City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING
TUESDAY, SEPTEMBER 15, 2026
6:00 PM
COMMISSION CHAMBER - 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

1) Rules of Conduct

PRESENTATION

Proclamation Recognizing Upper Valley Career Center Adult Education and Family Literacy Week

Sullivan Development, LLC on Riverbend Villas

APPROVAL OF MINUTES

1) **Approval of Minutes from August 28, 2026, Executive Session**
Approval of the minutes from the August 28, 2026. Executive Session

2) **Approval of Minutes from September 1, 2026, City Commission Meeting w/ Executive Session**
Approval of the Minutes from the September 1, 2026, Regular City Commission Meeting w/ Executive Session

OLD BUSINESS

1) **Ordinance No. O-12-26 (second reading)**
An Ordinance amending Chapter 33.03 Section (A) Holidays and Personal Days of the Piqua Code

2) **Resolution No. R-101-26 (Tabled)**
A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections

NEW BUSINESS

1) **Ordinance No. O-13-26 (First Reading)**
An ordinance to submit a Petition for Submission of Proposed Amendment to add a new Charter Section 138 under the existing Miscellaneous Provisions, to read as follows:

Section 138 Data Centers and Cryptocurrency Mining

2) **Ordinance No. O-14-26 (First Reading)**
An ordinance to submit to the Miami County Board of Elections notice of the intent to select a recall election date for the Recall of Ward 1 City Commissioner and Mayor of Piqua James Vetter and declaring an emergency.

3) **Ordinance No. O-15-26 (First Reading)**
An ordinance to submit to the Miami County Board of Elections notice of the intent to select a recall election date for the Recall of Ward 3 City Commissioner William Frederick (Rick) Walker and declaring an emergency.

4) **Ordinance No. O-16-26 (First Reading)**
An ordinance to submit to the Miami County Board of Elections notice of the intent to select an election date for the Recall of Ward 5 City Commissioner and Vice-Mayor Frank DeBrosse and declaring an emergency.

5) **Resolution No. R-102-26**
A Resolution approving the Tax Rates for the City as determined by the Miami County Budget Commission.

6) **Resolution No. R-103-26**
A resolution awarding a contract to M&T Excavating, LLC for the Marymont Drive Utility Project

7) **Resolution No. R-104-26**
A resolution approving a final development plan for Sections #2 & 3, Parcel ID #N44-076909

8) **Resolution No. R-105-26**
A Resolution Appointing Eight Citizens to the Charter Review Committee

9) **Resolution No. R-106-26**
A resolution authorizing the Interim City Manager to modify the bonding requirements of the Right-of-Way Opening Permit application for the Fiber Optic Work being proposed by US Signal

10) **Resolution No. R-107-26**
Resolution to Authorize the Conveyance of Real Estate, parcels N44-101868 and N44-101870

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.

P R O C L A M A T I O N

WHEREAS, *Upper Valley Career Center (UVCC) will observe National Adult Education and Family Literacy Week 2026 September 13 through September 19, 2026, continuing its tradition of community outreach, program promotion and celebration of adult learning opportunities; and*

WHEREAS, *Upper Valley Career Center Adult Education is the only provider that serves Miami, Shelby, Darke and Champaign Counties and plays an essential role in preparing workers with the skills employers need; and*

WHEREAS, *Upper Valley Career Center Adult Education offers programs including: Career-technical training, high school completion through GED preparation, ESOL instruction for English learners, plus literacy and math readiness and specialized services for adults in Miami and Shelby County jails preparing for graduation; and*

WHEREAS, *Upper Valley Career Center will use this week to promote its programs, share success stories and connect with community members through open houses, public recognition of staff, promotional materials and media coverage and collaboration with advocacy groups like the Coalition on Adult Basic Education and Ohio Association for Adult and Continuing Education; and*

NOW, THEREFORE, LET IT BE KNOWN THAT I, *James D. Vetter, Mayor of the City of Piqua, want to thank,*

Upper Valley Career Center

and express, on behalf of the City of Piqua, our appreciation to the staff for all they do to support our students and young adults.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 15th day of September 2026.*

____

JAMES D. VETTER, MAYOR

City of
PIQUA

PIQUA CITY COMMISSION REGULAR MEETING MINUTES
FRIDAY, AUGUST 28, 2026

CALL TO ORDER

The meeting was called to order at 7:50 a.m.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

The clerk called the roll. Mayor Vetter and Commissioners DeBrosse, Wead, and Walker were present. Commissioner Simmons was absent. Mayor Vetter stated that we understand Commissioner Simmons may join us at some point this morning, but is not here for the roll call.

ADJOURNMENT TO EXECUTIVE SESSION

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

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

EXECUTIVE SESSION

The Commissioners moved to the Fort Piqua Plaza for Executive Session at 7:52 a.m.

ROLL CALL

The commissioners returned from Fort Piqua Plaza. Roll was called Mayor Vetter and Commissioners DeBrosse, Wead, and Walker were present. Mayor Vetter noted at the morning roll call that Commissioner Simmons was not present but may be joining the Commissioners at some point. Commissioner Simmons had not and was unable to be a part of the Executive Session.

ADJOURNMENT FROM EXECUTIVE SESSION

Commissioner DeBrosse made a motion to adjourn the Executive Session at 3:05 p.m. Seconded by Commissioner Walker. All in favor. Motion carried.

ADJOURNMENT

Commissioner DeBrosse made a motion to adjourn the meeting. Seconded by Commissioner Walker. All in favor. Motion carried. The meeting was adjourned at 3:06 p.m.

JIM VETTER, MAYOR

PASSED:

ATTEST:

COMMISSION CLERK

PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2026

CALL TO ORDER

The meeting was called to order at 5:00 pm.

THE PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

ROLL CALL

The clerk called the roll. All commissioners were present.

ADJOURNMENT TO EXECUTIVE SESSION

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

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

2) To consider pending or imminent litigation.

EXECUTIVE SESSION

The commission adjourned to Executive Session at 5:02 pm.

ADJOURNMENT FROM EXECUTIVE SESSION

Commissioner Walker made a motion to adjourn Executive Session. Seconded by Commissioner DeBrosse. Roll called. All in favor. Motion carried. The meeting was adjourned from Executive Session at 6:19 pm.

MOTION TO APPROVE BUSINESS AGENDA

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

1) Rules of Conduct

PRESENTATION

2026 Financial update presented by Kayla White. This was a financial overview year-to-date through July 2026. The update covered the General Fund, Parks & Recreation, Safety Fund, Fort Piqua Plaza, Golf Course, Streets, Power, Water and Wastewater. There was a slide show that has been attached to the agenda packet. There was a question as to the amount transferred out to pay the Lock 9 note by Commissioner DeBrosse. He wanted to know if the amount was to pay interest or part of the principal. Kayla replied that $91,000 is an interest-only payment that is due by ordinance. The remaining balance of the $167,000 is not currently planned to go toward making a principal payment until we get a little further into the budget season and analyze the health of the general fund. The budget is there, and the amount is appropriated, but that does not mean we are going to make a principal payment. There is already a transfer of money from the general fund to parks, so if the money is paid to a principal payment, that money still comes from the general fund at the end of the day. The interest payment has to be made though. Commissioner DeBrosse decided this was a question he could further address when it is time to read the bond ordinance later in the meeting.

Financial Update: First Half of 2026

APPROVAL OF THE MINUTES

1) **<u>Approval of the Minutes from August 11, 2026, Public Hearing (Tabled)</u>**
   Approval of the minutes from the August 11, 2026, Public Hearing to discuss the Franchise between the City of Piqua and AES.

Commissioner Wead made a motion to untable the minutes. Seconded by Commissioner Walker. All in favor. Motion to untable the minutes carried. Commissioner Wead made a motion to amend the minutes to add the story Commissioner Simmons had told in the Public Hearing as taken from the YouTube transcript. Seconded by Commissioner Walker. All in favor. The motion to approve the minutes, as amended, carried.

2) **<u>Approval of Minutes from the August 18, 2026, Regular City Commission Meeting</u>**
   Approval of the Minutes from the August 18, 2026, Regular City Commission Meeting

Commissioner Wead made a motion to approve the minutes. Seconded by Commissioner Walker. All in favor. Motion carried.

OLD BUSINESS

1) **<u>Ordinance No. O-10-26 (Third Reading)</u>**
   An ordinance authorizing the issuance of not to exceed the sum of two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of the issuance of bonds for the purpose of paying the costs of construction, acquisition, and equipping of

park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof.

Presented by Interim Finance Director Kayla White. Jonathan Wessel wanted to touch on the same question Commissioner DeBrosse had regarding the Parks fund. In 2023, $5.8 million dollars was borrowed for Lock 9. We weren't sure if all that would be needed, there might be grant money. In 2024, the city paid back $2.0 million dollars. Partially, due to the project coming in under budget and there were grant funds received. Based on this figure, we are actually not paying back anything toward the principle. While we are paying ourselves interest, that is interest we would have been earning anyway had that money not come out of the wastewater fund. These same questions and comments came up last year. What is the plan to pay this back? Last year Jerry suggested issuing a bond. Mr. Wessel quoted some of the comments made by commissioners last year. Mayor Vetter asked Kayla to explain the plan for repayment. Kayla said that it is anticipated that an increase in taxes, later clarified to mean tax revenue, over the next few years, and it has been recommended by the finance department that this would be a priority to pay off. At this point, we have not tied ourselves to making a principal payment in this ordinance because we need to make sure the general fund is in a healthy place, and we will be doing that over the next couple of months as part of the budgeting process. Just because a principal payment is not written out in this ordinance does not mean that one can't be made in the future. What is in the ordinance is the interest payment that is required to be paid. The principle could be paid back at any time. Commissioner Walker asked if the payment towards the principal would need to come before the commission. Kayla responded that if additional funds were needed, that would need to come back before commission. If the amount stays at $167,000, then it would not need to come back to commission as that is already appropriated. Commissioner Walker asked if that needs to be worded in this ordinance, requiring a payment to the principal. Kayla said it is her belief that if that language is wanted, the ordinance would need to be amended. The commission then asked if the ordinance could be amended on a third reading. Law Director Jessica Stiltner responded yes. Mayor Vetter asked the other commissioners how they would choose to amend the ordinance. Commissioner DeBrosse made a motion to amend the ordinance, to read pay $91,719.51 toward the interest and the surplus toward the principal. The amendment was seconded by Commissioner Walker. All in favor of amending Ordinance No. O-10-26. Commissioner Walker made a motion to approve Ordinance No. O-10-26 as amended. Seconded by Commissioner DeBrosse. Mayor Vetter asked for a roll call. All in favor. Motion carried.

NEW BUSINESS

1) **<u>Ordinance No. O-12-26 (first reading)</u>**
An Ordinance repealing Chapter 33.03 and enacting a new Chapter 33.03 of the Piqua Code, relating to employee holidays and personal days.

Presented by Catherine Bogan. This ordinance is to recognize Veterans Day as a Federal Holiday and amend Chapter 33.03 to repeal the old language and replace it with this change. Kim Heisler asked about sections C, D and E. Why did this happen? Commissioner Simmons asked Ms. Bogan if

those sections were still in the charter. Ms. Bogan said she could not speak to what Ms. Heisler is referring to, but the city follows the charter. Commissioner Simmons asked Law Director Jessica Stiltner that what Ms. Heisler presented update the Charter on American Legal. Ms. Stiltner replied that Sections C, D and E are not listed in our Charter because they are not currently in our Ordinances, which are separate from our Charter. AM Legal reflects what was passed in '23. What is in the packet is what is proposed to be added at this point. If the commission passes it, it will be updated by AM Legal to go on the website. Commissioner DeBrosse asked, so where are the ones currently listed? Ms. Stiltner replied she believes that it exists in policy. They were just told this is the same language that is already being used. Jonathan Wessel came forward to explain further the sections referenced above in Ms. Heislers comments. In late 2022, there was an ordinance that was brought to commission to repeal and replace this chapter of the Code of Ordinances, and it removed sections B, C, D and E. The explanation at the time was that it moved these sections from the ordinances into basically like an employee handbook policy. So what is shown in the packet looks like it's a revision of this chapter before the last time that it was repealed and replaced. Why repeal and replace? Why not just amend?
Commissioner DeBrosse asked why repeal and replace? Can this be clarified before the next reading? This is a first reading. There is no vote.

2) <u>Resolution No. R-101-26</u>
A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections

Presented by Kayla White. Our utility billing office is proposing to begin using a collection agency to assist with the collection of delinquent utility accounts. The utility billing office has selected online information services known as OIS due to their ability to integrate with the city's utility billing software and the city's ability to access payments that are made to OIS on a daily basis. OIS will invoice us separately for their services at a rate of 35% of the amount that they collect. Kim Heisler said with new staff coming in, especially a new Finance Director, it would be good to table this and let him decide. He may know another way. This doesn't really streamline the process all that much. Going back seven years, when some people were already struggling. There are other communities that have backed out of this due to the amount of work this creates. Table this.
Jonathan Wessel asked what is the method used to collect this money? Do we have a balance sheet that shows this bad debt? What are we going to do to make sure our personal information is not compromised? Commissioner Debrosse asked what the methods are today. Kayla answered that currently, there is a letter that goes out. If there is a security deposit, we would take that. Then more letters are mailed out, but it stops there. Commissioner DeBrosse asked if we know what is outstanding. As of July, $1.878 million was outstanding just for electricity. Commissioner DeBrosse then asked about the personal information. Kayla responded that this is a reputable business and has been in business for over 70 years and licensed to recover debt in all 50 states. Commissioner DeBrosse asked about the timeframe. Kayla said our internal process takes about three months once an account closes. Commissioner DeBrosse asked how far we are looking back? 7 years, 5 years, 3 years? Kayla replied that seven years is the maximum. Commissioner DeBrosse asked what the minimum was? Kayla said potentially three months, after our internal letter process.
Commissioner Simmons read an email from Steve Yenney stating 5 critical reasons to reject this item:
1. Give local residents the 35% discount first.

2. No root-cause analysis (needs work session).
3. Unclear authority & missing leadership.
4. Weak procurement process.
5. Dangerous contract terms & financial risk.

Damon Wilson noticed there were no representatives from the utility office. Mr. Wilson told a story about when he was a child, his mother came to the utility office with about half of the amount due. The clerk at the time said too bad power gets shut off at 5:00. We talk about Piqua Spirit. This is really about the tax revenue because the books are in shambles. Mr. Wilson asked the commissioners to consider a work session and find out what people think about all this. If you are going to do it, consider payment plans. Before we "strongearm" poor people for their money, consider the city's expenditures. Mr. Wilson named two smart boards, another $21,000.00 for a sign that is only used at Lock 9 park.

Solei Larkson stated the employee count went from 184 a few years ago to 210. The excuse is because of the Public Records requests. If the commissioners are not going to run the meeting properly and make the staff do their jobs properly, then please step down. Ms. Larkson referenced her time at Arthur Anderson and the many ways to do accounts payables. No offense to Kayla, but she has been fast tracked through the department. Commissioner Walker made a motion to table. Seconded by Commissioner DeBrosse. On a roll call Mayor Vetter, Commissioners Walker, Wead and DeBrosse voted to table. Commissioner Simmons voted against.

CITY MANAGER'S REPORT

City Managers Report by Interim City Manager Rick Byron. The Piqua City offices will be closed Monday, September 7, in observance of Labor Day. The offices will reopen at 8:00 am on Tuesday, September 8th. The City will host the community health fair on Friday, September 18th, from 9:00 am to 12:00 pm at Fort Piqua Plaza Banquet Center. This free event highlights a range of wellness resources available to the residents, including mental health, nutrition and fitness. Details are available at piqua.myrec.com. Other events include the Ohio State football watch party, Saturday, September 12th and the kids concert on Friday, September 25th. Both events are free and begin at 6:00 pm at Lock 9 Park.

COMMISSIONERS COMMENTS

Commissioner Simmons said when he left two weeks ago he was really mad. What happened made him really mad. Mad for the people. His pastor and the person he would have turned to had passed away. He had been sent a FOIA request from Ms. Leese from April. Asked if someone from the city would follow up. Interim City Manager Byron told Mr. Simmons he had already spoken to Ms. Leese before the meeting. Commissioner Simmons had received a phone call that was disturbing from someone who had been doing a lot of the petition work. Her signs had been removed by the police. He called up Nancy Roof to speak. Asked Ms. Roof how long the signs had been up. She said for months. Has not had a problem since 2015. She called the police to make a report. The officer let Ms. Roof know signs were not allowed on the median between the sidewalk and curb. The officer told her it was the second time he had taken them down. Ms. Roof was not aware an officer had taken them down prior. They were set against her house that time. She said if a note had been left she would have known and moved them.

Commissioner Walker thanked the schools for the summer lunch program. They had served 15,656

meals.
Commissioner DeBrosse thanked the Piqua Compassion Network for the Back to School Bash event at Lock 9.
Commissioner Wead in reference to the last ordinance we had just tabled. He would like a work session. He would like to see how much time our employees spend on collections before going to somebody else.
Mayor Vetter read construction is underway on a major expansion project at Miami Valley Steel Services on Fox Drive in Sherry Industrial Park. The project includes a 70,860 square foot addition to the existing 320,000 square foot building and will allow for the installation of new lines that will further expand the steel slitting, edging, and shearing services to meet the needs of their customers. Founded in 1983, Miami Valley Steel Services has grown into an industry leader and is one of the largest employers in Piqua. On August 30th, TJ Maxx opened for business at the Miami Valley Crossing in Piqua. The popular department store is a leading retailer of below-market-price apparel and home fashions.

ADJOURNMENT

Commissioner Wead made a motion to adjourn. Seconded by Commissioner Walker. Meeting adjourned at 7:33.

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	September 15, 2026	
REPORT TITLE	**Ordinance No. O-12-26 (second reading)** An Ordinance amending Chapter 33.03 Section (A) Holidays and Personal Days of the Piqua Code	
SUBMITTED BY	Catherine Bogan, Director Human Resources	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	This Ordinance amends Chapter 33.03 Section A of the Piqua Code to recognize Veterans Day as an observed holiday.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$0.00
	Expenditure $:	$0.00
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	1. 33.03 - Add Veteran's Day	

<u>Ordinance No. O-12-26 (second reading)</u>

An Ordinance amending Chapter 33.03 Section (A) Holidays and Personal Days of the Piqua Code

WHEREAS, Veterans Day is observed as a Federal Holiday; and

WHEREAS, Chapter 33.03 Section A of the Piqua City Code does not currently observe Veterans Day as a holiday; and

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: Existing Chapter 33.03 Section A Holidays and Personal Days of the Piqua Code is hereby amended to recognize Veterans Day;

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	__________

§ 33.03 HOLIDAYS AND PERSONAL DAYS.

The following provisions shall apply to all Schedule A employees except those covered under § 33.15 of this chapter.

(A) The following days are recognized as holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, **Veteran's Day**, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

(B) Employees shall be credited with five personal leave days effective on January 1 of each year. If an employee is hired after January 1 they shall receive a prorated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave days not taken by the following December 31 will be forfeited.

('97 Code, § 31.03) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 43-00, passed 12-18-00; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 31-06, passed 12-4-06; Am. Ord. 13-08, passed 5-5-08; Am. Ord. 21-09, passed 12-7-09; Am. Ord. 1-14, passed 1-21-14; Am. Ord. 20-14, passed 12-16-14; Am. Ord. 15-18, passed 11- 20-18; Am. Ord. 3-21, passed 9-7-21; Am. Ord. 19-22, passed 1-17-23)

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Resolution No. R-101-26 (Tabled)** A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections
SUBMITTED BY	Darren Meredith, Finance Director Purchasing & Contracts
AGENDA CLASSIFICATION	Resolution
BACKGROUND	Our Utilities Business Office is proposing to begin using a collection agency to assist with the collection of delinquent utility accounts. The Utility Business Office has selected Online Information Services, Inc. (OIS) due to their ability to integrate with the City's utility billing software, and the city's ability to access payments that are made to OIS on a daily basis. OIS will invoice us separately for their services at a rate of 35% of the amount they collect on our behalf, plus potentially another 2% if we do not have a signed Express Consent form on file for the customer. Because the volume of delinquent accounts and collections will vary from year to year, the Utilities Business Office cannot predict the annual cost of this service. We are therefore bringing this item before the City Commission to inform them of this procedural change and the City's intent to utilize a collection agency as an additional tool for collecting outstanding utility accounts.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: N/A Expenditure $: 35% to 37% of the amount collected Source of Funds: Collections received from OIS Narrative: See background
ATTACHMENTS	1. ONLINE Collections Agreement 2. Transworld vs OUE

<u>Resolution No. R-101-26 (Tabled)</u>

A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections

WHEREAS, the Utilities Business Office desires to begin using a collection agency to begin pursing past due accounts that are up to seven (7) years old; and

WHEREAS, The Online Information Services, Inc. has been identified as the most suitable partner to assist the City in its efforts to collect outstanding amounts owed to the City.

