



PIQUA CITY COMMISSION REGULAR MEETING

TUESDAY, MARCH 18, 2025

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

CONSENT AGENDA

- 1) **Approval of Minutes**
Approval of the Minutes from the March 4, 2025, Regular City Commission Meeting
- 2) **Resolution No. R-33-25**
A resolution appointing a member to the Miami County Community Action Council
- 3) **Resolution No. R-34-25**
A resolution appointing members to the Miami Valley Regional Planning Association

OLD BUSINESS

- 1) **Ordinance No. O-2-25 (3rd Reading)**
An ordinance to amend Chapter 50 of the Piqua Code
- 2) **Ordinance No. O-3-25 (3rd Reading)**
An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens
- 3) **Ordinance No. O-4-25 (2nd Reading)**
An ordinance authorizing the establishment of the Law Enforcement Custodial Fund
- 4) **Ordinance No. O-5-25 (2nd Reading)**
An ordinance authorizing the establishment of the Federal Law Enforcement Seizure Special Revenue Fund

NEW BUSINESS

- 1) **Ordinance No. O-6-25 (1st Reading)**
An ordinance to amend Title XV: Land Usage, Piqua Development Code

2) **Ordinance No. O-7-25 (1st Reading)**

An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2025

3) **Ordinance No. O-8-25 (1st Reading)**

An ordinance authorizing the establishment of a Bond Retirement Debt Service Fund

4) **Resolution No. R-35-25**

A resolution for a Crop Share Farm Lease Agreement at the R.M. Davis Water Tower property

5) **Resolution No. R-36-25**

A resolution appointing Clerk of Commission for the City of Piqua

6) **Resolution No. R-37-25**

A resolution authorizing modernization of the Municipal Government Complex Public Elevator

7) **Resolution No. R-38-25**

A resolution authorizing a purchase order to Paul Sherry Chrysler Dodge Jeep Ram for the purchase of (2) Ram 5500 dump trucks with plow and salt equipment for the Streets Department

8) **Resolution No. R-39-25**

A resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map for a 5.079-acre split from Parcel # N44-250148 to Civic (CV)

9) **Resolution No. R-40-25**

A resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map for the 37.061-acre remainder of Parcel # N44-250148 to Civic (CV)

10) **Resolution No. R-41-25**

A resolution authorizing the City Manager to sign an amendment to the contract with the city's accounting system provider Springbrook to purchase an upgrade to the accounting system

COMMISSIONERS COMMENTS

ADJOURNMENT

NON-AGENDA PUBLIC COMMENT

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

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

1. Commission meetings shall be called to order by the mayor or presiding officer of the meeting. The clerk shall call the roll of the Commissioners.
2. The mayor or presiding officer shall thereafter lead the Commission in the Pledge of Allegiance.
3. Upon roll call being completed, the Business Meeting of the Commission shall commence.
4. The Commission shall, if necessary, add or remove items to the Business Agenda and approve the agenda once it is established.
5. After approval of the agenda, the Commission shall vote on approval of the minutes of prior meetings.
6. After the establishment of the agenda, the Commission shall permit public comment by the citizens of Piqua as required by Section 4 of the Piqua Charter on any approved agenda item. Any person providing public comment shall provide his or her name and street address prior to making any comments.
7. Any non-citizen may also participate in public comment if an ordinance or resolution made part of the agenda affects his or her business located within the city of Piqua or utility service they receive within the city of Piqua. Any non-citizen shall state his or her name and either what business he or she operates that is being affected by an ordinance or resolution, or what property address inside the city limits that he or she is receiving utility service.
8. Any person providing public comment may speak once for up to a total of five minutes on each resolution and ordinance made part of the agenda. No person shall be permitted to comment twice on an agenda item.
9. Once public comment is completed, the Commission shall immediately begin debate and deliberate on each agenda item. No public comments from the public shall be permitted during the debate and/or deliberation of ordinances and resolutions by the commission.

10. After deliberation on ordinances and resolutions, votes on ordinances shall be recorded by roll call and votes on resolutions may be recorded by voice vote; if a commissioner wishes to have a roll call vote on a resolution, any commissioner may request the clerk to call the roll to record the vote. The Clerk of Commission shall record the vote tally for each ordinance and resolution.
11. During the Business Agenda, only city employees including department heads and guests of department heads to discuss matters affecting the city, the Piqua Chamber Director, the Main Street Piqua Director, may make presentations during the Business Agenda part of the meeting.
12. At the completion of the Business Agenda, the mayor may or may not permit commissioners to address the community for the good of the city. Afterwards, the commissioners shall call the business meeting of the commission to a close and city staff may be excused.

NON-AGENDA PUBLIC COMMENT

13. Non-agenda public comment sessions may, upon the discretion of the Commission, commence after the regular business meeting of the commission adjourns.
14. Any non-agenda public comment shall not begin after 9 p.m. and shall not continue after 9 p.m.
15. Comments by the public shall be addressed to the Commission and mayor and shall be limited to a seven-minute period per person. Under no circumstances should the Commission or mayor interrupt any person's seven-minute time period unless the individual violates the Rules of Conduct or the individual commenting requests interactive dialogue. If a Commission member or the mayor comment during an individual's allotted time, the time taken for any comment by Commission members or the mayor shall not be deducted from the individual's allotted seven minutes so that they receive their full allotted time to speak. No person may speak more than one time during any non-agenda public comment session.
16. All comments shall be related to city business or activities.
17. The Clerk of Commission shall not be under any obligation to keep minutes of the non-agenda public comment session.

18. Public comment time shall be only afforded to persons who live within the City of Piqua city limits, Springcreek Township, Washington Township and/or Miami County or own property within the city or own a business within the city limits.
19. Any person providing public comment shall provide his or her name and street address prior to making any comments.
20. Any individual attending the Non-Agenda Public Comment period of the City Commission meeting may have signs that do not exceed 8 ½ x 11 in size. Such signs shall not be displayed in a way that obstructs the view of any other individual attending the meeting or any camera recording the meeting.

RULES OF CONDUCT

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

1. Obscene comments, physically threatening remarks, and disruptive conduct are prohibited;
2. Profanity that is disruptive is prohibited;
3. Racist and hate-filled epithets are prohibited;
4. Loud and boisterous conduct or comments are prohibited;
5. Cheering, jeering or clapping, unless for ceremonial purposes as determined by the mayor, are prohibited;
6. Noisemakers are prohibited;
7. All persons shall remain seated during commission meetings unless they are leaving the Commission Chambers or are addressing the Commission from the podium;
8. Any person desiring to make a public comment shall complete a public comment request card provided by the Clerk of Commission and shall deposit the card in the public comment request box. The box will be monitored throughout public comment

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

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

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



**PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, MARCH 4, 2025**

CALL TO ORDER

Piqua City Commission met at 5:30 p.m. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

THE PLEDGE OF ALLEGIANCE

Mayor Lee led the assembly in the Pledge of Allegiance.

ROLL CALL

Commissioner Hohman, Mayor Lee, Commissioner Simmons, and Commissioner Vetter were present. Commissioner DeBrosse was excused.

A motion was made by Commissioner Hohman to excuse Commissioner DeBrosse, and Commissioner Vetter seconded the motion. All were in favor and the motion was carried unanimously.

ADJOURNMENT TO EXECUTIVE SESSION

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

ROLL CALL

Commissioner Hohman, Mayor Lee, Commissioner Simmons, and Commissioner Vetter were present.

EXECUTIVE SESSION

The Executive Session was to consider pending or imminent litigation.

ADJOURNMENT FROM EXECUTIVE SESSION

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

Commissioner Hohman, Mayor Lee, Commissioner Simmons, and Commissioner Vetter were present.

MOTION TO APPROVE BUSINESS AGENDA

1) Rules of Conduct for City Commission Meeting

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

CONSENT AGENDA

1) **Approval of Minutes**

Approval of the Minutes from the February 18, 2025, Regular City Commission Meeting

2) **Resolution No. R-32-25**

A resolution appointing a member to the Energy Board

Mayor Lee asked the clerk to read the name of the person appointed to the Energy Board. Greg Blankenship was appointed to the Energy Board.

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

Mayor Lee said the Commissioner's Committee on the Fire Training Center submitted a letter with an update of their progress, and he will see that it is placed on the website.

OLD BUSINESS

1) **Ordinance No. O-2-25 (2nd Reading)**

An ordinance to amend Chapter 50 of the Piqua Code

Introduction: Brian Brookhart said this is a second reading to update Chapter 50 to reflect the new Sanitation rates for the remainder of 2025 through 2029 as indicated in Exhibit A.

Commissioner's Comments: Commissioner Hohman asked if there had been any changes since the first reading. Brian Brookhart said there have been no changes.

Public Comments: Kim Heisler asked about the percentage listed for the Utility Office distribution, who the payments to the contracted vendor were for, and what kind of funds we are having to pay out of Sanitation because employees are transitioning to other areas? Paul Oberdorfer said the employees are moving to different general ledger codes, and in some cases moving out of the enterprise fund. Mr. Oberdorfer explained that the timing of the pay cycle we are in can have an effect on this. We are not certain of the date the employees will be transitioning yet, so that number has not been determined. Kim Heisler asked for more explanation of why money would be

paid out of the enterprise fund if there are already vacancies. Paul Oberdorfer said that no money is being paid, this is allocating the employee to the correct fund that they transition to. Ms. Heisler asked Paul Oberdorfer to answer which vendor the payments were going to and Paul Oberdorfer said the billing vendor was the Utility Billing Office.

Jeff Grimes asked if it was true that the age to receive the senior discount had been increased with the move to Rumpke. Mayor Lee asked Brian Brookhart if the age had increased and Brian Brookhart answered that Rumpke's age was 65. Mayor Lee asked why they are not keeping it the same. Jeff Grimes said the age difference is going to put an additional expense on our seniors. Mayor Lee said we would ask Rumpke to take the age back down to 62. Jeff Grimes said we have all of these funds left over from the Sanitation fund, and he said it should not be put into a slush fund. He said the citizens have already paid this through their utility bills, so we should take the \$2.7 million dollars in the Sanitation fund and the citizens should not have to pay anything for trash for the next year. Mayor Lee said he would not want to spend the entire fund. Mayor Lee said if something does not work out after 5 years, we may want to start back up our own Sanitation Department. Mr. Grimes questioned how much we would be keeping in the fund and if it was necessary. Commissioner Hohman stated the state auditor regulates how we can spend money, and agreed with Mayor Lee that we still need a fund. Jeff Grimes asked why we are paying our city employees to do billing for Rumpke. Paul Oberdorfer said whether they are doing the billing for Rumpke or not, they are still doing billing for other utilities.

Mayor Lee said he would like to make a motion to change the age from 65 to 62. Paul Oberdorfer said a motion is not necessary. He said that it could be done without a motion.

This is the second reading of this ordinance.

Commissioner Simmons said he has been here for 16 years and did not know there was a discount for seniors. Commissioner Simmons asked if the citizen had to ask for it and the answer was yes. You have to complete an application proving you meet age and income guidelines.

Commissioner Hohman asked Paul Oberdorfer if there was still a way to change the age since the contract had already been signed. Paul Oberdorfer said it can be accommodated.

2) Ordinance No. O-3-25 (2nd Reading)

An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens

Introduction: Kyle Hinkelman said this is a second reading of O-3-25 which would adopt revisions to Chapter 90 allowing backyard chickens in the City of Piqua and there have been no changes. This is the second reading and there are no changes from the 1st reading.

Commissioner's Comments: Commissioner Simmons asked for clarification on Section 90.07.b.1. Commissioner Simmons referenced the stipulation that no structure for chickens can be 25 feet from an occupied structure. He questioned whether it would be permissible to have the chicken enclosure on the far side of his garage since the garage is attached to his house by a breezeway. Kyle Hinkelman said if it is a structure someone occupies, the distance listed in the code will have to be followed. Kyle Hinkelman said it does not necessarily mean where you sleep. The code specifies

structure that is occupied. Kyle Hinkelman said if the ordinance is adopted, we can look at each case individually.

Commissioner Vetter asked what happens when chickens are mistreated and gave the example of not being fed. Commissioner Vetter said this is a concern on his part. Commissioner Vetter said at Aldi today the cost of eggs was \$5.97. Channel 7 ran a story on backyard chickens and reported that it is not cost-efficient to raise your own chickens. The WHIO report estimated the cost of an egg came out to over 1.05 per egg, which would be over \$12.00 per dozen.

Mayor Lee said he has no objections to people having backyard chickens, although there would be several neighborhoods with covenants that won't allow them.

Public Comments: Greg Neves agrees with allowing chickens to help save money.

Nicholas Mahrt asked how we were going to take care of deceased chickens. Kyle Hinkelman said you should dispose of them in the regular trash. Nicholas Mahrt said he is concerned about flies and thinks there should be a way to secure them. Mr. Mahrt said it also presents concerns for the land fill. Commissioner Vetter agreed that it can present a health concern.

Kim Heisler strongly suggests leaving the decision to allow chickens up to the people. Ms. Heisler said she would be surprised if 20 percent of people would actually want them. Ms. Heisler said it is a great learning experience for kids and she thinks it would be nice if it passed. As far as having a deceased animal, it is not that much different from throwing raw meat or leftovers in the trash. Ms. Heisler said as far as the mistreatment of chickens, people mistreat children, and there is no difference.

Joe Wilson said he is against allowing backyard chickens. Mr. Wilson said the odor and predators are going to be a problem. Joe Wilson said home values will go down if your neighbor has chickens. Lastly, Mr. Wilson said you are underestimating the risk of diseases. Bird flu is currently being transferred to cats, cows and people. Joe Wilson said he has a condition he received in his childhood which he may have received from fowl around Echo Lake. Joe Wilson said citizens can easily track bird droppings.

Dan Dunton stated that he was not in favor. Mr. Dunton asked what would happen if a child or cat was close to a coop and tracked contamination. The noises made by the chickens will be annoying. Mr. Dunton is concerned about the odor in summer. Mr. Dunton asked the commissioners if they would want chickens next to their house? He said that we live in a residential area, not agricultural, and chickens will affect the sale of your house.

Melissa Jacomet is for chickens. Ms. Jacomet said we are talking about 6 chickens, not a farm, and the smell will be very minimal. Ms. Jacomet is already signed up for the class you need to take before getting a permit for chickens. Melissa Jacomet thinks it is positive.

Sharon Brandt said she has lived in Parkridge for 20+ years. She said when she first moved there, there were rules and asked if they were still in place. Commissioner Vetter said, unfortunately the

city cannot enforce that and those rules would be up to the courts to enforce. Ms. Brandt asked if a citizen wanting to have chickens would have to have a license. Sharon Brandt said she understands there are two sides, but does not want to live next to someone who has them. Mayor Lee said there are a lot of rules that they have to follow before they can even have chickens. Sharon Brandt said we need to bring our economy up and did not want to cause more issues for Piqua. A lot of us have stayed here because of our love for Piqua. Ms. Brandt asked if you are going to allow cows if the price of beef goes up? Chickens will cause diseases, mice, snakes and coyotes in our City.

Commissioner Simmons said he wants our local economy to grow, and he plans to get chickens. Commissioner Simmons plans on buying feed and the enclosure locally. If it does not pass, we will not be growing our economy.

Pam Hawes is for chickens. Where she lives there are already raccoons and skunks and you can not keep them out of the city. Ms. Hawes does not think chickens are going to bring more rodents than we already have. Ms. Hawes said she and all her neighbors were going to get chickens. The smell will not be that bad.

Mayor Lee said this will serve as a second reading. Mayor Lee said he forgot to announce that the AV board is out for repairs and the meeting is not being live-streamed by the city, but the video will be online tomorrow.

NEW BUSINESS

1) Ordinance O-4-25 (1st Reading)

An ordinance authorizing the establishment of the Law Enforcement Custodial Fund

Introduction: Jerry O'Brien said currently, when the Police Department seizes cash during a criminal investigation, it is held by the City until the distribution order is issued by the court after the case is adjudicated. Until the court order is received, none of the funds can be expended, and it is not known until that time how much of the money, if any, will be retained by the City. At the time the money is seized, it is deposited into a separate bank account and is posted to a separate cash account line within the Safety Fund and a corresponding liability account. When the distribution order is received from the court, funds paid to other agencies such as the court, county prosecutor, or other law enforcement agencies are paid from the Safety Fund, and the separate cash and liability lines are reduced. If any money is retained by the City, it is moved to the Law Enforcement Trust Fund via journal entry, a special revenue fund, from which it can be used for certain law enforcement-related expenditures.

Commissioner's Comments: Commissioner Hohman asked if this is known as civil asset forfeiture and Mr. O'Brien acknowledged. Commissioner Hohman said the court system is our check and balance because nothing can be taken without the judges' approval. Commissioner Vetter said he believes the city would ultimately be able to decide where the money goes if it is awarded to the City. Jerry O'Brien said the allowed expenditures are written into the Ohio Revised Code. The Police Department is required to have a policy to specify what type of expenditure this money can be

used for. The laws are very strict on what the money can be used for.

Public Comments: Jeff Grimes asked what is changing. He asked if we are keeping track of it now, how this would make it better? Jerry O'Brien explained that right now it is in a safety fund, and a liability fund, but if it is in its own separate fund, it will be easier to track. There will also be better internal controls. Commissioner Hohman agreed that it would be easier to keep track of. Jerry O'Brien said from an accounting standpoint, it is better. Jeff Grimes asked how it could be any better and stated that it seems like there is more work involved. Commissioner Hohman said it is being more transparent with better accounting and tracking. Commissioner Hohman said it adds an extra layer. Jeff Grimes asked if we have had any issues with the current accounting system. Rick Byron replied that we get state forfeitures and federal forfeitures, and we have to report both separately. Separating them out just makes it easier. It is a more professional way to document.

Kim Heisler said she hopes the software is better than the Civic Plus software. Mayor Lee replied that the problems we are having are with the hardware, not the software.

This is a first reading.

2) Ordinance No. O-5-25 (1st Reading)

An ordinance authorizing the establishment of the Federal Law Enforcement Seizure Special Revenue Fund

Introduction: Jerry O'Brien said the Piqua Police Department began four years ago to participate in the Equitable Sharing Program administered by the Department of Justice and the Department of Treasury. This program provides that when the City Police Department conducts joint investigations with federal law enforcement agencies, the City will be entitled to a share of assets forfeited to the federal government as a part of the joint law enforcement activity. The City Police Department participated in joint law enforcement activity with federal authorities from February 2020 until January 2023. Currently, the City has received and is holding \$103,068.48 through the Equitable Sharing Program as a result of this joint activity. The money was posted into the Law Enforcement Trust Fund, and the intent was to earmark the money for spending for the purposes allowed in the Program. To date, none of this money has been expended. Upon further consideration and review of the accounting regulations in the Equitable Sharing Program and the best way to account for and track this money, it has been determined the best course of action is to create a special revenue fund to account for the activity.

Commissioner's Comments: None

Public Comments: Kim Heisler asked if this one was for the federal and the other one was for the state.

Mayor Lee said this is a 1st reading.

COMMISSIONERS COMMENTS

Paul Oberdorfer said a parking survey is on our website and social media. We have already

received over 200 responses. Mr. Oberdorfer encourages others to respond to the survey so we can better understand the needs of the citizens.

Commissioner Simmons: Mayor Lee wished Commissioner Simmons a happy birthday. Commissioner Simmons gave a shout-out to DoBos for the donuts and invited everyone to help themselves.

Commissioner Hohman did not have any comments.

Commissioner Vetter did not have any comments.

Mayor Lee said he had training on Wednesday, so he missed the Mayor's meeting last week but will have one tomorrow from 4-6 pm. Lehman basketball is out of the finals. Piqua Showchoir did a great job this year and received Grand Champion. He said they far exceeded other years.

ADJOURNMENT

A motion was made by Commissioner Hohman to adjourn the meeting, and Commissioner Vetter seconded the motion. All were in favor and the motion was carried unanimously. The meeting adjourned at 7:03 pm.

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.)

PASSED:

ATTEST:

Melissa Kinney
3.18.2025
COMMISSION CLERK

Kris Lee
KRIS LEE, MAYOR

Resolution No. R-33-25

A resolution appointing a member to the Miami County Community Action Council

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: Cynthia Potter, Community Development Manager for the City of Piqua, is hereby appointed as a member of the Miami County Community Action Council, until her successor is confirmed and qualified.
- SEC. 2: This resolution shall take effect and be in force from and after the earliest period allowed by law.


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee	<u>Yah</u>
Commissioner Jim Vetter	<u>Yah</u>
Commissioner Paul Simmons	<u>Yah</u>
Commissioner Thomas Hohman	<u>Yah</u>
Commissioner Frank DeBrosse	<u>Yah</u>

Resolution No. R-34-25

A resolution appointing members to the Miami Valley Regional Planning Association

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: Kenton Kiser, Engineering Manager, is hereby appointed as delegate to the Technical Advisory Committee of the Miami Valley Regional Planning Commission (MVRPC) until his successor is confirmed and qualified.

SEC. 2: Chad Henry, City Planner, is hereby appointed as an alternate delegate to the Technical Advisory Committee of the MVRPC until his successor is confirmed and qualified.


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee	<u>Yah</u>
Commissioner Jim Vetter	<u>Yah</u>
Commissioner Paul Simmons	<u>Yah</u>
Commissioner Thomas Hohman	<u>Yah</u>
Commissioner Frank DeBrosse	<u>Yah</u>

City of
PIQUA

COMMISSION AGENDA
STAFF REPORT

F.1.

