



PIQUA CITY COMMISSION REGULAR MEETING

TUESDAY, JUNE 17, 2025

5:30 PM

COMMISSION CHAMBER - 2ND FLOOR

201 WEST WATER STREET

PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION

EXECUTIVE SESSION

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

ADJOURNMENT FROM EXECUTIVE SESSION

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

- 1) Rules of Conduct

PRESENTATION

- 1) The Fire Committee will be providing an update.

CONSENT AGENDA

- 1) **Approval of Minutes**
Approval of the Minutes from the June 3, 2025, Regular City Commission Meeting
- 2) **Resolution No. R-74-25**
A resolution appointing a member to the Park Board
- 3) **Resolution No. R-75-25**
A resolution appointing a member to the Board of Zoning Appeals
- 4) **Resolution No. R-76-25**
A resolution to transfer ownership in an issued liquor permit for Bing's Place, Inc. 401 Weber St., Piqua, OH 45356.

NEW BUSINESS

- 1) **Resolution R-77-25**

A resolution to authorize the City Manager to enter into a purchase / sale agreement with Hutton Piqua for land described in Exhibit A.

2) Resolution R-78-25

A resolution approving the Community Development Block Grant (CDBG) Community Development Allocation program Application for program year 2025 and authorizing the City Manager to submit the application to the Ohio Development Services Agency, Office of Community Development

3) Resolution No. R-79-25

A Resolution amending the boundaries of Piqua Community Reinvestment Area III to include additional property.

4) Resolution No. R-80-25

A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the calendar year 2026 and draft Appropriation Ordinance.

5) Ordinance No. O-9-25 (1st Reading)

An Emergency Ordinance Enacting And Adopting A Supplement To The Code Of Ordinances For The City Of Piqua.

6) Ordinance No. O-10-25 (1st Reading)

An Ordinance to amend Title XV: Land Usage, Piqua Development Code

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, JUNE 3, 2025

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Hohman made a motion to excuse Mayor Lee. Commissioner Simmons seconded. All in favor. Motion carried. Commissioner Vetter stepped in to lead the meeting.

MOTION TO APPROVE BUSINESS AGENDA

Commissioner Hohman made motion. Commissioner Simmons seconded. Motion carried.

- 1) Rules of Conduct

CONSENT AGENDA

- 1) **Approval of Minutes**

Approval of the Minutes from the May 20, 2025, Regular City Commission Meeting

Commissioner Hohman made a motion to approve the Minutes from the Regular Commission Meeting on May 20, 2025 as well as the Executive Sessions held on May 29, 2025 and June 2, 2025. Commissioner DeBrosse seconded. All in favor. Motion carried.

- 2) **Resolution No. R-65-25**

A resolution of appreciation for the public service of William D. Weaver as a city employee

Commissioner Hohman read the resolution of appreciation to William J. Weaver. Mr. Weaver was not present to receive it.

- 3) **Resolution No. R-66-25**

A resolution of appreciation for the public service of Alan J. Barga as a city employee

Commissioner DeBrosse read the resolution of appreciation for Alan J Barga. Mr. Barga was not present to receive it. Commissioner Vetter recommended combining both resolutions into a single vote. Commissioner Hohman made the motion to approve resolutions R-65-25 and R-66-25.

Commissioner DeBrosse seconded. All in favor. Motion carried.

NEW BUSINESS

1) Resolution No. R-63-25

A resolution authorizing the police department to enter into an agreement with Motorola Solutions for the purchase of new Body Worn Cameras.

Presented by Police Chief Rick Byron to purchase 25 new body worn cameras as current are obsolete. As of now there are 7 out of service due to inability to repair. A grant has been applied for to cover part of the funding necessary. Citizen Kim Heisler had question as to the expense annually for cloud based storage and if that includes the set up of the cameras. Chief Byron explained that price is included as there is no installation fee. Commissioner Simmons made motion to approve. Commissioner Hohman seconded. All in favor. Motion carried.

2) Resolution No. R-67-25

A resolution authorizing the City Manager to sell a 5.079 acre parcel of land, at 9801 SR 66, Piqua, OH to AES Ohio.

Kevin Krejny presented this and Resolution R-68-25 together as a resolution that had began in 2022. Commissioner Simmons asked what the zoning was for this property and it is Civic. It was originally recommended to be Conservation due to done of the endangered species of wildlife. Commissioner DeBrosse asked if this is to replace old lines and transformers. Kevin confirmed the current system is approximately 50 years old. This can also set the community infrastructure up for future growth. Commissioner DeBrosse clarified this land is also the closest to the current AES main line. Citizen Brittany Brown spoke as a resident that lives adjacent to this land. Requesting the city not sell the land. She and her neighbors submitted materials previously about electro magnetic fields. Expressed dissatisfaction with the current commission and city management not taking citizens opinions into account. Kim Heisler referenced the solar panels and that the citizens thought there would be some benefit to their bills. Ms. Heisler alluded to the city ability to sustain all the debt it is taking on if the growth that is anticipated does not happen. Can the city get an independent third party to do the testing on the water quality and ground quality. Is it possible can AES provide an alternate source to store batteries should they have them. Richard Price has a home located next to water treatment plant. Was assured there would be a greenspace. Will not be able to live comfortably in his own home. He will be surrounded on either side of his home, rendering it devalued. Has drainage problems already due to the water treatment plant. Emphasized Washington Twp and the Planning and Zoning Board did not approve this. Nick Mahrt agreed with the sentiment of the residents affected by this project. Lastly, Jeff Grimes addressed Commissioner Hohman directly as to if he would want a substation next to his own home. Commissioner Vetter let him know this is his time for comment. Mr. Grimes erroneously stated that the meetings are not being recorded. Mr. Grimes then asked how much the property is being sold for. Commissioner Hohman made a motion to approve resolution. Commissioner DeBrosse seconded. Commissioner Simmons voted against. Commissioner Vetter voted to approve. Roll call vote was requested by Commissioner Hohman. Commissioners Hohman, DeBrosse and Vetter voted yes. Commissioner Simmons voted no. Motion passed.