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

SEC. 1: The City Commission hereby authorizes the City Manager to enter into a Collection Services Agreement with ONLINE Information Services, Inc.. The City Manager and City Law Director are hereby authorized to make revisions and additions to the agreement currently on file with the Clerk of Commission as are consistent with the objectives and requirements of this Resolution and not otherwise materially adverse to the City. The City Manager, for and in the name of the City, with the approval as to form by the Law Director, is hereby authorized to execute the contract and any amendments thereto deemed by the City Manager to be necessary. The approval of changes or amendments by the City Manager, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof by the City Manager, with the approval of the Law Director.

SEC. 2: The Finance Director is hereby authorized to draw warrants on the appropriate account of the City treasury in payment for said services.

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	______________

Collection Services Agreement

This Collection Service Agreement (“Agreement”) is entered into by **ONLINE Information Services, Inc.,** hereafter referred to as “Collector”, a North Carolina corporation, and City of Piqua hereafter referred to as “Creditor”, an Ohio political subdivision.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called “Claims” defined as our past due utility billed accounts including the utilities of power, water, wastewater, stormwater and refuse services).

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims (hereinafter called "Services").

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. GENERAL.

A. The Creditor may refer any Claims that exceed $50.00.

B. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.

C. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.

D. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based and the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

2. RELATIONSHIP OF PARTIES.

A. Collector agrees to employ those legal means necessary to represent Creditor in collecting all Claims referred for col**lection.**

B. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

3. REFERRAL OF CLAIMS

A. Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site.

B. Each Claim shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, delinquency date, amount owed, social security number or federal tax identification number, phone number, and any additional information that may help locate the consumer.

C. Creditor agrees to provide collector all the necessary data elements, for each Claim, in order for Collector to comply with its Claim validation obligations under Regulation F as promulgated by the Federal Consumer Financial Protection Bureau.

i. Creditor agrees the data elements for compliance with Regulation F include, a correct Itemization Date, Amount Owed as of Itemization Date, Any Interest Owed since Itemization Date, any Fees owed since Itemization Date, and any Payments/Credits applied to Claim since Itemization Date, and current amount owed as of placement with Collector.

D. Collector agrees to comply with all of its obligations under Regulation F.

E. Creditor warrants, in order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, that Creditor has/does not have:

i. Express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.

ii. Sample Express Written Consent Language:

"*You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.*

I/We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above."

iii. If client has express written consent please upload a sample of the consent documentation here:

F. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim.

G. Creditor agrees to place Claims with Collector no less frequently than monthly.

H. Creditor warrants that it will not refer to Collector any Claim which has previously been paid or settled; any Claim which has been discharged through bankruptcy; or any Claim where an identity theft or fraud report has been filed.

I. Creditor hereby certifies and warrants that it will notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.

J. Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim or if Collector learns of the same.

K. Creditor agrees that any Claim referred to Collector will not be referred to any other Collector.

L. Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.

M. Creditor agrees that if a file is sent to Collector that contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector's system, Creditor maybe charged a fee for the reloading the Claims.

N. Collector agrees to return to Creditor any Claims based on questionable circumstances.

O. Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of notification on any consumer which is being represented by legal counsel in regards to any Claim referred to Collector.

P. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.

Q. Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of consumer's file within 24 hours of notification of reported payments.

4. METHODS OF COLLECTION.

A. Collector agrees to use effective and legal methods of collection.

B. Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.

C. Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.

D. Collector will utilize mailed notices and telephone calls to affect collection on Creditor's behalf.

E. Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor's Claims.

F. Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

5. CREDIT REPORTING. In the event that Creditor requires Collector to furnish information to a consumer credit reporting company, Creditor shall provide all information required for Collector to accurately furnish such information to the consumer credit reporting companies, including the accurate date of delinquency, account balance and other information that may be required pursuant to the Fair Credit Reporting Act or any regulation thereto, or the National Consumer Assistance Plan implemented by the three major consumer credit reporting companies. Upon termination and return of an Account on which payment has not been fully received and has not been settled, Collector shall request deletion of any information that it furnished to any Consumer Credit Reporting Company. Collector shall report all accounts on which it reached a settlement or on which payment in full was received during the time that the Account was placed with Collector for Services as a “Settled in Full” or “Paid in Full” account.

6. DISPUTED CLAIMS.

A. It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor’s Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.

B. Creditor agrees that it will aid Collector with respect to the Claims in its compliance with Collector’s responsibilities as outlined in “OBLIGATIONS OF FURNISHERS UNDER THE FCRA”, attached as Exhibit A.

C. From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer’s name.

D. Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector’s electronic request.

E. Collector will accept the additional information or proof regarding disputed Claims through its secure website.

7. ANNUAL RECONCILIATION OF CLAIMS.

A. Collector and Creditor agree that ensuring the accuracy of each other’s data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.

B. It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.

C. Creditor agrees if, in Collector’s determination, there are a significant number of Claims in the sample that do not match between the systems; Creditor agrees to perform a full Claim reconciliation between Creditor’s and Collector’s systems.

8. CLAIM DATA RETENTION.

A. Collector will use and retain the Creditor's Claim data only as long as is necessary to affect the Services or as required to comply with legal or regulatory obligations. When Collector no longer requires the Creditor's Claim data, which will generally be no more than seven years after the Date of Service of a Claim, Collector will remove it from its systems. If Collector keeps the data longer, it would be to satisfy legal or regulatory obligations and Collector's legal basis would be relevant law or regulations.

B. Creditor agrees that Collector at the end of each year will purge data that it should no longer retain. This could include accounts that have reached their 7 year credit reporting life cycle, accounts cancelled and returned to Creditor based on Creditor's request, Claims cancelled due Creditor not responding to validation of Claim requests, Claim being included in bankruptcy, Claim belonging to a deceased consumer, or Claim identified as belonging to a litigious consumer.

C. It is mutually agreed that once a Claim has been purged from Collector's system Collector will no longer maintain any record of the Claim in Collector's system, databases, backups of systems and databases, or in any archives.

9. DISCOUNT OF CLAIMS. Creditor agrees to grant Collector authority to discount Claims on Creditor's behalf by 0% of the total amount of the claim. If Creditor does not grant Collector general discount authority. Collector can only discount Claims for less than the amount owed with special, Claim by Claim, approval of Creditor. Said Approval may be given by telephone from Creditor's office.

10. CLAIM ACCOUNTING

A. Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.

B. Collector agrees to place all monies collected on Creditor's behalf into a trust account.

C. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.

D. Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

11. COMMISSION ON CLAIMS. It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector's or to Creditor's offices, will be a commissionable payment.

A. RECONNECTION OF SERVICE. Definition. A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the Creditor with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where services were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".

i. **Reconnect Commissionable Actions.**

a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.

b. Any bad debt/collection Claim turned over to Collector that results in payment directly to Creditor and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the Creditor may reserve the right to recall the Claim from Collector.

c. No "Secondary Placement" Claims will be eligible for "RECONNECT" status.

B. ACCOUNTS REFERRED IN ERROR.

i. It is agreed that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector's system.

ii. Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.

iii. Collector agrees to cancel any Claim upon notification of Creditor within the seven days.

iv. If Creditor fails to notify Collector within seven days that any Claim was referred in error then any payments made on the referred Claims will be commissionable.

12. COMPENSATION AND INVOICING

A. Creditor agrees to pay the rate of 35 **%** for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).

B. Creditor agrees to pay the following rate of 35 **%** for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).

C. Creditor understands that if Creditor does not have Express Consent on their Claims as outlined in Section 3.E. of the Agreement, Collector will add 2% to the rates in 12.A. and 12.B. above.

D. In the event Collector's cost of rendering the Services increases as a result of federal, state, local laws or ordinances, or regulatory, administrative, governmental or judicial acts, then Collector may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to Collector's customers; (ii) Collector will provide at least thirty (30) days prior written notice to Creditor prior to implementing such surcharge; and (iii) any surcharge will be applied only to Claims pertaining to consumers in the geographic area affected by the change of law, ordinance, or regulatory, administrative, governmental or judicial act.

E. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.

F. Creditor agrees that Collector will remit each month a check for monies collected at Collector's offices, minus any commissions due to Collector.

G. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.

H. All billing is processed monthly between the 1st and the 5th for the previous month's services.

I. Creditor agrees that Creditor has 20 days from the invoice date to dispute any charges appearing on the invoice.

J. Collector will process the automated payment and deliver to Creditor an invoice marked "Paid in Full".

K. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

L. Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed $25.00.

M. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

N. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

O. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay Collector's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.

P. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector's performance of the Services, other than income taxes assessed with respect to Collector's taxable net income, for which income taxes Collector will be solely responsible.

13. INSURANCE. The Collector, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars ($1,000,000) for liability for acts of the Collector or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

> "The City of Piqua, Ohio, its elected and appointed Officials, all employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess."

Each entity must provide a certificate of insurance that has at least $1 million commercial general liability coverage per occurrence or $2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

14. WARRANTIES. Subject to Section 21 "Excusable Delays" hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability. Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

16. Intellectual Property. Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector's or its affiliates' proprietary designations, whether registered or unregistered, without Collector's prior written consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

17. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

18. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Creditor without prior written consent; such consent shall not be unreasonably withheld.

19. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

20. Continuance of Business. In the event that Creditor's business is sold, it is the Creditor's obligation to notify Collector, in writing, within 72 business hours of the effective date of the transaction.

21. Notifications. Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

City of Piqua
Finance Director
201 W. Water St
Piqua, OH 45356

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590

22. Severability. This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

23. TERMINATION OF AGREEMENT.

A. This Agreement is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said Agreement. Either party may terminate the Agreement, in writing, within the first year, by providing ninety (90) days written notice. Following the first anniversary this Agreement may be terminated by either party with a thirty-day written notice.

B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.

C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

24. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Ohio. The forum for any litigation shall be Miami County, Ohio or the Southern District of Ohio.

25. Effective Date. This Agreement is effective beginning _____________________.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

City of Piqua	**ONLINE Information Services, Inc.**

Address: 201 W Water Street
Piqua, OH 45356

Address: PO Box 1489
Winterville, NC 28590
www.ONLINECollections.com
(866) 630-6400

Exhibit “A”

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt Collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the Creditor. If the Creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m

Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n

Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o

Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p

Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q

Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r

Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s

Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1

Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2

Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t

Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u

Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v

Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w

Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x

Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

Feature	Transworld Systems, Inc.	ONLINE Information Services, Inc.
Automated Data Transfer from Utilities Software	Yes	Yes
Ability to Reconcile Payments Made Daily	No	Yes
Fee Percentage of Amount Collected	30%–50%, varies by account age, size, and volume	35%–37%
Implementation Fee	$0	$0
Monthly Fixed Fees	$0	$0

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Ordinance No. O-13-26 (First Reading)** An ordinance to submit a Petition for Submission of Proposed Amendment to add a new Charter Section 138 under the existing Miscellaneous Provisions, to read as follows: Section 138 Data Centers and Cryptocurrency Mining
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	On August 11, 2026, the clerk's office received a Petition for the Submission of Proposed Amendment to add a new Charter Section 138 under the existing Miscellaneous Provisions, to read as follows: Section 138 Data Centers and Cryptocurrency Mining. On August 18, 2026, the petitions were certified and taken to the Miami County Board of Elections with 1,645 signatures. The petition was received by the Commission Clerk with 1,319 signatures verified by the Miami County Board of Elections. Pursuant to the Piqua City Charter Section 135, the petition shall be presented to the City Commissioners for placement in an election not less than 60 days nor more than 120 days after passageof the Ordinance to be determined by the commission.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: N/A Expenditure $: N/A Source of Funds: N/A Narrative: N/A
ATTACHMENTS	1. Petition for Submission of Proposed Amendment to Charter Wilson 2. BOE Charter Amendment Final Count

<u>Ordinance No. O-13-26 (First Reading)</u>

An ordinance to submit a Petition for Submission of Proposed Amendment to add a new Charter Section 138 under the existing Miscellaneous Provisions, to read as follows: Section 138 Data Centers and Cryptocurrency Mining

WHEREAS, the City Commission Clerk has received a petition for a proposed charter amendment from the Committee of Petitioners; and

WHEREAS, the City Commission Clerk and Miami County Board of Elections have certified the petitions to be valid pursuant to the City of Piqua Charter Section 135 and Section 27; and

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: Upon approval of this Ordinance by the Piqua City Commission, the proposed charter amendment shall be submitted to the electors at the next regular municipal election if one shall occur not less than sixty (60) nor more than one hundred twenty (120) days after passage of the Ordinance providing for its submission, otherwise it shall be submitted to the electors at a special election to be called and held within the time aforesaid to comply with Section 135 of the Piqua City Charter. This election shall occur on _________________________.

SEC. 2 Notice of the proposed amendments may be advertised electronically or by newspaper advertising.

SEC. 3: 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 Vetter ______________
Commissioner Rick Walker ______________
Commissioner Paul Simmons ______________
Commissioner Philip Wead ______________
Commissioner Frank DeBrosse ______________

Form No. 6-B Prescribed by Ohio Secretary of State (09-17)

RECEIVED

JUL 14 2026

Petition for Submission of Proposed Amendment to Charter

Constitution of Ohio, Art. XVIII, Section 9 and 14; R.C. 731.28 - .41, 3503.06

To be signed by ten percent of the electors, based upon the total vote cast at the last preceding general municipal election.

(**NOTE** – The below notice must be printed in red.)

NOTICE – Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter is liable to prosecution.

To the Council, the legislative authority of the City of Piqua (City or Village) of Miami, Ohio.

We, the undersigned, qualified electors of the City of Piqua (City or Village) of Miami, Ohio respectfully petition the legislative authority to forthwith provide by Ordinance, for the submission to the electors of said city or village, the following proposed amendment to the Charter of said city or village to-wit:

Be it resolved by the People of the City of Piqua that the Charter of the City of Piqua is hereby amended to add a new Section 138 under the existing Miscellaneous Provisions, to read as follows:

Section 138 Data Centers and Cryptocurrency Mining

1. This Section 138 is adopted pursuant to the City of Piqua's authority to enact reasonable land use and zoning restrictions in the interest of the public health, safety, and general welfare. For purposes of this Section 138:
(a) "Data center" means any building, structure, or facility, or portion thereof, that is used primarily for the housing, storage, management, or processing of electronic data by means of computer servers, networking equipment, cooling systems, and associated power infrastructure, and that is operated for commercial, governmental, or institutional purposes. The term includes, but is not limited to, enterprise data centers, hyperscale data centers, colocation facilities, cloud computing facilities, and artificial intelligence (AI) computing campuses.
(b) "Cryptocurrency mining" means the process of validating, verifying, or recording transactions on, or otherwise participating in, a distributed ledger, blockchain, or similar digital network through the use of computational power, including any proof-of-work, proof-of-stake, or similar consensus mechanism.
(c) "Cryptocurrency mining operation" means any building, structure, or facility, or portion thereof, in which computer servers, application-specific integrated circuits (ASICs), graphics processing units (GPUs), or other computing hardware is used primarily for cryptocurrency mining, together with associated cooling systems and power infrastructure.
(d) "Covered facility" means any data center, cryptocurrency mining operation, or any other building, structure, or facility, or portion thereof, that performs functions substantially similar to those described in subsections (a) (b), or (c), or that uses computing infrastructure, high-density electrical load, or cooling systems in a manner substantially similar to the foregoing, regardless of the technology, label, nomenclature, or business model applied to it, and regardless of whether such facility type, technology, or use exists or is commonly recognized as of the effective date of this Section 138. The term is intended to capture present and future forms of intensive computing and digital-asset processing facilities, including any facility type or technology that may be developed, named, or deployed after the effective date of this Section 138 that performs substantially similar functions or produces substantially similar impacts on land use, public infrastructure, power consumption, water use, noise, or emissions.

2. Notwithstanding any prior ordinance, resolution, development agreement, contract, permit, or approval entered into or issued by the City of Piqua or any agency or instrumentality thereof, it shall be unlawful for any individual or entity to use any land within the corporate limits of the City of Piqua for the purpose of a covered facility, including constructing, operating, or expanding any data center, cryptocurrency mining operation, or other covered facility, whether of a type currently existing or of a type that may be developed, named, or deployed in the future.

3. Pursuant to R.C. 713.13, in the event of a violation or imminent threat of violation of this Section 138, the City of Piqua, or the owner of any contiguous or neighboring property who would be especially damaged by such violation, in addition to any other remedies provided by law, may institute a suit for injunction to prevent or terminate such violation.

4. This Section 138 will take effect as of the soonest date provided by law. If any provision of this Section 138, or the application thereof to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this amendment, which shall continue in full force and effect.

Petition Signatures Listed by Receipt

Petition: 260804 PROPOSED AMENDMENT TO CHARTER SECTION 138

Type: Petition Type **Number of Signatures Required/Validated:** 0/1319

Receipt: 82026D **Part ID:** 1 **Circulator:** WILLIAM M WHEELOCK

VALID

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Ordinance No. O-14-26 (First Reading)** An ordinance to submit to the Miami County Board of Elections notice of the intent to select a recall election date for the Recall of Ward 1 City Commissioner and Mayor of Piqua James Vetter and declaring an emergency.
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	On August 11, 2026, the Clerk received a Petition for the Recall of Ward 1 Commissioner and Mayor James Vetter. On August 18, 2026, the petitions were certified and taken to the Miami County Board of Elections with 1,549 signatures. The petition was received by the Commission Clerk with 1,356 signatures verified by the Board of Elections. Pursuant to the Piqua City Charter Section 122, the petition shall be submitted to the City Commissioners for placement in an election to be held not less than forty(40) nor more than sixty(60) days after the petition has been presented to the commission, and at the same time as any other general or special election is to be held within such period, the commission shall call a special recall election to be held within the time aforesaid. This item is an emergency as the petition was submitted to the Commission by the Clerk on September 10, 2026, and a recall election must be set not less than 40 nor more than 60 days from that date. The Commission must also waive the three-reading rule as the Commission must set an election date at this commission meeting to comply with Section 122 of the Piqua City Charter.

BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	N/A

ATTACHMENTS	1. BOE COUNT WARD 1 2. Ward 1 Notification 3. Ward 1 Affidavit for Recall Address Redacted

<u>Ordinance No. O-14-26 (First Reading)</u>

An ordinance to submit to the Miami County Board of Elections notice of the intent to select a recall election date for the Recall of Ward 1 City Commissioner and Mayor of Piqua James Vetter and declaring an emergency.

WHEREAS, the City Commission Clerk has received a recall petition for Mayor and Ward 1 Commissioner James Vetter; and

WHEREAS, the City Commission Clerk and Miami County Board of Elections have certified the petitions to be valid pursuant to the City of Piqua Charter Section 120, Section 127, and Section 27; and

WHEREAS, this Ordinance constitutes an emergency requiring the immediate preservation of the public, peace, health or safety because, in order to comply with Section 122 of the Piqua City Charter, the Commission must set the date for a recall election within 40 to 60 days of the petition being presented to the Commission, which took place on September 10, 2026.

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: Upon approval of this Ordinance by the Piqua City Commission, the proposed recall shall be submitted to the electors at an election to be held not less than forty (40) nor more than sixty (60) days after the petition has been presented to commission, which took place on September 10, 2026. The recall election shall be held at the same time as any other general or special election that is to be held within such period. This election shall occur on ___________________________.

SEC. 2 Notice of the recall petition may be advertised electronically or by newspaper advertising.

SEC. 3: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the Commission must select a date for a recall election to take place within 40 to 60 days of September 10, 2026. Pursuant to City of Piqua Charter Section 12 and provided this Ordinance receives the required affirmative vote of at least seventy-five percent (75%) of the Commission, this Ordinance shall take effect and be in force immediately upon the Commission's passage.