MEETING DATE	March 18, 2025	
REPORT TITLE	Ordinance No. O-2-25 (3rd Reading) An ordinance to amend Chapter 50 of the Piqua Code	
SUBMITTED BY	Brian Brookhart, Director Public Works	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	Chapter 50 of the Piqua Code needs modified to support the transition of Sanitation Services to an outside vendor. Proposed language updates include adding a definition of "Approved Service Provider" to clarify that the city or a contractor may be utilized for services; modifications to accomodate the contractor's service model; and adjustments to the rates according to the RFP submitted by the contractor.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	NA
	Expenditure \$:	NA
	Source of Funds:	
	Narrative:	As part of the transition to contracted services, the city is proposing a subsidy to the Senior Discount Program that will lower the rate adjustments from those proposed by the contractor. The city will utilize funds from the reserves in the Sanitation Fund to offset approximately \$10,000-\$14,000 per year over 5 years for this purpose.
ATTACHMENTS	1. Exhibit A 2. Sanitation Services Crisis Plan (Updated 2.13.2025)	

Ordinance No. O-2-25 (3rd Reading)
An ordinance to amend Chapter 50 of the Piqua Code

WHEREAS, on February 4, 2025, City Commission voted to accept a proposal to contract with an outside vendor for Sanitation Services; and

WHEREAS, the Sanitation Fund as an Enterprise Fund must be kept solvent by charging fees to cover all expenses to operate.

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

SEC. 1: Chapter 50 of the Piqua Code is hereby updated as presented in "Exhibit A" attached.

SEC. 2: This ordinance shall be effective at the earliest time permitted by law.



KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee	<u>Nay</u>
Commissioner Jim Vetter	<u>Yah</u>
Commissioner Paul Simmons	<u>Yah</u>
Commissioner Thomas Hohman	<u>Yah</u>
Commissioner Frank DeBrosse	<u>Yah</u>

CHAPTER 50: GARBAGE

Section

Garbage and Refuse

- 50.01 Definitions
- 50.02 Solid waste and recycling receptacle required
- 50.03 Uncollectible solid waste and recyclable materials
- 50.04 Yard waste collection
- 50.05 Private disposal prohibited
- 50.06 Tampering with refuse prohibited
- 50.07 Solid waste collection rates; permits
- 50.08 Uncollected solid waste declared a nuisance

Disposal of Solid Waste

- 50.20 Establishment of Disposal District Number One
- 50.21 Hauling permit required
- 50.22 Compliance with hauling regulations
- 50.23 Incinerator
- 50.24 Covered vehicle required for hauling
- 50.25 Hauling garbage to location outside city prohibited

- 50.99 Penalty

Appendix: Rates and Fees

GARBAGE AND REFUSE

§ 50.01 DEFINITIONS.

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

APPROVED CONTAINERS. Shall include the following:

(1) Containers provided by customers that are constructed of metal or heavy gauge plastic, with two handles, and in such a manner as to be strong, easily lifted, not easily corrodible, rodent-proof, shall have a capacity not to exceed 32 gallons, have a tight fitting lid and meet the satisfaction of the Approved Service Provider~~Sanitation Department~~.

(2) Containers provided by the ~~City of Piqua Sanitation Department~~ Approved Service Provider for solid waste and recyclables;

(3) ~~Paper-biodegradable bags for Yard waste~~ containers, including plastic or paper bags.

APPROVED SERVICE PROVIDER. The City of Piqua or a Commercial hauler under contract with the city to collect and haul solid waste, recycling, or yard waste.

BOARD. The Board of County Commissioners of Miami County, Ohio, consisting of three members chosen as provided in R.C. Chapter 305.

BUILDING CONSTRUCTION WASTE. Discarded or unused materials used in the construction of structures and other improvements to real property.

BULK ITEMS. Discarded appliances, furniture, and other household items that are too large to fit inside a garbage container. Does not include building construction waste, items longer than six feet in length, or items too heavy to be easily lifted.

COLLECTION. The process of picking up and transporting solid waste from the point of disposition to the point of its ultimate disposal.

COMMERCIAL HAULERS. Any person, firm or corporation who, for profit, collects or transports solid waste to disposal sites, and when not operating solely under a contract with the city to transport solid waste (collected by the city) from the transfer station.

DISPOSAL SITE. Any area used by a customer for the disposal of garbage, refuse, or recyclable materials.

DISTRICT. The Miami County Garbage and Refuse Disposal District No. 1 as that district is described in the records of the

Board of County Commissioners of Miami County, and in § 50.20, and as the district may be amended from time to time. The district is now comprised of all the unincorporated area of Miami County and the municipalities of Troy and Piqua, Ohio.

HAZARDOUS WASTE. The waste as defined in R.C. § 3734.01(J).

HOUSEHOLDER. The head of a family or one maintaining his or her separate living room or quarters on the premises, and shall include owners, tenants, and occupants of all premises.

INCINERATORS. Structures built and containing furnaces, machinery and equipment for the destruction, by burning, of solid waste with maximum reduction of volume and a minimum of air pollution, other than for domestic or residential use.

INDIVIDUAL HAULERS. Persons, firms or corporations using vehicles either owned by them, rented or leased by them, either with drivers or for their use by themselves or by their employees on an occasional basis for the purpose of transporting solid waste produced by them to a point of disposal off their own premises.

NON-COMBUSTIBLES. Garbage or refuse which will not reduce to ash within 45 minutes at a temperature of 1,800 F. when properly mixed with oxygen from the air for the purpose of burning tree stumps and materials in the nature of earth, sand, bricks, stones, plaster, ashes and other substances which may accumulate as a result of building construction or demolition.

RECYCLABLE MATERIALS. Materials as determined by the ~~Sanitation Department~~ Approved Service Provider to be easily reused or repurposed, and be suitable for collection and separation from regular household solid waste to be diverted from the landfill.

SANITARY ENGINEER. The Sanitary Engineer of Miami County, appointed by the Board of County Commissioners of Miami County, Ohio, or its duly authorized or appointed assistants acting in its behalf or stead.

SANITARY LANDFILL. An open area of ground used for the disposal of solid waste where material is deposited under controlled conditions.

SOLID WASTE. Garbage and refuse other than liquids.

(1) **GARBAGE.** Shall include the following:

(a) Discarded animal and vegetable organic matter.

(b) All putrescible wastes from public, private and residential structures.

(c) **GARBAGE** does not include hazardous waste, recognizable industrial byproducts, non-combustibles, rubbish or building construction waste.

(2) **REFUSE.** Shall include the following:

(a) Discarded non-organic materials generated from commercial, industrial and/or residential sources within the city which are of a size and weight suitable for containment in receptacles designated for garbage and refuse.

(b) **REFUSE** shall not include liquids or hazardous wastes, recognizable industrial by- products, non-combustibles or building construction waste.

TRANSFER STATION. A site owned or leased by the city where solids waste is deposited by city personnel for pick-up and removed by a person, firm, or corporation under contract with the city.

('97 Code, § 55.01) (Ord. C-686, passed 1-2-51; Am. Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22)

§ 50.02 SOLID WASTE AND RECYCLING RECEPTACLE REQUIRED.

(A) No owner, tenant, or lessee of any public or private premises shall permit to accumulate upon his or her premises any solid waste or recyclable materials, except in approved containers.

('97 Code, § 55.02)

(B) Solid waste and recyclable materials shall be placed in approved containers which may be provided by the ~~city~~ Approved Service Provider and, if so provided, said containers shall be and remain the property of the ~~city~~ Approved Service Provider and remain with the residence, regardless of owner or tenant. Any misuse or destruction of said containers shall subject the person responsible to replacement costs. Should the containers become lost or unusable, they may be replaced by notifying the ~~City of Piqua~~ Approved Service Provider. The ~~city~~ Approved Service Provider is authorized to charge a replacement fee in accordance with rules and regulations of the City of Piqua.

(C) When approved containers are provided by ~~the city~~ the Approved Service Provider, then no other containers will be approved for collection. No solid waste or recyclable materials will be collected unless it is properly placed in the approved containers (with the exception of bulk items in accordance with ~~department~~ policy).

(D) Approved containers are required to be removed from the public right-of-way/street curb area within 24 hours of collection. A penalty fee may be assessed to the Utility account for containers left in the public right-of-way/street curb area.

('97 Code, § 55.03) (Ord. C-686, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

(A) No solid waste shall be collected by the ~~city~~ Approved Service Provider unless it is placed in approved containers and placed in the proximity of the street or alley or other convenient place for collection as determined by the Approved Service Provider ~~Sanitation Department~~. However, the ~~Sanitation Department~~ Approved Service Provider may collect solid waste at locations other than in the proximity of the street or alley in hardship cases approved through the Fall Prevention Program. Hardship cases are cases in which the ~~Sanitation Department~~ city determines there is no able-bodied person in the household.

(B) No garbage, refuse or non-combustibles transported into the city from outside the corporate limits shall be collected.

(C) Only approved bulk items shall be collected according to ~~department~~ policy.

('97 Code, § 55.04) (Ord. 59-78, passed 2-5-79; Am. Ord. 54-79, passed 8-20-70; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22)

§ 50.04 YARD WASTE COLLECTION.

Yard waste may be collected if it is properly prepared. ~~Yard waste shall typically be collected from April through October, weather dependent.~~

(A) All twigs, branches, limbs and other trimmings of trees and bushes shall not be collected unless the trimmings are less than six feet in length and less than four inches in diameter, tied into bundles no larger than 24 inches in diameter.

(B) Yard waste will only be collected if placed loose in approved containers or in ~~paper~~ biodegradable bags.

(Ord. 9-22, passed 11-1-22)

§ 50.05 PRIVATE DISPOSAL PROHIBITED.

The disposal of solid waste in any quantity by an individual or an establishment is prohibited in any public or private place within the city limits.

('97 Code, § 55.06) (Ord. C-686, passed 1-2-51; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.06 TAMPERING WITH REFUSE PROHIBITED.

(A) All garbage, refuse, recyclables and other materials on disposal sites are the property of the city.

(B) No person shall be allowed to separate and collect, carry off, or dispose of materials on disposal sites, except under the direction of the City Manager or except by contract with the city. In addition, the provisions of division (B) hereof shall not apply to any law enforcement officer or fire investigator in the performance of his or her official duties.

('97 Code, § 55.07) (Ord. C-686, passed 1-2-51; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.07 SOLID WASTE COLLECTION RATES; PERMITS.

(A) The collection of solid waste from houses, buildings, and premises for residential purposes shall be in accordance with the approved rate schedules in the Appendix following this chapter. The current fees shall remain in effect until changed. No householder within the city limits shall be exempt from the provisions of this section without obtaining a special waiver pursuant to (B) below.

(B) Special waivers of compliance with (A) above may be granted at the Utility Billing Office to the following. Special waivers may be subject to revocation without notice.

(1) Owners of buildings containing four or more apartment units, and who have in force a contract with a commercial hauler to collect solid waste from the apartment units.

(2) Commercial or business accounts who have in force a contract with a commercial hauler to collect solid waste from the commercial or business establishments.

(3) *Participants in the Senior Discount Program.* The Senior Discount Program shall be for householders who reside in the city and who are 62 years of age and older or disabled, or who have other hardship reasons approved by the ~~Sanitation Department~~ city and also meet income guidelines as established by the Utility Billing Office. ~~The rate for the program shall be 50% of the standard refuse rate.~~

(C) The collection of solid waste and recycling from commercial establishments shall be on the basis of the amount of materials collected from approved containers in accordance with the approved rate schedules in the Appendix following this chapter.

(1) A record of the number of containers shall be maintained by the ~~Sanitation Department~~ Approved Service Provider. Solid waste and recyclables must be placed in approved containers to comply with the specifications herein.

(2) Collection of fees shall be made by the Utility Billing Office as a separate item on each utility bill. The fees shall be assessed against the person or firm in whose name the utility bill is listed.

(D) Bulk items shall be collected when placed at normal trash collection points in accordance with ~~department~~ policy.

Such items shall be collected at the discretion of the ~~Sanitation Department Approved Service Provider~~ in reasonable amounts not to exceed three bulk items in one week. Excessive amounts of bulk items placed out for collection may incur additional charges based on the disposal cost.

(E) ~~Garbage and refuse may be collected at locations outside the city limits when feasible, at a rate of 150% of the rates listed in the approved rate schedule in the Appendix following this chapter.~~

(F) A delayed payment charge of 5% of each month's fee shall be added to the month's billing if not paid within the net payable date of the monthly statement.

('97 Code, § 55.08) (Ord. 7-59, passed 2-16-59; Am. Ord. 15-94, passed 3-21-94; Am. Ord. 53-94, passed 11-21-94; Am. Ord. 15-96, passed 3-18-96; Am. Ord. 11-02, passed 5-20-02; Am. Ord. 3-05, passed 4-4-05; Am. Ord. 32-06, passed 1-2-07; Am. Res. R-12-07, passed 1-16-07; Am. Ord. 12-10, passed 6-1-10; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.08 UNCOLLECTED SOLID WASTE DECLARED A NUISANCE.

(A) No solid waste shall be collected from any premises where the owner or lessee is in arrears for a period of one month or more.

(B) Solid waste in containers uncollected or solid waste dumped in the open due to failure to pay garbage fees or for any other reason shall be declared a nuisance, and the person or persons responsible shall be liable to prosecution under the provisions of R.C. § 3767.13 or § 91.20 and shall be subject to the nuisance abatement fee. No prior notice is required if the solid waste on disposal sites is declared a nuisance, then the City Manager may cause the nuisance be summarily abated with the nuisance abatement fee charged to the subject property's Utility billing account.

('97 Code, § 55.09)

(C) No person, firm or corporation shall permit the accumulation or collection on his, her or its premises of any garbage, refuse, non-combustibles, hazardous waste or solid waste which was not generated on said premises.

('97 Code, § 55.10) (Ord. C-696, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

DISPOSAL OF SOLID WASTE

§ 50.20 ESTABLISHMENT OF DISPOSAL DISTRICT NUMBER ONE.

The Commission authorizes the Board of County Commissioners to lay out, establish, and maintain the Miami County Garbage and Refuse Disposal District Number One, and to include therein, in addition to other lots and lands, all lots and lands within the corporate limits of the city.

('97 Code, § 55.15) (Ord. 13-66, passed 3-21-66; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22)

§ 50.21 HAULING PERMIT REQUIRED.

It shall be unlawful for any person, firm or corporation to engage in the business of collecting, hauling, or transporting through, over, or upon the public streets and ways of the city, any solid waste, without obtaining a license or permit to do so from ~~the office of the Sanitary Engineer, Miami County Incinerator, Troy, Ohio 45373~~ Miami County Public Health. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

('97 Code, § 55.16) (Ord. 40-68, passed 11-4-68; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.22 COMPLIANCE WITH HAULING REGULATIONS.

It shall be unlawful for any commercial hauler or individual hauler to haul or transport through, over, or upon the public streets and ways of the city, any garbage, rubbish, or refuse unless the garbage, rubbish, or refuse is hauled to the Miami County Transfer Station and is hauled in conformance with the rules and regulations of disposal of solid wastes in Miami County Garbage and Refuse Disposal District Number One adopted by the Miami County Commissioners. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

('97 Code, § 55.17) (Ord. 40-68, passed 11-4-68; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.23 INCINERATOR.

(A) It shall be unlawful for any person, firm or corporation to operate an incinerator within the city unless the incinerator meets the federal, state, or local regulations and is approved with a zoning permit.

('97 Code, § 55.18) (Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 9-22, passed 11-1-22)

(B) It shall be unlawful for any person, firm or corporation to construct an incinerator within the city until the plans and specifications for it are submitted to and approved by the sanitary engineer and the city engineer.

('97 Code, § 55.19) (Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.24 COVERED VEHICLE REQUIRED FOR HAULING.

It shall be unlawful for any person, firm or corporation to haul or transport any waste, refuse, trash, or garbage in an form within the city in a vehicle not fitted with a tight cover or not constructed in such a manner as to prevent the escape of any portion of the load being transported, no matter how minute.

('97 Code, § 55.20) (Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22) Penalty, see § 50.99

§ 50.25 HAULING GARBAGE TO LOCATION OUTSIDE CITY PROHIBITED.

(A) It shall be unlawful for any commercial hauler to haul or transport any waste, refuse, trash, or garbage in any form from a point within the city to any point outside of Miami County.

(B) In the event of an emergency such as, but not limited to, a truck breakdown or driver illness, the provisions of this section shall not apply if the commercial hauler notifies the office of the City Police Department of the emergency prior to the removal from the county of the waste, trash, or garbage.

(Ord. 40-68, passed 11-4-68; Am. Ord. 56-69, passed 12-1-69; Am. Ord. 9-22, passed 11-1-22)

(C) This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station, nor does it apply to Commercial haulers transporting recyclable materials.

(Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22)

('97 Code, § 55.21) Penalty, see § 50.99

§ 50.99 PENALTY.

Whoever violates any provisions of this chapter shall be punished as provided in §10.99 and may be subject to the penalty fee. Each day's violation shall constitute a separate offense.

(Am. Ord. 1-15, passed 2-17-15; Am. Ord. 2-18, passed 2-20-18; Am. Ord. 9-22, passed 11-1-22)

APPENDIX: RATES AND FEES

Table A: ~~Residential~~Sanitation Service Rates

SANITATION RESIDENTIAL RATES	2023 Monthly Rate
SANITATION RESIDENTIAL RATES	2023 Monthly Rate
Small Quantity Generator (Up to 35-gallon capacity)	\$20.14
Standard Quantity Generator (Up to 96-gallon capacity)	\$22.38
Large Quantity Generator (Up to 192-gallon capacity)	\$24.62
Additional Trash Cart (Up to 96-gallon capacity)	\$12.00
Recycling (Up to 96-gallon capacity)	Included
Recycling Only Service (Up to 96-gallon capacity)	\$11.19
Recycling Service-Additional Cart	\$3.00
1. These rates shall remain in effect until updated.	

Table B: ~~Commercial~~ Service Rates

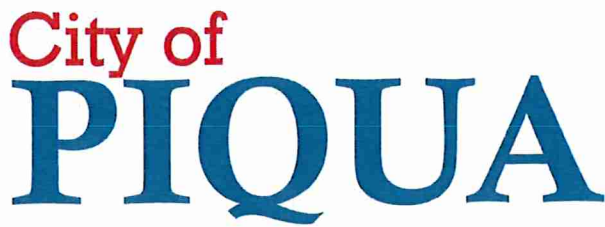
SANITATION COMMERCIAL RATES	2023 Monthly Rate
SANITATION COMMERCIAL RATES	2023 Monthly Rate
Small Quantity Generator (1 Cart-96-gallon)	\$32.41
Medium Quantity Generator (2 Carts-192-gallon)	\$40.50
Large Quantity Generator (3 Carts-288-gallon)	\$50.63
Additional Trash Cart (Up to 96-gallon capacity)	\$12.00

Recycling (Up to 96 gallon capacity)	Included				
Recycling Only Service (Up to 96 gallon capacity)	\$12.77				
Recycling Service Add Cart	\$3.00				
1. These rates shall remain in effect until updated.					
<u>SANITATION RATES</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<u>Standard Residential Rate – 95 g</u>	<u>\$26.00</u>	<u>\$27.30</u>	<u>\$28.66</u>	<u>\$30.10</u>	<u>\$31.61</u>
<u>Standard Residential Rate – 65 g</u>	<u>\$25.00</u>	<u>\$26.25</u>	<u>\$27.56</u>	<u>\$28.94</u>	<u>\$30.39</u>
<u>Standard Residential Rate – 35 g</u>	<u>\$22.00</u>	<u>\$23.10</u>	<u>\$24.25</u>	<u>\$25.47</u>	<u>\$26.74</u>
<u>Senior Residential Rate – 95 g</u>	<u>\$16.00</u>	<u>\$16.70</u>	<u>\$17.46</u>	<u>\$18.28</u>	<u>\$19.17</u>
<u>Senior Residential Rate – 65 g</u>	<u>\$15.00</u>	<u>\$15.65</u>	<u>\$16.36</u>	<u>\$17.13</u>	<u>\$17.96</u>
<u>Senior Residential Rate – 35 g</u>	<u>\$12.00</u>	<u>\$12.50</u>	<u>\$13.05</u>	<u>\$13.65</u>	<u>\$14.31</u>
<u>Curbside Recycling – 65 g</u>	<u>Included</u>	<u>Included</u>	<u>Included</u>	<u>Included</u>	<u>Included</u>
<u>Additional Trash Cart Rate</u>	<u>\$3.50</u>	<u>\$3.50</u>	<u>\$3.50</u>	<u>\$3.50</u>	<u>\$3.50</u>
<u>Additional Recycling Cart Rate</u>	<u>\$3.50</u>	<u>\$3.50</u>	<u>\$3.50</u>	<u>\$3.50</u>	<u>\$3.50</u>
<u>Commercial Curbside Rate – 95 g (1 Cart)</u>	<u>\$30.50</u>	<u>\$32.03</u>	<u>\$33.63</u>	<u>\$35.31</u>	<u>\$37.07</u>
<u>Commercial Curbside Rate – 95 g (2 Carts)</u>	<u>\$40.50</u>	<u>\$42.53</u>	<u>\$44.65</u>	<u>\$46.88</u>	<u>\$49.23</u>
<u>Commercial Curbside Rate – 95 g (3 Carts)</u>	<u>\$50.00</u>	<u>\$52.50</u>	<u>\$55.13</u>	<u>\$57.88</u>	<u>\$60.78</u>
<u>Curbside Recycling – 65 g 1XWeek</u>	<u>\$12.00</u>	<u>\$12.60</u>	<u>\$13.23</u>	<u>\$13.89</u>	<u>\$14.59</u>

Table **BC**: Residential and Commercial Service Fees

FEE SCHEDULE	
FEE SCHEDULE	
Special Pick-Up (Scheduled in advance)	\$100 plus additional tonnage fee
Cart Replacement Fee (Per Policy)	\$55
Cart Size Exchange (Per Policy)	\$25
Call Back Fee	\$25
Nuisance Abatement Fee	\$150 plus additional tonnage fee
Penalty fee	\$50
1. The Fee Schedule shall be updated annually on <u>J</u> anuary 1st of each year to reflect a 3% increase to each fee. 2. The tonnage fee shall be figured based on the tipping rate established by the Miami County Transfer Station.	