3) Resolution No. R-68-25

A Resolution authorizing the City Manager to enter into a lease of land agreement, with AMP Transmission, LLC. for power system improvements

As Kevin Krejny had presented both Resolution R-67-25 and R-68-25 together, this went right to public comment. Citizen Richard Price presented a recording of inside his living room the sound coming from the water treatment plant. Suggested there are 30 acres south of this location that could be utilized for this project with no homes in the vicinity. Suggested the city offer to buy the homes impacted by this deal. Kim Heisler deferred her comment time. Jeff Grimes left. Brittany Brown came and addressed the whole commission to ask why they cannot answer questions directly. She did ask if any of the commissioner if their residents wanted this power plant. Commissioner Simmons answered he had not heard yes from anyone. Commissioner DeBrosse addressed Ms. Brown that he has heard from many that they are frustrated by the lack of growth. He did also affirm that he can understand her position as nobody wants this in their neighborhood. Commissioner Hohman made a motion to approve the motion. Commissioner Simmons requested a roll call vote. Commissioner DeBrosse and Commissioner Vetter voted yes. Commissioner Simmons voted no. Motion carried.

4) Resolution No. R-69-25

A resolution to authorize the City Manager to enter into a Stormwater Easement Agreement and have said agreement recorded.

There were no Commissioner or public comments on this issue. Commissioner Hohman made a motion to approve. Commissioner Simmons requested a roll call vote. Commissioner Vetter voted yes, Commissioner Simmons voted no, Commissioner Hohman voted yes and Commissioner DeBrosse voted yes. The motion was approved.

5) Resolution No. R-70-25

A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2025 ADA Curb Ramp Program.

Kenton Kiser presented for the 2025 ADA curb ramp project. Will also be replacing catch basins as well. Commissioner Hohman asked how this will assist handicapped citizens. It will remove water and trip hazards. How are these audited? These were reviewed as required by Federal Law. The regulations have changed over the years and some are no longer compliant. No public comment. Commissioner Hohman moved to approve. Commissioner DeBrosse seconded. All in favor. Motion carried.

6) Resolution No. R-71-25

A resolution awarding a contract to Walls Bros. Asphalt Co. for the 2025 Pavement Program - Mill and Overlay Project.

Kenton Kiser presented this as well. Commissioner Vetter asked what the anticipated start dates are? The ADA project is June to mid-August and the street project is August to October. No public comment. Commissioner Hohman made a motion to approve. Commissioner DeBrosse seconded. All in favor. Motion approved.

7) Resolution No. R-72-25

A resolution of authorization by the City Commission to submit a grant application to the state-funded program Nature Works for an upgrade in playground equipment at Fountain Park

Paul Oberdorfer presented for Amy Welker. The current playground does not meet ADA guidelines. This is to authorize the city to apply for a grant to offset the cost to bring the equipment up to compliance. Commissioner DeBrosse asked if this is a grant requiring the city match the funds awarded. No. Commissioner Simmons asked if the grant application has already been applied for. It has this is to authorize next steps. No public comment. Commissioner Hohman made a motion to approve the resolution. Commissioner Simmons seconded. All in favor. Motion carried.

8) Resolution No. R-73-25

A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2026 and draft Appropriation Ordinance.

Presented by Jerry O'Brien just sets the next commission meeting on June 17 as the only date available to bring before the commission for approval. No Commissioner questions. No public comments. Motion to approve by Commissioner Simmons. Seconded by Commissioner DeBrosse. All in favor. Motion carried.

COMMISSIONERS COMMENTS

Commissioner Simmons expressed disappointment that a public records request for city employees shooting batteries with guns was denied personally, by the City Manager, as being overly broad. He explained that he voted no to a few of the resolutions brought forward this evening, because he no longer has any faith or trust in the City Manager.

Commissioner Hohman listed community events June 14 cars and coffee at 9 am to noon 1245 E Ash St., June 21 A Heart for Veterans Gala at R.M. Davis Parkway. Lastly, Piqua Fest and car show on July 4th at 987 E Ash St.

Commissioner DeBrosse keep an eye out for kids as school is out. Keep an eye out for motorcycles. Commissioner Vetter spoke on street light project is ongoing.

Commissioner Simmons made a motion to adjourn. Commissioner Hohman seconded.

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.)

KRIS LEE, MAYOR

PASSED:

ATTEST:

COMMISSION CLERK

Resolution No. R-74-25
A resolution appointing a member to the Park Board

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

- SEC. 1: Alan Subler is hereby appointed as a member of the Park Board to fill an opening with a term ending on March 1, 2030, or until a 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: _____

ATTEST: _____
CLERK OF COMMISSION

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

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

City of PIQUA

DATE: May 29, 2025

TO: Amy Welker

RE: Park Board

APPLICANT	RENEWAL	NEW	RECOMMENDED	REASON
Alan Subler		X	YES ☒ NO ☐	
			YES ☐ NO ☐	
			YES ☐ NO ☐	

Sent to Commissioners _____

Resolution prepared _____

Melissa Kinney

From: noreply@formstack.com
Sent: Friday, May 16, 2025 6:05 PM
To: Diana Tamplin; Melissa Kinney
Subject: Board/Committee Application

✓
OK



Formstack Submission For: Board/Committee Application (Newest)