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 Vetter

Commissioner Rick Walker

Commissioner Paul Simmons

Commissioner Philip Wead

Commissioner Frank DeBrosse

Petition Signatures Listed by Receipt

Petition: 260802 RECALL PETITION FOR MAYOR AND WARD 1 COMMISSIONER

Type: Petition Type **Number of Signatures Required/Validated:** 1250/1356

Receipt: 82026B **Part ID:** 4 **Circulator:** MILDRED LOU SHEATS

City of PIQUA

CITY COMMISSION

Kimberly Hughes – Commission Clerk
201 West Water Street * Piqua, Ohio 45356
(937) 778-2042 FAX (937) 778-2043
EMail: khughes@piquaoh.gov

September 10, 2026

Dear Mayor Vetter,

The final counts have been certified by the Miami County Board of Elections with regards to the Ward 1 and Mayor Recall Petition. Of the 1,549 signatures that had been received and counted by this office, The Board of Elections has verified 1,356 as valid. This now completes the certification process and confirms there are enough signatures to move forward with the next step, which is notifying you officially. Please consider how you wish to proceed and provide me with that information as soon as possible. Thank you for your cooperation.

Sincerely,

Kimberly Hughes

Kimberly Hughes

Cc: City Commissioners
Law Director
City Manager

RECEIVED
JUL 17 2026

AFFIDAVIT FOR RECALL

OF A MEMBER OF THE CITY OF PIQUA COMMISSION

(Made and filed pursuant to Section 120 of the Charter of the City of Piqua, Ohio)

STATE OF OHIO)
COUNTY OF MIAMI) SS:
CITY OF PIQUA)

I, Mildred Lou Sheats being first duly sworn according to law, depose and state as follows:

1. I am a resident of the City of Piqua, Ohio, and a registered elector of Ward 1 of said City, the ward from which James Vetter was elected or chosen to the City of Piqua Commission.
My residence address is:
[redacted] S. Downing Piqua, Ohio 45356.

2. I make and file this affidavit pursuant to Section 120 of the Charter of the City of Piqua, Ohio ("Recall Petition Papers"), for the purpose of seeking the removal from office of **James Vetter**, who was elected or chosen to represent Ward 1 on the City of Piqua Commission and who currently serves as **Mayor and Ward 1 Commissioner**.

3. The grounds upon which the removal of James Vetter is sought, each constituting inefficiency, neglect of duty, malfeasance, misfeasance, or nonfeasance in office, incapacity, and/or incompetency within the meaning of Section 120 of the Charter of the City of Piqua, are as follows:

   (a) The above-named officer has demonstrated a pattern of disregard for the interests and input of the residents of the City of Piqua, including failure to adequately address matters affecting the public health, safety, and general welfare; failure to protect the civil liberties and constitutional rights of residents, including privacy and lack of transparency in official decision-making; and a consequent loss of the public trust necessary to faithfully discharge the duties of the office. The officer has failed to faithfully represent the constituents of the ward and the City, thereby warranting removal and the election of a successor.

4. I request that the City Clerk of the City of Piqua issue to me certified recall petition papers as provided by Section 120 of the Charter, to be circulated for signature among the registered voters of the City of Piqua and returned to the City Clerk within thirty (30) days of the filing of this affidavit, as required by Section 121 of the Charter.

FURTHER AFFIANT SAYETH NAUGHT.

Mildred Lou Sheats
Affiant Signature

Printed Name: MIldred Lou Sheats

Subscribed and sworn to before me this 17th day of July, 2026

Karen Weldon
Notary Public / Officer Authorized to Administer Oaths

My Commission Expires: 3/14/2029

NOTARIAL SEAL STATE OF OHIO

KAREN WELDON
Notary Public, State of Ohio
My Commission Expires March 14, 2029

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Ordinance No. O-15-26 (First Reading)** An ordinance to submit to the Miami County Board of Elections notice of the intent to select a recall election date for the Recall of Ward 3 City Commissioner William Frederick (Rick) Walker and declaring an emergency.
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	On August 11, 2026, the Clerk received a Petition for the Recall of Ward 3 Commissioner William Frederick (Rick) Walker. On August 18, 2026, the petitions were certified and taken to the Miami County Board of Elections with 1,559 signatures. The petition was received by the Commission Clerk with 1,379 signatures verified by the Board of Elections. Pursuant to the Piqua City Charter Section 122, the petition shall be submitted to the City Commissioners for placement in an election to be held not less than forty(40) nor more than sixty(60) days after the petition has been presented to the commission, and at the same time as any other general or special election is to be held within such period, the commission shall call a special recall election to be held within the time aforesaid. This item is an emergency as the petition was submitted to the Commission by the Clerk on September 10, 2026, and a recall election must be set not less than forty (40) nor more than sixty (60) days from that date. The Commission must also waive the three-reading rule as the Commission must set an election date at this commission meeting to comply with Section 122 of the Piqua City Charter.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: N/A Expenditure $: N/A Source of Funds: N/A Narrative: N/A
ATTACHMENTS	1. BOE COUNT WARD 3 2. Ward 3 Notification 3. Recall Affidavit Walker Ward 3 Address Redacted

<u>Ordinance No. O-15-26 (First Reading)</u>

An ordinance to submit to the Miami County Board of Elections notice of the intent to select a recall election date for the Recall of Ward 3 City Commissioner William Frederick (Rick) Walker and declaring an emergency.

WHEREAS, the City Commission Clerk has received a recall petition for Ward 3 Commissioner William Frederick (Rick) Walker; and

WHEREAS, the City Commission Clerk and Miami County Board of Elections have certified the petitions to be valid pursuant to the City of Piqua Charter Section 120, Section 127, and Section 27; and

WHEREAS, this Ordinance constitutes an emergency requiring the immediate preservation of the public, peace, health or safety because, in order to comply with Section 122 of the Piqua City Charter, the Commission must set the date for a recall election within 40 to 60 days of the petition being presented to the Commission, which took place on September 10, 2026.

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: Upon approval of this Ordinance by the Piqua City Commission, the proposed recall shall be submitted to the electors at an election to be held not less than forty (40) nor more than sixty (60) days after the petition has been presented to commission, which took place on September 10, 2026. The recall election shall be held at the same time as any other general or special election that is to be held within such period. This election shall occur on ____________________.

SEC. 2 Notice of the recall petition may be advertised electronically or by newspaper advertising.

SEC. 3: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the Commission must select a date for a recall election to take place within 40 to 60 days of September 10, 2026. Pursuant to City of Piqua Charter Section 12 and provided this Ordinance receives the required affirmative vote of at least seventy-five percent (75%) of the Commission, this Ordinance shall take effect and be in force immediately upon the Commission's passage.

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 Jim Vetter ________
Commissioner Rick Walker ________
Commissioner Paul Simmons ________
Commissioner Philip Wead ________
Commissioner Frank DeBrosse ________

Petition Signatures Listed by Receipt

Petition: 260803 RECALL PETITION FOR WARD 3 COMMISSIONER WILLIAM

Type: Petition Type **Number of Signatures Required/Validated:** 1250/1379

Receipt: 82026C **Part ID:** 1 **Circulator:** KIMBE L LANGE

City of
PIQUA

CITY COMMISSION

Kimberly Hughes – Commission Clerk
201 West Water Street * Piqua, Ohio 45356
(937) 778-2042 FAX (937) 778-2043
EMail: khughes@piquaoh.gov

September 10, 2026

Dear Commissioner Walker,

The final counts have been certified by the Miami County Board of Elections with regards to the Recall Petition for the Ward 3 Commissioner. Of the 1,559 signatures that had been received and counted by this office, The Board of Elections has verified 1,379 as valid. This now completes the certification process and confirms there are enough signatures to move forward with the next step, which is notifying you officially. Please consider how you wish to proceed and provide me with that information as soon as possible. Thank you for your cooperation.

Sincerely,

Kimberly Hughes

Kimberly Hughes

Cc: City Commissioners
Law Director
City Manager

RECEIVED

JUL 1 6 2026

AFFIDAVIT FOR RECALL

OF A MEMBER OF THE CITY OF PIQUA COMMISSION

(Made and filed pursuant to Section 120 of the Charter of the City of Piqua, Ohio)

STATE OF OHIO)
COUNTY OF MIAMI) SS:
CITY OF PIQUA)

I, Kimbe Lange, being first duly sworn according to law, depose and state as follows:

1. I am a resident of the City of Piqua, Ohio, and a registered elector of Ward 3 of said City, the ward from which William Frederick Walker was elected or chosen to the City of Piqua Commission. My residence address is:
[redacted] N. Wayne Street Piqua, Ohio 45356.

2. I make and file this affidavit pursuant to Section 120 of the Charter of the City of Piqua, Ohio ("Recall Petition Papers"), for the purpose of seeking the removal from office of **William Frederick Walker**, who was elected or chosen to represent Ward 3 on the City of Piqua Commission and who currently serves as **Ward 3 Commissioner**.

3. The grounds upon which the removal of William Frederick Walker is sought, each constituting inefficiency, neglect of duty, malfeasance, misfeasance, or nonfeasance in office, incapacity, and/or incompetency within the meaning of Section 120 of the Charter of the City of Piqua, are as follows:
   (a) The above-named officer has demonstrated a pattern of disregard for the interests and input of the residents of the City of Piqua, including failure to adequately address matters affecting the public health, safety, and general welfare; failure to protect the civil liberties and constitutional rights of residents, including privacy lack of transparency in official decision-making; and a consequent loss of the public trust necessary to faithfully discharge the duties of the office. The officer has failed to faithfully represent the constituents of the ward and the City, thereby warranting removal and the election of a successor.

4. I request that the City Clerk of the City of Piqua issue to me certified recall petition papers as provided by Section 120 of the Charter, to be circulated for signature among the registered voters of the City of Piqua and returned to the City Clerk within thirty (30) days of the filing of this affidavit, as required by Section 121 of the Charter.

FURTHER AFFIANT SAYETH NAUGHT.

Kimbe Lange
Affiant Signature

NOTARIAL SEAL STATE OF OHIO
KAREN WELDON
Notary Public, State of Ohio
My Commission Expires March 14, 2029

Printed Name: Kimbe Lange

Subscribed and sworn to before me this 16th day of July, 2026.

Karen Weldon
Notary Public / Officer Authorized to Administer Oaths

My Commission Expires: 3/14/2029
File with: City Clerk, City of Piqua, 201 West Water Street, Piqua, Ohio 45356
Charter authority: City of Piqua Charter §§ 120, 121, https://codelibrary.amlegal.com/codes/piqua

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Ordinance No. O-16-26 (First Reading)** An ordinance to submit to the Miami County Board of Elections notice of the intent to select an election date for the Recall of Ward 5 City Commissioner and Vice-Mayor Frank DeBrosse and declaring an emergency.
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	On August 11, 2026, the clerk's office received a Petition for the Recall of Ward 5 Commissioner and Vice-Mayor Frank DeBrosse. On August 18, 2026, the petitions were taken to the Miami County Board of Elections with 1,432 signatures. The petition was received by the Commission Clerk with 1,250 signatures verified by the Board of Elections. Pursuant to the Piqua City Charter Section 122, the petition shall be submitted to the City Commissioners for placement in an election to be held not less than forty(40) nor more than sixty(60) days after the petition has been presented to the commission, and at the same time as any other general or special election is to be held within such period, the commission shall call a special recall election to be held within the time aforesaid. This item is an emergency as the petition was submitted to the Commission by the Clerk on September 10, 2026, and a recall election must be set not less than 40 nor more than 60 days from that date. The Commission must also waive the three-reading rule as the Commission must set an election date at this commission meeting to comply with Section 122 of the Piqua City Charter.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: N/A Expenditure $: N/A Source of Funds: N/A Narrative: N/A
ATTACHMENTS	1. BOE COUNT WARD 5 2. Ward 5 Notification 3. Recall Affidavit DeBrosse Ward 5 Address Redacted

Ordinance No. O-16-26 (First Reading)

An ordinance to submit to the Miami County Board of Elections notice of the intent to select an election date for the Recall of Ward 5 City Commissioner and Vice-Mayor Frank DeBrosse and declaring an emergency.

WHEREAS, the City Commission Clerk has received a recall petition for Ward 5 Commissioner and Vice-Mayor Frank DeBrosse; and

WHEREAS, the City Commission Clerk and Miami County Board of Elections have certified the petitions to be valid pursuant to the City of Piqua Charter Section 120, Section 127, and Section 27; and

WHEREAS, this Ordinance constitutes an emergency requiring the immediate preservation of the public, peace, health or safety because, in order to comply with Section 122 of the Piqua City Charter, the Commission must set the date for a recall election within 40 to 60 days of the petition being presented to the Commission, which took place on September 10, 2026.

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: Upon approval of this Ordinance by the Piqua City Commission, the proposed recall shall be submitted to the electors at an election to be held not less than forty (40) nor more than sixty (60) days after the petition has been presented to commission, which took place on September 10, 2026. The recall election shall be held at the same time as any other general or special election that is to be held within such period. This election shall occur on ____________________.

SEC. 2 Notice of the recall petitions may be advertised electronically or by newspaper advertising.

SEC. 3: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the Commission must select a date for a recall election to take place within 40 to 60 days of September 10, 2026. Pursuant to City of Piqua Charter Section 12 and provided this Ordinance receives the required affirmative vote of at least seventy-five percent (75%) of the Commission, this Ordinance shall take effect and be in force immediately upon the Commission's passage.

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 Jim Vetter	
Commissioner Rick Walker	
Commissioner Paul Simmons	
Commissioner Philip Wead	
Commissioner Frank DeBrosse	

Petition Signatures Listed by Receipt

Petition: 260801 RECALL PETITION FOR WARD FIVE COMMISSIONER FRANK

Type: Petition Type **Number of Signatures Required/Validated:** 1250/1250

Receipt: 82026A **Part ID:** 22 **Circulator:** CREE ELIZABETH ST MYERS

[illegible] 405 N PARKWAY DR VALID

City of
PIQUA

CITY COMMISSION

Kimberly Hughes – Commission Clerk
201 West Water Street * Piqua, Ohio 45356
(937) 778-2042 FAX (937) 778-2043
EMail: khughes@piquaoh.gov

September 10, 2026

Dear Commissioner DeBrosse,

The final counts have been certified by the Miami County Board of Elections with regards to the Recall Petition for the Ward 5 Commissioner. Of the 1,432 signatures that had been received and counted by this office, The Board of Elections has verified 1,250 as valid. This now completes the certification process and confirms there are enough signatures to move forward with the next step, which is notifying you officially. Please consider how you wish to proceed and provide me with that information as soon as possible. Thank you for your cooperation.

Sincerely,

Kimberly Hughes

Kimberly Hughes

Cc: City Commissioners
Law Director
City Manager

RECEIVED
JUL 16 2026

AFFIDAVIT FOR RECALL
OF A MEMBER OF THE CITY OF PIQUA COMMISSION

(Made and filed pursuant to Section 120 of the Charter of the City of Piqua, Ohio)

STATE OF OHIO)
COUNTY OF MIAMI) SS:
CITY OF PIQUA)

I, Cree St Myers being first duly sworn according to law, depose and state as follows:

1. I am a resident of the City of Piqua, Ohio, and a registered elector of Ward 5 of said City, the ward from which Frank DeBrosse was elected or chosen to the City of Piqua Commission. My residence address is:
[redacted] Janet Drive Piqua, Ohio 45356.

2. I make and file this affidavit pursuant to Section 120 of the Charter of the City of Piqua, Ohio ("Recall Petition Papers"), for the purpose of seeking the removal from office of **Frank DeBrosse**, who was elected or chosen to represent Ward 5 on the City of Piqua Commission and who currently serves as **Vice Mayor and Ward 5 Commissioner.**

3. The grounds upon which the removal of Frank DeBrosse is sought, each constituting inefficiency, neglect of duty, malfeasance, misfeasance, or nonfeasance in office, incapacity, and/or incompetency within the meaning of Section 120 of the Charter of the City of Piqua, are as follows:

(a) The above-named officer has demonstrated a pattern of disregard for the interests and input of the residents of the City of Piqua, including failure to adequately address matters affecting the public health, safety, and general welfare; failure to protect the civil liberties and constitutional rights of residents, including privacy and Fourth Amendment protections; lack of transparency in official decision-making; and a consequent loss of the public trust necessary to faithfully discharge the duties of the office. The officer has failed to faithfully represent the constituents of the ward and the City, thereby warranting removal and the election of a successor.

4. I request that the City Clerk of the City of Piqua issue to me certified recall petition papers as provided by Section 120 of the Charter, to be circulated for signature among the registered voters of the City of Piqua and returned to the City Clerk within thirty (30) days of the filing of this affidavit, as required by Section 121 of the Charter.

FURTHER AFFIANT SAYETH NAUGHT.

Cree St Myers
Affiant Signature

NOTARIAL SEAL
STATE OF OHIO

KAREN WELDON
Notary Public, State of Ohio
My Commission Expires March 14, 2029

Printed Name: Cree St Myers

Subscribed and sworn to before me this 16th day of July, 2026.

Karen Weldon
Notary Public / Officer Authorized to Administer Oaths
My Commission Expires: 3/14/2029

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026	
REPORT TITLE	**Resolution No. R-102-26** A Resolution approving the Tax Rates for the City as determined by the Miami County Budget Commission.	
SUBMITTED BY	Darren Meredith, Finance Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Every year about this time, we request an approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2026 to be collected in 2027. These certified rates require the approval of our Commission and certification to the Miami County Auditor before October 1, 2026.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	
ATTACHMENTS	1. Certified Tax Rates from County Auditor	

Resolution No. R-102-26

A Resolution approving the Tax Rates for the City as determined by the Miami County Budget Commission.

WHEREAS, on August 26, 2026 the Miami County Budget Commission has, pursuant to general law, certified the following rates of tax to be levied in the City of Piqua for municipal purposes on the general tax duplicate of 2026, subject to any additional levies approved by the electorate; and

WHEREAS, said certified rates of tax require the approval of 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:

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 rates of tax to be levied as follows in the City of Piqua for municipal purposes on the general tax duplicate of 2026 (subject to any additional levies approved by the electorate) are hereby approved and certified;

FUND	MILLS	AMOUNT
Ten Mill Limitation		
General	3.70	$1,952,492.29
Fire Pension	0.30	158,310.19
Police Pension	0.30	158,310.19

SEC. 2: The Clerk of this Commission is directed to file a certified copy of this Resolution with the Miami County Auditor forthwith;

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

____
Jim Vetter, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
CLERK OF COMMISSION

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

Mayor Jim Vetter	______________
Commissioner Frank DeBrosse	______________
Commissioner Rick Walker	______________
Commissioner Paul Simmons	______________
Commissioner Phillip Wead	______________

OFFICE OF THE MIAMI COUNTY BUDGET COMMISSION

To the City Commission:

The Miami County Budget Commission hereby certifies the following rates of tax to be levied in the **PIQUA CITY** for municipal purposes on the general duplicates of **2026.** Rates are subject to any additional levies approved by vote.

FUND	MILLS	REVENUE
Ten Mill Limitation:		
General Fund	3.70	$ 1,952,492.29
Fire Pension	0.30	158,310.19
Police Pension	0.30	158,310.19
No Limitation:		

Please examine the above rates carefully. If there are questions, information in detail may be secured from the County Auditor.

Approved: AUG 26 2026

Paul M. Watkins

PAUL M. WATKINS, PRESIDENT

Matthew W. Gearhardt

MATTHEW W. GEARHARDT, SECRETARY

JIM STUBBS, MEMBER

[MIAMI COUNTY BUDGET COMMISSION]

TO THE MIAMI COUNTY BUDGET COMMISSION:

At a meeting of the Council/Commission of the City/Village of **PIQUA CITY** held on the _______ day of ___________________________, 2026, a motion was made by ____________________________________, that the rates of tax as determined by the Miami County Budget Commission for the year **2026** be accepted.
The motion was seconded by ______________________________________ with the following vote being recorded:

President	Member	Member
Member	Member	Member
CLERK	DATE	

RETURN ONE ORIGINAL TO THE MIAMI COUNTY AUDITOR BY OCTOBER 1

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Resolution No. R-103-26** A resolution awarding a contract to M&T Excavating, LLC for the Marymont Drive Utility Project
SUBMITTED BY	Chad Henry, Community Services Director Community Services
AGENDA CLASSIFICATION	Resolution over $75K
BACKGROUND	On August 25th, 2026, five bids were received for the Marymont Drive Utility Project #23-11 (see attached Exhibit A). The project consists of replacing all existing utilities inside the right-of-way on Marymont Drive (Exhibit B). Water replacement will include all water main, services and fire hydrants. Sanitary sewer replacement will include all sanitary main, manholes and laterals up to the right-of-way. Storm sewer replacement will include all storm main, manholes and catch basins. The street will have all new asphalt installed, including necessary curb ramps at the Park Avenue intersection. The City of Piqua received a $500,000 OPWC grant for the project in July 2025.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: 2,006,795 Expenditure $: 1,446,000 Source of Funds: OPWC Grant ($500,000), Water, Wastewater, Stormwater & Street Levy Tax (103) Funds Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.
ATTACHMENTS	1. Exhibit A - Bid Tab for 23-11 2. Exhibit B - Location Map

<u>Resolution No. R-103-26</u>

A resolution awarding a contract to M&T Excavating, LLC for the Marymont Drive Utility Project

WHEREAS, on December 9, 2025, this Commission passed Resolution No. R-136-25 authorizing the City Purchasing Department to advertise for bids, according to law, for the 23-11 Marymont Drive Utility Project; and

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

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

SEC. 1: A contract is hereby approved with M&T Excavating, LLC as the lowest, responsible bidder for the Marymont Drive Utility Project and the Interim City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw their warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $1,446,000.