(Ord. 9-22, passed 11-1-22)



Sanitation Service Crisis Plan:

January 29, 2025/Updated 2-13-25

The city administration has been discussing and studying the delivery of sanitation services since 2021 to determine the best method and most cost-effective solution to various challenges faced by the Sanitation Division. During the past year review period, it was necessary to place holds on many initiatives, including hiring staff for existing vacancies and replacing equipment. Since July 2024, we have been updating the commission regularly on the sanitation department's status, and in November 2024, the recommendation to enter into a contract with Rumpke was presented. The Utility Board and the administration agreed that the best solution for the community over the next 5-10 years was to contract services.

Until the January 28, 2025, Commission Meeting, we worked toward the contracted solution to overcome the potential issues of keeping the service in-house. The division is now in a state of crisis to maintain the daily operations until these initiatives can be reinstated. This will take time to implement, and the following plan will stabilize the operations, reduce the significant challenges faced, and plan for future needs to optimize efficiencies.

Timeline:

July 2024: Budget prep; Capital item quotes; Notice of cost increases – Challenges discovered.

August 2024: Prep of white paper; First discussions with City Commissioners

September 17, 2024: Executive Session with City Commissioners

September 18, 2024: Notice to bargain with AFSCME, Meeting with employees

October/November 2024: Negotiations with AFSCME – 10/28, 11/8, 11/12

November 2024: Request for Proposal for vendor to provide service – Due 11/12

November 19, 2024: Public Work Session with City Commission

December 10, 2024: Presentation to City Commission

January 2025: Utility Board discussion. Vote in favor of contracted services

January 28, 2025: City Commission Resolution to enter into contracted services – Fails 3-2

February 2025: Further discussions regarding extreme staffing challenges and potential rate increases. Three options explored for resolution of challenges faced.

February 4, 2025: Executive Session to discuss staffing. All three options presented to City Commission (Large rate increase for city services, contracted services, or citizen chosen contracted services). Resolution to enter into contracted services is adopted.

February 10, 2025: Staff meets with Rumpke to begin transition of services.

February 18, 2025: Present needed Ordinance changes to Chapter 50 for approval.

City Leadership presented a plan to enter into a contract for Sanitation Services in an effort to keep costs to citizens lower over the next 5-10 years. In a White Paper, Leadership presented 5 current challenges facing the department, which are hampering operations and increasing costs. Piqua City Commission voted to contract Sanitation Services to Rumpke allowing staff to implement a transition plan and alleviate the crisis situation.

The following operational adjustments are needed to combat the 5 challenge areas and keep the Sanitation Fund solvent:

Short Term Interventions (immediately – 30 days): Stabilization of service

1. Present update to Chapter 50 for Commission approval, including rate adjustments per the proposal from Rumpke. (Critical for solvency of fund)
2. Present reappropriation of 2025 budget for Commission approval. This will be necessary to allow for payments to the contracted vendor, the adjustment of funds which employees are transitioning into, and continuation of city services such as the Utility Billing Office.
3. All job vacancies to be posted and filled. The Human Resources Director has met with all employees affected by the transition plan to explain their options moving forward per the MOU with AFSCME.
4. Move to single stream collection as needed. All commodities will be collected in a single truck. No separation of recycling, yard waste, scrap metal, etc. Discussed this practice with the Miami County Transfer Station.
5. Negotiate and finalize contract with Rumpke.
6. ~~Cease all cart replacement, delivery, or repairs.~~ (Cart stock is critically low). Cart stock was replenished by Rumpke. Public Works staff have taken over responsibility for cart replacements and delivery.
7. Create transition plan to move services to Rumpke as efficiently as possible.

Mid Term Interventions (30-90 days): Challenge reduction

1. Staffing – Recruitment and Retention
 - a. ~~Fill vacancies to optimize efficiency. (Recent recruitment efforts have taken 120+ days)~~
 - b. Create and define new positions that are needed. One new job description was created for a transitioning employee.
 - c. ~~Explore incentives for hiring and retention: signing bonus, retention bonus, paid training (CDL).~~
2. Equipment – ~~need for replacements~~
 - a. Sale of current unneeded fleet vehicles.
 - b. ~~Purchase two trucks per replacement plan (need to get ordered ASAP)~~
 - c. ~~Purchase carts (begin total replacement of all carts as they are at end of life)~~
 - d. ~~Begin operation change for bulk item collection (no rear load, utilize grapple or dump trucks). Need additional crew members to complete this transition.~~
3. Rates
 - a. Monitor rate structure to ensure optimal cost recovery.
4. Liability and Safety
 - a. Contracted services will lessen the risk and liability to the City.
 - b. ~~Update and expand safety training. (Consultant on board immediately)~~
 - i. ~~Update Safety Manual to current industry standards~~
 - ii. ~~Provide monthly training specific to Sanitation Best Practices~~
 - iii. ~~Create culture of Safety First~~
 - c. ~~Update software for Routing with extended camera views.~~
 - d. ~~New Sanitation Supervisor to also serve as Safety Officer. Purchase vehicle and equipment needs.~~
 - e. ~~Install App or software to track pre/post vehicle inspections.~~
 - f. ~~Need additional crew members to allow for proper training and rotating crew members through sessions.~~
 - g. ~~Update technology to allow for extended safety training (computers).~~
 - h. ~~Update all communications devices to allow for safe interactions among staff (cell phones, iPads, explore Bluetooth capabilities in vehicle).~~
5. Operational Costs
 - a. City will have some costs associated with the service even after the contracted services are transitioned. Those include Utility Billing, insurance, bad debt, etc. Costs will be covered by the cash reserve until such a time that additional revenue is needed.
 - b. ~~No control over tipping fee increases, truck cost increases, increases needed to combat other challenges.~~
 - c. ~~Monitor discretionary spending~~

Long Term Interventions (90-180 days): Future needs for efficiency

- ~~1. Explore Pay rate increases. (Study effects on all AFSCME positions)~~
- ~~2. Explore options for maintaining vehicles (service contract).~~
3. Facility expansion - lack of adequate housing for crew and vehicles. Continue to explore options for additional space needed.
- ~~4. Further explore cuts to services.~~
- ~~5. Explore any need for additional customer service representatives in UBO.~~
 - ~~i. If operations change that include call-ins to schedule Bulk collection.~~
 - ~~ii. As needed, due to call volume, etc.~~

City of PIQUA

COMMISSION AGENDA STAFF REPORT

F.2.

MEETING DATE	March 18, 2025	
REPORT TITLE	<u>Ordinance No. O-3-25 (3rd Reading)</u> An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	The City of Piqua discussed the possibility of backyard chickens in the Spring of 2023. After substantial discussion at both the Planning Commission and the City Commission meetings, it was voted against permitting code modifications to authorize ownership of chickens within the City of Piqua. In the Fall of 2024, Commissioner Simmons requested that an ordinance be drafted that would again permit chickens within the City of Piqua, which Mr. Patrizio, the Law Director at the time, did. City Staff provided feedback and comments on the language, with a focus on modifying the language to allow for the ordinance to be enforced by City Staff. Commissioner Simmons requested that the language go to the Planning Commission without modification, which occurred on January 14, 2025. The Planning Commission heard the case, listened to public comment for over 1.5 hours, and tabled the case, recommending changes to the language to accommodate the desires of the Commission and of the residents who spoke at the meeting. The Planning Commission requested that City Staff draft a new ordinance that met the discussion points and was in a format that would allow enforcement. The Planning Commission again heard the case on February 11, 2025, and again modified the language proposed to adapt to accommodate the desires of the Commission and of the residents present. That language is within the packet attached for consideration by the City Commission.	
BUDGET/FINANCIAL IMPACT	Budgeted \$:	N/A
	Expenditure	N/A

(Project costs and funding sources)	\$:	
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	1. Exhibit A	

Ordinance No. O-3-25 (3rd Reading)

An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens

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

SEC. 1: Chapter 90: Animals of the Piqua Code of Ordinances is hereby amended as described by "Exhibit A" attached, to allow backyard chickens on residential lots less than five (5) acres, as permitted by the terms described within the ordinance.

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

1st Reading: 2/18/2025

2nd Reading: 3/4/2025

3rd Reading: 3/18/2025


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee	<u>Yah</u>
Commissioner Jim Vetter	<u>Nay</u>
Commissioner Paul Simmons	<u>Yah</u>
Commissioner Thomas Hohman	<u>Yah</u>
Commissioner Frank DeBrosse	<u>Nay</u>

RESOLUTION No. PC 04-25

WHEREAS, a City Commissioner has requested to modify the City of Piqua Code of Ordinances to allow backyard chickens; and

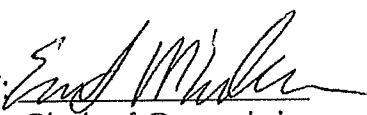
WHEREAS, the City of Piqua Development Code requires Text Amendments to receive review and recommendation from the Planning Commission; and

WHEREAS, the Planning Commission reviewed the requested text amendment at their January 14, 2025 meeting and heard public comments in an open session; and

WHEREAS, an update to Section 90: Animals is recommended with modifications to add an educational requirement and to clarify that chickens are not permitted within the Historic Districts of Piqua; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommends the proposed ordinance attached as Exhibit A; Mr. Seas hereby moves to recommend APPROVAL of the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by Mr. Harvey and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Bradley Bubp	☐	☐	☒	☐
Mr. Eddie Harvey	☒	☐	☐	☐
Mr. Terry Wright	☒	☐	☐	☐
Mr. Adam Seas	☒	☐	☐	☐
Mr. Micah Underwood	☒	☐	☐	☐

ATTEST: 
Clerk of Commission

Date: 2/11/25

EXHIBIT A

§ 90.03 ABANDONMENT; ANIMALS RUNNING AT LARGE. PROHIBITED ACTS AND NUISANCE CONDITIONS

(A) (1) No owner of a dog, cat, or other domestic animal shall abandon the animal.

(2) Except as otherwise provided in § 90.05(B), no owner of horses, mules, cattle, sheep, goats, swine, dogs, geese or other fowl, or animals shall permit them to run at large upon any public way or upon the land of another.

('97 Code, § 91.03)

(B) It shall be unlawful for the owner of any animal to allow the same on the lands of the Echo Hills Golf Course.

('97 Code, § 91.22) Penalty, see § 90.99

(C) (1) No owner shall allow his or her dog, cat or other domestic animal to become a public nuisance. Excessive barking, whining or howling, molesting passers-by, chasing vehicles, attacking other domestic animals, and damaging property shall be considered a nuisance under this section.

(2) The owner or person in charge or control of any animal which scratches, digs, urinates or defecates upon any lawn, tree, shrub, plant, building or any other public or private property (other than the property of the owner of the animal) shall immediately repair any damage and remove all feces deposited by the animal and dispose of same in a sanitary manner.

_____('97 Code, § 91.06)

§ 90.05 NUISANCE CONDITIONS. PROHIBITED LIVESTOCK ANIMALS

~~—(A) (1) No owner shall allow his or her dog, cat or other domestic animal to become a public nuisance. Excessive barking, whining or howling, molesting passers-by, chasing vehicles, attacking other domestic animals, and damaging property shall be considered a nuisance under this section.~~

~~—(2) The owner or person in charge or control of any animal which scratches, digs, urinates or defecates upon any lawn, tree, shrub, plant, building or any other public or private property (other than the property of the owner of the animal) shall immediately repair any damage and remove all feces deposited by the animal and dispose of same in a sanitary manner.~~

~~('97 Code, § 91.06)~~

—(B) (A) (1) It shall be unlawful and considered a public nuisance for any person to own, keep, harbor or maintain any y-agricultural animal restricted agricultural animal on any parcel of land less than five acres in size or within 1,000 feet of any residence other than his or her own.

(2) For the purpose of this section, ~~AGRICULTURAL ANIMALS~~ "restricted agricultural animals" include horses, mules, donkeys, ponies, cattle, swine, sheep, goats, geese, ducks, turkeys, guinea fowl, roosters, and peacocks, ~~and chickens.~~

(3) Nothing in this section shall be construed to prohibit the following:

- (a) The feeding of ducks and geese at Echo Lake;
- (b) The temporary custody of agricultural animals by a licensed veterinarian;
- (c) The temporary custody of agricultural animals by a food processing businesses;
- (d) The temporary custody of agricultural animals not exceeding three consecutive days per calendar year by any person, firm, corporation or association sponsoring any charitable, promotional, civic or other civic or special event, festival, celebration or fund-raising activity, subject to approval by the ~~Public-Works~~ Community Services Director or his/her designee at least seven days in advance; or
- (e) The custody of agricultural animals by educational institutions.

('97 Code, § 91.20) Penalty, see § 90.99

§ 90.07 ~~PENS FOR RABBITS~~ STANDARDS FOR LIVESTOCK ANIMALS

(A) Rabbits.

- (1) Any person, persons, firm, or corporation who owns, keeps or harbors three or more rabbits on any premises within the corporation limits of the city must keep the same in a building or structure used exclusively for that purpose, and which building or structure shall be located 75 feet or more from any other building, house, or structure which is used for human occupancy or habitation, or where food is sold, served, or otherwise handled. The building or structure must have a ceiling of not less than seven feet in height from the floor, at any point, with sufficient windows and opening to furnish light to all points of the building or structure. Ventilation shall be sufficient so as to furnish six complete changes of air per hour, and all openings must be fully screened so as to keep out flies and other insects. The floor of the building or structure must be of concrete and free from flaws or cracks, and graded and sloped so that the floor will properly drain to a floor drain, which is to be connected to a sanitary sewer and vented. The foundation of the building or structure must be of a height of not less than six inches above the floor level, or have a cement baseboard at least six inches in height.
- (2) The hutches, cages, or pens in which the rabbits are kept or harbored must be at least 16 inches in height, 30 inches in width, and 40 inches long. Hutches, cages, or pens shall not be placed or erected on top of each other over three hutches in height. Hutches may have a steel or wood frame. The top and sides must be covered with galvanized wire netting and a -inch mesh

galvanized wire floor, with a watertight galvanized iron drip pan of not less than 16-gauge, and shall be large and sufficient enough to catch all drippings and waste. The drip pans shall be at least one inch deep and placed two or more inches under each floor of each hutch, and arranged, built, and erected so that the pans can be taken out for cleaning and flushing. The hutches must be erected so that they will stand away from any wall, and have an aisle of at least four feet in width between the rows of same.

- (3) The hutches must also have a proper feed rack and chaff pan for same, but they must be built and erected double, end to end, so one rack and pan can provide for both hutches. Drip pans and floor must be washed, flushed, and disinfected every day from April 1 to October 30, inclusive, of each year, and for the balance of each year the drip pans and floor must be washed, flushed, and disinfected at least every other day. The waste and manure must be kept in tight metal containers with tight and well-fitting lids and disposed of at reasonable intervals. The floor of the building or structure shall be kept free from all obstructions at all times so that it can be easily and readily flushed.
- (4) Each hutch, cage, or pen shall contain at any one time not more than one rabbit over six months of age except a doe and litter until the litter reaches six weeks of age.

(B) Chickens.

(1) Person(s) dwelling in a single-family residential property may raise chickens on the premises pursuant to the following terms and conditions.

(a) Permit. Any person who keeps chickens within the City shall obtain a permit from the Community Services Department prior to acquiring the chickens.

1. Fee: A fee will be set within the fee schedule for a permit and may be increased over time at a maximum of 5% annually to accommodate increased costs. The initial fee will be \$10.00.
2. Validity: A permit shall be valid for one (1) year from the date of approval and must be reapproved annually.
3. Inspection: An inspection shall occur within ten (10) days of the issuance of a permit by the city confirming all requirements are met.
4. Proof of Veterinarian: Proof that person(s) requesting a permit have a veterinarian that may be utilized for their chickens.
5. Educational Requirement: Proof of an educational class related to chickens is required. FFA, Ohio State Exemption office, or other agency is permitted.

(b) Standards.

1. The property must have the minimum dimensions required to fulfill the standards of this section.
2. No more than six (6) chickens may be kept on any lot.
3. No roosters may be raised or kept on the property.

4. No slaughter of chickens may take place on the property.
5. No person shall sell eggs obtained from their chickens at their residence. Home occupations approved under the Development Code shall meet all applicable State and Local Health Department Regulations.
6. Chickens must be provided with an elevated, covered enclosure, and the chickens must be kept in the enclosure. The enclosure must be well-ventilated, dry and clean. Outdoor runs are prohibited.
7. Enclosures used for the keeping of chickens are allowed in the rear yard only. See Chapter 154 for yard definitions.
8. Enclosures must have a solid visual barrier surrounding them, such as an opaque privacy fence or mature landscape screening. Enclosures shall be screened in manner so the structure is not visible from the public right of way or any adjoining properties.
9. No enclosure may be located closer to ten (10) feet from any property line and no closer than twenty-five (25) feet from any adjacent residential structure designed for human occupancy.
10. All enclosures for raising chickens must be constructed and maintained to prevent infestation of rodents or pests.
11. All feed and other items associated with the raising of chickens must be protected to prevent rodents and pests from gaining access or coming into contact with them by being stored in rodent-proof containers. Storage containers shall be subject to the same location, setback and screening requirements as the enclosures.
12. Waste associated with raising chickens must be disposed of by being bagged separately and removed from the premises by a trash collection service not less than once per week. No waste associated with raising or keeping chickens may be used as compost or otherwise disposed of by means other than removal of the waste from the premises.
13. Chickens are not permitted in Historic Districts – including the Caldwell Historic District and Downtown Historic District.

(C) Notwithstanding any other provision of this chapter, participants in projects sponsored by 4-H Club or similar organizations may apply for exemptions from one or more restrictions contained in § 90.04(A), provided:

(1) The participant establishes his or her bona fide and current affiliation with the 4-H Club or similar organization to the satisfaction of the Health and Sanitation Officer.

(2) The participant submits a comprehensive and written description of his or her proposed project, satisfactory to the city Health and Sanitation Officer (which shall in no event provide for keeping more than 24 rabbits).

(3) The participant maintains and fulfills the project in complete conformity with his or her written description satisfactory to the Health and Sanitation Officer.

('97 Code, § 91.18) Penalty, see § 90.99

(D) A violation of this section constitutes a misdemeanor of the first degree.

STAFF REPORT

Planning Commission

Date: January 14, 2025
Re: PC 04-25 – Zoning Text Amendment

Applicant: Commissioner Paul Simmons
Owner: N/A

Address: N/A
Parcel #: N/A

Zoning: N/A

Request: Recommendation for City Commission to adopt an ordinance to permit “Backyard Chickens”

Staff Comments and Recommendations:

Overview

Commissioner Simmons has submitted a proposed ordinance to allow the keeping of backyard chickens on residential lots within the City of Piqua. The ordinance outlines specific regulations regarding the number of hens, coop requirements, waste management, and penalties for violations. The intent of the ordinance is to promote self-sufficiency and provide residents the opportunity to keep chickens for personal use.

Staff Analysis:

1. Permits, Fees, and Inspections:
 - The ordinance, as proposed, does not require permits, fees, or inspections. This absence hinders the City’s ability to enforce compliance, protect residents from potential nuisances, and ensure equitable application of the regulations.
 - Without a permitting system, the City has no formal mechanism to verify adherence to the ordinance or resolve disputes effectively, potentially leading to unregulated and inconsistent implementation.
2. Zoning and Land Use Considerations:
 - The proposed ordinance does not specify whether the keeping of chickens will be permitted in all residential zoning districts or if

STAFF REPORT

restrictions apply.

- Allowing chickens in high-density residential areas or near multi-family dwellings could lead to conflicts between neighbors, particularly regarding noise, odors, and waste management.

3. Operational Challenges:

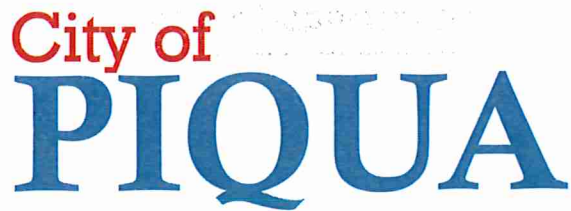
- The lack of provisions for inspection limits staff's ability to address complaints or confirm ordinance violations. This creates enforcement challenges and could increase neighbor disputes.
- Excluding fees eliminates potential funding to support administration and oversight of the program, placing additional financial and operational burdens on City staff.