Submitted at 05/16/25 6:05 PM

Name::	Alan Subler
Address::	1416 Jed Way Piqua, OH 45356
Home Phone::	(937) 538-7057
Work Phone::	(937) 538-7057
Email::	sublerhouse@gmail.com
Board or Committee Applying for: (Please apply for one board only):	Park Board
Length of Residence in City of Piqua-City Limits::	4 years
Registered Voter::	Yes
Have you ever been convicted of a felony?:	No
Education Background::	High School Upper valley Career center
Civic and Professional Activities::	16 years fire/ems

Background, Experience and Interest relative to the appointment to a City Board/Committee::

Was elected council memeber

I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::

Yes

How did you find out about this position?:

Social Media

Upload your Resume::

Upload a cover letter (Optional)::

Additional Information :

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

**Formstack Submission For: [Board/Committee Application \(Newest\)](#)**

Submitted at 05/28/25 10:07 AM

Name:: Kirby King**Address::****Home Phone::****Work Phone::****Email::****Board or Committee
Applying for: (Please apply
for one board only):**

Board of Zoning Appeals

**Length of Residence in
City of Piqua-City Limits::**

51 years

Registered Voter::

Yes

**Have you ever been
convicted of a felony?:**

No

Education Background::

- Senior Project Coordinator, Montgomery County Facilities Department
- Associates of Civil Engineering, Edison State

	Community College - Star 12 Professional Skill Path - Project Management Institute
Civic and Professional Activities::	- Senior Project Coordinator, Montgomery County Facilities Department - Montgomery County Solid Waste Steering Committee - Shelby County Leadership Program
Background, Experience and Interest relative to the appointment to a City Board/Committee::	- 33 years as a government employee for Montgomery County, City of Piqua, and City of Sidney - Currently employed at Montgomery County as a Senior Project Coordinator managing Capital Improvement projects for all Montgomery County facilities Related Experience - Former Code Enforcement Officer and Assisted Zoning Director, City of Sidney - Review applications submitted to ZBA - Research and draft proposals to modifications of local ordinances - Enforce Municipal Ordinances - City Council and ZBA presentations
I certify that I am a U.S. citizen, permanent resident, or a foreign national with authorization to work in the United States::	Yes
How did you find out about this position?:	Social Media

Upload your Resume::

[View File](#)

**Upload a cover letter
(Optional)::**

Additional Information :

I have spent my entire career working for the local government. In that time, I have worked with the ZBA and various Boards in Municipal and County organizations. I would like the opportunity to utilize my experiences and knowledge to help the City of Piqua in any way possible. I was born and raised in the community and have a large family presence. I take great pride in that.

Thank you for the opportunity to apply for the ZBA position. I look forward to discussing my qualifications with you further.

Sincerely,
Kirby King



Resolution No. R-75-25

A resolution appointing a member to the Board of Zoning Appeals

WHEREAS, Debbie Stein resigned from the Board of Zoning Appeals on March 24, 2025 and her term on the Board of Zoning Appeals needs to be fulfilled through March 1, 2028; and

WHEREAS, the City of Piqua opened up applications to qualified residents of the city to fill the position on the Board of Zoning Appeals and Kirby King applied providing his experience and interest in the Board; and

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

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

SEC. 1: Debbie Stein's resignation from the Board of Zoning Appeals on March 24, 2025 is accepted and her position is considered vacated.

SEC. 2: Kirby King is hereby appointed as a member of the City of Piqua Board of Zoning Appeals to complete the vacant existing term that will end March 1, 2028, or until his successor is confirmed and qualified.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

Mayor Kris Lee _____

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

Resolution No. R-76-25

A resolution to transfer ownership in an issued liquor permit for Bing's Place, Inc. 401 Weber St., Piqua, OH 45356.

WHEREAS, Chapter 4303 of the Ohio Revised Code authorizes the Ohio Division of Liquor Control to issue liquor permits within the state of Ohio; and

WHEREAS, Chapter 4303 of the Ohio Revised Code authorities the legislative authority of a municipal corporation to object to the issuance, transfer, or renewal of a liquor permit within the limits of such municipal corporation and request a hearing thereon, and

WHEREAS, the Piqua City Commission has received from the Ohio Division of Liquor Control an application for the change of stock ownership in Bing's Place, Inc. located at 401 Weber St., Piqua, OH 45356, to include 50% ownership to Eula Gunnerman and 50% ownership to Rocky Gunnerman.

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

- SEC. 1: The City Commission of the City of Piqua has no objection to this liquor permit and does not request a hearing.
- SEC. 2: The legislative notice will be sent by the Clerk of Commission to the Ohio Division of Liquor Control no later than June 30, 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: _____

ATTEST: _____
CLERK OF COMMISSION

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

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

(Division Use Only: Name: _____)
OHIO DIV. LIQUOR CONTROL
LICENSING SCAN RM 1-A

2025 APR 28 AM 10:16

SECTION A – Issued Permit Holder Information

*Issued Permit Holder's Business Name as listed on the issued permit: Bing's Place, Inc.		*Issued Permit Holder #: 0711838	
*Permit Premises Address: 401 Weber Street		*Is Permit Holder an Agency Store? ☐ YES ☒ NO If YES, what is the assigned agency # _____	
*Township (if premises is outside city limits):	*City: Piqua	*Zip Code: 45356	*County: Miami
*Contact Name: Rocky L. Gunnerman		*Who will be the Primary Contact for this Application: ☒ Contact Listed ☐ Attorney Listed Below	
Phone: 937-638-1502		*Business Phone: 937-773-9157	
*Primary Contact's Email Address: BING4161@ME.COM			
*Attorney Information (if applicable)		Name:	
Address: 210 W. Main St.	City: Troy	State: OH	Zip Code: 45373
Attorney Email Address: SWOLEY@OUNS.ANATTORNEY.COM		Phone #: 937 339 0511	

SECTION B – Corporate Ownership Description

1. * List the **CURRENT 5% or more** owners in the issued permit as currently disclosed to us – Not sure who/what we have on record? Go to com.ohio.gov/liquorinfo (select “[who has a disclosed ownership interest in a particular liquor permit](#)” tab and enter the permit number listed on your issued permit).