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

____
JAMES D. VETTER, MAYOR

PASSED: ________________________

ATTEST: ________________________
CLERK OF COMMISSION

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

Mayor James D. Vetter __________

Commissioner Frank DeBrosse	_______________
Commissioner Paul Simmons	_______________
Commissioner Rick Walker	_______________
Commissioner Philip Wead	_______________

Exhibit A

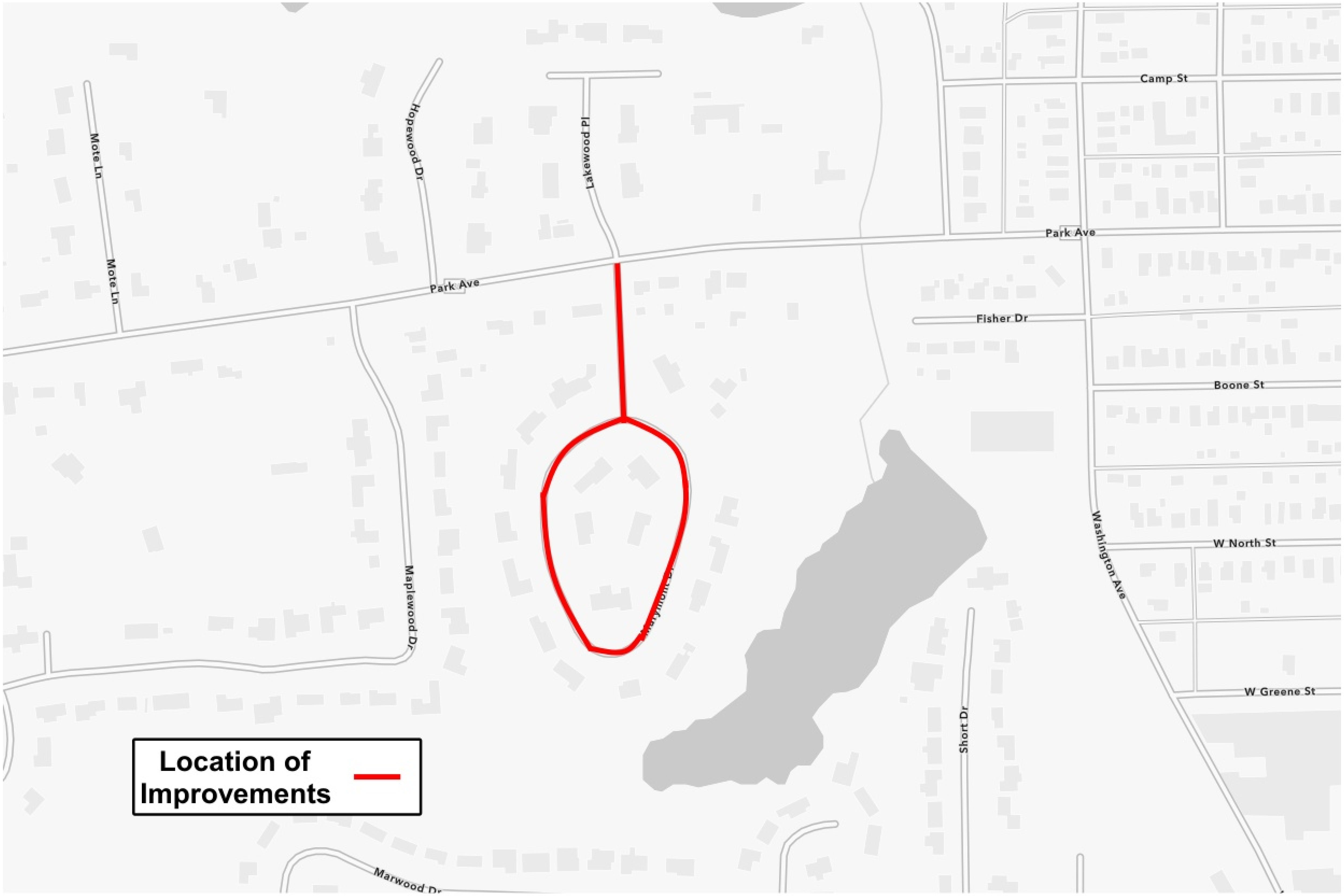
#23-11 Marymont Drive Utility Project - Bid Tab

Item	M&T Excavating, LLC.			Performance Site Development		
	Quantity	Price	Extension	Quantity	Price	Extension
Description						
201 - CLEARING AND GRUBBING, AS PER PLAN - LUMP - 0010	1.000	$14,145.000	$14,145.000	1.000	$6,815.130	$6,815.130
202 - REMOVED, AS PER PLAN - LUMP - 0020	1.000	$11,008.000	$11,008.000	1.000	$24,150.000	$24,150.000
202 - CURB AND GUTTER REMOVED - FT. - 0030	81.000	$9.000	$729.000	81.000	$11.000	$891.000
202 - BRICK WALK REMOVED - S.F. - 0040	43.000	$14.000	$602.000	43.000	$25.000	$1,075.000
202 - WALK REMOVED - S.F. - 0050	93.000	$5.000	$465.000	93.000	$8.000	$744.000
202 - PIPE REMOVED, 24" AND UNDER - FT. - 0060	608.000	$9.000	$5,472.000	608.000	$22.000	$13,376.000
202 - VALVE BOX REMOVED - EACH - 0070	4.000	$250.000	$1,000.000	4.000	$320.000	$1,280.000
202 - CATCH BASIN REMOVED - EACH - 0080	4.000	$423.000	$1,692.000	4.000	$550.000	$2,200.000
202 - MANHOLE REMOVED - EACH - 0090	3.000	$847.000	$2,541.000	3.000	$725.000	$2,175.000
203 - EXCAVATION INCLUDING EMBANKMENT CONSTRUCTION, AS PER PLAN - C.Y. - 0100	3,036.000	$19.000	$57,684.000	3,036.000	$22.000	$66,792.000
204 - SUBGRADE COMPACTION, AS PER PLAN - S.Y. - 0110	5,863.000	$1.000	$5,863.000	5,863.000	$1.000	$5,863.000
204 - EXCAVATION OF SUBGRADE, AS PER PLAN - C.Y. - 0120	950.000	$53.000	$50,350.000	950.000	$24.000	$22,800.000
204 - GEOGRID, AS PER PLAN - S.Y. - 0130	2,850.000	$7.000	$19,950.000	2,850.000	$4.250	$12,112.500
301 - ASPHALT CONCRETE BASE, PG64-22, (449) - C.Y. - 0140	3.000	$307.000	$921.000	3.000	$446.000	$1,338.000
304 - AGGREGATE BASE, AS PER PLAN - C.Y. - 0150	1,696.000	$63.000	$106,848.000	1,696.000	$82.000	$139,072.000
407 - NON-TRACKING TACK COAT - GAL. - 0160	350.000	$5.000	$1,750.000	350.000	$6.900	$2,415.000
441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) - C.Y. - 0170	314.000	$234.000	$73,476.000	314.000	$288.770	$90,673.780
441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 - C.Y. - 0180	230.000	$270.000	$62,100.000	230.000	$325.550	$74,876.500
441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) (DRIVEWAY) - C.Y. - 0190	17.000	$307.000	$5,219.000	17.000	$446.500	$7,590.500
441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 (DRIVEWAY) - C.Y. - 0200	13.000	$338.000	$4,394.000	13.000	$445.500	$5,791.500
452 - 6" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN - S.Y. - 0210	112.000	$166.000	$18,592.000	112.000	$105.350	$11,799.200
608 - 4" CONCRETE WALK, AS PER PLAN - S.F. - 0220	51.000	$37.000	$1,887.000	51.000	$21.000	$1,071.000
608 - CURB RAMP, AS PER PLAN - S.F. - 0230	135.000	$37.000	$4,995.000	135.000	$23.000	$3,105.000
609 - COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN - FT. - 0240	84.000	$86.000	$7,224.000	84.000	$55.000	$4,620.000
611 - 4" CONDUIT, TYPE B, 707.45, AS PER PLAN - FT. - 0250	50.000	$1.000	$50.000	50.000	$25.000	$1,250.000
611 - 6" CONDUIT, TYPE B, 707.45, AS PER PLAN - FT. - 0260	50.000	$1.000	$50.000	50.000	$25.000	$1,250.000
611 - 8" CONDUIT, TYPE B, 707.45, AS PER PLAN - FT. - 0270	50.000	$1.000	$50.000	50.000	$25.000	$1,250.000
611 - 4" STORM SEWER, AS PER PLAN - FT. - 0280	10.000	$43.000	$430.000	10.000	$44.000	$440.000
611 - 6" STORM SEWER, AS PER PLAN - FT. - 0290	5.000	$50.000	$250.000	5.000	$64.000	$320.000
611 - 12" STORM SEWER, AS PER PLAN - FT. - 0300	989.000	$85.000	$84,065.000	989.000	$62.650	$61,960.850
611 - 15" STORM SEWER, AS PER PLAN - FT. - 0310	225.000	$85.000	$19,125.000	225.000	$85.000	$19,125.000
611 - CATCH BASIN, TYPE 2-2B, AS PER PLAN - EACH - 0320	7.000	$2,250.000	$15,750.000	7.000	$1,918.000	$13,426.000
611 - STORM SEWER MANHOLE, NO.3, AS PER PLAN - EACH - 0330	1.000	$4,100.000	$4,100.000	1.000	$3,521.000	$3,521.000
611 - TYPE 3, SANITARY SEWER MANHOLE, AS PER PLAN - EACH - 0340	8.000	$5,500.000	$44,000.000	8.000	$3,737.000	$29,896.000
611 - 8" PVC SDR-35 SANITARY SEWER, AS PER PLAN - FT. - 0350	441.000	$144.000	$63,504.000	441.000	$235.000	$103,635.000
611 - 8" AWWA C900 SANITARY SEWER, AS PER PLAN - FT. - 0360	1,348.000	$115.000	$155,020.000	1,348.000	$120.850	$162,905.800
611 - 4" SANITARY LATERALS, AS PER PLAN - FT. - 0370	50.000	$57.000	$2,850.000	50.000	$47.300	$2,365.000
611 - 6" SANITARY LATERALS, AS PER PLAN - FT. - 0380	341.000	$64.000	$21,824.000	341.000	$133.650	$45,574.650
614 - MAINTAINING TRAFFIC - LUMP - 0390	1.000	$4,305.000	$4,305.000	1.000	$22,155.000	$22,155.000
623 - CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN - LUMP - 0400	1.000	$15,928.000	$15,928.000	1.000	$9,250.000	$9,250.000
630 - GROUND MOUNTED SUPPORT, NO. 3 POST - FT. - 0410	14.500	$70.000	$1,015.000	14.500	$60.450	$876.525
630 - REMOVAL OF GROUND MOUNTED SIGN AND REERECTION - EACH - 0420	3.000	$348.000	$1,044.000	3.000	$297.650	$892.950
630 - REMOVAL OF GROUND MOUNTED POST AND DISPOSAL - EACH - 0430	1.000	$28.000	$28.000	1.000	$23.850	$23.850
638 - 3/4" WATER SERVICE BRANCH, AS PER PLAN - FT. - 0440	50.000	$100.000	$5,000.000	50.000	$85.000	$4,250.000
638 - 1" WATER SERVICE BRANCH, AS PER PLAN - FT. - 0450	614.000	$61.000	$37,454.000	614.000	$85.000	$52,190.000
638 - 8" DIP, CL-52 WATER MAIN, AS PER PLAN - FT. - 0460	1,879.000	$110.000	$206,690.000	1,879.000	$139.700	$262,496.300
638 - 8" GATE VALVE - EACH - 0470	4.000	$2,892.000	$11,568.000	4.000	$2,950.000	$11,800.000
638 - METER PIT, INCLUDING METER, SETTING AND VALVES, AS PER PLAN - EACH - 0480	21.000	$1,402.000	$29,442.000	21.000	$1,325.000	$27,825.000
638 - 6" FIRE HYDRANT ASSEMBLY, AS PER PLAN - EACH - 0490	4.000	$9,129.000	$36,516.000	4.000	$11,140.000	$44,560.000
638 - FIRE HYDRANT ASSEMBLY REMOVED - EACH - 0500	2.000	$664.000	$1,328.000	2.000	$1,015.000	$2,030.000
644 - STOP LINE - FT. - 0510	10.000	$65.000	$650.000	10.000	$55.400	$554.000
644 - CROSSWALK LINE, 12" - FT. - 0520	67.000	$32.000	$2,144.000	67.000	$27.750	$1,859.250
659 - SEEDING AND MULCHING, CLASS 1, AS PER PLAN - S.Y. - 0530	2,500.000	$4.000	$10,000.000	2,500.000	$4.000	$10,000.000
690 - SPECIAL - REMOVE AND RESET MAILBOX - EACH - 0540	20.000	$443.000	$8,860.000	20.000	$185.000	$3,700.000
832 - EROSION CONTROL - EACH - 0550	5,500.000	$1.000	$5,500.000	5,500.000	$1.000	$5,500.000
SPEC - VIDEO INSPECTION OF ALL SANITARY SEWER - LUMP - 0560	1.000	$15,108.000	$15,108.000	1.000	$32,150.000	$32,150.000
SPEC - VIDEO INSPECTION OF COMPLETE STORM SEWER IMPROVEMENTS - LUMP - 0570	1.000	$14,047.000	$14,047.000	1.000	$9,000.000	$9,000.000
202 - SPECIAL - FILL AND PLUG EXISTING CONDUIT - FT. - 0580	161.000	$34.000	$5,474.000	161.000	$15.000	$2,415.000
611 - 12" YARD DRAIN, AS PER PLAN - EACH - 0590	10.000	$2,270.000	$22,700.000	10.000	$2,225.000	$22,250.000
611 - 15" YARD DRAIN, AS PER PLAN - EACH - 0600	3.000	$2,864.000	$8,592.000	3.000	$2,295.000	$6,885.000
611 - SANITARY SEWER CLEANOUT, AS PER PLAN - EACH - 0610	2.000	$934.000	$1,868.000	2.000	$1,030.000	$2,060.000
61 Items	**Totals**		$1,315,236.000			$1,484,268.285