4. Community Impact:

- While the ordinance aims to support personal freedom and self-sufficiency, it may inadvertently lead to negative externalities, including nuisance complaints, public health concerns, and strained neighbor relations.
- The absence of visual barrier requirements could exacerbate tensions, as coops and associated activities may detract from the aesthetics of neighboring properties.

5. Precedent and Comparative Analysis:

- Other communities that allow backyard chickens often implement permits, fees, inspections, and zoning restrictions to balance resident interests and ensure program success.
- The proposed ordinance lacks these standard regulatory measures, which could result in challenges unique to Piqua.



Development Department

Chad Henry – City Planner
201 West Water Street Piqua, Ohio 45356
chenry@piquaoh.gov
(937) 778-2049

January 29, 2024

*** MEETING NOTICE ***

Please be advised that the Planning Commission meeting will be conducted on **Tuesday, February 11, 2024 at 6:00 PM** at 201 W. Water St. in the Commission Chambers.

Residents and others with interest in the agenda topics may attend the meeting or submit public comment on an item until noon on the day of the meeting by emailing piquapermits@piquaoh.gov. Public comments submitted by the date/time noted will be presented to the Planning Commission at the public hearing proceedings.

The agenda may be accessed by visiting the City's website using this link <https://piquaoh.gov/1614/Agendas-Minutes>.

Please contact this office if you have any questions pertaining to this notice.

A handwritten signature in blue ink that reads "Chad Henry".

Chad Henry
City Planner

**PLANNING COMMISSION AGENDA
CITY OF PIQUA, OHIO
6:00 PM – TUESDAY, JANUARY 14, 2025
MUNICIPAL GOVERNMENT COMPLEX
COMMISSION CHAMBERS – 201 W. WATER STREET**

CALL TO ORDER

Chair Comments – Opening Remarks

ROLL CALL – Clerk Calls the Roll

Meeting Minutes – January 14, 2024

OLD BUSINESS

1. RESOLUTION PC 02-25
A resolution to recommend the rezoning of the newly created parcel from Resolution PC 01-25 to "IH – Industrial Heavy".
2. RESOLUTION PC 04-25
A resolution to recommend approval of a proposed ordinance to permit "backyard chickens".

NEW BUSINESS

OTHER BUSINESS/ADJOURNMENT

PC 01-25	PRICE RICHARD ARNOLD & JOSEPHINE SABIJC	9911 HARDIN RD N	PIQUA	OH	45356
PC 01-25	HUTTON RANDY P (TR) & DEBRA G (TR)	10079 SR 66	PIQUA	OH	45356
PC 01-25	HUTCHERSON MICHELE (TR)	3100 W TECUMSEH CR	PIQUA	OH	45356
PC 01-25	BROWN BRITTANY A & NICHOLAS	9937 N HARDIN RD	PIQUA	OH	45356
PC 01-25	SAFRED MARK J & MELISSA J	3111 TECUMSEH CR	PIQUA	OH	45356
PC 01-25	TODD MARY L & RYAN A	3105 TECUMSEH CR	PIQUA	OH	45356
PC 01-25	STATE OF OHIO	9839 HARDIN RD	PIQUA	OH	45356
PC 01-25	HUTCHERSON CARL D & MICHELE L	9990 HARDIN RD N	PIQUA	OH	45356
PC 01-25	ROBBINS GARY L (TOD)	SR 66	PIQUA	OH	45356
PC 01-25	STEPHENS GREGORY K (TR)	4008 W DEMMING RD	PIQUA	OH	45356
PC 01-25	STATE OF OHIO	HARDIN RD R/W	PIQUA	OH	45356
PC 01-25	ROBBINS GARY L (TOD)	11255 PASCO MONTRA RD	MAPLEWOOD	OH	45340
PC 03-25	HARTMAN RUTH JACKSON	3495 EXPERIMENT F RD	PIQUA	OH	45356
PC 03-25	PIQUA MATERIALS INC	N CO RD 25A	PIQUA	OH	45356
PC 03-25	UPPER VALLEY MEDICAL CENTER	N CO RD 25A	PIQUA	OH	45356
PC 03-25	NEAL BROTHERS INC	4015 EXPERIMENT F RD	PIQUA	OH	45356
PC 03-25	BRUNS UPPER VALLEY DEVELOPMENT LLC	N CO RD 25A	PIQUA	OH	45356
PC 03-25	PIQUA MATERIALS INC	11641 MOSTELLER RD	CINCINNATI	OH	45241
PC 03-25	BRUNS UPPER VALLEY DEVELOPMENT LLC	3050 TIPP-COWLESVILLE RD	TIPP CITY	OH	45371
PC 03-25	HARTMAN RUTH JACKSON	225 KISER LN	TROY	OH	45373
PC 03-25	NEAL BROTHERS INC	1920 W ELDEAN RD	TROY	OH	45373
PC 03-25	UPPER VALLEY MEDICAL CENTER	110 N MAIN ST STE 1250	DAYTON	OH	45402
PC 03-25	BRUNS UPPER VALLEY DEVELOPMENT LLC	3050 TIPP-COWLESVILLE RD	TIPP CITY	OH	45371

City of
PIQUA

COMMISSION AGENDA
STAFF REPORT

F.3.

MEETING DATE	March 18, 2025	
REPORT TITLE	<u>Ordinance No. O-4-25 (2nd Reading)</u> An ordinance authorizing the establishment of the Law Enforcement Custodial Fund	
SUBMITTED BY	Jerald O'Brien Finance	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	Currently, when the Police Department seizes cash during a criminal investigation, it is held by the City until the distribution order is issued by the court after the case is adjudicated. Until the court order is received, none of the funds can be expended, and it is not known until that time how much of the money, if any, will be retained by the City. At the time the money is seized, it is deposited into a separate bank account and is posted to a separate cash account line within the Safety Fund and a corresponding liability account. When the distribution order is received from the court, funds paid to other agencies such as the court, county prosecutor, or other law enforcement agencies are paid from the Safety Fund, and the separate cash and liability lines are reduced. If any money is retained by the City, it is moved to the Law Enforcement Trust Fund via journal entry, a special revenue fund, from which it can be used for certain law enforcement-related expenditures.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	Once the fund is established and approved by the State, a transfer of funds and budget will be requested from the Commission.
	Expenditure \$:	
	Source of Funds:	
	Narrative:	
ATTACHMENTS	None	

Ordinance No. O-4-25 (2nd Reading)

An ordinance authorizing the establishment of the Law Enforcement Custodial Fund

WHEREAS, Ohio Revised Code Section 2981.02 and City of Piqua Police Department Policy authorize the Piqua City Police Department to seize property and cash for designated offenses; and

WHEREAS, Ohio Revised Code Section 2981.11 and Police Department Policy requires that such property or cash seized be safeguarded until properly disposed of through a court order; and

WHEREAS, the City Commission wishes to create a separate fund in the accounting system of the City to account for monies that have been lawfully seized until a disposition order is issued by the court of jurisdiction,

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

SEC. 1: The Law Enforcement Custodial Fund be established to account for monies that have been lawfully seized by the Piqua Police Department and are awaiting final disposition by the court of jurisdiction.

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

1st Reading: 3/4/2025

2nd Reading: 3/18/2025

3rd Reading: 4/1/2025

KRIS LEE, 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 Kris Lee

Commissioner Jim Vetter

Commissioner Paul Simmons

Commissioner Thomas Hohman

Commissioner Frank DeBrosse

City of
PIQUA COMMISSION AGENDA
STAFF REPORT

F.4.

MEETING DATE	March 18, 2025	
REPORT TITLE	Ordinance No. O-5-25 (2nd Reading) An ordinance authorizing the establishment of the Federal Law Enforcement Seizure Special Revenue Fund	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	The Piqua Police Department began four years ago to participate in the Equitable Sharing Program administered by the Department of Justice and the Department of Treasury. This program provides that when the City Police Department conducts joint investigations with federal law enforcement agencies, the City will be entitled to a share of assets forfeited to the federal government as a part of the joint law enforcement activity. The City Police Department participated in joint law enforcement activity with federal authorities from February 2020 until January 2023. Currently, the City has received and is holding \$103,068.48 through the Equitable Sharing Program as a result of this joint activity. The money was posted into the Law Enforcement Trust Fund and the intent was to earmark the money for spending for the purposes allowed in the program. To date, none of this money has been expended. Upon further consideration and review of the accounting regulations in the Equitable Sharing Program, and the best way to account for and track this money, it has been determined the best course of action is to create a special revenue fund to account for the activity.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	Once the fund is established and approved by the State, a transfer of funds and appropriate budget will be requested from the Commission.
	Expenditure \$:	
	Source of Funds:	
	Narrative:	
ATTACHMENTS	None	

Ordinance No. O-5-25 (2nd Reading)

An ordinance authorizing the establishment of the Federal Law Enforcement Seizure Special Revenue Fund

WHEREAS, The Piqua City Police Department occasionally partners with federal law enforcement agencies to conduct joint investigations; and

WHEREAS, Federal law enforcement agencies legally seize assets as a part of certain types of federal criminal investigations; and

WHEREAS, Proceeds from assets seized during joint investigations are shared with the City of Piqua Police Department through the Equitable Sharing Program administered by the Department of Justice and the Department of Treasury; and

WHEREAS, Federal regulations of the Equitable Sharing Program require that the receipt and expenditure of these shared proceeds be accounted for and tracked within the City's accounting system separately from any other monies.

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

SEC. 1: The Federal Law Enforcement Seizure Special Revenue Fund be established to account for monies that have been received from the Department of Justice through the Equitable Sharing Program.

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

1st Reading 3/4/2025

2nd Reading 3/18/2025

3rd Reading 4/1/2025

KRIS LEE, 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 Kris Lee

Commissioner Jim Vetter

Commissioner Paul Simmons

Commissioner Thomas Hohman

Commissioner Frank DeBrosse

City of
PIQUA COMMISSION AGENDA
STAFF REPORT

G.1.

MEETING DATE	March 18, 2025		
REPORT TITLE	<u>Ordinance No. O-6-25 (1st Reading)</u> An ordinance to amend Title XV: Land Usage, Piqua Development Code		
SUBMITTED BY	Kyle Hinkelman , Director Community Services		
AGENDA CLASSIFICATION	Ordinance		
BACKGROUND	The City of Piqua Development Code was originally adopted in 2023. The code has been utilized for over a year by staff and the community, and it is apparent that some code sections need review and modification. Staff has worked to keep a list of code situations that are problematic or create less than ideal scenarios or outcomes. In an effort to continually make the Development Code better, staff is proposing modifications to sections noted. The Planning Commission discussed the changes with public comment at their March 11, 2024, meeting and recommended approving the changes as proposed in a 4-0 vote.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:	N/A	
	Narrative:	N/A	
ATTACHMENTS	1. Exhibit A		

Ordinance No. O-6-25 (1st Reading)
An ordinance to amend Title XV: Land Usage, Piqua Development Code

WHEREAS, the Piqua Development Code adopted by Piqua Code of Ordinances Title XV establishes districts and standards pertaining to the development and use of land; and

WHEREAS, the Planning Commission has recommended in a 4-0 vote to amend the Sections listed attached as Exhibit A of the Piqua Development Code.

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

SEC. 1: The Piqua Development Code adopted by Piqua Code of Ordinances Title XV is hereby amended as described herein and as reflected in the attached Exhibit A.

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

KRIS LEE, 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 Kris Lee	_____
Commissioner Jim Vetter	_____
Commissioner Paul Simmons	_____
Commissioner Thomas Hohman	_____
Commissioner Frank DeBrosse	_____

RESOLUTION No. PC 06-25

WHEREAS, the City of Piqua Planning Commission has reviewed an amendment to "Title XV – Development Code" to the Development Code of the City of Piqua as shown in Exhibit A, attached; and

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed code amendment:

- ☒ Will not threaten the general health, safety, and welfare of the community; and
- ☒ Conforms to all applicable plans and policies of the city.

NOW THEREFORE BE IT RESOLVED, board member Micah Underwood hereby moves to recommend approval of the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Brad Bubp and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Bradley Bubp	☒	☐	☐	☐
Mr. Eddie Harvey	☐	☐	☐	☒
Mr. Terry Wright	☒	☐	☐	☐
Mr. Adam Seas	☒	☐	☐	☐
Mr. Micah Underwood	☒	☐	☐	☐

ATTEST: _____
Clerk of Commission

B.C. Bubp Chairperson

Date: 3/11/25

STAFF REPORT

Planning Commission

Date: March 11, 2025
Re: PC 06-25 – Zoning Text Amendment

Applicant: City of Piqua
Owner: N/A

Address: N/A
Parcel #: N/A

Zoning: N/A

Request: Recommendation to make modifications to the following Sections of the Development Code – 3.4, 4.2, 4.7, 5.1, 6.2, 7.1, 7.2, 7.4, 8

Staff Comments and Recommendations:

Overview

The City of Piqua Development Code was originally adopted in 2023. The code has been utilized for over a year by staff and the community and it is apparent that some code sections need review and modification. Staff has worked to keep a list of code situations that are problematic or create less than ideal scenarios or outcomes. In an effort to continually make the Development Code better staff is proposing modifications to sections noted below. Additional changes to the Development Code will be proposed at the April and likely May meeting.

Staff Analysis:

Changes proposed are noted below with a brief explanation of the proposed change:

- Change to term Development Director to Community Services Director.
 - The Development Director position no longer exists.
- Primary Use Table Modifications
 - These changes intend to clarify what districts that civic and emergency services are permitted.
- Div 3.4.2 – Essential Services

STAFF REPORT

- Adds the term “essential utility” to make a clear differentiation between fire and police services and essential utility services.
- Div. 4.2.5 – Parking Requirements
 - Addition of clear standards for parking numbers – based on the ITE manual
 - Removes multi-modal trip requirements, which generally are not able to be utilized.
 - Removes TDM strategies from the code.
- Div. 4.2.7 – Bicycle Parking
 - Modifies the language to allow flexibility in where parking is required and provides for alternatives.
- Div. 4.3.7 – Prohibited Signs
 - Removed “signs advertising illegal activity” as that is not content neutral.
 - Added additional sign types like beacons, vehicles, balloons, etc.
- Div. 4.7.6 – Signs Requiring a Permit
 - Added Electronic Message Center (EMC)
 - Modified the permitted district table for EMC and Pole Signs.
- Div. 4.7.7 – Permanent Sign Types
 - Added EMC standards.
 - Modified standards for Pole Sign.
 - Modified Mural standards to allow 10x the standard size.
- Div. 4.7.10 – Signs in the Downtown Districts
 - Changes the language from LED to Electronic Message Center (EMC).
- Div. 5.1.2 – Riparian and Setback Buffers
 - Add clarifying language to permit modifications that do not compromise the integrity of the bank or negatively impact the function of the buffer but do allow for the continued recreational use of land adjacent to the body of water.
- Div. 6.2.1 - Powers
 - Remove the requirement to have the Planning Commission hear annexation requests, to bring the language in line with state law.
- Div. 6.2.2 – Procedure
 - Reduces language to note that procedure will follow Ohio Revised Code.

STAFF REPORT

- Div. 6.2.3 – Consideration
 - Removes the PC providing a zoning district language.
- Div. 6.2.4 – Zoning Designation Default
 - Adds clarifying language to make parcels that are annexed into the city default to AG – Agricultural zoning designation 60 days after the annexation is adopted if other language isn't brought forward providing a district to it.
- Div. 7.1.4 Planning Commission
 - Removes Certificate of Appropriateness from their duties.
- Div. 7.2.1 – General Review Provisions
 - Clarifies the process for notice to the current process of seven (7) days.
- Div. 7.2.5 – Development Permit
 - Adds clarifying language regarding the utility providers.
- Div. 7.4.1 – Intent
 - Removes the fee schedule and clarifies the organization of the fee schedule.
 - Notes that numbers are rounded up to the nearest dollar.
- Div. 7.4.2 – Contractor Registration
 - Updates language requiring registration for concrete contractors.
- Div. 8 – Definitions
 - Added a definition for "Sign face".

EXHIBIT A: Development Code Modifications

General Changes throughout Code

- Replace the term Development Department with Community Services Department in all locations throughout the Code.

Primary Use Table Modifications

Page 3-6, 3-7

- Add to Permitted Use
 - Civic Facility – IL, IH, AG, PK
 - Emergency Service Facility – AG, PK, CN
 - Essential Service Facility – AG, PK, CN, CV

Div. 3.4. Public Uses

3.4.2 Essential Services

Essential Services includes, but is not limited to, the following:

Emergency service facility	Solar Field
Essential service facility	Wind turbine field
Essential Utility	

E. Essential Utility

1. Definition

A facility created for the sole purpose of providing utility services essential for the functioning of a utility system, including but not limited to water plants, water towers, pumping stations, electrical substations, and wastewater plants.

2. Use Standards

- a. All lighting at facilities shall meet all standards of 4.5.
- b. Facilities are to be screened with a Low-Impact Common Lot Line Screen (4.3.7) along all common lot lines.
- c. Facilities are to be screened with a Low-Impact Frontage Screen (see 4.3.7) along all primary and side street lot lines.

Div. 4.2. Parking and Access

4.2.5. Parking Requirements

...

B. Standards

1. Changes of use, modification of buildings, and new site construction may be required to submit a Transportation Management Plan (TMP) to the **Development Community Services** Director, for review, if the development of the site is unable to meet the general parking standard minimums or maximums defined off-street. The Director may require information as needed to assess the TMP.

2. General Parking Standards.

- a. For the purpose of calculating a parking minimum or maximum the table below shall be utilized.
- b. Those calculations noting a "unit" shall mean a room or group of rooms that are owned or rented out as a single dwelling.
- c. Those calculations noting square footage shall mean the gross floor area of the building utilized by the use. Buildings that have multiple uses within them can breakdown the utilization of the building by use for the purpose of the calculations.
- d. For any additional categories or detail necessary the Institute of Transportation Engineers Parking Generation Report, 5th Edition parking generation ratios or models shall be utilized.

e. Parking Requirements for Residential Uses

Land Use	Spaces Minimum	Spaces Maximum	Bicycle Parking
1 dwelling unit	2 / unit	2 / unit	N/A
2, 3, 4+ dwelling units	1 / unit	1.5 / unit	Yes
4+ dwelling units	1 / unit	1 / unit	Yes
Nursing Home, Home for the Aging	0.50 / unit	0.75 / unit	Yes

f. Parking Requirements for Retail and Commercial Uses

Land Use	Spaces Minimum	Spaces Maximum	Bicycle Parking
Eating and/or Drinking Establishments			
Eating and Drinking Establishments	1 / 75 s.f.	1 / 50 s.f.	N/A
Restaurants with Drive-thru	1 / 175 s.f.	1 / 125 s.f.	Yes
Patios / Outdoor Dining	50% of primary structure	1 / 50 s.f.	Yes
Catering without public areas	1 / 450 s.f.	N/A	Yes
Retail			
10,000 sq.ft. or less	1 / 250 s.f.	1 / 200 s.f.	Yes
10,001-100,000 sq.ft.	1 / 275 s.f.	1 / 200 s.f.	Yes
100,000+ sq.ft.	1 / 300 s.f.	1 / 200 s.f.	Yes
Furniture Stores	1 / 1000 s.f.	1 / 750 s.f.	No
Commercial Centers			
Less than 100,000 GFA with 3 businesses	1 / 275 s.f.	1 / 200 s.f.	Yes
Greater than 100,000 GFA	1 / 300 s.f.	1 / 250 s.f.	Yes
Office			
General Office	1 / 450 s.f.	1 / 300 s.f.	Yes
Call Center	1 / 300 s.f.	N/A	Yes
Hospital	2.5 spaces / bed	N/A	Yes
Medical Office	1 / 300 s.f.	N/A	Yes
Lodging			
Hotel or Motel	1 / room	N/A	No
Rooming House	1 / 400 s.f.	N/A	No
Apartment Hotel	1 / 400 s.f.	N/A	No
Dormitory	1 / 400 s.f.	N/A	Yes
Automobile			
Auto Repair	1 / service bay	N/A	No
Boat and RV Sales, Car and Truck Sales	1 / 5,000 s.f. of lot area used for display 1 / 300 s.f. of building	N/A	No
Car Wash	2 / site	N/A	No
Fuel Sales / Gasoline Stations	2 / site	1 / 300 s.f. of buildings, not including fuel canopies	Yes

g. Parking Requirements for Institutional, Educational, and Civic Uses

Land Use	Spaces Minimum	Spaces Maximum	Bicycle Parking
Day Care			
Adult Day Care	1 / 500 s.f.	N/A	Yes
Child Day Care	1 / 500 s.f.	N/A	Yes
Pet Day Care	1 / 500 s.f.	N/A	Yes
Places of Assembly			
Civic, Fraternal, Religious, or other assembly or institutional organizations, primary uses	1 / 30 s.f. of sanctuary, auditorium, or main place of assembly	N/A	Yes
Civic, Fraternal, Religious, or other assembly or institutional organizations, non-assembly areas	1 / 500 s.f. of non-assembly area	N/A	Yes
Funeral Parlor	1 / 150 s.f.	1 / 100 s.f.	Yes
Stadium	1 / 30 s.f. of assembly space	N/A	Yes
Theater	1 / 30 s.f. of auditorium	N/A	Yes
Schools			
Elementary schools or middle school	1 / 60 s.f. of assembly areas	1 / 1,000 s.f.	Yes
High School, Business, or Technical or Trade School	1 / 60 s.f. of assembly areas	1 / 1,000 s.f.	Yes
University or College	1 / 60 s.f. of assembly areas	1 / 1,000 s.f.	Yes
Athletic Facilities			
Bowling Alley	4 / lane	1 / 300 s.f.	Yes
Staking Rink	1 / 100 s.f.	N/A	Yes
Spectator Sports other than stadium and swimming pools	1 / 60 s.f. of assembly area	1 / 1,000 s.f.	Yes
Tennis, Pickleball, or Racquetball	2 / court	N/A	Yes
Cultural Uses			
Art Gallery	1 / 400 s.f.	N/A	Yes
Library	1 / 400 s.f.	N/A	Yes
Museum	1 / 400 s.f.	N/A	Yes

h. Parking Requirements for Industrial Uses

Land Use	Spaces Minimum	Spaces Maximum	Bicycle Parking
Warehousing	1 / 1,000 s.f. for first 20,000 s.f. 1 / 5,000 s.f. for 20,001-100,000 s.f. 1 / 10,000 s.f. for 100,001+	N/A	No
General Industrial / Manufacturing	1 / 750 s.f. for first 20,000 s.f. 1 / 1,500 s.f. for 20,001-100,000 s.f. 1 / 3,000 s.f. for 150,001+	N/A	No

Self-Storage	1 / 50 storage units	N/A	No
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3. **Transportation Management Plan (TMP).**

The TMP will identify the maximum expected amount of parking demand that will be generated by the site during a typical operational day. This maximum expected parking demand will be based on one of the following:

- a. A parking study which uses parking utilization rates from similar construction in a similar development pattern to determine expected parking demand to be generated. Similarities must include number of off-street spaces provided at the comparison site, size and use of facility, location within a rural, suburban or urban context, and other features relevant to parking generation that can be compared between the existing and proposed site.
- b. The Institute of Transportation Engineers Parking Generation Report, 5th Edition parking generation ratios or models as applied to the uses of the site.