	Person or Company Name	Current # of Shares Held
1	EULA GUNNERMAN	50.00
2		
3		
4		
5		

2. * List the **NEW/REVISED 5% or more** owners as they should be listed in the issued permit **AFTER** the change. (Note, depending on your proposed change its possible that some individuals might be listed above and below.) Any real persons **MUST** be at least 21 years of age. In addition to filling out the below information, please submit an updated [Officer/Shareholder Disclosure Form](#) (OR com.ohio.gov/requiredforms - select form #4030) that matches the “**NEW/REVISED**” information below.

	Person or Company Name	Revised # of Shares Held
1	ROCKY L. GUNNERMAN	50.00
2		
3		
4		
5		

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

(614)644-2360 FAX(614)644-3166

TO

0711838		STCK		BINGS PLACE INC 401 WEBER ST EXCLDS SE STORAGE RM PIQUA OH 45356	
PERMIT NUMBER		TYPE			
ISSUE DATE					
04 18 2024					
FILING DATE					
D5		PERMIT CLASSES			
55	077	A	E13736		
TAX DISTRICT		RECEIPT NO.			

FROM 05/28/2025

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 05/28/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN 06/30/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A STCK 0711838**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)~ ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF PIQUA CITY COUNCIL
201 W WATER ST
PIQUA OHIO 45356



DATE: June 3, 2025

TO: City of Piqua – Chief of Police Rick Byron
City of Piqua – Law Director Ryan Spitzer
City of Piqua – Economic Development Director Chris Schmiesing

From: Kim Hughes, City of Piqua – Clerk of Commission

LIQUOR PERMIT APPLICATION

Please review the attached application to transfer ownership in an issued liquor permit for Bing’s Place, Inc. 401 Weber Street, Piqua, Ohio, 45356 and give me your comments. Ownership shall be 50% to Eula Gunnerman and 50% to Rocky Gunnerman.

The attached notice was received in the Clerk of Commission Office on June 3, 2025, with notification due to the Ohio Division of Liquor Control no later than June 30, 2025.

	Objects	No Objections
Chief of Police Rick Byron	_____	_____✓
Law Director Ryan Spitzer	_____	_____✓
Economic Development Director Chris Schmiesing	_____	_____✓

	Objects	No Objections
Mayor Lee	_____	_____
Commissioner DeBrosse	_____	_____
Commissioner Homan	_____	_____
Commissioner Simmons	_____	_____
Commissioner Vetter	_____	_____

City of PIQUA

COMMISSION AGENDA STAFF REPORT

K.1.

MEETING DATE	June 17, 2025	
REPORT TITLE	<u>Resolution R-77-25</u> A resolution to authorize the City Manager to enter into a purchase / sale agreement with Hutton Piqua for land described in Exhibit A.	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	As part of a potential development property consolidation, Hutton Piqua OH ST, LLC, wishes to remove an existing access easement and purchase that property to accommodate their ability to create a single parcel. The City of Piqua Law Director has reviewed the requested action and has determined that the attached contract is appropriate. The city will receive separate access to the existing water tower, which meets the needs of the Utilities Department, with no negative impacts to services.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	None	

**CONTRACT TO BUY AND SELL REAL PROPERTY
(Vacant Land)**

THIS CONTRACT TO BUY AND SELL REAL PROPERTY (“Contract”) is made as of the Effective Date, between Buyer and Seller.

1. Defined Terms. The following defined terms are used herein:

- a. Buyer: Hutton Piqua OH ST, LLC, a Ohio limited liability company.
- b. Seller: City of Piqua, an Ohio municipality.
- c. Land: The land legally described and/or depicted on Exhibit A attached hereto, located in Piqua, Miami County, Ohio. The street address of the Land is N/A. The Land contains approximately 0.52 acres.
- d. Property: The Land together with the interests, easements, rights, entitlements, benefits, improvements and fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto.
- e. Seller’s Retained Property: The real property (if any) described and/or depicted in Exhibit C attached hereto.
- f. Purchase Price: \$10.00. In addition to the Purchase Price, the consideration for the shall include the Buyer’s obligation to undertake and complete certain improvements, as more specifically described in Exhibit E (the “Improvements”). The parties agree that the value of the Improvements together with the Purchase Price constitute the full consideration for the conveyance of the Property by Seller to Buyer.
- g. Earnest Money: \$10.00 plus such additional amounts as may be deposited as Earnest Money pursuant to this Contract, plus accrued interest on such amounts.
- h. Intentionally deleted.
- i. Effective Date: The date on which this Contract has been executed by both Seller and Buyer, as evidenced by the dates set forth below the signature of each party, or the date of the last revision or change to the terms hereof agreed to by both parties as evidenced by the initials of both the Buyer and Seller, whichever comes later in time. In the event that the Contract is executed by the Buyer and Seller prior to the point that any municipal formalities or votes necessary for its final approval by Seller are undertaken, the Effective Date shall be the date that any such municipal formalities are finalized such that the Contract is binding upon the Seller.
- j. Inspection Period: The 360-day period commencing on the first full day after the Effective Date. The Inspection Period may be extended as set forth in Exhibit B.
- k. Buyer’s Client: Buyer’s intended tenant or purchaser of the Property (if any).
- l. Title Company:
Newmark Title Services
Attn: Michael Dyas
150 E. Broad Street, 5th Floor
Columbus, OH 43215
614-535-7201
Email: Michael.Dyas@NMRK.com
- m. Title Policy: An ALTA 2021 form of Owner’s Policy of Title Insurance, with “extended coverage” (i.e., the deletion of the so-called “standard exceptions” and issuance of a comprehensive endorsement).
- n. Closing: The consummation of the sale of the Property by Seller to Buyer.
- o. Closing Date: The day on which the Closing occurs. The Closing Date shall be a business day specified by Buyer within 30 days after the end of the Inspection Period.