#23-11 Marymont Drive Utility Project - Bid Tab

	Outdoor Enterprise			Milcon Concrete			Majors Enterprises Inc		
Item	**Quantity**	**Price**	**Extension**	**Quantity**	**Price**	**Extension**	**Quantity**	**Price**	**Extension**
Description									
201 - CLEARING AND GRUBBING, AS PER PLAN - LUMP - 0010	1.000	$16,700.000	$16,700.000	1.000	$1,070.000	$1,070.000	1.000	$15,000.000	$15,000.000
202 - REMOVED, AS PER PLAN - LUMP - 0020	1.000	$11,000.000	$11,000.000	1.000	$9,000.000	$9,000.000	1.000	$25,000.000	$25,000.000
202 - CURB AND GUTTER REMOVED - FT. - 0030	81.000	$4.000	$324.000	81.000	$5.000	$405.000	81.000	$10.000	$810.000
202 - BRICK WALK REMOVED - S.F. - 0040	43.000	$1.000	$43.000	43.000	$16.000	$688.000	43.000	$10.000	$430.000
202 - WALK REMOVED - S.F. - 0050	93.000	$1.000	$93.000	93.000	$1.000	$93.000	93.000	$10.000	$930.000
202 - PIPE REMOVED, 24" AND UNDER - FT. - 0060	608.000	$38.000	$23,104.000	608.000	$26.500	$16,112.000	608.000	$45.000	$27,360.000
202 - VALVE BOX REMOVED - EACH - 0070	4.000	$200.000	$800.000	4.000	$202.000	$808.000	4.000	$250.000	$1,000.000
202 - CATCH BASIN REMOVED - EACH - 0080	4.000	$625.000	$2,500.000	4.000	$515.000	$2,060.000	4.000	$750.000	$3,000.000
202 - MANHOLE REMOVED - EACH - 0090	3.000	$1,120.000	$3,360.000	3.000	$920.000	$2,760.000	3.000	$1,250.000	$3,750.000
203 - EXCAVATION INCLUDING EMBANKMENT CONSTRUCTION, AS PER PLAN - C.Y. - 0100	3,036.000	$25.500	$77,418.000	3,036.000	$29.500	$89,562.000	3,036.000	$45.000	$136,620.000
204 - SUBGRADE COMPACTION, AS PER PLAN - S.Y. - 0110	5,863.000	$1.500	$8,794.500	5,863.000	$2.500	$14,657.500	5,863.000	$5.000	$29,315.000
204 - EXCAVATION OF SUBGRADE, AS PER PLAN - C.Y. - 0120	950.000	$64.000	$60,800.000	950.000	$88.000	$83,600.000	950.000	$25.000	$23,750.000
204 - GEOGRID, AS PER PLAN - S.Y. - 0130	2,850.000	$2.700	$7,695.000	2,850.000	$1.930	$5,500.500	2,850.000	$8.000	$22,800.000
301 - ASPHALT CONCRETE BASE, PG64-22, (449) - C.Y. - 0140	3.000	$275.000	$825.000	3.000	$595.000	$1,785.000	3.000	$250.000	$750.000
304 - AGGREGATE BASE, AS PER PLAN - C.Y. - 0150	1,696.000	$62.000	$105,152.000	1,696.000	$42.000	$71,232.000	1,696.000	$65.000	$110,240.000
407 - NON-TRACKING TACK COAT - GAL. - 0160	350.000	$4.000	$1,400.000	350.000	$5.600	$1,960.000	350.000	$5.000	$1,750.000
441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) - C.Y. - 0170	314.000	$209.000	$65,626.000	314.000	$240.000	$75,360.000	314.000	$200.000	$62,800.000
441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 - C.Y. - 0180	230.000	$242.000	$55,660.000	230.000	$268.000	$61,640.000	230.000	$230.000	$52,900.000
441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) (DRIVEWAY) - C.Y. - 0190	17.000	$165.000	$2,805.000	17.000	$239.000	$4,063.000	17.000	$260.000	$4,420.000
441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 (DRIVEWAY) - C.Y. - 0200	13.000	$302.000	$3,926.000	13.000	$268.000	$3,484.000	13.000	$285.000	$3,705.000
452 - 6" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN - S.Y. - 0210	112.000	$160.000	$17,920.000	112.000	$161.500	$18,088.000	112.000	$135.000	$15,120.000
608 - 4" CONCRETE WALK, AS PER PLAN - S.F. - 0220	51.000	$35.000	$1,785.000	51.000	$41.000	$2,091.000	51.000	$20.000	$1,020.000
608 - CURB RAMP, AS PER PLAN - S.F. - 0230	135.000	$35.000	$4,725.000	135.000	$40.000	$5,400.000	135.000	$20.000	$2,700.000
609 - COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN - FT. - 0240	84.000	$80.000	$6,720.000	84.000	$85.000	$7,140.000	84.000	$100.000	$8,400.000
611 - 4" CONDUIT, TYPE B, 707.45, AS PER PLAN - FT. - 0250	50.000	$13.000	$650.000	50.000	$11.000	$550.000	50.000	$5.000	$250.000
611 - 6" CONDUIT, TYPE B, 707.45, AS PER PLAN - FT. - 0260	50.000	$19.000	$950.000	50.000	$15.000	$750.000	50.000	$5.000	$250.000
611 - 8" CONDUIT, TYPE B, 707.45, AS PER PLAN - FT. - 0270	50.000	$26.000	$1,300.000	50.000	$20.000	$1,000.000	50.000	$5.000	$250.000
611 - 4" STORM SEWER, AS PER PLAN - FT. - 0280	10.000	$100.000	$1,000.000	10.000	$53.000	$530.000	10.000	$5.000	$50.000
611 - 6" STORM SEWER, AS PER PLAN - FT. - 0290	5.000	$109.000	$545.000	5.000	$221.000	$1,105.000	5.000	$5.000	$25.000
611 - 12" STORM SEWER, AS PER PLAN - FT. - 0300	989.000	$113.000	$111,757.000	989.000	$98.000	$96,922.000	989.000	$125.000	$123,625.000
611 - 15" STORM SEWER, AS PER PLAN - FT. - 0310	225.000	$127.000	$28,575.000	225.000	$123.000	$27,675.000	225.000	$145.000	$32,625.000
611 - CATCH BASIN, TYPE 2-2B, AS PER PLAN - EACH - 0320	7.000	$3,040.000	$21,280.000	7.000	$2,950.000	$20,650.000	7.000	$4,500.000	$31,500.000
611 - STORM SEWER MANHOLE, NO.3, AS PER PLAN - EACH - 0330	1.000	$4,109.000	$4,109.000	1.000	$4,730.000	$4,730.000	1.000	$5,500.000	$5,500.000
611 - TYPE 3, SANITARY SEWER MANHOLE, AS PER PLAN - EACH - 0340	8.000	$4,233.000	$33,864.000	8.000	$6,315.000	$50,520.000	8.000	$10,000.000	$80,000.000
611 - 8" PVC SDR-35 SANITARY SEWER, AS PER PLAN - FT. - 0350	441.000	$243.000	$107,163.000	441.000	$333.000	$146,853.000	441.000	$165.000	$72,765.000
611 - 8" AWWA C900 SANITARY SEWER, AS PER PLAN - FT. - 0360	1,348.000	$117.000	$157,716.000	1,348.000	$78.500	$105,818.000	1,348.000	$195.000	$262,860.000
611 - 4" SANITARY LATERALS, AS PER PLAN - FT. - 0370	50.000	$165.000	$8,250.000	50.000	$41.000	$2,050.000	50.000	$115.000	$5,750.000
611 - 6" SANITARY LATERALS, AS PER PLAN - FT. - 0380	341.000	$175.000	$59,675.000	341.000	$225.000	$76,725.000	341.000	$125.000	$42,625.000
614 - MAINTAINING TRAFFIC - LUMP - 0390	1.000	$12,960.000	$12,960.000	1.000	$92,150.000	$92,150.000	1.000	$5,000.000	$5,000.000
623 - CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN - LUMP - 0400	1.000	$7,500.000	$7,500.000	1.000	$19,500.000	$19,500.000	1.000	$15,000.000	$15,000.000
630 - GROUND MOUNTED SUPPORT, NO. 3 POST - FT. - 0410	14.500	$17.000	$246.500	14.500	$17.000	$246.500	14.500	$25.000	$362.500
630 - REMOVAL OF GROUND MOUNTED SIGN AND REERECTION - EACH - 0420	3.000	$50.000	$150.000	3.000	$50.000	$150.000	3.000	$50.000	$150.000
630 - REMOVAL OF GROUND MOUNTED POST AND DISPOSAL - EACH - 0430	1.000	$28.000	$28.000	1.000	$30.000	$30.000	1.000	$50.000	$50.000
638 - 3/4" WATER SERVICE BRANCH, AS PER PLAN - FT. - 0440	50.000	$83.500	$4,175.000	50.000	$54.000	$2,700.000	50.000	$100.000	$5,000.000
638 - 1" WATER SERVICE BRANCH, AS PER PLAN - FT. - 0450	614.000	$86.500	$53,111.000	614.000	$84.000	$51,576.000	614.000	$100.000	$61,400.000
638 - 8" DIP, CL-52 WATER MAIN, AS PER PLAN - FT. - 0460	1,879.000	$144.000	$270,576.000	1,879.000	$141.500	$265,878.500	1,879.000	$155.000	$291,245.000
638 - 8" GATE VALVE - EACH - 0470	4.000	$2,660.000	$10,640.000	4.000	$2,505.000	$10,020.000	4.000	$3,500.000	$14,000.000
638 - METER PIT, INCLUDING METER, SETTING AND VALVES, AS PER PLAN - EACH - 0480	21.000	$1,616.000	$33,936.000	21.000	$775.000	$16,275.000	21.000	$1,450.000	$30,450.000
638 - 6" FIRE HYDRANT ASSEMBLY, AS PER PLAN - EACH - 0490	4.000	$9,900.000	$39,600.000	4.000	$9,990.000	$39,960.000	4.000	$10,000.000	$40,000.000
638 - FIRE HYDRANT ASSEMBLY REMOVED - EACH - 0500	2.000	$740.000	$1,480.000	2.000	$640.000	$1,280.000	2.000	$1,000.000	$2,000.000
644 - STOP LINE - FT. - 0510	10.000	$58.000	$580.000	10.000	$60.000	$600.000	10.000	$25.000	$250.000
644 - CROSSWALK LINE, 12" - FT. - 0520	67.000	$29.000	$1,943.000	67.000	$30.000	$2,010.000	67.000	$35.000	$2,345.000
659 - SEEDING AND MULCHING, CLASS 1, AS PER PLAN - S.Y. - 0530	2,500.000	$9.900	$24,750.000	2,500.000	$14.300	$35,750.000	2,500.000	$2.000	$5,000.000
690 - SPECIAL - REMOVE AND RESET MAILBOX - EACH - 0540	20.000	$300.000	$6,000.000	20.000	$400.000	$8,000.000	20.000	$100.000	$2,000.000
832 - EROSION CONTROL - EACH - 0550	5,500.000	$0.010	$55.000	5,500.000	$1.000	$5,500.000	5,500.000	$1.000	$5,500.000
SPEC - VIDEO INSPECTION OF ALL SANITARY SEWER - LUMP - 0560	1.000	$7,800.000	$7,800.000	1.000	$5,250.000	$5,250.000	1.000	$7,500.000	$7,500.000
SPEC - VIDEO INSPECTION OF COMPLETE STORM SEWER IMPROVEMENTS - LUMP - 0570	1.000	$5,650.000	$5,650.000	1.000	$3,610.000	$3,610.000	1.000	$7,500.000	$7,500.000
202 - SPECIAL - FILL AND PLUG EXISTING CONDUIT - FT. - 0580	161.000	$34.000	$5,474.000	161.000	$111.000	$17,871.000	161.000	$45.000	$7,245.000
611 - 12" YARD DRAIN, AS PER PLAN - EACH - 0590	10.000	$2,430.000	$24,300.000	10.000	$2,590.000	$25,900.000	10.000	$1,850.000	$18,500.000
611 - 15" YARD DRAIN, AS PER PLAN - EACH - 0600	3.000	$3,030.000	$9,090.000	3.000	$3,335.000	$10,005.000	3.000	$2,250.000	$6,750.000
611 - SANITARY SEWER CLEANOUT, AS PER PLAN - EACH - 0610	2.000	$538.000	$1,076.000	2.000	$1,025.000	$2,050.000	2.000	$250.000	$500.000
61 Items	**Totals**		$1,537,130.000			$1,630,749.000			$1,739,392.500

Exhibit B



Marymont Drive Utility Project
Project Location Map
City of Piqua

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Resolution No. R-104-26** A resolution approving a final development plan for Sections #2 & 3, Parcel ID #N44-076909
SUBMITTED BY	Chad Henry, Community Services Director Community Services
AGENDA CLASSIFICATION	Resolution
BACKGROUND	The applicant is seeking a final development plan (FDP) for Shaw Farms, a residential subdivision, which was approved for a Preliminary Development Plan and Development Standards under the Planned Development process in December 2025. The FDP includes the record plat for Section 2 & 3 and will be constructed in 3 separate phases. Shaw Farms is a single-family home development with 132 home sites on 34 acres. 12 acres or 35.2% of the site will serve as detention and retention pond space that will be managed and maintained by an HOA. The Final Development Plan approval process, which the Planning Commission reviewed, and which is before the City Commission for formal consideration, includes review of the fully engineered plans to confirm that they substantially meet the Preliminary Development Plan that was previously approved. It does not include review of elements that have been previously approved or requests to modify previously approved elements. What is before the City Commission is whether the engineered plans meet the Preliminary Development Plan. That includes, but is not limited to, confirmation of roadway widths and locations, lot locations and dimensions, stormwater calculations and pond, landscaping, and parking. The Planning Commission heard the case on September 8, 2026, and gave a recommendation of approval with a 5-0 vote. City staff recommends approval of this resolution.

BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	1. PC 13-26 - Resolution (Signed) 2. 3. 2026-07-21_Shaw Farm Subdivision Section Two-Final Plat (002) 3. 4. 2026-07-21_Shaw Farm Subdivision Section Three-Final Plat 4. PC 13-26 - Staff Report	

<u>Resolution No. R-104-26</u>

A resolution approving a final development plan for Sections #2 & 3, Parcel ID #N44-076909

WHEREAS, the property identified as Parcel #N44-076909, Piqua, Ohio, is zoned PD-R under the City of Piqua Development Code (Title XV: Land Usage of the Piqua Code of Ordinances, effective May 18, 2023); and

WHEREAS, the applicant has requested approval of a Final Development Plan for Sections 2 & 3, Parcel #N44-076909 in accordance with Article 2, Section 2.10.2.G of the Development Code; and

WHEREAS, the proposed Final Development Plan has been reviewed by City departments and complies with the Preliminary Development Plan and Development standards adopted in December 2025, for lot layout, access, utilities, landscaping, easements, and other requirements; and

WHEREAS, the Piqua Planning Commission has reviewed the application, including any associated plans and supporting documents, and finds that the Final Development Plan is in alignment with the Preliminary Development Plan and adopted Development Standards for the Shaw Farms Planned Development and substantially conforms with the City's adopted plans and policies, and serves the public interest; and

WHEREAS, the Piqua Planning Commission met on September 8, 2026, heard public testimony, and made a formal recommendation for approval on PC 13-26, with a 5-0 vote; and

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

SEC. 1: The Commission hereby takes the action necessary to authorize and approve the Final Development Plan with plat, easements and details, as shown in Exhibit A attached.

SEC. 2: The City Manager shall cause the plat and all appropriate and necessary legal instruments that support such actions to be properly recorded.
nter text here.

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	______________

RESOLUTION No. PC 13-26

A RESOLUTION RECOMMENDING APPROVAL OF A FINAL DEVELOPMENT PLAN FOR SECTIONS 2 & 3, PARCEL N44-076909, CITY OF PIQUA, OHIO

WHEREAS, the property identified as Parcel #N44-076909, Piqua, Ohio, is zoned PD-R under the City of Piqua Development Code (Title XV: Land Usage of the Piqua Code of Ordinances, effective May 18, 2023); and

WHEREAS, the applicant has requested approval of a Final Development Plan for Sections 2 & 3, Parcel #N44-077518 in accordance with Article 2, Section 2.10.2.G of the Development Code; and

WHEREAS, the proposed Final Development Plan has been reviewed by City departments and complies with the Preliminary Development Plan and Development standards adopted in December 2025, for lot layout, access, utilities, landscaping, easements, and other requirements; and

WHEREAS, the Piqua Planning Commission has reviewed the application, including any associated plans and supporting documents, and finds that the Final Development Plan is in alignment with the Preliminary Development Plan and adopted Development Standards for the Shaw Farms Planned Development and substantially conforms with the City's adopted plans and policies, and serves the public interest; and

NOW THEREFORE BE IT RESOLVED, board member UNDERWOOD hereby moves to recommend APPROVAL of the Final Development Plan for Sections 2 & 3, Parcel #N44-077518, as described by this resolution, the testimony and documents provided, with the motion seconded by board member SEAS and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Eddie Harvey	☑	☐	☐	☐
Mr. Terry Wright	☑	☐	☐	☐
Mr. Adam Seas	☑	☐	☐	☐
Mr. Micah Underwood	☑	☐	☐	☐
Mr. Wayne Davey	☑	☐	☐	☐

Adopted this 8TH day of SEPTEMBER, 2026.

RESOLUTION No. PC 13-26

Chairman, Planning Commission

Eddie Harvey

Clerk, Planning Commission

Emily McCulla

SHAW FARM SUBDIVISION SECTION TWO

PT INLOT 7852	PIQUA	MIAMI	OHIO
INLOT	CITY	COUNTY	STATE

PLAT AUTHORIZATION AND DEDICATION

CLAYTON PROPERTIES GROUP, INC. dba ARBOR HOMES, THE OWNERS OF THE LAND INCLUDED WITHIN THIS PLAT HAVE CAUSED THE AREA LOCATED IN THE CITY OF PIQUA, OHIO ENCOMPASSED BY THIS PLAT, TO BE SURVEYED, PLATTED, AND KNOWN AS SHAW FARM SUBDIVISION SECTION TWO. FURTHERMORE, CLAYTON PROPERTIES GROUP, INC., DEDICATE THE STREETS AND EASEMENTS AS SHOWN ON THIS PLAT TO THE PUBLIC USE FOREVER.

CLAYTON PROPERTIES GROUP, INC.
dba ARBOR HOMES
2026OR-XXXXXXX

SIGNATURE ____________ PRINTED NAME ____________ TITLE ____________

STATE OF ________________ COUNTY OF ________________ ;S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____________________, 20___, BY CLAYTON PROPERTIES GROUP, INC.

NOTARY PUBLIC

LIEN HOLDER

AWESOME BANK
2026OR-XXXXXXX

SIGNATURE ____________ PRINTED NAME ____________ TITLE ____________

STATE OF ________________ COUNTY OF ________________ ;S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____________________, 20___, BY AWESOME BANK.

NOTARY PUBLIC

OWNER'S STATEMENT

____________________________, OF CLAYTON PROPERTIES GROUP, INC. , BEING DULY SWORN SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HIS/HER KNOWLEDGE, INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR AS LIEN HOLDERS, HAVE UNITED IN ITS EXECUTION.

SIGNATURE ____________ PRINTED NAME ____________ TITLE ____________

STATE OF ________________ COUNTY OF ________________ ;S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____________________, 20___, BY ________________________________.

NOTARY PUBLIC

FINAL PLAT NOTES

1.) ALL FRONT INLOT LINES ARE SUBJECT TO A PUBLIC 15' UTILITY EASEMENT UNLESS OTHERWISE NOTED.

2.) ALL COMMON INLOT LINES ARE SUBJECT TO A PRIVATE 5' STORM/DRAINAGE EASEMENT ON EACH SIDE.

3.) OPEN SPACE INLOTS ARE SUBJECT TO A PRIVATE STORM/DRAINAGE EASEMENT AS A WHOLE INLOT AND SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

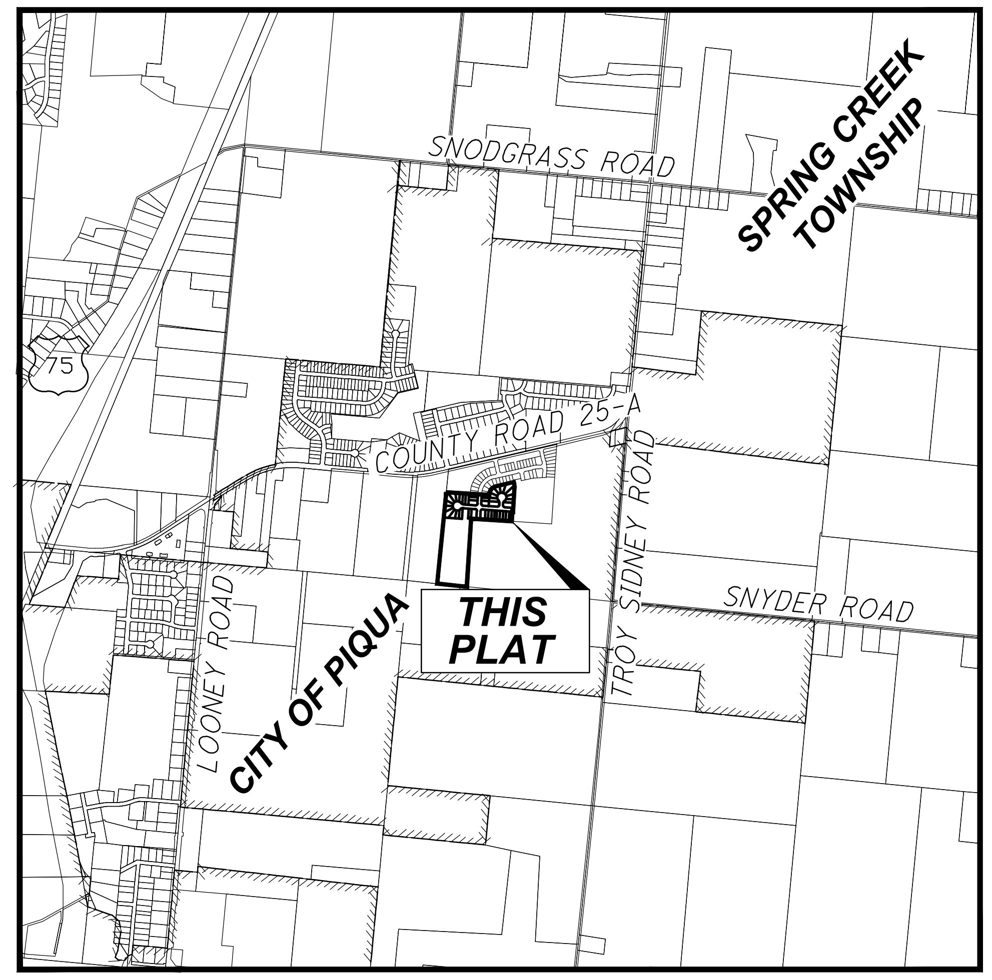
4.) STORMWATER DETENTION BASINS AND DRYWELLS ARE TO BE MAINTAINED BY THE DEVELOPER, HOMEOWNER'S ASSOCIATION, AND/OR PROPERTY OWNER.

5.) ALL STORM/DRAINAGE EASEMENTS ARE PRIVATE AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

6.) MAILBOX AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

7.) FENCES AND STRUCTURES ARE NOT PERMITTED IN THE STORM/DRAINAGE AND UTILITY EASEMENTS.

8.) NO WELLS SHALL BE DRILLED IN THIS SUBDIVISION.



VICINITY MAP

CITY OF PIQUA APPROVAL

THIS REPLAT WAS REVIEWED AND APPROVED BY ME THIS ___ DAY OF ________________, 20___.

CHAD HENRY
CITY OF PIQUA PLANNER

CITY OF PIQUA PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF __________________, 20___, THIS PLAT WAS REVIEWED AND APPROVED.

CHAIR ____________ CLERK ____________

THE CITY COMMISSION OF THE CITY OF PIQUA

AT A MEETING OF THE CITY COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF ______________________, 20___, THIS PLAT WAS APPROVED BY ORDINANCE NO. __________________.

MAYOR ____________ CLERK ____________

OWNERS ASSOCIATION RESTRICTIONS

ALL OF THE INLOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SHAW FARM SUBDIVISION HOMEOWNER'S ASSOCIATION, RECORDED AS ___________________________, OF THE MIAMI COUNTY RECORDER'S RECORDS.

DESCRIPTION

BEING A 15.033-ACRE RESIDENTIAL SUBDIVISION, PART OF INLOT 7852 OF THE ANNEXATION TO THE CITY OF PIQUA AS SHOWN ON PLAT BOOK 15 PAGE 113 AND CONVEYED TO CLAYTON PROPERTIES GROUP, INC. IN 2026OR-XXXXXXXX OF THE MIAMI COUNTY RECORDER'S OFFICE.

SHAW FARM SUBDIVISION SECTION TWO AREA SUMMARY

40 BUILDING INLOTS	5.578 ACRES
2 OPEN AREA INLOTS	7.760 ACRES
NEW STREET R/W	1.695 ACRES
TOTAL	15.033 ACRES

CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE SUBDIVISION HEREON PLATTED AS SHOWN ON AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION. 5/8"X 30" IRON PINS WITH CAPS WILL BE SET AT ALL INLOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES.