~~3. Relevant location-based characteristics that support multi-modal trips to the site will be assessed. These characteristics include:~~

- ~~a. Proximity to a residential service population within walking or biking distance, as determined by the availability of infrastructure that supports a safe and comfortable biking and pedestrian environment~~
- ~~b. Proximity to a shared parking facility that is available to the project, connected to the site by infrastructure that supports a safe and comfortable biking and pedestrian environment~~

4. The TMP will estimate the peak periods of parking demand throughout the typical day, based on the type of uses within the project and hours of operation.

5. The TMP will account for all parking available to the project, including:

- a. Number of on-site parking spaces provided;
- b. Number of off-site, privately shared, and public parking spaces available; and
- c. Number of bicycle parking spaces provided.

6. The project is required to meet 100% of the estimated parking demand generated on a typical operational day using a combination of on-site, off-site, privately shared, and public parking spaces. The Director may require that up to 75% of this demand be met on-site in Suburban districts. The Director is

authorized to assist with the further development of the applicant's TMP to reduce the project's demand for parking spaces.

7. Applicants are encouraged to share parking and limit construction of new lots to the number of spaces needed on a typical day. Oversizing lots to accommodate unusual conditions of high parking demand, like infrequent sales events, or scenarios where all users are assumed to drive in single-occupancy vehicles is not considered proper methodology of completing a TMP, and the **Development** Director may require revisions to the TMP to reflect a multi-modal strategy.
8. Off street parking spaces may not exceed 100% of the recommended number of spaces provided by the ITE, unless shared parking or other uses for the parking spaces cause the reason for the additional spaces. The **Development** Director will assess the total conditions of the TMP to determine this maximum.
9. Parking lots may not be oversized to include more pavement than necessary to accommodate drive aisles, parking spaces, walkways, and necessary turnaround areas.
10. Where public parking facilities, including on-street parking, are to be used to meet the anticipated parking demand, the Director will provide an assessment of current parking utilization rates within those facilities. Where the latest data on parking utilization rates during the project's peak demand periods shows that the facilities cannot accommodate the adjusted parking demand anticipated by the project, the Director may determine one the following:
 - a. The project must be adjusted to reduce the expected parking demand to the amount that can be supported by the available supply.
 - b. The project must accommodate more parking on-site sufficient to meet the adjusted parking demand.
 - ~~c. With the Development Director's permission, the project may employ Transportation Demand Management (TDM) strategies determined sufficient to reduce the adjusted parking demand to the supply of the project and shared facilities. TDM strategies include, but are not limited to:~~
 - ~~i. Decoupling the price of parking from the rental rate for a residential project to reduce the number of vehicles owned by residents~~
 - ~~ii. Allowing a percentage or all of on-site spaces to be shared by off-site visitors or the public at large to increase the total amount of shared parking facilities in the area~~
 - ~~iii. Incentivizing or requiring employees to carpool to work~~

~~iv. Voluntarily paying into a fund to create more off-site shared parking spaces or a bike share program~~

~~v. Restricting leasing or HOA terms to allow site users only a pre-specified amount of parked vehicles~~

- d. The **Development** Director may require an application to be reviewed and approved by the Planning Commission where the applicant proposes to build or reduce availability of on-site parking to an amount that is less than 50% of the parking generation estimated by the ITE and where the availability of alternative parking locations appears inadequate to the Director.

4.2.7. Bicycle Parking

C. Standards

1. Required Bicycle Parking Spaces

Bicycle parking must be provided in accordance with the **following appropriate use noted in the table §4.2.5.B**. In no case is a single use or single lot required to provide more than 16 bicycle parking spaces. A development with more than one use is not required to provide more than 20 bicycle parking spaces. When the application of these regulations results in the requirement of a fractional bicycle parking space, fractions of ½ or more are counted as 1 space.

When required under §4.2.5.B, the following table shall be utilized for the number of bicycle spaces required for a general use category.

Div. 4.7 Signs

4.7.3 Prohibited Signs

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~~9. Signs advertising illegal activity.~~

~~9. Beacons and searchlights, except for emergency purposes.~~

~~10. Vehicles on which identification of a business, service, or other advertising is displayed, consistently parked or used on the premises in such a manner and for such duration that they constitute a sign.~~

~~11. LED, electronic, and digital reader boards not used as part of an approved Electronic Message Center (§4.7.7.E).~~

~~12. Balloons, including hot air balloons.~~

13. Any sign not expressly permitted by these regulations.

4.7.6 Signs Requiring a Permit

A. Application

1. Permanent Signs

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e. Electronic Message Center (EMC)

f. Entrance Sign

g. Highway Sign

h. Monument Sign

i. Mural

j. Pole Sign

k. Projecting Sign

l. Shingle Sign

m. Wall Sign

n. Window Sign

B. District Permissions

Modify the table to include:

1. Electronic Message Center (EMC) as the following:

Sign Type Allowed:

IL, IH, CV

Sign Type Allowed for Non-Residential Uses only:

NX, CX, RX, T-FX, T-NX, T-GX, T-SX,

Sign Type Not Allowed:

RE-20, RE-10, RE-6, S-RA, S-RM, T-RL, T-RM, T-RM-E, T-RH, D-RF, D-GX, D-SX, AG, PK, CN

2. Pole Sign as the following:

Sign Type Allowed:

IL, IH

4.7.7 Permanent Sign Types

E. Electronic Message Center (EMC)

1. Description

An electronic message center (EMC) is a sign that is capable of displaying words, symbols, figures or images that can be electronically changed by remote or automatic means.

2. General Provisions

- a. Such signage is limited to a total of six (6) messages per minute with a minimum ten (10) second delay between messages, to be displayed one at a time; and
- b. The entire message changes at once, without scrolling, animation, flashing, blinking or other movement or any other effect that gives the appearance of movement, without noise or other audio messages and without special effects other than printed words, numbers, or images.
- c. Such signs shall not have any communication device installed and/or used for the purpose of transmitting or receiving radio, optical, or other similar signals directly or indirectly from vehicles in a manner intended to convey customized advertising or other services to motorists or allow them to interact with a message.
- d. Such signs shall employ a minimum physical pixel pitch of twenty (20) millimeters and shall be capable of producing true NTSC (National Television System Committee) color.

3. Number of Signs

- 1 (one) monument sign; and
- 1 (one) wall sign per primary building or use

4. Dimensions

A. 20 (twenty) square feet in area per face with a maximum of two faces, combined with a monument sign, the square footage shall not exceed the totals stated in this section for freestanding signs

B. Up to 50 (fifty) square feet of a permitted wall sign allowance may be substituted for a changeable copy sign, manual or electronic, provided said wall is also displaying an otherwise permitted non-changeable copy wall sign and is only displayed on a primary display side or adjacent to a main public entrance door.

G. Pole Sign

2. a. Remove "In Traditional and Downtown Districts, the Development Director may permit this setback to be reduced to within 1 foot of a front lot line and 5 feet of a common lot line".

...

L. Mural

2. General Provisions

c. All text included will meet the dimensional standards of a wall sign. Text which is hand-painted as part of a hand-painted mural installation may be granted 410x the wall sign area allocation and 410x the individual wall sign maximum.

4.7.10 Signs in the Downtown Districts

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4. Electronic Message Center (EMC) signs are not allowed.

Div. 5.1 Watershed Protection

5.1.2 Riparian and Setback Buffers

C. Prohibited Activities in the Riparian and Setback Buffers

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9. Tree cutting may not compromise the integrity of the bank or negatively impact the function of the buffer. Tree cutting within 25 feet of the ordinary high water mark is prohibited, except to remove hazardous trees. or to allow for continued recreational use of land adjacent to the body of water (i.e., golf course, bike path, dock, etc.) as determined by the Community Services Director.

Div. 6.2 Annexation

6.2.1 Powers

Acceptance of a petition to annex land into the jurisdictional boundaries of the city of Piqua is a legislative decision made by the City Commission. ~~upon hearing and considering the recommendation of the Planning Commission.~~

6.2.2 Procedure

Annexation will proceed in accordance with the provisions of the Ohio Revised Code. Consideration of annexation **will be** reviewed to assure future development is possible and that ~~must be accompanied by a master plan or details of planned development relevant to conducting a rational analysis of the benefits and costs associated with annexation, as well as a preliminary review of the technical capabilities of the City to~~ **can** provide needed services to any proposed development.

6.2.3 Consideration

3. Recommendation

The Planning Commission may provide a recommendation by resolution to the City Commission, which provides detail of the analysis taken of the proposal. ~~The Planning Commission will provide the zoning districts of the newly annexed land according to adopted plans of the City where they may apply.~~

6.2.4 Zoning Designation Default

- ~~1. A parcel or parcels that are approved by the City Commission for annexation shall default to receiving an AG – Agricultural (§2.7.3) zoning designation 60 days after the approval by the City Commission, unless the Planning Commission forwards a Zoning Map Amendment (§7.2.2) recommendation for the parcel within that 60 day period.~~
 - ~~2. If a Zoning Map Amendment is forwarded to the City Commission for their approval within 60 days after the City Commission approves the annexation, that Zoning Map Amendment shall be the approved Zoning Designation upon that parcel or those parcels and the default shall not be applied.~~
 - ~~3. Any existing parcel that has been annexed into the City of Piqua and has not received a separate Zoning Map Amendment specifically stating the zoning designation, shall be considered to have an AG – Agricultural (§2.7.3) zoning designation as of the approval of this standard.~~
-

Div. 7.1 Review Authority

7.1.4 Planning Commission

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B. Decision

Remove 2. Certificate of Appropriateness

7.2. Development Review

7.2.1 General Review Provisions

D. Public Notice Requirements

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3. Mailed Notice

Where mailed notice is required in §7.1.1., the City must notify by first class mail all owners of property within 200 feet of the subject property, as shown on the Miami County tax records. GIS tools to automate this process will be used to provide an objective measurement. Notice must be mailed at least ~~44~~7 calendar days prior to the date of the public hearing. The City may provide expanded notice to additional owners as a courtesy. Once mailed, an item does not have to be mailed again for additional hearings needed for tabling or further study on the matter.

7.2.5 Development Permit

...

C. Application

...

5. Utility system improvements, **which include, but are not limited to, water, sewer, storm sewer, power, and gas utilities**, must be authorized by the utility provider; however, the location and activities associated with those facilities require a development permit to ensure compliance with applicable tree protection, buffer or other City standards that may be affected by the construction of utilities.
-

Div. 7.4 Review Fees and Registration

7.4.1 Intent

A. Fees for review are intended to be charged to offset the costs of the review. All construction circumstances are different, and though they fall into similar categories, may come in different orders of magnitude with respect to review and inspection oversight. The Development Director determines the review category required for payment to the best fit in terms of administrative hours required for review and inspection. The categories presented are intended to provide flexibility between major and minor categories of work to prevent overburdening those who are performing relatively minor construction in terms of time spent for review or inspection.

REMOVE FEE TABLE

B. *Fees will increase each year on January 1st, beginning in 2026. The Increase will be equal to 3% of the existing fee, rounded ~~down~~ **up** to the nearest dollar increment. The Development Department will publish these fees in a schedule each year.

7.4.2 Contractor Registration

A. Except as otherwise provided, no person, firm or corporation may undertake, offer, perform of contract to provide the following **without first having obtained an appropriate certificate of registration from the city in the manner specified in this code:**

- Concrete
- plumbing,
- hydronic,
- electrical,
- heating,
- ventilation,
- air conditioning,
- refrigeration services as described by Ohio Revised Code 4743, ~~without first having obtained an appropriate certificate of registration from the city in the manner specified in this code.~~

Article 8 – Definitions

Sign Face - The surface of the sign upon, against or through which the message of the sign is exhibited

City of
PIQUA COMMISSION AGENDA
STAFF REPORT

G.2.

MEETING DATE	March 18, 2025
REPORT TITLE	<u>Ordinance No. O-7-25 (1st Reading)</u> An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2025
SUBMITTED BY	Jerry O'Brien, Director Finance
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	The changes to the appropriations are due to changes in plans and unforeseen circumstances at the time the 2024 Budget was completed. SECTION 1: Law Department – The operating and maintenance budget increase is due to some expenditures for the Law Department not budgeted for under the new structure at the time of setting the original budget. The increase in general government is due to increases in some community programs. The transfers are increases for the 2025 debt service payments on the bonds issued in January. SECTION 2: The increases in the Street Department budget are due to the transfer of employees from the Sanitation Department to the Street Department. SECTION 3: The increase in the Street Income Tax Fund budget is for engineering work at the Exit 78 Megasite. SECTION 4: The changes in the Police Department budget are due in part to a reclassification of appropriations from operating and maintenance to capital. Also, the department did not receive a grant for drones that was expected, so the appropriations are being reduced. SECTION 5: The reduction in the Small Business Grant Fund is due to the appropriations being reduced to match the available resources. At the time of the budget, the total amount of the cash balance was budgeted, but after the budget was approved and before year-end, there was an expenditure that reduced the balance. It was too late to amend the appropriations at that time, so this change is to bring the budget in line with the available balance.

	SECTION 6: The change in the Community Development Fund is a reclassification of appropriations from capital outlay to operations and maintenance. SECTION 7: The reduction in the Revolving Loan Fund is due to the appropriations being reduced to match the available resources. At the time of the budget, the total amount of the cash balance was budgeted, but after the budget was approved and before year-end, there was an expenditure that reduced the balance. It was too late to amend the appropriations at that time, so this change is to bring the budget in line with the available balance. SECTION 8: This is to appropriate for the debt service payments on the bonds issued in January. SECTION 9: The change in the Power Fund is to pay the matching portion for a grant for the remediation of asbestos in the Power Plant. SECTION 10: The changes in the Sanitation Fund are to move appropriations from personnel and capital to contractual services due to the changing of services from in-house to contracted. SECTION 11: The increases in the Information Technology Fund are for increases and additions to IT security hardware and services and a security lock system for the MGC building. SECTION 12: This transfer is the Fort Piqua Plaza portion of the debt service being moved to the debt service fund.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Appropriations \$:	\$4,275,146 net increase to the budget
	Source of Funds:	
	Narrative:	
ATTACHMENTS	None	

ORDINANCE NO. O-7-25
AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2025

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

		2025	INCREASE	2025 REVISED
		BUDGET	(DECREASE)	BUDGET
SEC. 1:	That there be appropriated from the GENERAL FUND (001)			
<u>ACCOUNT</u>				
<u>Law</u>				
Operation and Maintenance		\$93,077	\$124,349	\$217,426
<u>General Government</u>				
Operation and Maintenance		\$986,430	\$10,500	\$996,930
<u>Transfers</u>				
Transfer to Capital Improvement Bonds 264		\$0	\$63,383	\$63,383
Transfer to Fort Piqua Plaza 410		\$400,000	\$42,537	\$442,537
SEC. 2:	That there be appropriated from the STREET DEPARTMENT FUND (101)			
Personal Services/Administrative Support		\$1,664,702	\$225,046	\$1,889,748
Operation and Maintenance		\$2,582,767	\$23,500	\$2,606,267
Capital Outlay (including labor)		\$1,207,500	\$60,000	\$1,267,500
SEC. 3:	That there be appropriated from the STREET INCOME TAX FUND (103)			
Capital Outlay (including labor)		\$1,245,000	\$1,760,000	\$3,005,000
SEC. 4:	That there be appropriated from the PUBLIC SAFETY FUND (106)			
<u>014 Police Department</u>				
Operation and Maintenance		\$987,945	(\$24,658)	\$963,287
Capital Outlay (including labor)		\$214,061	\$8,988	\$223,049
SEC. 5:	That there be appropriated from the SMALL BUSINESS GRANT FUND (127)			
Operation and Maintenance		\$123,000	(\$5,837)	\$117,163
SEC. 6:	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)			
Operation and Maintenance		\$202,665	\$75,000	\$277,665
Capital Outlay (including labor)		\$1,000,000	(\$75,000)	\$925,000
SEC. 7:	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (144)			
Operation and Maintenance		\$115,000	(\$43,315)	\$71,685
SEC. 8:	That there be appropriated from the BOND DEBT SERVICE FUND (264)			
Non Government/Transfers/Refunds		\$180,912	\$116,463	\$297,375
SEC. 9:	That there be appropriated from the POWER SYSTEM FUND (401)			
Operation and Maintenance		\$33,809,301	\$867,500	\$34,676,801
SEC. 10:	That there be appropriated from the GARBAGE AND REFUSE FUND (405)			
Personal Services/Administrative Support		\$788,963	(\$604,353)	\$184,610
Operation and Maintenance		\$1,597,642	\$1,332,500	\$2,930,142
Capital Outlay (including labor)		\$550,000	(\$550,000)	\$0

SEC. 11: That there be appropriated from the INFORMATION TECHNOLOGY
FUND (408)

Operation and Maintenance
Capital

\$756,298	\$149,400	\$905,698
\$0	\$95,000	\$95,000

SEC. 12: That there be appropriated from the FORT PIQUA PLAZA FUND (410)

Transfer to Bond Debt Service 264

\$0	\$42,537	\$42,537
-----	----------	----------

SEC. 13: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2025. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city

SEC. 14: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriation: shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under an item of said appropriations shall not exceed the amount of the item

SEC. 15: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2025 when passed and legally contracted for in conformity by law

SEC. 16: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances may not exceed \$1,000,000 in the aggregate no extend past December 31, 2025; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 17: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by _____

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

Mayor Kris Lee	_____
Commissioner Thomas Hohman	_____
Commissioner James Vetter	_____
Commissioner Paul Simmons	_____
Commissioner Frank DeBrosse	_____

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

G.3.

MEETING DATE	March 18, 2025		
REPORT TITLE	<u>Ordinance No. O-8-25 (1st Reading)</u> An ordinance authorizing the establishment of a Bond Retirement Debt Service Fund		
SUBMITTED BY	Jerry O'Brien, Director Finance		
AGENDA CLASSIFICATION	Ordinance		
BACKGROUND	Ordinance O-21-24 was passed by the City Commission, which authorized the issuance of bonds to fund a portion of the Facilities Improvement Project at the City Administration Building and the Fort Piqua Plaza Building. This ordinance establishes a debt service fund from which the principal and interest payments will be made to the bond account trustee. Repayment of the debt will be with transfers from the General Fund and the Fort Piqua Plaza Fund into the debt service fund in the amount of the payments as scheduled in the Debt Amortization Table.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Narrative:		
ATTACHMENTS	None		

Ordinance No. O-8-25 (1st Reading)

An ordinance authorizing the establishment of a Bond Retirement Debt Service Fund

WHEREAS, the City Commission passed Ordinance No. O-21-24 to issue bonds to pay for a portion of the Facilities Improvement Project at the City Administration Building and the Fort Piqua Plaza Building; and

WHEREAS, the City will be making debt service payments on the bonds; and

WHEREAS, Section 5705.09 of the Ohio Revised Code provides for the City to establish a Bond Retirement Fund for the retirement of serial bonds, notes, or certificates of indebtedness.

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

SEC. 1: The Bond Retirement Debt Service Fund be established to account for the payment of principal and interest on bond issuances.

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

KRIS LEE, 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 Kris Lee	_____
Commissioner Jim Vetter	_____
Commissioner Paul Simmons	_____
Commissioner Thomas Hohman	_____
Commissioner Frank DeBrosse	_____

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

G.4.