- p. Seller's Broker: NA.
- q. Buyer's Broker: NAI Bergman.
- r. Execution Deadline: TBD and in accordance with Section R of the Contract.
- s. Seller's Notice Addresses:

City of Piqua
201 West Water Street
Piqua, OH 45356
Email: khinkelman@piquaoh.gov
Telephone: 937.778.2049

- t. Buyer's Notice Addresses:

Hutton Piqua OH ST, LLC
Attn: Cody Mora
736 Cherry Street
Chattanooga, TN 37402
Email: cmora@hutton.build
Telephone: 423-756-9267

Hutton Piqua OH ST, LLC
Attn: General Counsel
736 Cherry Street
Chattanooga, TN 37402
Email: legalnotices@hutton.build
Telephone: (423) 756-9267

2. Agreement. Buyer agrees to buy, and Seller agrees to sell, the Property on the terms and conditions set forth in this Contract.

3. Terms. The Purchase Price shall be payable by Buyer to Seller in cash at Closing. Buyer shall deposit the Earnest Money with Title Company within 5 business days after the Effective Date. The Earnest Money shall be applied to the Purchase Price due at Closing. In the event of a termination of this Contract pursuant to a termination right provided herein, or a default under this Contract, the Earnest Money shall be paid or delivered as provided herein. Otherwise, the Earnest Money shall become non-refundable (but remain applicable to the Purchase Price) at the end of the Inspection Period.

4. Seller's Deliveries; Inspections; Cooperation.

- a. **Seller's Deliveries.** Within 5 business days after the Effective Date, if not already delivered to Buyer, Seller shall deliver to Buyer copies of all information in Seller's possession or control relating to the Property, including without limitation, title insurance commitments and policies, surveys, geotechnical and environmental reports, plats and other recorded documents and instruments, permits and licenses, and leases.
- b. **Inspections; Signage.** Buyer may, at Buyer's expense except as may be otherwise expressly provided herein, enter upon the Property at any time after the Effective Date to perform (or to have third parties engaged by Buyer perform) such inspections and studies as Buyer deems necessary; such inspections may include testing of the physical condition of the Property or surveying the Property. Subject to local signage code, at Buyer's option, Buyer may install a "Coming Soon" sign on the Property, including the name of Buyer's Client and/or leasing and other marketing signs advertising Buyer's development of the Property. If Closing does not occur, Buyer shall remove the sign from the Property within 5 business days after the expiration or termination of this Contract, and Buyer shall restore the Property to its prior condition. Buyer shall indemnify, defend and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by Buyer's inspection activities or installation of signage. This indemnity includes Seller's right to recover all costs and expenses (including reasonable attorneys' fees) incurred by Seller to defend against any such liability, damage, cost or expense. The provisions of this paragraph shall survive the termination of this Contract.

- c. **Cooperation.** Seller shall cooperate, as reasonably requested by Buyer but at no expense to Seller, in connection with the submittal of any applications for governmental or third party approvals or consents that Buyer deems necessary in connection with the intended development and use of the Property. Without limiting Seller's obligations hereunder, simultaneous with the execution of this Contract, Seller shall execute and deliver to Buyer the Affidavit of Agency in the form attached hereto as Exhibit D. If necessary to obtain approval of and record a subdivision plat that includes the Property, Seller shall, within 10 days after request by Buyer, pay the real estate taxes due or accrued in connection with Seller's property included within such subdivision plat.

5. Inspection Period; As-Is Conveyance. Except as may be otherwise expressly provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, and Buyer shall rely upon its own inspection and investigation in determining whether to proceed with this transaction. Buyer shall have the right to investigate all matters relevant to the intended development and use of the Property, including without limitation the physical condition of the Property, wetland maps, utility service availability, access, geotechnical and environmental conditions, entitlements, and any other matters deemed relevant by Buyer. Buyer shall also use commercially reasonable efforts to obtain any governmental or third-party approvals or consents deemed necessary by Buyer in its sole discretion to enable Buyer or Buyer's Client to develop and use the Property for the intended purpose. If any environmental testing, wetland investigation, geotechnical testing, or soil testing reveals the presence of any contaminants or other condition warranting further investigation, Buyer shall have the right to extend the Inspection Period for a period of 60 days to further investigate, delineate, test and/or monitor the Premises as desired in Buyer's sole discretion. If Buyer determines in its sole discretion that the Property is not suitable for Buyer's intended purposes, or if Buyer is unable to obtain the necessary approvals and/or consents, then Buyer may terminate this Contract by written notice to Seller prior to the end of the Inspection Period. Upon such termination, the Earnest Money shall be returned to Buyer.

6. Title. Buyer may, at Buyer's expense (subject to the Survey Reimbursement), obtain a commitment for the issuance of an owner's policy of title insurance and/or a survey of the Property (the "Title Evidence"). Buyer may object to any matter(s) shown in the Title Evidence by written notice to Seller prior to the end of the Inspection Period (the "Objection Notice"). Seller shall, within 10 business days after receipt of an Objection Notice, give written notice to Buyer concerning whether Seller will elect to cure the matter(s) set forth in the Objection Notice. If Seller elects to cure, Seller shall cure the matter(s) set forth in the Objection Notice as soon as reasonably practicable but no later than Closing. Notwithstanding the foregoing, Seller shall be obligated to cure any matters shown in the Title Evidence that are (i) monetary liens or encumbrances, such as mortgages or mechanics' liens, created or assumed, or consented to, by Seller, or (ii) any matters created or caused by Seller on or after the Effective Date (the "Mandatory Cure Items"). In the event that any update to the title commitment or survey discloses a new matter affecting title, Buyer may object to such new matter by written notice to Seller (a "Supplemental Objection Notice") within 10 business days' after Buyer is first notified of such matter, and the time periods set forth above for Seller's election to cure and completion of cure shall apply to any new matters identified in a Supplemental Objection Notice.