ALLEN J. BERTKE, P.S. #8629 ____________ DATE

SUBMITTED FOR REVIEW

STATE OF OHIO ALLEN J. BERTKE REGISTERED PROFESSIONAL SURVEYOR

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH DIST	CH BEARING
C1	25.00'	39.27'	90°00'00"	35.36'	S48°46'10"W
C2	25.00'	39.27'	90°00'00"	35.36'	S41°13'50"E
C3	25.00'	39.27'	90°00'00"	35.36'	N48°46'10"E
C4	25.00'	39.27'	90°00'00"	35.36'	N41°13'50"W
C5	50.00'	17.92'	20°32'01"	17.82'	N75°57'50"W
C6	50.00'	23.11'	26°28'50"	22.90'	N52°27'24"W
C7	60.00'	25.71'	24°32'47"	25.51'	N51°29'23"W
C8	60.00'	35.60'	33°59'53"	35.08'	N80°45'43"W
C9	60.00'	28.36'	27°05'05"	28.10'	S68°41'48"W
C10	60.00'	28.36'	27°04'51"	28.10'	S41°36'50"W
C11	60.00'	28.35'	27°04'32"	28.09'	S14°32'08"W
C12	60.00'	28.35'	27°04'10"	28.08'	N12°32'13"W
C13	60.00'	28.34'	27°03'51"	28.08'	N39°36'13"W
C14	60.00'	28.34'	27°03'39"	28.08'	N66°39'59"W
C15	60.00'	38.94'	37°11'10"	38.26'	S81°12'36"W
C16	60.00'	16.61'	15°51'42"	16.56'	S54°41'10"W
C17	50.00'	31.54'	36°08'42"	31.02'	S64°49'40"W
C18	50.00'	9.49'	10°52'09"	9.47'	S88°20'05"W
C19	25.00'	39.27'	90°00'00"	35.36'	N48°46'10"E
C20	25.00'	39.27'	90°00'00"	35.36'	N41°13'50"W
C21	50.00'	22.13'	25°21'20"	21.95'	N16°26'50"E
C22	50.00'	18.90'	21°39'31"	18.79'	N39°57'15"E
C23	60.00'	35.05'	33°27'58"	34.55'	N34°03'02"E
C24	60.00'	34.29'	32°44'24"	33.82'	N00°56'51"E
C25	60.00'	29.66'	28°19'24"	29.36'	N29°35'03"W
C26	60.00'	29.66'	28°19'24"	29.36'	N57°54'26"W
C27	60.00'	29.66'	28°19'24"	29.36'	N86°13'50"W
C28	60.00'	29.66'	28°19'24"	29.36'	N65°26'46"E
C29	60.00'	29.66'	28°19'24"	29.36'	N37°07'23"E
C30	60.00'	34.29'	32°44'24"	33.82'	N06°35'29"E
C31	60.00'	35.05'	33°27'58"	34.55'	N26°30'42"W
C32	50.00'	18.90'	21°39'31"	18.79'	N32°24'55"W
C33	50.00'	22.13'	25°21'20"	21.95'	N08°54'30"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N03°48'51"E
L2	32.20'	N14°10'03"E
L3	32.20'	N32°41'50"E
L4	32.20'	N51°13'38"E
L5	32.60'	N69°43'23"E
L6	19.80'	S13°06'07"E

FEE $ __________

DAVID E. NORMAN, MIAMI COUNTY RECORDER

DEPUTY

TRANSFERRED THIS ___ DAY OF ____________________, 20___

MATTHEW W. GEARHARDT, MIAMI COUNTY AUDITOR

BY: DEPUTY AUDITOR

ZONING

AG
AGRICULTURE

OWNER/DEVELOPER

CLAYTON PROPERTIES GROUP, INC.
dba ARBOR HOMES
9050 CENTRE POINTE DRIVE
SUITE 210
WEST CHESTER, OHIO 45069

REFERENCES

LAND SURVEY 3 PAGE 183
LAND SURVEY 33 PAGE 153
LAND SURVEY 36 PAGE 88
LAND SURVEY 54 PAGE 185
LAND SURVEY 54 PAGE 192
LAND SURVEY 54 PAGE 200
LAND SURVEY 55 PAGE 8
LAND SURVEY 60 PAGE 146
LOT SURVEY 19 PAGE 82
LOT SURVEY 23 PAGE 156
LOT SURVEY 24 PAGE 6
LOT SURVEY 24 PAGE 117
PLAT BOOK 15 PAGE 113
PLAT BOOK 30 PAGES 52
PLAT BOOK 30 PAGE 97
PLAT BOOK 30 PAGES 98
PLAT BOOK 30 PAGES 99
PLAT BOOK 30 PAGE 100
SHAW FARM SUBDIVISION SECTION ONE
PLAT BOOK XX PAGE XXX

THIS INSTRUMENT WAS PREPARED BY:

ChoiceOne Engineering

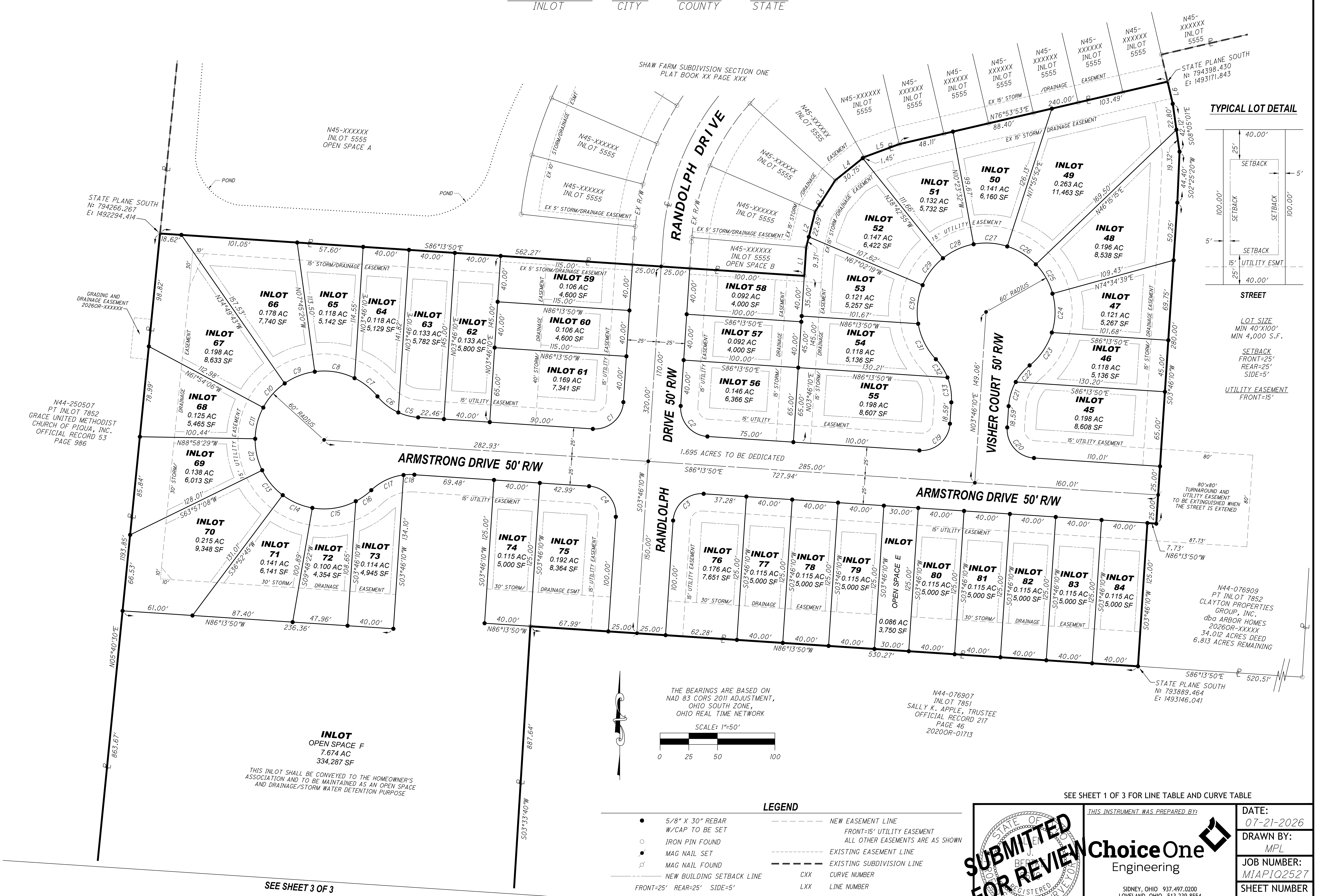
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

DATE:	07-21-2026
DRAWN BY:	MPL
JOB NUMBER:	MIAPIQ2527
SHEET NUMBER	1 OF 3

SHAW FARM SUBDIVISION SECTION TWO

VOLUME _____, PAGE ______-A
MIAMI COUNTY RECORDER'S RECORD OF PLATS

PT INLOT 7852	PIQUA	MIAMI	OHIO
INLOT	CITY	COUNTY	STATE



SEE SHEET 3 OF 3

SEE SHEET 1 OF 3 FOR LINE TABLE AND CURVE TABLE

LEGEND

●	5/8" X 30" REBAR W/CAP TO BE SET	— — —	NEW EASEMENT LINE FRONT=15' UTILITY EASEMENT ALL OTHER EASEMENTS ARE AS SHOWN
○	IRON PIN FOUND	- - - -	EXISTING EASEMENT LINE
	MAG NAIL SET	▬ ▬ ▬	EXISTING SUBDIVISION LINE
	MAG NAIL FOUND	CXX	CURVE NUMBER
	NEW BUILDING SETBACK LINE FRONT=25' REAR=25' SIDE=5'	LXX	LINE NUMBER

SUBMITTED FOR REVIEW

STATE OF OHIO ... REGISTERED PROFESSIONAL SURVEYOR

THIS INSTRUMENT WAS PREPARED BY:

ChoiceOne Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554

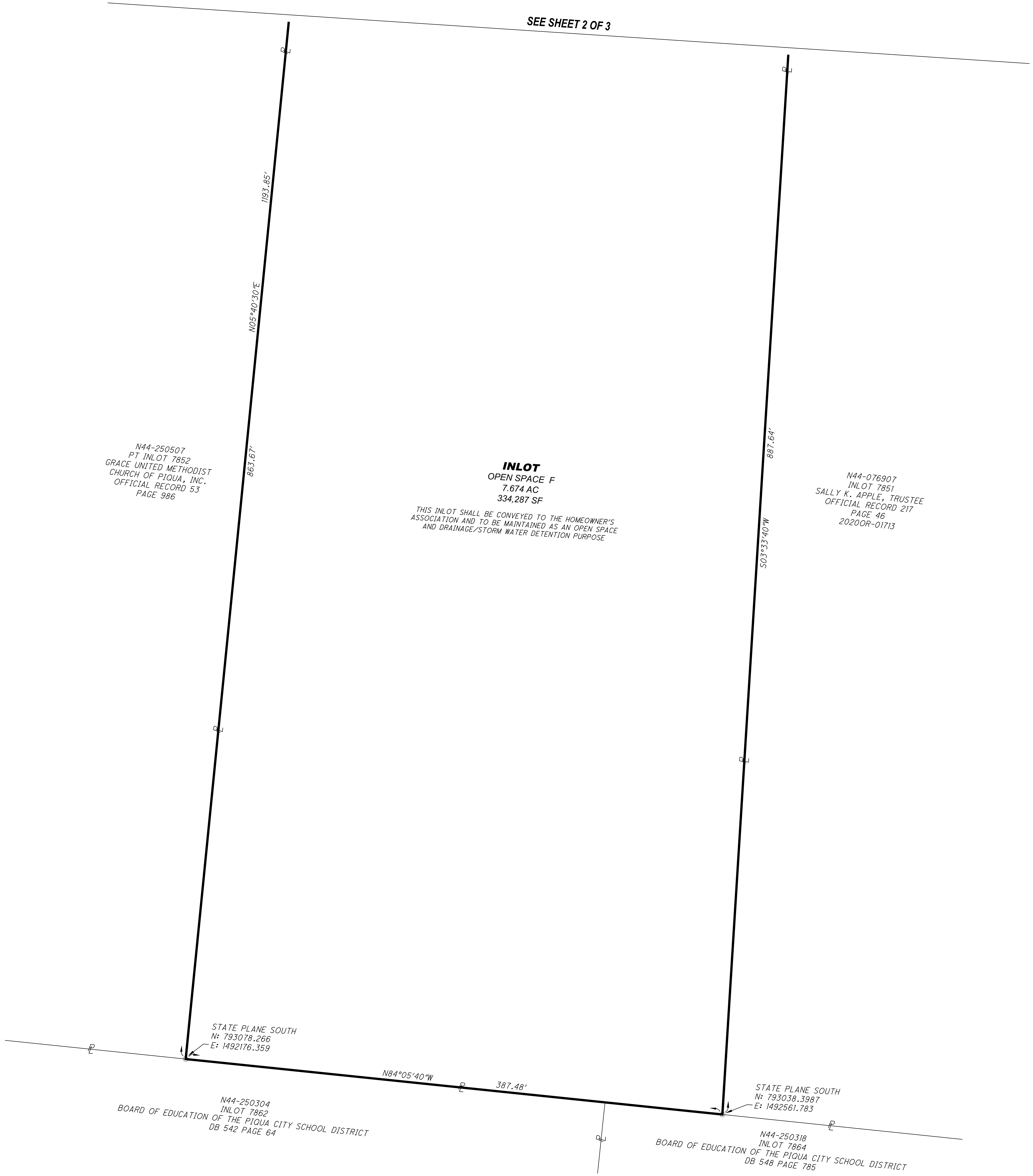
www.CHOICEONEENGINEERING.com

DATE:	07-21-2026
DRAWN BY:	MPL
JOB NUMBER:	MIAPIQ2527
SHEET NUMBER	2 OF 3

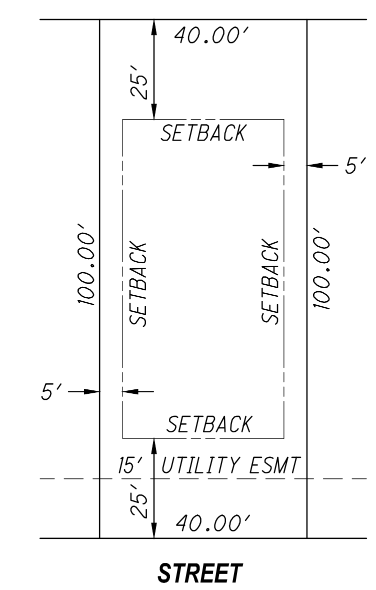
VOLUME _____, PAGE ______-B
MIAMI COUNTY RECORDER'S RECORD OF PLATS

SHAW FARM SUBDIVISION
SECTION TWO

PT INLOT 7852	PIQUA	MIAMI	OHIO
INLOT	CITY	COUNTY	STATE



TYPICAL LOT DETAIL



LOT SIZE
MIN 40'X100'
MIN 4,000 S.F.

SETBACK
FRONT=25'
REAR=25'
SIDE=5'

UTILITY EASEMENT
FRONT=15'

THE BEARINGS ARE BASED ON
NAD 83 CORS 2011 ADJUSTMENT,
OHIO SOUTH ZONE,
OHIO REAL TIME NETWORK

SCALE: 1"=50'

0 25 50 100

LEGEND

●	5/8" X 30" REBAR W/CAP TO BE SET	— — — — —	NEW EASEMENT LINE FRONT=15' UTILITY EASEMENT ALL OTHER EASEMENTS ARE AS SHOWN
○	IRON PIN FOUND	- - - - - - -	EXISTING EASEMENT LINE
●	MAG NAIL SET	— — — —	EXISTING SUBDIVISION LINE
⌀	MAG NAIL FOUND	CXX	CURVE NUMBER
— - —	NEW BUILDING SETBACK LINE FRONT=25' REAR=25' SIDE=5'	LXX	LINE NUMBER

SEE SHEET 1 OF 3 FOR LINE TABLE AND CURVE TABLE

SUBMITTED FOR REVIEW

STATE OF OHIO ... REGISTERED PROFESSIONAL SURVEYOR

THIS INSTRUMENT WAS PREPARED BY:

ChoiceOne Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554

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DATE:	07-21-2026
DRAWN BY:	MPL
JOB NUMBER:	MIAPIQ2527
SHEET NUMBER	3 OF 3

SHAW FARM SUBDIVISION SECTION THREE

VOLUME ______, PAGE ______
MIAMI COUNTY RECORDER'S RECORD OF PLATS

PT INLOT 7852	PIQUA	MIAMI	OHIO
INLOT	CITY	COUNTY	STATE

PLAT AUTHORIZATION AND DEDICATION

CLAYTON PROPERTIES GROUP, INC. dba ARBOR HOMES, THE OWNERS OF THE LAND INCLUDED WITHIN THIS PLAT HAVE CAUSED THE AREA LOCATED IN THE CITY OF PIQUA, OHIO ENCOMPASSED BY THIS PLAT, TO BE SURVEYED, PLATTED, AND KNOWN AS SHAW FARM SUBDIVISION SECTION THREE. FURTHERMORE, CLAYTON PROPERTIES GROUP, INC., DEDICATE THE STREETS AND EASEMENTS AS SHOWN ON THIS PLAT TO THE PUBLIC USE FOREVER.

CLAYTON PROPERTIES GROUP, INC.
dba ARBOR HOMES
2026OR-XXXXXXX

____________________ ____________________ ____________________
SIGNATURE PRINTED NAME TITLE

STATE OF ____________________ COUNTY OF ____________________ ;S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____________________, 20___, BY CLAYTON PROPERTIES GROUP, INC.

____
NOTARY PUBLIC

LIEN HOLDER

AWESOME BANK
2026OR-XXXXXXX

____________________ ____________________ ____________________
SIGNATURE PRINTED NAME TITLE

STATE OF ____________________ COUNTY OF ____________________ ;S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____________________, 20___, BY AWESOME BANK.

____
NOTARY PUBLIC

OWNER'S STATEMENT

____________________, OF CLAYTON PROPERTIES GROUP, INC. , BEING DULY SWORN SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HIS/HER KNOWLEDGE, INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR AS LIEN HOLDERS, HAVE UNITED IN ITS EXECUTION.

____________________ ____________________ ____________________
SIGNATURE PRINTED NAME TITLE

STATE OF ____________________ COUNTY OF ____________________ ;S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____________________, 20___, BY ____________________.

____
NOTARY PUBLIC

FINAL PLAT NOTES

1.) ALL FRONT INLOT LINES ARE SUBJECT TO A PUBLIC 15' UTILITY EASEMENT UNLESS OTHERWISE NOTED.

2.) ALL COMMON INLOT LINES ARE SUBJECT TO A PRIVATE 5' STORM/DRAINAGE EASEMENT ON EACH SIDE.

3.) OPEN SPACE INLOTS ARE SUBJECT TO A PRIVATE STORM/DRAINAGE EASEMENT AS A WHOLE INLOT AND SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

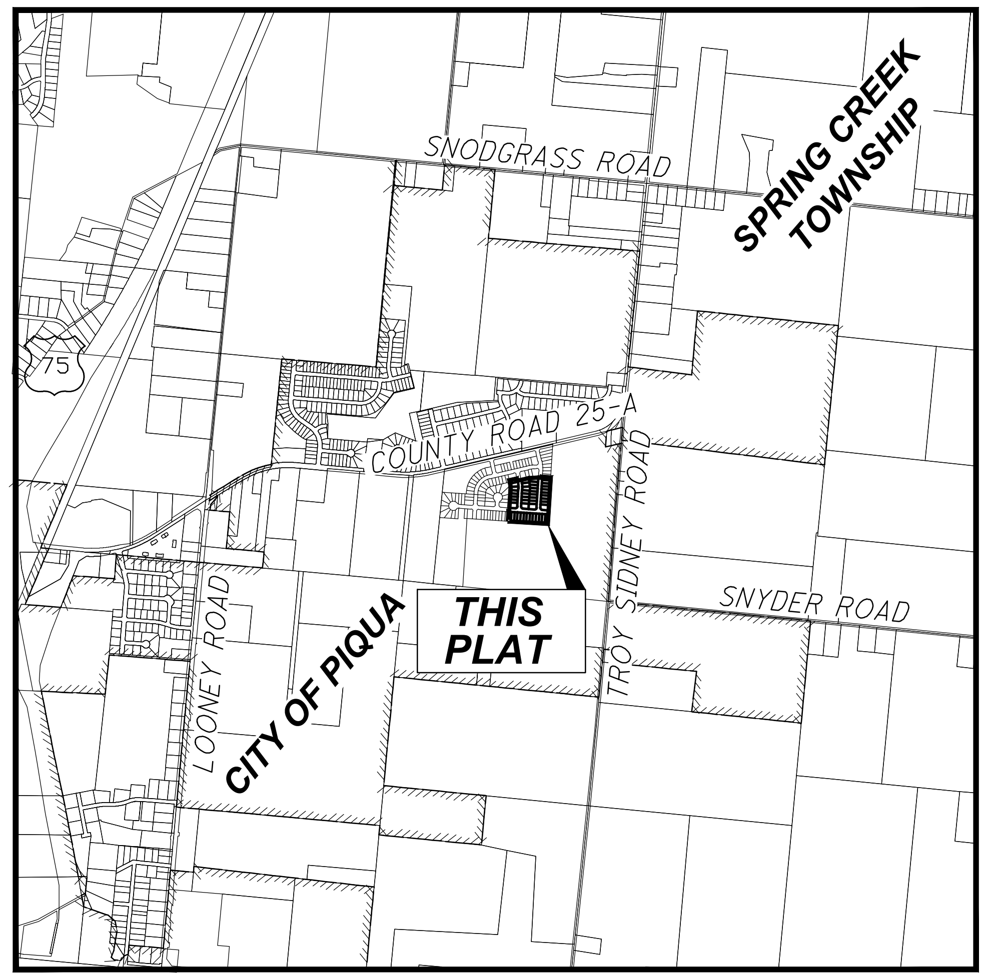
4.) STORMWATER DETENTION BASINS AND DRYWELLS ARE TO BE MAINTAINED BY THE DEVELOPER, HOMEOWNER'S ASSOCIATION, AND/OR PROPERTY OWNER.