MEETING DATE	March 18, 2025		
REPORT TITLE	<u>Resolution No. R-35-25</u> A resolution for a Crop Share Farm Lease Agreement at the R.M. Davis Water Tower property		
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts		
AGENDA CLASSIFICATION	Resolution		
BACKGROUND	Documenting and expanding city land that is seasonally farmed behind RM Davis Water Tower. This has increased our farming lease revenue and decreased the area of mowing that is required at the site.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:	Revenue generated	
	Narrative:		
ATTACHMENTS	1. Fisher Contract 2025 to 2031 2. Exhibit A		

Resolution No. R-35-25

A resolution for a Crop Share Farm Lease Agreement at the R.M. Davis Water Tower property

WHEREAS, the City of Piqua owns the property at R.M. Davis Water Tower, at 145 R.M. Davis Parkway, Piqua, OH, 45356.

WHEREAS, a portion of this land has been farmed by Donald Fisher Farms for many years; and

WHEREAS, the City of Piqua and Donald Fisher Farms will sign a three-year Crop Share Farm Lease Agreement to continue this farming of available property, with an additional three-year renewal option.

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: Consent to sign the Crop Share Farm Lease Agreement with Donald Fisher Farms for three years, with an additional three-year renewal option.

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


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee

Commissioner Jim Vetter

Commissioner Paul Simmons

Commissioner Thomas Hohman

Commissioner Frank DeBrosse

Yah
Yah
Yah
Yah
Yah

CROP SHARE FARM LEASE AGREEMENT

This lease entered into this ____ day of April, 2025, between The City of Piqua, Ohio (landowner) of 156 R.M. Davis Parkway, Piqua, OH 45356 and Donald Fisher Farms, Inc. (operator) of 6009 W. Farrington Rd., Covington, OH 45318.

I. Property Description:

The landowner hereby leases to the operator, to occupy and use for agricultural and related purposes, the property located at 156 R.M. Davis Parkway, Piqua, OH and shown on Exhibit A, consisting of approximately 3.6 acres situated in Miami County, Ohio with all improvements thereon except as follows: _____.

II. General Terms of Lease:

Time period covered: The provisions of this agreement shall be in effect commencing on the first day of May, 2025 and ending on the last day of April 2028, and renewing for one successive 3 year term. The final date of this contract will be April 30, 2031. A new lease agreement will need to be signed at that time to continue with this arrangement.

Termination: This Agreement may be terminated by either party with notification of sixty (60) days written notice to the other party specifying their intent to cancel this Agreement.

Amendments and alterations: Amendments and alterations to this lease shall be in writing and shall be signed by both the landowner and the operator.

No partnership intended: It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relation.

Transfer of property: If the landowner should sell or otherwise transfer title to the farm, such action will be done subject to the provisions of this lease.

Right of Entry: The landowner, as well as agents and employees of the landowner, reserve the right to enter the farm at any reasonable time to: a) consult with the operator; b) make repairs, improvements, and inspections; and c) (after notice of termination of the lease is given) do tillage, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the operator in carrying out regular farm operations.

No right to sublease: The landowner does not convey to the operator the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever.

Binding on heirs: The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and operator in like manner as upon the original parties, except as provided by mutual written agreement.

Landowner's lien for rent and performance: The landowner's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the operator fails to pay the rent due or fails to keep the agreements of this lease, all costs and attorney fees of the landowner in enforcing collection or performance shall be added to and become a part of this obligations payable by the operator hereunder.

Additional provisions: _____.

III. Land Use

General Provisions: The land described in Section I will be farmed according to best management practices in the region. Crops to be planted and harvested will be agreed upon in advance by the landowner and operator. Specific restrictions as to how the land may be used are the following: no pasture stocking.

IV. Crop-Share Cash Rent and Related Provisions

Net Profit will be shared according to the following:

Income Source	Landowner (%)	Operator (%)
Crop production	50	50
Government payments **		
Crop residue/forage		

** includes all government payments (for example, Direct, Counter-cyclical, ACRE, SURE, Disaster, CSP) unless specified differently below.

Exceptions of specific provisions related to sharing of crop income are the following:

If operator provides inputs that have a useful life beyond the term of the lease, how they will be compensated for any unused portion of the input at lease termination should be spelled out here:

V. Operation and Maintenance of Farm

To operate this farm efficiently and maintain it in a high state of productivity, the parties agree as follows:

A. The operator agrees:

- General Maintenance: To provide the labor necessary to maintain the farm and its improvements during the rental period in as good condition as it was at the beginning.

Normal wear and depreciation and damage from causes beyond the operator's control are exceptions.

- Land use: Not to a) plow pasture or meadowland, b) cut live trees for sale or personal use, or c) pasture new seedings or legumes and grasses in the year they are seeded without consent of the landowner. Other restrictions to be observed are as follows:

- Insurance: Not to house automobiles, trucks or tractors, or otherwise violate restrictions in the landowner's insurance policies without written consent from the landowner. Restrictions to be observed are as follows: _____
- Noxious weeds: To use due diligence to prevent noxious weeds from going to seed on the farm. Treatment of the noxious weed infestation and cost thereof shall be handled as follows: _____
- Addition of improvements: Not to a) erect or permit to be erected on the farm any unremovable structure or building, b) incur any expense to the landowner for such purposes, or c) add electrical wiring, plumbing, or heating to any building without written consent of the landowner.
- Conservation: Control soil erosion according to best management practices; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.
- Damages: When leaving the farm, to pay the landowner reasonable compensation for any damages to the farm for which the operator is responsible. Exceptions are any decrease in value due to ordinary wear and depreciation or damages outside the control of the operator.
- Costs of Operation: To pay all costs of operation except those specifically referred to in Section IV-B.
- Repairs: Not to buy materials for maintenance and repairs in an amount in excess of \$_____ within a single year without written consent of the landowner.
- Recreational use: Use of the property for recreational purposes of any type (hunting, fishing, ATV, bird watching, etc.) must be approved by the landowner in advance.

B. Both operator and landowner agree:

- Not to obligate other party: Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
- Environmental issues: The operator shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. The operator shall be solely responsible for securing any permits or approvals necessary for

his or her activities on the property. In the event of any legally prohibited release of materials to the environment, the operator will indemnify the landowner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by landowner as a result of such release.

Executed on the date first written above:

Donald Fisher Farms, Inc.:

The City of Piqua, Ohio:

Operator
Donald Fisher, President

Landowner
L. Paul Oberdorfer, City Manager

State of Ohio

County of Miami

On this ____ day of April, 2025, before me, the undersigned, a Notary Public in said State, personally appeared, Donald Fisher, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

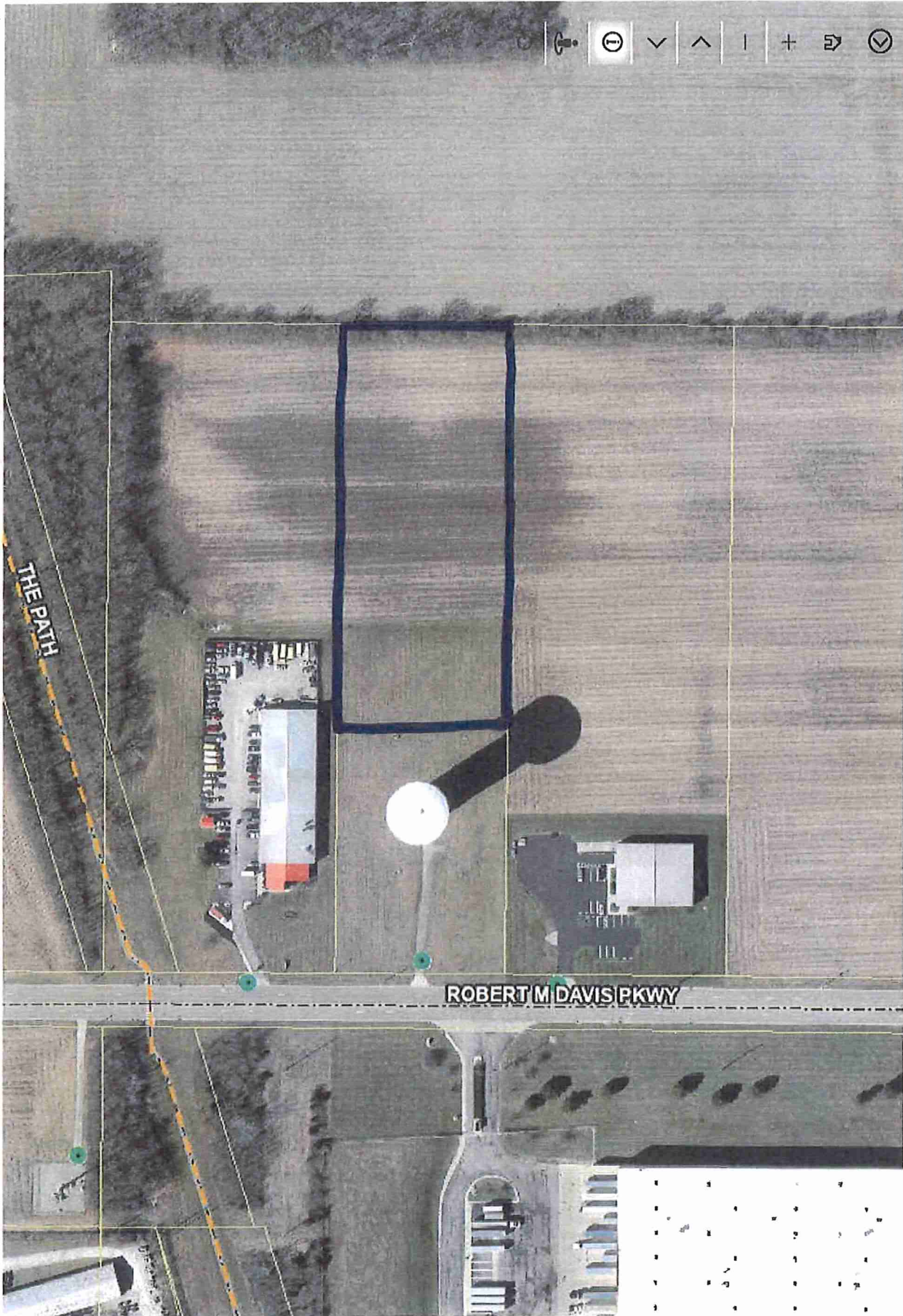
State of Ohio

County of Miami

On this ____ day of April, 2025, before me, the undersigned, a Notary Public in said State, personally appeared, L. Paul Oberdorfer, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

"EXHIBIT A"



Imagery 2018

KK

Resolution No. R-36-25

A resolution appointing Clerk of Commission for the City of Piqua

WHEREAS, the City Manager has recommended that Kimberly L. Hughes be appointed as full-time Clerk of Commission in said office; and

WHEREAS, the City Manager has recommended that Diana L. Tamplin be appointed as the back-up Clerk of Commission as needed in said office.

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: Kimberly L. Hughes is hereby appointed as full-time Clerk of Commission for the City of Piqua, Ohio, effective April 1, 2025.

SEC 2: Diana L. Tamplin is hereby appointed as the back-up Clerk of Commission for the City of Piqua, Ohio, as needed, effective April 1, 2025.

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



KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee	<u>Yah</u>
Commissioner Jim Vetter	<u>Yah</u>
Commissioner Paul Simmons	<u>Yah</u>
Commissioner Thomas Hohman	<u>Yah</u>
Commissioner Frank DeBrosse	<u>Yah</u>

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

G.6.

MEETING DATE	March 18, 2025	
REPORT TITLE	<u>Resolution No. R-37-25</u> A resolution authorizing modernization of the Municipal Government Complex Public Elevator	
SUBMITTED BY	Bob Graeser, Facilities Mgr. Facility Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The modernization of the public elevator in the Municipal Government Complex is the first phase of upgrading the three elevators within the building. This project is essential to replace aging equipment, reducing the risk of failures, and minimizing extended repair times due to unavailable parts. TK Elevator Corporation, a member of the Sourcewell purchasing cooperative, will perform the modernization. Utilizing Sourcewell allows for an expedited process from project identification and scope development to completion, ensuring efficiency and streamlined execution.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$120,000
	Expenditure \$:	\$96,502.25 + 5% contingency \$4825.00, \$101,327.50
	Source of Funds:	001-002
	Narrative:	The completion of this upgrade will provide a contemporary modification to our aging public elevator and provide the appropriate ADA compliance.
ATTACHMENTS	1. TKE Proposal	

Resolution No. R-37-25

A resolution authorizing modernization of the Municipal Government Complex Public Elevator

WHEREAS, the public elevator at the Municipal Government Complex is essential for accessibility and the safe movement of residents, employees, and visitors; and

WHEREAS, an assessment of the current elevator system has identified the need for an upgrade to ensure compliance with safety regulations, improve reliability, and extend the lifespan of the equipment; and

WHEREAS, the City of Piqua has solicited TK Elevator, through Sourcewell purchasing cooperative; and

WHEREAS, funds for this project have been budgeted and are available in the Building Fund in the amount of \$120,000.

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:

SECTION 1: The City Manager is authorized to enter into a contract with TK Elevator Corporation for the upgrade of the public elevator at 201 W. Water Street in an amount not to exceed \$101,327.50.

SECTION 2: The Finance Director is authorized to make the necessary payments for the project from the 001-002 fund.

SECTION 3: This resolution shall take effect and be in full force from and after its passage, in accordance with the Charter of the City of Piqua.


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee

Commissioner Jim Vetter

Commissioner Paul Simmons

Commissioner Thomas Hohman

Commissioner Frank DeBrosse

Yah
Yah
Yah
Yah
Yah

Modernization Proposal



March 03, 2025

Piqua Municipal Complex

Purchaser: Ntll-Njpa-City Of Piqua
Address: 201 W Water St
Piqua, OH 45356-2235

Location: Piqua Municipal Complex
Address: 201 W Water St
Piqua, OH 45356-2235

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Ntll-Njpa-City Of Piqua (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$96,502.24** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Chad Brown
Sr Account Manager
chad.brown@tkelevator.com
+1 513 2128683

Modernization Proposal



SCOPE OF WORK

Grouping Name: Unit 1

Equipment Type: Hydraulic

Speed: 100 fpm

2 Stops (2 Front /0 Rear)

Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
201 W Water St	A	US48058
201 W Water St	B	US48059
PIQUA MUNICIPAL COMPLEX	Police Unit	US48059

Description of Work

Controller

- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack

- Pipe Stands

Car

- Omega Guide Shoes w/ mounting plates (Dover/tkE rails only) for non-Twin Post
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch
- Pit Ladder 12" Wide

Cab

Door Equipment

- Micro Light (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)

Modernization Proposal



Car Fixtures

- Main Car Station Includes Options Below
 - • Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)
- Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

HVAC - Mini Split

Electrical - Fire/Alarm/Lighting

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

STYMCO CONSTRUCTION, INC.

2875 Springboro West
Dayton, Ohio 45439-1673
Telephone (937) 299-9441
Fax No. (937) 299-3289

February 11, 2025

TK Elevators
Attn: Chad Brown
934 Dalton Ave.
Cincinnati, OH 45203

RE: Piqua City Public Elevator Mod.
Quote # 3445

We are pleased to complete HVAC work associated with the subject project.

We include:

- Remove existing exhaust system and cap off duct at the inside wall
- Remove supply air grille and cap off at wall
- Provide new mini split HVAC system for machine room

We do not include:

- Electric power to HVAC equipment
- Permits or inspections if required
- Overtime work
- Prevailing wages
- State sales tax

We thank you for the opportunity in preparing this quotation and hope the foregoing meets with your approval.

Sincerely,



Stephen L. Missall



**Reliable
Electric**
SINCE 1942




94 Compark Road Dayton, OH 45459
 P(937) 433-0262 F(937) 433-0491
 reliable@reliableec.com
<https://www.facebook.com/ReliableOhio/>
 License Information: Ohio #28414 Dayton #471

DATE	02/23/2025
ESTIMATOR	Dave White

TK Elevator Corporation
TK Elevator Corporation
 788 Circle 75 Pkwy
 Atlanta Georgia 30339-4454

Service Location
 Piqua City Building
 201 W Water St
 Piqua, Ohio 45356-2235

Description
Piqua City Public Elevator - 2 Stop: Machine Room: 1. Provide and install a 4' 2 lamp vapor-proof LED fixture. 2. Provide and install a 100-amp 3-phase 250-volt shunt trip cabinet. 3. Provide and install (1) GFCI receptacle. 4. We will be reusing the existing disconnect for the car lights. 5. Excludes any wiring for an HVAC unit. 6. Includes all conduit, wire, junction boxes, termination, and labor. Pit Area: 1. Provide and install (2)120-volt dedicated circuits for the pit area. 2. Provide and install a new GFCI outlet for the elevator pit. 3. Provide and install (2) 2 lamp 4' vapor-proof fixtures. 4. The final price excludes a new single outlet for the elevator sump pump. Hoist Way: Adding a smoke and heat detector at the top of the hoist-way. Fire Alarm: 1. Provide and install the proper heat and smoke detectors for the lobbies and the machine room. 2. Provide and install a, shunt-trip, and a power monitoring relay for the shunt power. 3. The rest of the fire alarm looks to be good. Notes: 1. The final price includes all materials and labor. 2. The cost for a fire alarm permit and inspection fees are included. 3. Engineered stamped drawings are not included in the cost. If the City decides that drawings are needed, an additional cost will be needed. 4. All labor is quoted to be completed during regular business hours, M-F with a non-prevailing wage scale.
Piqua Police Elevator - 2 Stop: Machine Room: 1. Provide and install a 4' 2 lamp vapor-proof LED fixture. 2. Provide and install a 100-amp 3-phase 250-volt shunt trip cabinet. 3. Provide and install (1) GFCI receptacle. 4. We will be reusing the existing disconnect for the car lights. 5. Excludes any wiring for an HVAC unit. 6. Includes all conduit, wire, junction boxes, termination, and labor. Pit Area:

1. Provide and install (2)120-volt dedicated circuits for the pit area.
2. Provide and install a new GFCI outlet for the elevator pit.
3. Provide and install (2) 2 lamp 4' vapor-proof fixtures.
4. The final price excludes a new single outlet for the elevator sump pump.

Hoist Way:

Adding a smoke and heat detector at the top of the hoist-way.

Fire Alarm:

1. Provide and install the proper heat and smoke detectors for the lobbies and the machine room.
2. Provide and install a, shunt-trip, and a power monitoring relay for the shunt power.
3. The rest of the fire alarm looks to be good.

Notes:

1. The final price includes all materials and labor.
2. The cost for a fire alarm permit and inspection fees are included.
3. Engineered stamped drawings are not included in the cost. If the City decides that drawings are needed, an additional cost will be needed.
4. All labor is quoted to be completed during regular business hours, M-F with a non-prevailing wage scale.

Piqua City Employee Elevator - 4 Stop:

Machine Room:

1. Provide and install a 4' 2 lamp vapor-proof LED fixture.
2. Provide and install a 100-amp 3-phase 250-volt shunt trip cabinet.
3. Provide and install (1) GFCI receptacle.
4. We will be reusing the existing disconnect for the car lights.
5. Excludes any wiring for an HVAC unit.
6. Includes all conduit, wire, junction boxes, termination, and labor.

Pit Area:

1. Provide and install (2)120-volt dedicated circuits for the pit area.
2. Provide and install a new GFCI outlet for the elevator pit.
3. Provide and install (2) 2 lamp 4' vapor-proof fixtures.
4. The final price excludes a new single outlet for the elevator sump pump.

Hoist Way:

Adding a smoke and heat detector at the top of the hoist-way.

Fire Alarm:

1. Provide and install the proper heat and smoke detectors for the lobbies and the machine room.
2. Provide and install a, shunt-trip, and a power monitoring relay for the shunt power.
3. The rest of the fire alarm looks to be good.

Notes:

1. The final price includes all materials and labor.
2. The cost for a fire alarm permit and inspection fees are included.
3. Engineered stamped drawings are not included in the cost. If the City decides that drawings are needed, an additional cost will be needed.
4. All labor is quoted to be completed during regular business hours, M-F with a non-prevailing wage scale.

NOTES:

1. Quote total assumes all work will be scheduled together. If work is scheduled separately, trip charges may apply.
2. Reliable is not responsible for any finished drywall or paint repair.
3. Final price includes all material and labor and excludes any permits or inspection fees unless noted.
5. 30-day warranty on all Reliable supplied lamps/bulbs.
6. New Construction Warranty includes labor and Reliable supplied materials for one (1) year.
7. Service Call/Quoted Work Warranty limited to (1) year labor and (1) year on Reliable supplied materials

Modernization Proposal



Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	7 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	2 - 4 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.



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Proposal price:		\$96,502.24
Initial progress payment:	(50%)	\$48,251.12
Material furnished:	(25%)	\$24,125.56
Total of remaining progress payments:	(25%)	\$24,125.56

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$522.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$940.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure

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a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load

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is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

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- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the

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unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

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- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

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u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Ninety Six Thousand Five Hundred Two Dollars and Twenty Four Cents (\$96,502.24) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Ntll-Njpa-City Of Piqua (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
Bob Graeser		Andrew Ogden	
		General Manager	
(Print or Type Name)			
(Print or Type Title)			
(Date of Acceptance)		(Date of Execution)	

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

G.7.