If Seller elects not to cure any matter, then Buyer may, at its option, terminate this Contract or waive the objection to such matter. If Buyer elects to terminate, the Earnest Money shall be paid to Buyer.

Each matter set forth in Schedule B-2 of the title commitment to which Buyer does not object or as to which Buyer waives its objection (other than Mandatory Cure Items) shall be a "Permitted Exception." Seller shall satisfy, at or prior to Closing, all of the requirements set forth in the title commitment relating to Seller's authority to convey the Property.

7. Seller's Representations and Covenants.

a. Seller's Representations. Seller represents and warrants to Buyer that, to the knowledge of Seller, except as listed in the "Special Matters" section of Exhibit B attached hereto:

i. There are no rights of first refusal, options or unexpired purchase contracts relating to the Property.

ii. There are no leases or tenancies of the Property, or if there are leases or tenancies listed on Exhibit B, that (A) Seller is not in default in the performance of its obligations in connection with such leases or tenancies and has not received any notices alleging a default by Seller, (B) each tenant under such leases or tenancies is not in default in the performance of its obligations in connection with its lease or tenancy and no notices of default have been given to any tenant; (C) no payment of rent has been made more than 30 days in advance of its due date.

- iii. Seller has good and marketable fee simple title to the Property.
- iv. Seller has not received notice of any (A) actual or threatened condemnation of the Property, (B) violations of law relating to the Property, (C) violations of deed restrictions, declarations or similar restrictions encumbering the Property, or (D) mechanics' liens or other liens against the Property.
- v. There is no pending litigation or, to Seller's knowledge, threatened litigation relating to the Property.
- vi. To Seller's knowledge, after reasonable inquiry (A) the Property is not in violation of any laws or ordinances relating to industrial hygiene or environmental conditions, (B) there are no "Hazardous Materials" (defined below) on the Land, (C) there are no underground storage tanks on the Land, and (D) Hazardous Materials have not been used, generated or disposed of on the Land or transported from the Land. "Hazardous Materials" means any substance or waste which is regulated as a hazardous substance, hazardous waste, pollutant, contaminant or similar classification under any federal, state or local law.
- vii. Seller is (A) duly organized and validly existing and in good standing under the laws of the State in which it was formed; (B) validly existing, in good standing and authorized to do business in the State in which the Property is located; and (C) has the authority to own and convey the Property.
- viii. This Contract and all documents executed by Seller pursuant to this Agreement are, or on the Closing Date will be, duly authorized, executed and delivered by Seller, and do not and will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property are subject.
- ix. Intentionally deleted.

It is a condition precedent to Buyer's obligation to proceed to Closing that Seller's representations shall be true on the Closing Date. Seller's representations shall survive the Closing for a period of one year.

- b. Seller's Covenants.** Until the earlier of the Closing or the termination of this Contract, Seller shall:
 - i. Not do anything, nor permit anything to be done, which would impair or modify the status of title to the Property;
 - ii. Operate, maintain and repair the Property in the same manner as was used prior to the Effective Date, reasonable wear and tear expected, subject to Paragraph 15;
 - iii. Not enter into any lease, service contract or other contract which, following Closing, shall be binding upon Buyer or the Property without, in each instance, obtaining the prior written approval of Buyer;
 - iv. Not cause or permit any transfer of any of Seller's interest in the Property, or cause or permit any encumbrance of Seller's interest in the Property; and
 - v. Notify Buyer promptly upon learning of:
 - (A) Any fact or event which would make any of the representations of Seller untrue or misleading in any material respect or which would cause Seller to be in violation of any of its covenants or other obligations herein;
 - (B) Any violation of law or regulation involving the Property;
 - (C) Any proposed change in any zoning or law affecting the use or development of the Property.
 - (D) Any circumstances or facts causing any of Seller's representations set forth in this Contract to be untrue.

10. Closing; Closing Documents. Title Company shall conduct the Closing through an escrow of documents and funds; Buyer and Seller shall deliver the required documents and funds to Title Company on or before the Closing Date. Seller shall deliver possession of the Property to Buyer on the Closing Date. Unless otherwise expressly stated on Exhibit B, Seller shall remove its personal property and fixtures from the Land prior to Closing. All personal property and fixtures remaining on the Land after Closing shall be deemed abandoned by Seller. Buyer may sell,

remove and otherwise dispose of such abandoned property in Buyer's sole discretion, without compensation or notice to Seller.

a. At Closing, Seller shall execute and deliver the following ("Seller's Closing Documents"):

i. A special warranty deed for the Property, subject only to the Permitted Exceptions; Seller shall prepare the special warranty deed, or at Seller's option, Title Company or Buyer will retain an attorney to prepare the deed at Seller's expense; the form of the deed must be approved by Buyer and Title Company;

ii. An owner's affidavit in the customary form required by the Title Company in order to issue to Buyer the Title Policy, and any other affidavits or agreements reasonably requested by Title Company in connection with the Closing and issuance of the Title Policy;

iii. Settlement statements and such other documents as are reasonably necessary to consummate the sale of the Property in accordance with this Contract; and

iv. The "Declaration" (if any) and any other agreements described in Exhibit B and to be executed and delivered at Closing.

b. At Closing, Buyer shall pay the balance of the Purchase Price and execute and deliver the following ("Buyer's Closing Documents"):

i. Such affidavits and agreements in the customary form required by Title Company in order to issue to Buyer the Title Policy, and any other affidavits or agreements reasonably requested by Title Company in connection with the Closing and issuance of the Title Policy;

ii. Settlement statements and such other documents as are reasonably necessary to consummate the sale of the Property in accordance with this Contract; and

iii. The Declaration (if any) and any other agreements described in Exhibit B and to be executed and delivered at Closing.