5.) ALL STORM/DRAINAGE EASEMENTS ARE PRIVATE AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

6.) MAILBOX AND LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

7.) FENCES AND STRUCTURES ARE NOT PERMITTED IN THE STORM/DRAINAGE AND UTILITY EASEMENTS.

8.) NO WELLS SHALL BE DRILLED IN THIS SUBDIVISION.



VICINITY MAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH DIST	CH BEARING
C1	325.00'	95.70'	16°52'17"	95.35'	S04°39'58"E
C2	300.00'	57.67'	11°00'53"	57.58'	S07°35'41"E
C3	300.00'	30.67'	05°51'24"	30.65'	S00°50'28"W
C4	350.00'	29.04'	04°45'15"	29.03'	S10°43'30"E
C5	350.00'	43.00'	07°02'21"	42.97'	S04°49'42"E
C6	350.00'	31.02'	05°04'41"	31.01'	S01°13'50"W
C7	25.00'	39.27'	90°00'00"	35.36'	S48°46'10"W
C8	25.00'	39.27'	90°00'00"	35.36'	S41°13'50"E
C9	25.00'	39.27'	90°00'00"	35.36'	S48°46'10"W
C10	25.00'	39.27'	90°00'00"	35.36'	S41°13'50"E

FEE $ __________

____
DAVID E. NORMAN, MIAMI COUNTY RECORDER

____
DEPUTY

TRANSFERRED THIS ___ DAY
OF ____________________, 20___

____
MATTHEW W. GEARHARDT, MIAMI COUNTY AUDITOR

____
BY: DEPUTY AUDITOR

CITY OF PIQUA APPROVAL

THIS REPLAT WAS REVIEWED AND APPROVED BY ME THIS ___ DAY OF ____________________, 20___.

____
CHAD HENRY
CITY OF PIQUA PLANNER

CITY OF PIQUA PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF ____________________, 20___, THIS PLAT WAS REVIEWED AND APPROVED.

____________________ ____________________
CHAIR CLERK

THE CITY COMMISSION OF THE CITY OF PIQUA

AT A MEETING OF THE CITY COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF ____________________, 20___, THIS PLAT WAS APPROVED BY ORDINANCE NO. ____________________.

____________________ ____________________
MAYOR CLERK

OWNERS ASSOCIATION RESTRICTIONS

ALL OF THE INLOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SHAW FARM SUBDIVISION HOMEOWNER'S ASSOCIATION, RECORDED AS ____________________, OF THE MIAMI COUNTY RECORDER'S RECORDS.

DESCRIPTION

BEING A 6.813-ACRE RESIDENTIAL SUBDIVISION, PART OF INLOT 7852 OF THE ANNEXATION TO THE CITY OF PIQUA AS SHOWN ON PLAT BOOK 15 PAGE 113 AND CONVEYED TO CLAYTON PROPERTIES GROUP, INC. IN 2026OR-XXXXXXXX OF THE MIAMI COUNTY RECORDER'S OFFICE.

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.73'	S86°13'50"E
L2	19.80'	N13°06'07"W
L3	24.20'	N13°06'07"W
L4	30.00'	S13°06'07"E
L5	50.00'	S86°13'50"E
L6	10.80'	N03°46'10"E
L7	17.75'	S13°06'07"E

ZONING

AG
AGRICULTURE

OWNER/DEVELOPER

CLAYTON PROPERTIES GROUP, INC.
dba ARBOR HOMES
9050 CENTRE POINTE DRIVE
SUITE 210
WEST CHESTER, OHIO 45069

REFERENCES

LAND SURVEY 3 PAGE 183
LAND SURVEY 33 PAGE 153
LAND SURVEY 36 PAGE 88
LAND SURVEY 54 PAGE 185
LAND SURVEY 54 PAGE 192
LAND SURVEY 54 PAGE 200
LAND SURVEY 55 PAGE 8
LAND SURVEY 60 PAGE 146
LOT SURVEY 19 PAGE 82
LOT SURVEY 23 PAGE 156
LOT SURVEY 24 PAGE 6
LOT SURVEY 24 PAGE 117
PLAT BOOK 15 PAGE 113
PLAT BOOK 30 PAGES 52
PLAT BOOK 30 PAGE 97
PLAT BOOK 30 PAGES 98
PLAT BOOK 30 PAGES 99
PLAT BOOK 30 PAGE 100
SHAW FARM SUBDIVISION SECTION ONE
PLAT BOOK XX PAGE XXX
SHAW FARM SUBDIVISION SECTION TWO
PLAT BOOK XX PAGE XXX

SHAW FARM SUBDIVISION SECTION THREE AREA SUMMARY

48 BUILDING INLOTS	5.315 ACRES
NEW STREET R/W	1.498 ACRES
TOTAL	6.813 ACRES

CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE SUBDIVISION HEREON PLATTED BASED ON AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION. 5/8"X 30" IRON PINS WITH CAPS WILL BE SET AT ALL INLOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES.

____________________ ____________________
ALLEN J. BERTKE, P.S. #8629 DATE

SUBMITTED FOR REVIEW

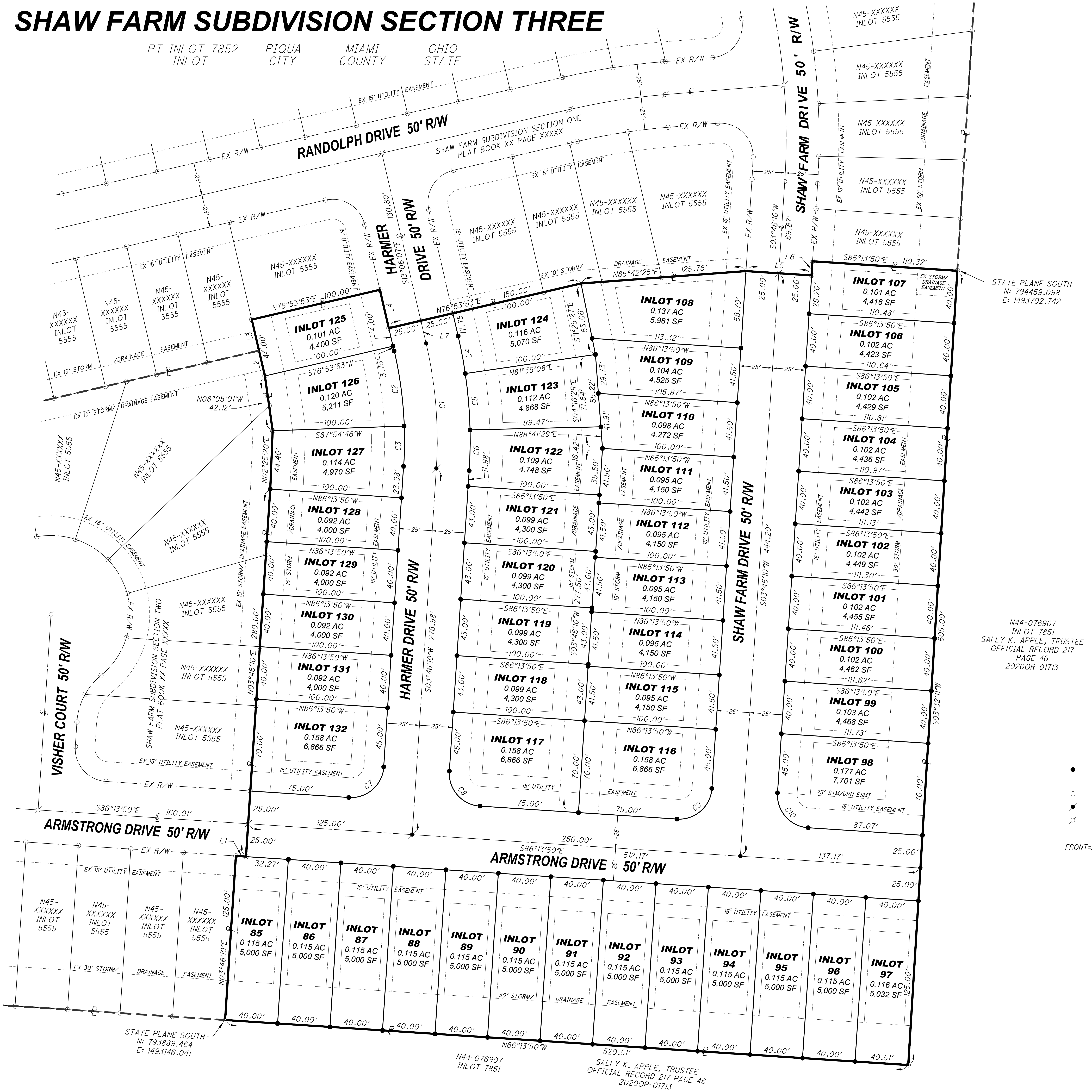
THIS INSTRUMENT WAS PREPARED BY:
ChoiceOne Engineering
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 07-21-2026
DRAWN BY: MPL
JOB NUMBER: MIAPIQ2527
SHEET NUMBER 1 OF 2

SHAW FARM SUBDIVISION SECTION THREE

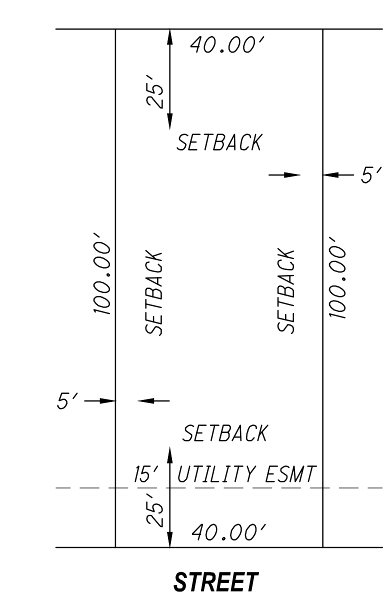
PT INLOT 7852 / INLOT — PIQUA / CITY — MIAMI / COUNTY — OHIO / STATE

VOLUME _____, PAGE ______-A
MIAMI COUNTY RECORDER'S RECORD OF PLATS



THE BEARINGS ARE BASED ON NAD 83 CORS 2011 ADJUSTMENT, OHIO SOUTH ZONE, OHIO REAL TIME NETWORK

SCALE: 1"=50'
0 25 50 100



LOT SIZE
MIN 40'X100'
MIN 4,000 S.F.

SETBACK
FRONT=25'
REAR=25'
SIDE=5'

UTILITY EASEMENT
FRONT=15'

LEGEND

●	5/8" X 30" REBAR W/CAP TO BE SET	— — —	NEW EASEMENT LINE FRONT=15' UTILITY EASEMENT ALL OTHER EASEMENTS ARE AS SHOWN
○	IRON PIN FOUND	- - - -	EXISTING EASEMENT LINE
	MAG NAIL SET		EXISTING SUBDIVISION LINE
	MAG NAIL FOUND		
	NEW BUILDING SETBACK LINE FRONT=25' REAR=25' SIDE=5'	CXX	CURVE NUMBER
		LXX	LINE NUMBER

SEE SHEET 1 OF 2 FOR LINE TABLE AND CURVE TABLE

SUBMITTED FOR REVIEW

THIS INSTRUMENT WAS PREPARED BY:
ChoiceOne Engineering
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

DATE:	07-21-2026
DRAWN BY:	MPL
JOB NUMBER:	MIAPIQ2527
SHEET NUMBER	2 OF 2

STAFF REPORT

Planning Commission

Date: September 8, 2026
Re: PC 13-26 – Final Development Plan (Planned Development)

Applicant: Kristi Marchal, Arbor Homes
Owner: Lora French & Cynthia Garland

Address: 9691 N. County Road 25-A
Parcel #: N44-076909

Zoning: PD-R – Planned Residential District

Summary: The applicant is seeking a final development plan (FDP) for Shaw Farms, a residential subdivision, which was approved for a Preliminary Development Plan and Development Standards under the Planned Development process in December 2025. The FDP includes the record plat for Sections 2 & 3, with Section 1 being approved by this body June 9, 2026. Shaw Farms will be constructed in 3 separate phases.

Section 1 reflects 44 buildable lots on 12.166 acres with 2.867 acres in public right-of-way and 4.134 acres of open space.

Section 2 reflects 40 buildable lots on 14.994 acres with 1.699 acres in public right-of-way and 7.596 acres of open space.

Section 3 reflects 48 buildable lots on 6.851 acres with 1.503 acres in public right-of-way and 0 acres of open space.

Process:
Section 2.10.2.G of the City of Piqua Development Code covers the process for approval of a Final Development Plan in accordance with an approved Preliminary Development Plan.

Under Section 2.10.2.G.2 it notes that the Planning Commission shall hold a public hearing on the Final Development Plan and that its recommendation shall be forwarded to the City Commission for their final decision. The Planning Commission may recommend approval, disapproval, or approval with amendments, conditions or restrictions.

Under Section 2.10.2.G.3 it notes that the City Commission shall hold a public hearing and shall consider the recommendation of the Planning Commission. The City Commission can approve, disapprove, or approve with amendments, conditions or

City of
PIQUA

restrictions. If the City Commission approves the FDP it will go into effect immediately.

Staff Analysis:
The applicant is requesting approval of a Final Development Plan that they have stated meets the Development Standards approved in December 2025 and which are also attached to this Staff Report. After reviewing the request, staff agrees that the request generally meets the requirements detailed within the Preliminary Development and Development Standards.

Number of Lots: The Preliminary Plan noted two phases with a total of 132 lots. The Final Development Plan requests three phases with the same number of lots requests.

Roadway Design: The FDP reflects the same design as the PDP, which includes construction of five new roads over the phases. The FDP also includes the required improvements to 25-A in front of the development which include a 8' pedestrian / bikeway path along 25-A in front of the development.

Utilities: The FPD reflects buried utilities. Staff provided comments reflecting the requirement to have increased sizing of pipes to accommodate future growth at the east and south of the property.

Open Space / Landscape: The FPD reflects the requirements of the Development Standards to have buffers, screening, and street trees.

PHASING DEVELOPMENT PLAN

**PHASES SUBJECT TO CHANGE BASED ON LOT DEMAND

**SECTION 1 (44 LOTS)

**SECTION 2 (40 LOTS)

**SECTION 3 (48 LOTS)

The applicant intends to construct phase 1 later in 2026 or in early 2027. Within the packet the applicant has provided record plats for section 2 & 3. Phase 1 included a retention pond, improvements to CR25-A including a bikeway along the frontage, construction of Rossville Way, and a portion of Randolph Drive and Shaw Farms Drive. Section 1 also included all of the landscaping buffers required along CR25-A and the underground utilities sized and located to allow full build out.

Staff provided comments to the applicant which included:

- Confirmation of a 12” water main extension
- Confirmation of a 12” and 10” sanitary main,
- Details about sidewalks, roadways, and curbs that are required
- Piqua Power requirements for the development
- Confirmation all tree planted along CR 25-A are 3” DBH at time of planting and all other trees are 2” DBH.

The applicant will dedicate Rossville Way, Randolph Drive, and Shaw Farms Drive, after the developer has completed the development and met all paving requirements from the city. Additionally, it is anticipated that the city and the developer will enter into an agreement to complete CR 25-A with a portion being funded by the city and portion being funded by the developer.

Recommendation:
Staff Recommends approval of PC 13-26 for the Final Development Plan for Shaw Farms, Sections 2 & 3.

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026
REPORT TITLE	**Resolution No. R-105-26** A Resolution Appointing Eight Citizens to the Charter Review Committee
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission
AGENDA CLASSIFICATION	Resolution
BACKGROUND	On August 3, 2026, the Charter Review Committee was initiated. The Charter Review Committee will be nine members. Each Commissioner will select a representative from their respective ward and three at-large committee members will be chosen by Commission. There is currently one member of the last committee with an unexpired term and has chosen to remain. The vacancies were first posted on August 5, 2026.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: Expenditure $: Source of Funds: Narrative:
ATTACHMENTS	1. Resolution No R-88-26 Initiating Charter Review 2. Charter Review Committee Applicants Redacted

Resolution No. R-105-26

A Resolution Appointing Eight Citizens to the Charter Review Committee

WHEREAS, Pursuant to Piqua Charter Section 135, Resolution No. R-88-26 initiated a Charter Review Committee; and

WHEREAS, The City Commission has requested the Charter be reviewed by the Charter Review Committee as required by Section 135 of the Piqua Charter; and

WHEREAS, The City Commission has received and reviewed applications from interested persons.

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: ______________ shall be appointed to represent Ward 1; and

______________ shall be appointed to represent Ward 2; and

______________ shall be appointed to represent Ward 3; and

______________ shall be appointed to represent Ward 4; and

______________ shall be appointed to represent Ward 5; and

____________________,shall be appointed as at-large committee member; and

____________________ ,shall be appointed as at-large committee member; and

____________________,shall be appointed as at-large committee member; and

Carol Austin shall remain appointed as a member of the committee as her term remains unexpired, and her term will end with the rest of the appointees of this resolution.

SEC. 2: The members of said Charter Review Committee shall perform the duties provided by Section 135 of the Piqua Charter, and they shall serve for a term beginning in September 2026.

SEC. 3: Following presentation and discussion of the final report of the Committee to the City Commission, this Committee shall be discharged.

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 Paul Simmons	__________
Commissioner William Walker	__________
Commissioner Philip Wead	__________
Commissioner Frank DeBrosse	__________

Resolution No. R-88-26

Pursuant to Section 135 of the Charter. A resolution to initiate the Charter Review Committee

WHEREAS, the Charter Review Committee last met over the course of several months in 2022 and 2023; and

WHEREAS, the City Commission has requested the Charter be reviewed by the Charter Review Committee as required by Section 135 of the Piqua; and

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

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

SEC. 1: The Charter Review Committee will be 9 members. Each Commissioner will select a representative from their respective ward and three additional at-large committee members will be chosen by Commission as there remains a member currently serving on this committee. They will review the Charter requirements as requested by Commission which include Section 3 of the Charter to be completed by November 2026; Sections 39, 43, 65, 93, and 135 to be completed by December 2026; the amendments suggested in Exhibit A; and those that the committee feels are appropriate to be completed by November 2027 with the Law Director acting as the liaison.

SEC. 2 The Charter Review Committee will then forward their recommendations to the Law Director and the Department Heads for review.

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: 8-3-26

ATTEST: Kimberly Hughes
CLERK OF COMMISSION

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

Mayor Jim Vetter	Yea
Commissioner Rick Walker	Yea
Commissioner Paul Simmons	Yea
Commissioner Philip Wead	Yea
Commissioner Frank DeBrosse	Yea

Kimberly Hughes

From: noreply@formstack.com
Sent: Tuesday, August 18, 2026 12:16 PM
To: Kimberly Hughes
Subject: Board/Committee Application

Formstack Submission For: Board/Committee Application (Newest)

Submitted at 08/18/26 12:15 PM

Name::	Kimbe Lange
Address::	[redacted] Piqua, OH 45356
Home Phone::	[redacted]
Work Phone::	
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 3
Position Type Applying For::	Either a ward-specific seat or an at-large seat
Length of Residence in City of Piqua-City Limits::	33 Years
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No

Education Background::	Bachelor of Science from The Ohio State University Masters of Science from The University of Dayton Doctorate of Organizational Leadership from Nova Southeastern University
Civic and Professional Activities::	Serve on the Board of Directors: Meals on Wheels of Piqua Graduate of Leadership Troy, Troy Chamber of Commerce, Troy, Ohio Work Force Development Liaison for the City of Dayton Wright Patterson Air Force Base Educational Liaison Sinclair College CCP Advisory Board
Background, Experience and Interest relative to the appointment to a City Board/Committee::	I hold a doctorate in Organizational Leadership, which has provided me with extensive expertise in strategic planning, data-informed decision-making, ethical governance, and organizational transformation. I have applied this knowledge through strategic and systems thinking, change and cultural management, research and data analysis, ethical decision-making, and executive-level communication. These skills have strengthened my ability to evaluate complex issues, consider diverse perspectives, and develop thoughtful, sustainable solutions that support organizational effectiveness and community needs.
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	Social Media
Upload your Resume::	View File
Upload a cover letter (Optional)::	
Additional Information :	My background in Organizational Leadership, combined with experience in strategic planning, systems thinking, research, data analysis, ethical decision-making, and organizational change, would allow me to bring a thoughtful and objective perspective to the Charter Commission. I understand the importance of ensuring that

a city charter is clear, effective, accountable, and responsive to the needs of its residents. I would approach the review process with careful research, open-minded collaboration, attention to detail, and a commitment to strengthening the framework through which our community is governed.