MEETING DATE	March 18, 2025	
REPORT TITLE	<u>Resolution No. R-38-25</u> A resolution authorizing a purchase order to Paul Sherry Chrysler Dodge Jeep Ram for the purchase of (2) Ram 5500 dump trucks with plow and salt equipment for the Streets Department	
SUBMITTED BY	Brian Brookhart, Director Public Works	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The Public Works Department received bids to purchase (2) new 5500 Dump Trucks with plow and salt equipment. Paul Sherry Chrysler Dodge Jeep Ram came back with the lowest price for the dump trucks. The price for the new trucks is \$231,464.00. These trucks were approved in the 2025 budget. The trucks came in under budget. These trucks will be utilized for street and alley maintenance and snow removal.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$320,000
	Expenditure \$:	\$231,464.00
	Source of Funds:	101-113-850-8805
	Narrative:	Public Works will utilize the new 5500 trucks for street and alley maintenance and snow removal.
ATTACHMENTS	1. 5500 Dump Truck Quotes 2025	

Resolution No. R-38-25

A resolution authorizing a purchase order to Paul Sherry Chrysler Dodge Jeep Ram for the purchase of (2) Ram 5500 dump trucks with plow and salt equipment for the Streets Department

WHEREAS, the Public Works Department requires the purchase of (2) 5500 dump trucks for street and alley maintenance; and

WHEREAS, bids were received, with the lowest bid received through Paul Sherry Chrysler Dodge Jeep Ram, as listed in Exhibit A.

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

- SEC. 1: A purchase order is hereby authorized for Paul Sherry Chrysler Dodge Jeep Ram to purchase (2) 5500 Dump Trucks for \$231,464.00.
- SEC. 2: The Finance Director is hereby authorized to draw warrants on the appropriate account of the City Treasury in payment for said vehicles for \$231,464.00.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee	<u>Yah</u>
Commissioner Jim Vetter	<u>Yah</u>
Commissioner Paul Simmons	<u>Yah</u>
Commissioner Thomas Hohman	<u>Yah</u>

Commissioner Frank DeBrosse

Yah

Paul Sherry Chrysler Dodge Jeep Ram

Date: 2/24/2025

Salesperson: Eric Harnish

Manager: Mason Clark

Customer ID #: 10258

FOR INTERNAL USE ONLY

BUSINESS NAME	<u>CITY OF PIQUA</u>	Home Phone : <u>(937) 606-0760</u>
CONTACT	<u>201 W WATER ST</u>	
Address :	<u>PIQUA, OH 45356</u>	Work Phone : <u>(937) 778-2027</u>
	<u>MIAMI</u>	
E-Mail :	<u>BYOUNT@PIQUAOH.ORG</u>	Cell Phone : <u>(937) 606-0732</u>

VEHICLE

Stock # :	New / Used : <u>New</u>	VIN :	Mileage:
Vehicle :	<u>2025 RAM 5500 Chassis</u>		Color :
Type :	<u>Tradesman/Big Horn 4x4 Regular Cab</u>		

Market Value Selling Price	<u>56,882.00</u>
Rebate	<u>3,000.00</u>
Adjusted Price	<u>53,882.00</u>
DUMP-BODY UPFIT	<u>61,428.00</u>
Total Purchase	<u>115,310.00</u>
Non Tax Fees	<u>422.00</u>
Balance	<u>115,732.00</u>

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

SHERRY CHRYSLER, DODGE, JEEP, INC.
8645 NORTH COUNTY ROAD 25A
PIQUA, OH 453569512

Configuration Preview

Date Printed: 2025-02-24 10:23 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 2
Status: BA - Pending order
FAN 1: 01B70 City of Piqua Ohio
FAN 2:
Client Code:
Bid Number: TB5084
PO Number:

Sold to:
SHERRY CHRYSLER, DODGE, JEEP, INC.
(67302)
8645 NORTH COUNTY ROAD 25A
PIQUA, OH 453569512

Ship to:
SHERRY CHRYSLER, DODGE, JEEP, INC. (67302)
8645 NORTH COUNTY ROAD 25A
PIQUA, OH 453569512

Vehicle: 2025 5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in) (DP0L63)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DP0L63	5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in)	58,310	54,228
Package:	2XA	Customer Preferred Package 2XA	0	0
	ESL	6.4L V8 HEMI HD Engine	0	0
	DFZ	8-Spd TorqueFlite HD Auto Trans	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	4DH	Prepaid Holdback	0	-1,849
	4ES	Delivery Allowance Credit	0	-583
	MAF	Fleet Purchase Incentive	0	0
	XA3	CHMSL & DRVM Camera Relocation Kit	445	409
	AHD	Heavy Duty Snow Plow Prep Group	295	272
	A7B	Tradesman Level 1 Equipment Group	2,595	2,388
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	142	Zone 42-Detroit	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB5084	Government Incentives	0	-3,000
Discounts:	YG6	6.2 Additional Gallons of Gas	0	22
Destination Fees:			1,995	1,995
Total Price:			<u>63,640</u>	<u>53,882</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

2/19/2025

City of Piqua

Attn: Brian Brookhart

859 S. Main St

Piqua, OH 45356

RE: Class 5 Equipment Package

Pricing Per Aebi Schmidt/Monroe Cooperative Purchasing Contract #06222-AEB

Snow Plow

Boss 9' 2" DXT V-Plow

Moldboard Height 30" at Center, 37.5" At Ends

11 Gauge Moldboard Thickness

(6) Torsion Style Trip Springs (3 Per Side)

(4) Extension Type Moldboard Trip Springs

(8) Vertical and (2) Diagonal Reinforcing Ribs

1/2"x6" Base Angle

SmartHitch 2 Hook Up

Heated LED Plow Lights-Standard

Enclosed Hydraulics

Chainless Lift System

Plow Operated Through SmartTouch 2 Handheld Controller

Optional Rubber Snow Deflector Included

2 Year Limited Warranty

Plow Installed 100% To Your Specifications-No Exceptions

Central Hydraulic System

Certified Power Central Hydraulic System

Hot Shift PTO or Clutch Pump (Brand Specific)

Electric Rocker Switch for Hoist

Freedom 2.2 Electric Spreader Controller

Powdercoated Steel Valve Mount Tank-Drivers Side

Stainless Steel Hydraulic Lines Run to Rear Only with JIC Style Compression Fittings

4 Sets of 1/2" Stainless Steel Quick Couplers for Auger and Spinner

Hydraulic System Tested and Pre-Calibrated

Final Calibration Upon Delivery

Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Dump Body

ITB Heavy Duty Municipal Stainless Steel Dump Body

304 Stainless Steel Construction

9' Long

19" Fixed, Double Panel Sides

23" Quick Release Tailgate

6" Sideboard Pockets

3/16" AR400 Floor

Crossmemberless Understructure-Smooth Bottom

Stainless Steel Trapezoidal Longsills

Tapered Bulkhead, No Window

Factory Set Cabshield

Factory Light Kit

Rubberized Undercoating

Dump Body Installed 100% To Your Specifications-No Exceptions

Hoist

Champion CS615T Double Acting Underbody Hoist

NTEA Class 40 Hoist

Grease Zerk on All Pivot Point

Hoist Installed 100% to Your Specifications-No Exceptions

Electrical

SoundOff Signal LED Strobe Package

(2) MPower Stud Mount Amber/Green Strobes Installed in Grill

(6) Amber/Green LED Strobes Installed in Cabshield-2 Forward Facing, 2 Side Facing, 2 Rear Facing

(2) Amber/Green Strobes Installed in Rear Corner Posts

(2) LED Stop/Tail/Turn-Back Up Combo Strobes Installed in Rear Corner Posts

4" 1000 Lumen ABL Spinner Light Installed Drivers Side Rear

97DB Back Up Alarm

Body Up Light and Switch

Power Distribution Panel Installed Below Center Seat

All Electrical Connections Soldered with Heat Shrink Connectors

Electrical System Installed 100% To Your Specifications-No Exceptions

Spreader

Monroe Model MS966 Under Tailgate Spreader

304 Stainless Steel Construction

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Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

¾" End Plates
6" Auger
Direct Drive Motor
Hydraulic Safety Interlock
Standard Left Hand Discharge
18" Self Leveling Poly Spinner Disk
Seal Saver Grease Bearing Above Spinner Motor
Stainless Steel Inside Spill Shields Installed
Spreader Installed 100% To Your Specifications-No Exceptions

Pintle Plate

½" Pintle Plate
(2) ½" D-Rings
2 ½" Receiver Tube
7 Way RV Trailer Plug

Miscellaneous

Full Radius Poly Fenders with Stainless Steel Brackets
Quick Release Rear Mudflaps Installed on Bottom Side of Dump Body
6" Oak Sideboards Painted Black
Spring Loaded Stainless Steel Shovel Holder Bolted to Sideboard on Drivers Side Of Dump Body
Chassis Rear Frame Rails Fully Undercoated
Red and White Reflective Tape On Dump Body Rub Rails and Tailgate Perimeter

TOTAL PACKAGE PRICE \$61,428.00

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

TITLE: _____

SIGNATURE: _____

PURCHASE ORDER #: _____

DATE: _____

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires a 60" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com



1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7861

www.wajonestruckequipment.com

Rush Truck Centers of Ohio, Inc. dba Rush Truck Center, Cincinnati
11775 Highway Drive
Cincinnati, OH 45241
513-372-8800

Customer Proposal Letter

City of Piqua
201 W Water St
Piqua 45356

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: One (1) New Ford F550 Gas Engine Cab & Chassis Per Provided Specifications.

[illegible]

Sales Representative

Signature _____

James Burgei
Printed Name

Date _____

Purchaser

Signature _____

Printed Name / Title

Date _____

Accepted by Sales Manager
or General Manager

Signature _____

Printed Name _____

Date _____

Quote good until 3/23/2025

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfil Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Dealer's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

¹⁾ Includes subscription period for # of specified months. ²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

2/19/2025

City of Piqua

Attn: Brian Brookhart

859 S. Main St

Piqua, OH 45356

RE: Class 5 Equipment Package

Pricing Per Aebi Schmidt/Monroe Cooperative Purchasing Contract #06222-AEB

Snow Plow

Boss 9' 2" DXT V-Plow

Moldboard Height 30" at Center, 37.5" At Ends

11 Gauge Moldboard Thickness

(6) Torsion Style Trip Springs (3 Per Side)

(4) Extension Type Moldboard Trip Springs

(8) Vertical and (2) Diagonal Reinforcing Ribs

1/2"x6" Base Angle

SmartHitch 2 Hook Up

Heated LED Plow Lights-Standard

Enclosed Hydraulics

Chainless Lift System

Plow Operated Through SmartTouch 2 Handheld Controller

Optional Rubber Snow Deflector Included

2 Year Limited Warranty

Plow Installed 100% To Your Specifications-No Exceptions

Central Hydraulic System

Certified Power Central Hydraulic System

Hot Shift PTO or Clutch Pump (Brand Specific)

Electric Rocker Switch for Hoist

Freedom 2.2 Electric Spreader Controller

Powdercoated Steel Valve Mount Tank-Drivers Side

Stainless Steel Hydraulic Lines Run to Rear Only with JIC Style Compression Fittings

4 Sets of 1/2" Stainless Steel Quick Couplers for Auger and Spinner

Hydraulic System Tested and Pre-Calibrated

Final Calibration Upon Delivery

Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

Dump Body

ITB Heavy Duty Municipal Stainless Steel Dump Body

304 Stainless Steel Construction
9' Long
19" Fixed, Double Panel Sides
23" Quick Release Tailgate
6" Sideboard Pockets
3/16" AR400 Floor
Crossmemberless Understructure-Smooth Bottom
Stainless Steel Trapezoidal Longsills
Tapered Bulkhead, No Window
Factory Set Cabshield
Factory Light Kit
Rubberized Undercoating
Dump Body Installed 100% To Your Specifications-No Exceptions

Hoist

Champion CS615T Double Acting Underbody Hoist
NTEA Class 40 Hoist
Grease Zerk on All Pivot Point
Hoist Installed 100% to Your Specifications-No Exceptions

Electrical

SoundOff Signal LED Strobe Package

(2) MPower Stud Mount Amber/Green Strobes Installed in Grill
(6) Amber/Green LED Strobes Installed in Cabshield-2 Forward Facing, 2 Side Facing, 2 Rear Facing
(2) Amber/Green Strobes Installed in Rear Corner Posts
(2) LED Stop/Tail/Turn-Back Up Combo Strobes Installed in Rear Corner Posts
4" 1000 Lumen ABL Spinner Light Installed Drivers Side Rear
97DB Back Up Alarm
Body Up Light and Switch
Power Distribution Panel Installed Below Center Seat
All Electrical Connections Soldered with Heat Shrink Connectors
Electrical System Installed 100% To Your Specifications-No Exceptions

Spreader

Monroe Model MS966 Under Tailgate Spreader
304 Stainless Steel Construction

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

¼" End Plates
6" Auger
Direct Drive Motor
Hydraulic Safety Interlock
Standard Left Hand Discharge
18" Self Leveling Poly Spinner Disk
Seal Saver Grease Bearing Above Spinner Motor
Stainless Steel Inside Spill Shields Installed
Spreader Installed 100% To Your Specifications-No Exceptions

Pintle Plate

½" Pintle Plate
(2) ½" D-Rings
2 ½" Receiver Tube
7 Way RV Trailer Plug

Miscellaneous

Full Radius Poly Fenders with Stainless Steel Brackets
Quick Release Rear Mudflaps Installed on Bottom Side of Dump Body
6" Oak Sideboards Painted Black
Spring Loaded Stainless Steel Shovel Holder Bolted to Sideboard on Drivers Side Of Dump Body
Chassis Rear Frame Rails Fully Undercoated
Red and White Reflective Tape On Dump Body Rub Rails and Tailgate Perimeter

TOTAL PACKAGE PRICE \$61,428.00

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

TITLE: _____ SIGNATURE: _____

PURCHASE ORDER #: _____ DATE: _____

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires a 60" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com



1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com



Preview Order J750 - F5H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 02/19/2025 14:45:21 Receipt: NA

Dealership Name: Ricart Ford

Sales Code : F47035

Dealer Rep.	DUSTIN JOHNSON	Type	Fleet	Vehicle Line	Superduty	Order Code	J750
Customer Name	CITY OF PIQUA	Priority Code	C4	Model Year	2025	Price Level	525

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
F550 4X4 CHASSIS CAB DRW/145	\$59250	\$56288 50 STATE EMISSIONS	\$0	\$0
145 INCH WHEELBASE	\$0	\$0 120V/400W OUTLET	\$175	\$160
TOTAL BASE VEHICLE	\$59250	\$54571 SNOW PLOW PREP PACKAGE	\$250	\$228
OXFORD WHITE	\$0	\$0 TRAILER BRAKE CONTROLLER	\$300	\$273
VINYL 40/20/40 SEATS	\$0	\$0 40 GAL AFT OF AXLE FUEL TNK	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0 410 AMP DUAL ALTERNATOR	\$115	\$104
PREFERRED EQUIPMENT PKG.660A	\$0	\$0 PAYLOAD PACKAGE UPGRADE	\$815	\$741
.XL TRIM	\$0	\$0 PRICE CONCESSION INDICATOR	\$0	\$0
.AIR CONDITIONING -- CFC FREE	\$0	\$0 REMARKS TRAILER	\$0	\$0
.AM/FM STEREO MP3/CLK	\$0	\$0 DUAL BATTERY	\$0	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	\$0 REAR VIEW CAMERA & PREP KIT	\$515	\$468
10-SPEED AUTO TORQSHIFT	\$0	\$0 SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1717
225/70R19.5G BSW MAX TRAC TIRE	\$215	\$195 FUEL CHARGE	\$0	\$22.80
4.88 RATIO LIMITED SLIP AXLE	\$395	\$360 PRICED DORA	\$0	\$0
PLATFORM RUNNING BOARDS	\$320	\$291 ADVERTISING ASSESSMENT	\$0	\$0
19000H GVWR PACKAGE	\$0	\$0 DESTINATION & DELIVERY	\$2095	\$2095
SKID PLATES	\$100	\$91		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

Invoice - \$59,599.80
Gov Discount - 350

MSRP INVOICE
\$64545 \$59599.80
NA NA
\$64545 \$59599.80

Dealer Mark Up + 545
59,794.80

ORDERING FIN: QR403 END USER FIN: QR403

INCENTIVES

Acc. Code ID :10 Contract/Ref #:29-6185 Bld Date :11/06/24State : OH

W.A. Jones Upfit + 61,428

DISCOUNTS:

\$-350.00

121,222.80

Title Fee + 15
\$121,237.80

final price

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

2/19/2025

City of Piqua
Attn: Brian Brookhart
859 S. Main St
Piqua, OH 45356
RE: Class 5 Equipment Package
Pricing Per Aebi Schmidt/Monroe Cooperative Purchasing Contract #06222-AEB

Snow Plow

Boss 9' 2" DXT V-Plow
Moldboard Height 30" at Center, 37.5" At Ends
11 Gauge Moldboard Thickness
(6) Torsion Style Trip Springs (3 Per Side)
(4) Extension Type Moldboard Trip Springs
(8) Vertical and (2) Diagonal Reinforcing Ribs
1/2"x6" Base Angle
SmartHitch 2 Hook Up
Heated LED Plow Lights-Standard
Enclosed Hydraulics
Chainless Lift System
Plow Operated Through SmartTouch 2 Handheld Controller
Optional Rubber Snow Deflector Included
2 Year Limited Warranty
Plow Installed 100% To Your Specifications-No Exceptions

Central Hydraulic System

Certified Power Central Hydraulic System
Hot Shift PTO or Clutch Pump (Brand Specific)
Electric Rocker Switch for Hoist
Freedom 2.2 Electric Spreader Controller
Powdercoated Steel Valve Mount Tank-Drivers Side
Stainless Steel Hydraulic Lines Run to Rear Only with JIC Style Compression Fittings
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Hydraulic System Tested and Pre-Calibrated
Final Calibration Upon Delivery
Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

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Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

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Dump Body

ITB Heavy Duty Municipal Stainless Steel Dump Body

304 Stainless Steel Construction

9' Long

19" Fixed, Double Panel Sides

23" Quick Release Tailgate

6" Sideboard Pockets

3/16" AR400 Floor

Crossmemberless Understructure-Smooth Bottom

Stainless Steel Trapezoidal Longsills

Tapered Bulkhead, No Window

Factory Set Cabshield

Factory Light Kit

Rubberized Undercoating

Dump Body Installed 100% To Your Specifications-No Exceptions

Holst

Champion CS615T Double Acting Underbody Hoist

NTEA Class 40 Hoist

Grease Zerk on All Pivot Point

Holst Installed 100% to Your Specifications-No Exceptions

Electrical

SoundOff Signal LED Strobe Package

(2) MPower Stud Mount Amber/Green Strobes Installed in Grill

(6) Amber/Green LED Strobes Installed in Cabshield-2 Forward Facing, 2 Side Facing, 2 Rear Facing

(2) Amber/Green Strobes Installed in Rear Corner Posts

(2) LED Stop/Tail/Turn-Back Up Combo Strobes Installed in Rear Corner Posts

4" 1000 Lumen ABL Spinner Light Installed Drivers Side Rear

97DB Back Up Alarm

Body Up Light and Switch

Power Distribution Panel Installed Below Center Seat

All Electrical Connections Soldered with Heat Shrink Connectors

Electrical System Installed 100% To Your Specifications-No Exceptions

Spreader

Monroe Model MS966 Under Tailgate Spreader

304 Stainless Steel Construction

1171 South Williams Dr.
Columbia City, IN 46726
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

¼" End Plates
6" Auger
Direct Drive Motor
Hydraulic Safety Interlock
Standard Left Hand Discharge
18" Self Leveling Poly Spinner Disk
Seal Saver Grease Bearing Above Spinner Motor
Stainless Steel Inside Spill Shields Installed
Spreader Installed 100% To Your Specifications-No Exceptions

Pintle Plate

½" Pintle Plate
(2) ½" D-Rings
2 ½" Receiver Tube
7 Way RV Trailer Plug

Miscellaneous

Full Radius Poly Fenders with Stainless Steel Brackets
Quick Release Rear Mudflaps Installed on Bottom Side of Dump Body
6" Oak Sideboards Painted Black
Spring Loaded Stainless Steel Shovel Holder Bolted to Sideboard on Drivers Side Of Dump Body
Chassis Rear Frame Rails Fully Undercoated
Red and White Reflective Tape On Dump Body Rub Rails and Tailgate Perimeter

TOTAL PACKAGE PRICE \$61,428.00

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbla City, IN

www.wajonestruckequipment.com

TITLE: _____

SIGNATURE: _____

PURCHASE ORDER #: _____

DATE: _____

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires a 60" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com



1171 South Williams Dr.
Columbla City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

City of PIQUA

COMMISSION AGENDA STAFF REPORT

G.8.

MEETING DATE	March 18, 2025	
REPORT TITLE	<u>Resolution No. R-39-25</u> A resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map for a 5.079-acre split from Parcel # N44-250148 to Civic (CV)	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	In January 2025, a 5.079 acre property was split from the 42.138 acre Parcel # N44-250148. Both of these properties are under the ownership of the City of Piqua. This split property, along with Parcel # N44-250148, were originally annexed into the City of Piqua in 2013 and were given an "OS" Open Space zoning designation. In 2017, the Piqua Water Plant was opened and has served the community in that location for the last 8 years. The Piqua Development Code was adopted in 2023 and multiple zoning designations were changed, including the removal of the "OS" Open Space zoning designation. Properties near these parcels were designated with alternate designations like Agriculture (AG) or Light Industrial (IL), but Parcel # N44-250148 and the subsequent split of 5.079 acres were not provided a clear zoning designation. Staff provided a report at the Planning Commission Meeting and provided options for the Planning Commission to consider, including IH - Industrial Heavy, IL - Industrial Light, and CV - Civic, that would allow for the use of the property for the intended purpose, which is Essential Services. The Planning Commission is recommending CN - Conservation for the parcel. The City of Piqua is the applicant for the case and is requesting the zoning designation on the property to meet the obligation for all parcels in the city to have a zoning designation. Since it no longer can be zoned "OS", it must have a zoning designation on the property.	
BUDGET/FINANCIAL IMPACT (Project costs and	Budgeted \$:	N/A
	Expenditure \$:	N/A

funding sources)	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	1. PC 02-25 Packet	

Resolution No. R-39-25

A resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map for a 5.079-acre split from Parcel # N44-250148 to Civic (CV)

WHEREAS, the Planning Commission made a recommendation to the City Commission for a Zoning Map Amendment to designate a 5.079-acre split from Parcel # N44-250148 as Conservation (CN); and

WHEREAS, the City Commission, in an open forum, overturned the Planning Commission recommendation, which designates the 5.079-acre split from Parcel # N44-250148 as Civic (CV).