11. Closing Expenses and Prorations. At Closing, Seller and Buyer shall make all customary adjustments and prorations with respect to the Property including, without limitation, the following:

a. Seller shall pay real estate taxes for all years prior to the year of the Closing. Real estate taxes for the current year shall be prorated between Seller and Buyer as of the Closing Date based upon the most recent assessed valuations and mill levies available, which proration shall be a final settlement between the parties except as provided below. Any "rollback" taxes that relate to periods prior to the date of the Closing shall be the Seller's responsibility. Prior to Closing, Seller shall pay the full amount (whether or not then due) of all outstanding special assessments against the Property or any part thereof. In the event that the Property is part of a larger tract owned by Seller and is not a separate tax parcel on the day of Closing, Seller shall, if necessary to convey title to the Property free and clear of the lien of real estate taxes for the current year, either pay to the taxing authority(ies), or escrow with Title Company an amount sufficient to pay when due, the real estate taxes for the current year for the tax parcel that includes the Property. Real estate taxes for the current year shall be allocated to the Property and the remainder of the tax parcel owned by Seller in a reasonable and customary manner, and the real estate taxes so allocated to the Property shall then be prorated between Seller and Buyer as of the Closing Date as set forth above.

If Buyer determines, in its reasonable discretion, that there is a material likelihood that real estate taxes for the current year will increase due to a change in valuation, mill levies or otherwise, then real estate taxes shall be prorated as of Closing as provided in the preceding paragraph based upon the best available information, and Seller, Buyer and the Title Company shall enter into a tax agreement in a reasonable and customary form that provides for a final proration of real estate taxes when the actual tax bill for the current year is available. Such tax agreement shall include an escrow of a portion of Seller's proceeds to cover the potential additional liability of Seller for real estate taxes pursuant to such tax agreement.

b. Buyer shall pay all premiums required for the issuance of the Title Policy.

c. Seller shall pay all utility charges (if any) due for the period prior to Closing. Prorations shall be based on actual meter readings if available. Seller shall escrow funds as reasonably required by the Title Company in connection with utility charges.

d. Buyer shall pay- the customary closing fee of Title Company.

- e. Buyer shall pay all fees and transfer taxes due in connection with the deed.
 - f. Buyer shall pay the costs of recording the deed and Seller shall pay the cost of recording any other documents necessary to place title to the Property in the condition required under this Contract (such as mortgage releases). Buyer shall pay the costs of recording Buyer's loan documents, if any.
 - g. Intentionally deleted.
 - h. Each of the parties shall pay its own attorney's fees in connection with this transaction, subject to Paragraph 22.i.
 - i. Any other costs not specifically addressed herein shall be allocated in accordance with the customs prevailing in similar transactions in the county in which the Property is located.
- 12. Default by Seller.** If Seller defaults in the performance of its obligations herein, and if Seller should fail to cure such default within 5 days after written notice from Buyer describing such default, Buyer, at Buyer's option, may terminate this Contract, obtain the prompt refund of the Earnest Money, and recover such damages as may be proper, or Buyer may treat this Contract as being in full force and effect and shall have the right to specific performance or damages, or both.
- 13. Default by Buyer.** If Buyer defaults in the performance of its obligations herein, and if Buyer should fail to cure such default within 5 days after written notice from Seller describing such default, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Contract and have the Earnest Money paid to Seller as liquidated damages. The parties agree that the amount of the Earnest Money is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Buyer's default and failure to complete the acquisition of the Property.
- 14. Condemnation.** If, prior to Closing, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give written notice to Buyer of such fact and at Buyer's option (to be exercised within 30 days after Seller's notice), this Contract shall terminate, and the Earnest Money shall be paid to Buyer. If Buyer does not elect to terminate, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. In such case, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.
- 15. Casualty.** If the Property is materially damaged by fire, flood or other casualty prior to Closing, Buyer may elect to terminate this Contract by written notice to Seller. If Buyer so elects to terminate, the Earnest Money shall be paid to Buyer. If Buyer does not elect to terminate, then at Buyer's option (which shall be exercised by notice to Seller given on or before the Closing Date), either (a) the Closing Date shall be extended until the 30th day following the completion of repairs and restoration of the Property, and Seller shall proceed with reasonable diligence to complete such repairs and restoration, or (b) the Closing shall take place as scheduled and, at Closing, Seller shall assign to Buyer the insurance proceeds resulting from such damage and credit Buyer with the amount of any deductible under Seller's insurance policy.
- 16. Brokers' Commissions.** Buyer and Seller each represent and warrant to the other that it has not utilized the services of a real estate broker in connection with this transaction except for Seller's Broker, as to Seller, and Buyer's Broker, as to Buyer. Buyer shall pay the real estate commissions due to Buyer's Broker pursuant to a separate agreement with such broker(s). Each party shall be solely responsible for any other broker's, finder's or consultant's fees or commissions arising out of its actions in connection with this transaction and shall defend, indemnify and hold the other party harmless from and against all claims, expenses, losses or damages, including reasonable attorneys' fees, resulting from a commission or fee due or claimed to be due as a result of the indemnifying party's actions. The provisions of this Paragraph 16 shall survive the Closing.
- 17. Time of Essence.** Time is of the essence in the performance of the obligations of Buyer and Seller under this Contract.
- 18. Assignment.** Buyer shall not assign any rights or claims under this Agreement without the prior written consent of the Seller not to be unreasonably delayed or withheld, and any assignment made without such consent shall be void as to Seller.
- 19. Notices.** Any notice required or permitted to be given herein shall be in writing and deemed given and received (i) one business day after deposit prepaid with a reputable overnight courier, (ii) upon personal delivery during regular business hours, (iii) upon transmission via email, with a confirmation copy mailed by first-class mail,

postage prepaid, addressed to the other party at Buyer's Notice Addresses or Seller's Notice Addresses, as the case may be. Either party may change its address for the purposes of notice by giving written notice of such change to the other party in the manner above specified, at least 5 days prior to the effective date of such change. The telephone numbers listed are for convenience only; telephonic notice is not permitted.