Kimberly Hughes

From:	noreply@formstack.com
Sent:	Wednesday, August 5, 2026 10:02 PM
To:	Kimberly Hughes
Subject:	Board/Committee Application

formstack by Intellistack

forms

Formstack Submission For: Board/Committee Application (Newest)

Submitted at 08/05/26 10:02 PM

Name::	Matthew Bolin
Address::	[redacted]
Home Phone::	[redacted]
Work Phone::	[redacted]
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 3
Position Type Applying For::	Ward-specific seat
Length of Residence in City of Piqua-City Limits::	Piqua
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No
Education Background::	High school graduate

Civic and Professional Activities::	Community activities thre elementary school alumni page.
Background, Experience and Interest relative to the appointment to a City Board/Committee::	Always love to serve the city of piqua as best as I can.
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	City Website
Upload your Resume::	
Upload a cover letter (Optional)::	
Additional Information :	

Intellistack
formerly Formstack

Kimberly Hughes

From: noreply@formstack.com
Sent: Saturday, August 15, 2026 8:53 PM
To: Kimberly Hughes
Subject: Board/Committee Application

Formstack Submission For: Board/Committee Application (Newest)

Submitted at 08/15/26 8:53 PM

Name::	Joshua Kunkel
Address::	[redacted]
Home Phone::	[redacted]
Work Phone::	
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 3
Position Type Applying For::	Either a ward-specific seat or an at-large seat
Length of Residence in City of Piqua-City Limits::	2 years
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No

Education Background::	JD - John Marshall Law school BS - Manchester College
Civic and Professional Activities::	Piqua Board of Zoning Appeals RT Industries Board of Trustees Darke County Opioid Settlement Committee Darke County Bar Association Vice President District 2 Council of Delegates Ohio Bar Association
Background, Experience and Interest relative to the appointment to a City Board/Committee::	I have am the chief civil assistant prosecutor for Darke County. I have experience reviewing legislation. I am also still new to Piqua and bring an outside perspective from those who have lived in the city their entire lives.
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	City Website
Upload your Resume::	View File
Upload a cover letter (Optional)::	
Additional Information :	

Kimberly Hughes

From:	noreply@formstack.com
Sent:	Thursday, August 6, 2026 12:32 PM
To:	Kimberly Hughes
Subject:	Board/Committee Application

formstack by Intellistack

forms

Formstack Submission For: Board/Committee Application (Newest)
Submitted at 08/06/26 12:32 PM

Name::	Sabastian Karabinis
Address::	[redacted]
Home Phone::	[redacted]
Work Phone::	
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 4
Position Type Applying For::	Either a ward-specific seat or an at-large seat
Length of Residence in City of Piqua-City Limits::	20 years
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No

Education Background::	Piqua High School - Diploma Edison State Community College - Associates of Science
Civic and Professional Activities::	Member of Miami County Democratic party Former 4th Ward commissioner applicant
Background, Experience and Interest relative to the appointment to a City Board/Committee::	Former 4th Ward commissioner applicant Jan Mulder Citizenship award recipient
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	Other: Email from 4th Ward commissioner Wead
Upload your Resume::	View File
Upload a cover letter (Optional)::	View File
Additional Information :	

Kimberly Hughes

From:	noreply@formstack.com
Sent:	Thursday, August 6, 2026 6:20 AM
To:	Kimberly Hughes
Subject:	Board/Committee Application

formstack by Intellistack

forms

Formstack Submission For: Board/Committee Application (Newest)

Submitted at 08/06/26 6:20 AM

Name::	Johnathon Goings
Address::	[redacted]
Home Phone::	[redacted]
Work Phone::	[redacted]
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 4
Position Type Applying For::	At-large seat
Length of Residence in City of Piqua-City Limits::	8 years
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No

Education Background::	I have a bachelor in healthcare administration
Civic and Professional Activities::	Na
Background, Experience and Interest relative to the appointment to a City Board/Committee::	I am committed to serving my community and contributing to the continued success of the City of Piqua\. Through my experience working in healthcare, I have developed strong communication, problem\-solving, and teamwork skills while serving people from diverse backgrounds\. My work has taught me the importance of listening, making thoughtful decisions, and acting with integrity and compassion\. I am interested in serving on a City Board or Committee because I want to become more involved in my community and help make a positive impact on the quality of life for Piqua residents\. I believe that effective local government depends on engaged citizens who are willing to volunteer their time, consider different perspectives, and work collaboratively to find practical solutions\. I would bring a strong work ethic, reliability, and a willingness to learn\. I value transparency, accountability, and respectful discussion, and I am committed to making decisions that serve the best interests of the community\. I would be honored to contribute my time and skills to help support the City's goals and future growth.
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	City Website
Upload your Resume::	View File
Upload a cover letter (Optional)::	
Additional Information :	

Intellistack
formerly Formstack

Kimberly Hughes

From: noreply@formstack.com
Sent: Wednesday, August 12, 2026 8:33 AM
To: Kimberly Hughes
Subject: Board/Committee Application

formstack by Intellistack

forms

Formstack Submission For: Board/Committee Application (Newest)

Submitted at 08/12/26 8:32 AM

Name::	Jonathan Wessel
Address::	[redacted]
Home Phone::	[redacted]
Work Phone::	
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 5
Position Type Applying For::	Either a ward-specific seat or an at-large seat
Length of Residence in City of Piqua-City Limits::	17
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No

Education Background::	Master of Science in Data Analytics and Bachelor of Science in Business Administration, both from Franklin University. Lean Six Sigma Green Belt from Purdue University. Graduate of the Piqua Government Academy (2012), Leadership Piqua (2010), and Leadership Troy (2025).
Civic and Professional Activities::	I currently serve on the Board of Directors of the Troy Development Council, a public-private partnership focused on economic development, business retention, and workforce development in the Troy community. From 2009 to 2013 I served on the Board of Directors of the Piqua Area Chamber of Commerce. Professionally, I am Director of Manufacturing Applications at Clopay Corporation, with prior leadership roles in Quality, Continuous Improvement, and Production across more than twenty years in manufacturing.
Background, Experience and Interest relative to the appointment to a City Board/Committee::	I am a long-time Piqua resident whose professional career began here in 2004, and I am interested in contributing my background and judgment to the City through service on a Board or Commission. If appointed, I commit to thorough preparation, consistent attendance, fair deliberation, and decisions based on the standards before the body rather than personal preference. My career has spanned more than twenty years in multi-site manufacturing operations across multiple disciplines - work consistently grounded in applying established standards to specific situations within structured regulatory frameworks.
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	Social Media
Upload your Resume::	

Upload a cover letter (Optional)::

Additional Information :

Intellistack
formerly Formstack

Kimberly Hughes

From:	noreply@formstack.com
Sent:	Wednesday, August 5, 2026 11:16 PM
To:	Kimberly Hughes
Subject:	Board/Committee Application

formstack by Intellistack

forms

Formstack Submission For: Board/Committee Application (Newest)

Submitted at 08/05/26 11:16 PM

Name::	Stuart Shear
Address::	[redacted]
Home Phone::	[redacted]
Work Phone::	[redacted]
Email::	[redacted]
Board or Committee Applying for::	Charter Review Committee
Ward Reside In::	Ward 5
Position Type Applying For::	At-large seat
Length of Residence in City of Piqua-City Limits::	20+ years
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No

Education Background::	B. A. Education University of Findlay 1971 MEd. Administration Xavier University Additional coursework: Columbus State Community College Tri-C Community College (Cleveland) Ohio University Zanesville Xavier University
Civic and Professional Activities::	Plan It Piqua Middle Great Miami Watershed Alliance (Secretary / Webmaster) Franz Pond / Echo Lake Watershed Officer of Warren Masonic Lodge #24, Franklin Lodge #14 (Piqua) and Sidney Temperance Lodge #73 Tipp City Community Band (12 yrs.)
Background, Experience and Interest relative to the appointment to a City Board/Committee::	I'm a graduate of the Piqua Government Academy I am currently on (or have been on) 3 terms of the Power Board as Chair or Vice-chair; 3 terms on the Civil Service Board and 2 terms on the Planning Board with 1 year as Vice-chair As a retired Deputy Director of a State of Ohio Agency under the Federal Randolph-Sheppard Act, I participated in several reviews of administrative codes (ORC 3304-1 - 28) which were mandatory and done every 5 years during my 17 years with that agency. This involved agency staff review, public member review, and administrative review before being updated and codified.
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	City Website
Upload your Resume::	
Upload a cover letter (Optional)::	

Additional Information : My resume is on file when I applied for other city boards in the past

Intellistack
formerly Formstack

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026	
REPORT TITLE	**Resolution No. R-106-26** A resolution authorizing the Interim City Manager to modify the bonding requirements of the Right-of-Way Opening Permit application for the Fiber Optic Work being proposed by US Signal	
SUBMITTED BY	Chad Henry, Community Services Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	US Signal and its subcontractors are looking to install a fiber optic network in the City of Piqua. The installation will primarily be boring underground lines throughout the City of Piqua within public right-of-way on the south, central and east sides of the City. The need for the performance bond increase is due to the size and scope of the work within the right-of-way. A $3,000 performance bond for this scope of work would not be sufficient. The performance bond amount has been increased in the past for other fiber network buildouts, including for Metronet in 2021.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	None	

<u>Resolution No. R-106-26</u>

A resolution authorizing the Interim City Manager to modify the bonding requirements of the Right-of-Way Opening Permit application for the Fiber Optic Work being proposed by US Signal

WHEREAS, the City of Piqua Right-of-Way Permit Application requires a performance bond in the amount of $3,000 for any digging or excavating within the public right-of-way; and

WHEREAS, US Signal will be constructing a fiber optic network throughout the City of Piqua and in doing so, US Signal will be completing multiple excavations within the public right-of-way, therefore requiring Right-of-Way Permits; and

WHEREAS, US Signal has stated that they will break their work areas up into four separate Rings throughout the City of Piqua.

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

SEC. 1: Rather than requiring individual performance bonds of $3,000 for each Right-of-Way Permit Application, the Interim City Manager is herby authorized to waive the performance of $3,000 per application for US Signal, and its subcontractors, and require a performance bond of $50,000 for each Ring Segment determined by the Engineering Manager.

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

____

JAMES D. VETTER, MAYOR

PASSED: ______________________________

ATTEST: ______________________________

CLERK OF COMMISSION

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

Mayor James D. Vetter ____________

Commissioner Frank DeBrosse ______________
Commissioner Paul Simmons ______________
Commissioner Rick Walker ______________
Commissioner Philip Wead ______________

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 15, 2026	
REPORT TITLE	**Resolution No. R-107-26** Resolution to Authorize the Conveyance of Real Estate, parcels N44-101868 and N44-101870	
SUBMITTED BY	Kevin Krejny, Director Water	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Quit-Claim Deed acceptance of two parcels, to be used for permanent city infrastructure, related to the water and power conveyance for recently and future annexed land to Piqua and the future customers of this land. These two parcels have been platted as inlots and have been approved by Piqua Planning Commission and City Commission in April 2026.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	NA
	Expenditure $:	NA
	Source of Funds:	Conveyance as per agreements with J5, LLC
	Narrative:	These two parcels were carved out of the 607 acre purchase by J5, LLC -to be donated to the City of Piqua to host water and power infrastructure per said agreements.
ATTACHMENTS	1. N44-101870 2. N44-101868 3. (66584070.2).Quitclaim Deed - Lift Station and Substation (Inlot 9312 and Inlot 9314)	

<u>Resolution No. R-107-26</u>

Resolution to Authorize the Conveyance of Real Estate, parcels N44-101868 and N44-101870

WHEREAS, in accordance with the Development Agreement, and Water and Wastewater Agreement approved by Piqua City Commission Resolution No. R-114-25, and the Electrical Services Agreement approved by Piqua City Commission Resolution No. R-80-26, the City of Piqua shall construct certain water and electrical infrastructure improvements supporting the J5 LLC d/b/a Shaytura LLC data center project; and,

WHEREAS, for the purposes of facilitating the construction and operation of a water booster station and an electric substation, J5, LLC d/b/a Shaytura LLC shall convey certain real estate including a tract of 0.987 acres, situated in the City of Piqua, County of Miami, State of Ohio ("Inlot 9312"), known as parcel N44-101868, and a tract of 0.386 acres ("Inlot 9314"), situated in the City of Piqua, County of Miami, State of Ohio, known as N44-101870; and,

WHEREAS, the City of Piqua desires to accept the conveyance of real estate to facilitate the construction and operation of a water booster station and an electric substation to support serving City of Piqua municipal water system and municipal power system customers, including the J5 LLC d/b/a Shaytura LLC data center; and,

WHEREAS, in the judgment of the Interim City Manager, accepting the conveyance of the subject real estate serves a public interest.

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 interim City Manager is hereby authorized to execute the quit claim deed included herewith and any other documents necessary to accept the conveyance of the subject real estate to facilitate the construction and operation of a water booster station and an electric substation as described herein.

SEC.2 The 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	______________

Matthew W. Gearhardt

County Auditor | Miami County, Ohio

SEARCH MAP INFO FORMS TOOLS

Search by Parcel, Owner or

Parcel

N44-101870

101 - CASH - GRAIN OR ...

Address

WASHINGTON RD PIQUA OH 45356

Owner

J5 LLC

SOLD: 6/4/2026 $0.00

Appraised

Unknown

ACRES: 0.3860

Photos Sketches

No Sketches for this Parcel

EagleView Mini Map MAP

Jump To PRINT

Location

Parcel	**N44-101870**
Owner	**J5 LLC**
Address	**WASHINGTON RD PIQUA OH 45356**
Municipality	**PIQUA CITY**
Township	
School District	**PIQUA CSD**

Deeded Owner Address

Mailing Name	**J5 LLC**
Mailing Address	**WASHINGTON RD**
City, State, Zip	**PIQUA OH 45356**

Tax Payer Address

Mailing Name	**J5 LLC C/O VORYS SATER SEYMOUR**
Mailing Address	**52 E GAY ST**
City, State, Zip	**COLUMBUS OH 43215**

Valuation

Please note, if you have any questions reach out to the Miami County Auditor's office at 937-440-5925.

No Valuation Records Found.

Current Abatements And/Or Exemptions

No Abatement or Exemption Record Found.

Legal

Legal Acres	**0.3860**	Homestead Reduction	**N**
Legal Description	**IL 9314**	Owner Occupied	**N**
Land Use	**101 - Cash - grain or g...**	Foreclosure	**N**
Neighborhood	**01700**	Board of Revision	**N**
Card Count	**0**	New Construction	**N**
Tax Lien	**N**	Lender ID	**0**
Annual Tax	**$0.00**	Divided Property	**N**
Routing Number	**060631.0-01-007-00**		

Notes

No Note Records Found.

Residential

No Residential Records Found.

Additions

No Addition Records Found.

Agricultural

No Agricultural Records Found.

Commercial

No Commercial Building Records Found.

Sales

Date	Buyer	Seller	Conveyance Number	Deed Type	Deed	Book/Page	Valid	Parcels In Sale	A
6/4/2026	J5 LLC	J5 LLC		RE-REPLAT	999	/	NO	1	

Land

No Land Records Found.

Improvements

No Improvement Records Found.

Tax

No Tax Bill Records Found.

Tax Payments

No Tax Payment Records Found.

Tax Distributions

No Tax Distribution Records Found.

Special Assessments

No Special Assessment Records Found.

Discrepancies / Questions About This Parcel?

ADMIN DISCLAIMER

Data Last Processed: 9/9/2026 5:24:16 AM

Data Last Processed: 9/9/2026, 5:24:16 AM

Matthew W. Gearhardt

County Auditor | Miami County, Ohio

SEARCH MAP INFO FORMS TOOLS

Search by Parcel, Owner or

Parcel

N44-101868

101 - CASH - GRAIN OR ...

Address

5865 DRAKE RD PIQUA OH 45356

Owner

J5 LLC

SOLD: 6/4/2026 $0.00

Appraised

Unknown

ACRES: 0.9870

Photos Sketches

No Sketches for this Parcel

EagleView Mini Map MAP

Jump To PRINT

Location

Parcel	**N44-101868**
Owner	**J5 LLC**
Address	**5865 DRAKE RD PIQUA OH 45356**
Municipality	**PIQUA CITY**
Township	
School District	**PIQUA CSD**

Deeded Owner Address

Mailing Name	**J5 LLC**
Mailing Address	**5865 DRAKE RD**
City, State, Zip	**PIQUA OH 45356**

Tax Payer Address

Mailing Name	**J5 LLC C/O VORYS SATER SEYMOUR**
Mailing Address	**52 E GAY ST**
City, State, Zip	**COLUMBUS OH 43215**

Valuation

Please note, if you have any questions reach out to the Miami County Auditor's office at 937-440-5925.

No Valuation Records Found.

Current Abatements And/Or Exemptions

No Abatement or Exemption Record Found.

Legal

Legal Acres	**0.9870**	Homestead Reduction	**N**
Legal Description	**IL 9312**	Owner Occupied	**N**
Land Use	**101 - Cash - grain or g...**	Foreclosure	**N**
Neighborhood	**01700**	Board of Revision	**N**
Card Count	**0**	New Construction	**N**
Tax Lien	**N**	Lender ID	**0**
Annual Tax	**$0.00**	Divided Property	**N**
Routing Number	**060631.0-01-007-00**		

Notes

No Note Records Found.

Residential

No Residential Records Found.

Additions

No Addition Records Found.

Agricultural

No Agricultural Records Found.

Commercial

No Commercial Building Records Found.

Sales

Date	Buyer	Seller	Conveyance Number	Deed Type	Deed	Book/Page	Valid	Parcels In Sale	A
6/4/2026	J5 LLC	J5 LLC		RE-REPLAT	999	/	NO	1	

Land

No Land Records Found.

Improvements

No Improvement Records Found.

Tax

No Tax Bill Records Found.

Tax Payments

No Tax Payment Records Found.

Tax Distributions

No Tax Distribution Records Found.

Special Assessments

No Special Assessment Records Found.

Discrepancies / Questions About This Parcel?

Data Last Processed: 9/9/2026, 5:24:16 AM

QUIT-CLAIM DEED

J5 LLC, a Delaware limited liability company, for valuable consideration paid, grants to the City of Piqua, Ohio, whose tax-mailing address is [201 West Water St. Piqua, Ohio 45356], the following real property:

> Property: (i) That certain tract of 0.987 acres, situated in the City of Piqua, County of Miami, State of Ohio ("Inlot 9312"), and (ii) that certain tract of 0.386 acres ("Inlot 9314"), situated in the City of Piqua, County of Miami, State of Ohio, each being more particularly described on Exhibit A attached hereto and made a part hereof.
>
> Tax Parcel Numbers: N44-101868 (as to Inlot 9312), and N44-101870 (as to Inlot 9314).
>
> Prior Instrument Reference: Instrument No. 2025OR-14878, Recorder's Office, Miami County, Ohio.

[Signature Page to Follow]

Executed this _____ day of ______________________, 2026.

J5 LLC,
a Delaware limited liability company,

By:___________________________
Name: ________________________
Its: ___________________________

STATE OF ____________________)
) SS:
COUNTY OF __________________)

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026, by ____________________ the _______________ of J5 LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

____
NOTARY PUBLIC
Printed Name: ________________________
My Commission Expires: _______________

This instrument prepared by
and after recording return to:

Nicklaus J. Reis, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

Exhibit A

Parcel I:
Situated in the City of Piqua, County of Miami, State of Ohio, and being known as Inlot Number 9312 in the plat of record in Volume 31, Page 75, Recorder’s Office, Miami County, Ohio.

Parcel II:
Situated in the City of Piqua, County of Miami, State of Ohio, and being known as Inlot Number 9314 in the plat of record in Volume 31, Page 75, Recorder’s Office, Miami County, Ohio.