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 Zoning Map Amendment reflected in "Exhibit A," which includes a 5.079 acre split from Parcel # N44-250148, is hereby approved with a zoning designation of Civic (CV).
- SEC. 2: The City Planner shall reflect the changes in "Exhibit A" in the official City of Piqua Zoning Map.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee
Commissioner Jim Vetter

Nay
Yah

Commissioner Paul Simmons
Commissioner Thomas Hohman
Commissioner Frank DeBrosse

Nay
Yah
Yah

RESOLUTION No. PC 02-25

WHEREAS, the City of Piqua Planning Commission has reviewed the application for rezoning a newly created 5.079-acre parcel (part of the Water Treatment Plant property identified as Parcel Number N44-250148) to Conservation area;
(cn)
and

WHEREAS, Parcel Number N44-250148 was annexed into the City of Piqua, Ohio in 2013 and provided an "OS" Open Space designation which permitted essential services; and

WHEREAS, no designation was provided for the parcel in 2023 as the new City of Piqua Development Code was adopted, and "OS" Open Space is no longer a valid zoning designation; and

WHEREAS, Parcel Number N44-250148 currently has the City of Piqua water plant as the only use, which is considered an Essential Service under the City of Piqua Development Code; and

WHEREAS, the Planning Commission finds that the rezoning application meets all applicable criteria and standards set forth in the City's zoning ordinance and is in the best interest of the City of Piqua.

NOW THEREFORE BE IT RESOLVED, board member Adam Seas hereby moves to recommend approval of the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Micah Underwood and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Bradley Bubp	☐	☐	☒	☐
Mr. Eddie Harvey	☒	☐	☐	☐
Mr. Terry Wright	☒	☐	☐	☐
Mr. Adam Seas	☒	☐	☐	☐
Mr. Micah Underwood	☒	☐	☐	☐

ATTEST: Eugene Micah
Clerk of Commission

Eddie Harvey Vice
Chairperson

Date: 2-11-25

STAFF REPORT

Planning Commission

Date: January 14, 2025
Re: PC 02-25 – Rezoning a newly created Parcel

Applicant: AES Ohio
Owner: City of Piqua

Address: 9801 SR 66
Parcel #: N44-250148

Zoning: Presently not zoned

Request: AES Ohio wishes to zone a newly created 5.079 ac. tract to “IH – Heavy Industrial”

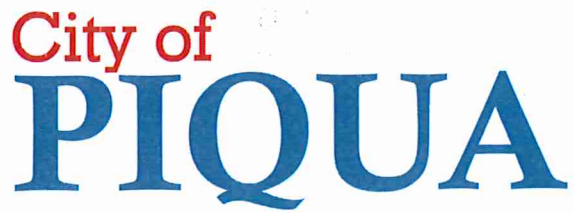
Staff Comments and Recommendations:

Overview

The applicant, AES Ohio, has requested IH-Heavy Industrial zoning for the 5.079-acre tract to be subdivided from the City’s Water Treatment Plant (WTP) property, identified as Parcel Number N44-250148. This tract will be accessed via the Hardin Road cul-de-sac and is intended for industrial use consistent with the City’s zoning ordinance.

Staff Analysis

1. Zoning Compatibility:
 - The IH-Heavy Industrial zoning designation aligns with the use described in the City’s zoning ordinance. This includes facilities involving the manufacturing or storage of dangerous, noxious, or offensive materials, or those associated with smoke, odor, noise, glare, fumes, gas, vibration, fire or explosion risk, emission of particulate matter, radiation, or other disruptive factors.
2. Impact on Adjacent Properties:
 - The proposed zoning is consistent with the area’s industrial character and does not adversely impact adjacent properties or municipal operations. Adequate buffering and distance from sensitive uses mitigate potential concerns.



Development Department

Chad Henry – City Planner
201 West Water Street Piqua, Ohio 45356
chenry@piquaoh.gov
(937) 778-2049

January 29, 2024

*** MEETING NOTICE ***

Please be advised that the Planning Commission meeting will be conducted on **Tuesday, February 11, 2024 at 6:00 PM** at 201 W. Water St. in the Commission Chambers.

Residents and others with interest in the agenda topics may attend the meeting or submit public comment on an item until noon on the day of the meeting by emailing piquapermits@piquaoh.gov. Public comments submitted by the date/time noted will be presented to the Planning Commission at the public hearing proceedings.

The agenda may be accessed by visiting the City's website using this link <https://piquaoh.gov/1614/Agendas-Minutes>.

Please contact this office if you have any questions pertaining to this notice.

A handwritten signature in blue ink that reads "Chad Henry".

Chad Henry
City Planner

**PLANNING COMMISSION AGENDA
CITY OF PIQUA, OHIO
6:00 PM – TUESDAY, JANUARY 14, 2025
MUNICIPAL GOVERNMENT COMPLEX
COMMISSION CHAMBERS – 201 W. WATER STREET**

CALL TO ORDER

Chair Comments – Opening Remarks

ROLL CALL – Clerk Calls the Roll

Meeting Minutes – January 14, 2024

OLD BUSINESS

1. RESOLUTION PC 02-25
A resolution to recommend the rezoning of the newly created parcel from Resolution PC 01-25 to “IH – Industrial Heavy”.
2. RESOLUTION PC 04-25
A resolution to recommend approval of a proposed ordinance to permit “backyard chickens”.

NEW BUSINESS

OTHER BUSINESS/ADJOURNMENT

PC 01-25	PRICE RICHARD ARNOLD & JOSEPHINE SABIJC	9911 HARDIN RD N	PIQUA	OH	45356
PC 01-25	HUTTON RANDY P (TR) & DEBRA G (TR)	10079 SR 66	PIQUA	OH	45356
PC 01-25	HUTCHERSON MICHELE (TR)	3100 W TECUMSEH CR	PIQUA	OH	45356
PC 01-25	BROWN BRITTANY A & NICHOLAS	9937 N HARDIN RD	PIQUA	OH	45356
PC 01-25	SAFREED MARK J & MELISSA J	3111 TECUMSEH CR	PIQUA	OH	45356
PC 01-25	TODD MARY L & RYAN A	3105 TECUMSEH CR	PIQUA	OH	45356
PC 01-25	STATE OF OHIO	9839 HARDIN RD	PIQUA	OH	45356
PC 01-25	HUTCHERSON CARL D & MICHELE L	9990 HARDIN RD N	PIQUA	OH	45356
PC 01-25	ROBBINS GARY L (TOD)	SR 66	PIQUA	OH	45356
PC 01-25	STEPHENS GREGORY K (TR)	4008 W DEMMING RD	PIQUA	OH	45356
PC 01-25	STATE OF OHIO	HARDIN RD R/W	PIQUA	OH	45356
PC 01-25	ROBBINS GARY L (TOD)	11255 PASCO MONTRA RD	MAPLEWOOD	OH	45340
PC 03-25	HARTMAN RUTH JACKSON	3495 EXPERIMENT F RD	PIQUA	OH	45356
PC 03-25	PIQUA MATERIALS INC	N CO RD 25A	PIQUA	OH	45356
PC 03-25	UPPER VALLEY MEDICAL CENTER	N CO RD 25A	PIQUA	OH	45356
PC 03-25	NEAL BROTHERS INC	4015 EXPERIMENT F RD	PIQUA	OH	45356
PC 03-25	BRUNS UPPER VALLEY DEVELOPMENT LLC	N CO RD 25A	PIQUA	OH	45356
PC 03-25	PIQUA MATERIALS INC	11641 MOSTELLER RD	CINCINNATI	OH	45241
PC 03-25	BRUNS UPPER VALLEY DEVELOPMENT LLC	3050 TIPP-COWLESVILLE RD	TIPP CITY	OH	45371
PC 03-25	HARTMAN RUTH JACKSON	225 KISER LN	TROY	OH	45373
PC 03-25	NEAL BROTHERS INC	1920 W ELDEAN RD	TROY	OH	45373
PC 03-25	UPPER VALLEY MEDICAL CENTER	110 N MAIN ST STE 1250	DAYTON	OH	45402
PC 03-25	BRUNS UPPER VALLEY DEVELOPMENT LLC	3050 TIPP-COWLESVILLE RD	TIPP CITY	OH	45371

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

G.9.

MEETING DATE	March 18, 2025
REPORT TITLE	<u>Resolution No. R-40-25</u> A resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map for the 37.061-acre remainder of Parcel # N44-250148 to Civic (CV)
SUBMITTED BY	Kyle Hinkelman , Director Community Services
AGENDA CLASSIFICATION	Resolution
BACKGROUND	In January 2025, a 5.079 acre property was split from the 42.138 acre Parcel # N44-250148, leaving a remainder parcel of 37.061 acres. Both of these properties are under the ownership of the City of Piqua. This split property, along with Parcel # N44-250148, were originally annexed into the City of Piqua in 2013 and were given an "OS" Open Space zoning designation. In 2017, the Piqua Water Plant was opened and has served the community in that location for the last 8 years on this parcel. The Piqua Development Code was adopted in 2023 and multiple zoning designations were changed, including the removal of the "OS" Open Space zoning designation. Properties near these parcels were designated alternate designations like Agriculture (AG) or Light Industrial (IL), but Parcel # N44-250148 and the subsequent split of 5.079 acres were not provided a clear zoning designation. Staff provided a report at the Planning Commission Meeting and made a recommendation to designate the property with a CV - Civic zoning designation, to allow for the existing and intended uses of Essential Service Facilities like water plants, water towers, pumping stations, electrical substations, and wastewater plants. There was substantial public discussion at the Planning Commission Meeting regarding the potential zoning designation, with the majority of the comments regarding the concern about future uses of the site and their potential impact on surrounding properties. After discussion, the Planning Commission recommended to deny the CV designation in a 3-1 vote, stating they wanted to see some of the 37 acres split out to allow for the remainder to be Conservation (CN).

	The City of Piqua is the applicant for the case and is requesting the zoning designation on the property to meet the obligation for all parcels in the city to have a designation. Since it can no longer be zoned "OS", it must have a zoning designation on the property.	
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 05-25 - Zoning Designation	

Resolution No. R-40-25

A resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map for the 37.061-acre remainder of Parcel # N44-250148 to Civic (CV)

WHEREAS, the Planning Commission made a recommendation to the City Commission for denial of a Zoning Map Amendment to designate a 37.061-acre remainder Parcel # N44-250148 as Civic (CV); and

WHEREAS, the City Commission, in an open forum, overturned the Planning Commission recommendation, which designates the 37.061-acre Parcel # N44-250148 as Civic (CV).

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 Zoning Map Amendment reflected in "Exhibit A," which includes a 37.061-acre remainder Parcel # N44-250148, is hereby approved with a zoning designation of Civic (CV).
- SEC. 2: The City Planner shall reflect the changes in "Exhibit A" in the official City of Piqua Zoning Map.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.



KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee

Nay

Commissioner Jim Vetter
Commissioner Paul Simmons
Commissioner Thomas Hohman
Commissioner Frank DeBrosse

Yah
Nay
Yah
Yah

RESOLUTION No. PC 05-25

WHEREAS, the City of Piqua Planning Commission has reviewed the application for rezoning a ~~42.14~~^{37.061} acre parcel (present Water Treatment Plant property identified as Parcel Number N44-250148) to CV (Civic); and

WHEREAS, the applicant, The City of Piqua, intends to utilize the rezoned parcel in a manner consistent with the uses outlined in the City's zoning ordinance for CV (Civic); and

WHEREAS, the proposed rezoning aligns with the City's comprehensive plan by providing flexible standards for adaptive reuse of civic structures and construction of new civic structures; and

WHEREAS, the parcel is suitably located and adequately distanced from residential areas, ensuring minimal conflict between industrial uses and residential neighborhoods; and

WHEREAS, the Planning Commission finds that the rezoning application meets all applicable criteria and standards set forth in the City's zoning ordinance and is in the best interest of the City of Piqua.

NOW THEREFORE BE IT RESOLVED, board member Micah Underwood hereby moves to recommend Denial of the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Terry Wright and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Bradley Bubp	☐	☒	☐	☐
Mr. Eddie Harvey	☐	☐	☐	☒
Mr. Terry Wright	☒	☐	☐	☐
Mr. Adam Seas	☒	☐	☐	☐
Mr. Micah Underwood	☒	☐	☐	☐

ATTEST: _____
Clerk of Commission

B.C. Bubp Chairperson

Date: 3/11/25

STAFF REPORT

Planning Commission

Date: March 11, 2025

Re: PC 05-25 – Rezoning a Parcel

Applicant: City of Piqua

Owner: City of Piqua

Address: 9801 SR 66

Parcel #: N44-250148

Zoning: OS – 'Open Space'

Request: The City of Piqua wishes to zone a 42.14 ac. tract to "CV - Civic"

Staff Comments and Recommendations:

Background:

The subject parcel, currently undesignated, is occupied by the existing Water Treatment Plant, a critical public utility serving the community. A previous proposal to zone the parcel as "IH - Heavy Industrial" was not recommended, as it was perceived to not align with the site's established use or the City's long-term planning objectives. Staff now recommends zoning the parcel as "CV - Civic" to formalize its current operation and support future public use needs.

Proposed Zoning: CV – Civic

The "CV - Civic" zoning district is designed to accommodate public and institutional uses, such as government facilities, utilities, and community services. Applying this designation to the parcel would:

1. **Legitimize Existing Use:** Officially recognize the Water Treatment Plant as a lawful use, ensuring compliance with zoning regulations.
2. **Allow Expansion:** Permit potential upgrades or expansion of the plant to meet growing utility demands, consistent with its role as an essential public service.
3. **Restrict Incompatible Uses:** Prohibit heavy industrial activities (e.g., manufacturing or processing) that could conflict with the site's civic purpose, surrounding land uses, or environmental considerations.

STAFF REPORT

Analysis:

- **Current Use:** The Water Treatment Plant has operated effectively on the parcel, providing vital water services without adverse impacts on adjacent properties.
- **Consistency with Planning Goals:** The "CV - Civic" zoning aligns with the City's objectives to support infrastructure and public welfare.
- **Community Benefit:** Formalizing this zoning ensures the continued provision of safe, reliable water treatment while allowing flexibility for future public needs.
- **Comparison to IH Zoning:** Unlike "IH - Heavy Industrial," which could introduce noise, traffic, or pollution incompatible with the area, "CV - Civic" maintains the parcel's focus on public utility functions.

Recommendation:

Staff recommends **approval** of the "CV - Civic" zoning designation for the parcel. This zoning appropriately reflects the Water Treatment Plant's existing and intended use, supports potential expansion as a public utility, and precludes heavy industrial development that could disrupt the site's civic role. We respectfully request the Planning Commission forward this recommendation to the City Council for final adoption.

HOW TO APPLY FOR A ZONING DESIGNATION REQUEST

1. To have an item placed on the agenda, site plans and application materials may be submitted to piquapermits@piquaoh.gov no later than 5:00 P.M. four weeks prior to the scheduled meeting date. Please include the following:
 - Completed application form with the name of person or persons requesting the Zoning Change, stating their legal interest in the property and names of all interested persons;
 - Site plan of the lot showing proposed use, drawn to accurate scale, showing all pertinent information pertaining to the Zoning Change;
 - \$150.00 Application Fee to be paid at time of submittal.
2. Piqua Planning Commission will conduct a public hearing; and take final action at its regularly scheduled meeting, the second Tuesday of each month.
3. All items must be received in the Planning & Zoning office no later than 5:00 P.M. four weeks prior to the scheduled meeting date.

SUBMITTAL REQUIREMENT CHECKLIST

☒ Application	☐ Lot Plan (Show existing and proposed zoning)	☐ \$150 Fee (Cash or Check)
--	---	--

APPLICANT INFORMATION		☒ Primary Contact	☐ Billing Contact
First Last Name:			
Contact Person First Last Name:			
Mailing Address:			
Phone Number:		Email:	
Type of legal interest held by applicant:			
OWNER INFORMATION			
First Last Name: City of Piqua			
Mailing Address: 201 W. Water Street, Piqua OH 45356			
Phone Number: (937) 778-2049		Email: chenry@piquaoh.gov	



Zoning Designation Request
Application

LOCATION DETAILS

Street Address: 9801 SR 66

Parcel ID Number: N44-250148

Existing Zoning District: OS - Open Space

Proposed Zoning District: CV - Civic

PROJECT INFORMATION - Attach additional page(s) if necessary.

Briefly describe the reason for the requested zoning change:

The City of Piqua are applying to zone this parcel 'CV - Civic' following an earlier attempt to zone it 'IH - Heavy Industrial,' which was not recommended. The 'CV - Civic' designation aligns with the parcel's intended use, enabling the City and essential utility services to operate lawfully and effectively on the site.

ACKNOWLEDGMENT AND AUTHORIZATION

The undersigned acknowledges that the information provided herein is accurate to the fullest extent of their knowledge.

Chad D. Henry

February 21, 2025

Applicant Name

Date

City Planner

Applicant Signature

Title



City of
PIQUA COMMISSION AGENDA
STAFF REPORT

G.10.

MEETING DATE	March 18, 2025	
REPORT TITLE	<u>Resolution No. R-41-25</u> A resolution authorizing the City Manager to sign an amendment to the contract with the city's accounting system provider Springbrook to purchase an upgrade to the accounting system	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	In 2024, the Commission passed Resolution R-134-24 authorizing the City Manager to enter into a contract with Springbrook, the City's accounting system provider, for a major upgrade to the system. It was discovered after the contract was executed that the project's management module had been inadvertently excluded from the contract. The module is currently included in the system and is used to track and account for various projects. Finance staff are also studying how we can expand use of the module to provide a more efficient process for tracking and accounting for grants. Due to the exclusion of the module from the original contract, Springbrook is not charging for the module in 2025. The additional cost for the module will begin in 2026. However, we will be able to continue using the module in 2025.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$0
	Expenditure \$:	The price of the module is \$4,750 and the additional cost to the contract will not be applied in 2025. Any change to that price from year to year will be according to the terms in the original contract as discussed and approved in Resolution R-134-24.
	Source of Funds:	Various funds through the Information Technology Fund
	Narrative:	
ATTACHMENTS	1. Project Management Module	

Resolution No. R-41-25

A resolution authorizing the City Manager to sign an amendment to the contract with the city's accounting system provider Springbrook to purchase an upgrade to the accounting system

WHEREAS, the City Commission approved Resolution R-134-24 to provide authority for the City Manager to enter into a contract with Springbrook, the City's accounting system provider, for an upgrade to the system, and;

WHEREAS, the project's management module was inadvertently excluded from the contract, and the omission was not discovered until after the contract was executed, and;

WHEREAS, the City currently utilizes the module and needs to continue using the module in the future to properly track and account for projects.

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

SEC. 1: The City Manager is hereby authorized to sign an amendment to the contract with Springbrook to purchase the projects management module to be included in the upgrade to the City's accounting system.

SEC. 2: There will be no charge for the module in 2025 as a courtesy from Springbrook. The cost of the module is \$4,750 per year and will be added to the subscription contract for 2026 and included in the 2026 budget.

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


KRIS LEE, MAYOR

PASSED: 3.18.2025

ATTEST: Melissa Kinney
CLERK OF COMMISSION

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

Mayor Kris Lee
Commissioner Jim Vetter

Yah
Yah

Commissioner Paul Simmons
Commissioner Thomas Hohman
Commissioner Frank DeBrosse

Yah
Yah
Yah

Order Form: Q-36926-1
Date: 2/13/2025, 7:21 PM
Expires On: 3/30/2025

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
Jerry O'Brien
City of Piqua, OH
201 W. Water Street
Piqua, Ohio 45356
jobrien@piquaoh.gov

Bill To:
Piqua, OH - City of Accounts Payable
City of Piqua, OH
201 W. Water Street
Piqua, Ohio 45356
jobrien@piquaoh.gov

Account Manager	E-mail	Phone Number	Payment Terms
Jessica Manfre	jessica.manfre@sprbrk.com	(954) 866-8111	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Project Management Subscription	USD 5,450.00	1	12.844	USD 4,750.00
Annual Product Pricing Total:				USD 4,750.00

Grand Total: USD 4,750.00

* excludes applicable sales tax

Order Details

Customer Name: City of Piqua, OH

Customer Contact: Jerry O'Brien

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Subscriptions, Maintenance, and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Estimated Time and Material Professional Services, On-Site Professional Services, and Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Term.

Implementation Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

Special Order Terms

Special Order Terms (if any):

Annual Subscription fee billing to commence January 1, 2026 with customers annual renewal

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

City of Piqua, OH

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____