20. Escrow; Interpleader. Buyer and Seller shall execute such customary instructions and agreements as may be required by Title Company in connection with the Earnest Money. In no event shall either Party unreasonably withhold its consent to the timely disbursement of the Earnest Money by the Title Company to the Party entitled to it under the terms of this Contract. A failure to object to a request that the Earnest Money be released continuing for a period of ten (10) days or more shall be deemed consent and authorization to the release of the Earnest Money. Additionally, if either party fails to provide written consent to the release of Earnest Money within ten (10) days of the request, the nonconsenting party shall owe interest on the unreleased Earnest Money at a rate equal to that due on unpaid judgements in the state and county where the Property is located from the date of the request until the date of the release. The Earnest Money shall be held by Title Company in its escrow account and handled in accordance with the provisions of this Contract. Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money, unless mutual written instructions from Buyer and Seller are received by Title Company, Title Company shall not be required to take any action but may await the outcome of any proceeding, or, at Title Company's option, may interplead the Earnest Money into any court with jurisdiction. Title Company and the prevailing party shall be entitled to recover their costs and reasonable attorneys' fees in taking such action from the non-prevailing party in such dispute.

21. Letter of Credit in Lieu of Cash Deposit of Earnest Money. In lieu of providing a cash deposit of Earnest Money, Buyer may elect to tender to Title Company a fully executed original irrevocable letter of credit in an amount equal of the initial deposit of Earnest Money and all additional deposits of Earnest Money which would be deposited if all extension options available hereunder are exercised (the "Letter of Credit"). In the event that a cash deposit of Earnest Money has previously been made, Buyer may elect to exchange the cash deposit for such a Letter of Credit. The Letter of Credit shall remain in escrow with the Title Company until the earlier of: 1.) a termination of this Contract, 2.) the occurrence of any event in which the Earnest Money would be refunded or paid out to a Party pursuant to the terms of this Contract, or 3.) the Closing of Buyer's purchase of the Property. Upon the Closing or the occurrence of any event which would result in the Earnest Money being refundable to Buyer pursuant to the terms of this Contract, the Letter of Credit shall be voidable and returned to Buyer. Upon the occurrence of any event which would result in the Earnest Money being released to Seller pursuant to the terms of the Contract, the Title Company shall release the Letter of Credit to Seller and Seller shall be entitled to call the Letter of Credit with its issuer up to a sum equal to the Earnest Money which would otherwise be released to Seller. The forgoing notwithstanding, the Letter of Credit shall not be released to Seller or drawn against by Seller until after Seller has given Buyer written notice of its intent to call the Letter of Credit and Buyer has failed to pay Seller the amount to which Seller is entitled within ten (10) business days of its receipt of such notice.

22. Miscellaneous Provisions.

a. Effect of Termination. Upon a termination of this Contract pursuant to a termination right granted herein, the parties shall be released from all further obligations herein, except for those obligations that expressly survive a termination of this Contract.

b. Entire Agreement; Modification. This Contract constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no promises, agreements or conditions, oral or written, express or implied, between the parties except as set forth herein. No modification of this Contract shall be effective unless set forth in writing and executed by both Buyer and Seller. A waiver of any provision of this Contract by a party must be set forth in a writing executed by the waiving party. The paragraph headings or captions appearing in this Contract are for convenience only, are not a part of this Contract and are not to be considered in interpreting this Contract.

c. Binding Effect. This Contract binds and benefits the parties and their respective successors and assigns.

d. Waiver. Except as expressly provided herein, (i) the waiver by a party of any breach of this Contract or of any representation made herein, or (ii) the acceptance of payment or performance by a party after any such breach, shall not be deemed to be a waiver of any other breach of any kind, whether preceding or succeeding. The failure or delay of a party in exercising any right or remedy it may have relating to this Contract shall not operate as a waiver of any such right or remedy.

e. Controlling Law. This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.

f. Severability. The unenforceability or invalidity of any provision of this Contract shall not render any other provision contained herein unenforceable or invalid.

g. Survival. All of the parties' representations, warranties, covenants and agreements herein, to the extent not fully performed or discharged by or through Closing, shall not be deemed merged into any instrument delivered at Closing and shall remain fully enforceable thereafter.

h. Further Assurances. The parties undertake and agree to execute and deliver such documents, writings and further assurances as may be necessary to carry out the intent and purpose of this Contract.

i. Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights herein shall be entitled to recover its reasonable attorneys' fees and litigation expenses from the other party. As used here the term "prevailing party" means the party that prevails on the preponderance of its claims or defenses in such proceeding.

j. Dates. In computing a period of days for performance herein, the first day shall be excluded and the last day shall be included. Performance must occur by 6:00 p.m. eastern time on the last day of such period. If the last day of any such period should fall on a weekend or legal holiday, then such date shall automatically be extended to the next succeeding business day. Buyer may, in Buyer's sole discretion, shorten the Inspection Period by written notice delivered to Seller.

k. Counterparts. This Contract, and any amendments or modification to this Contract, may be executed in counterpart originals, all of which, taken together, shall constitute a single agreement. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by all parties to this Contract to be the same as original signatures to this Contract, and any amendments or modification to this Contract. A facsimile of this Contract, or any amendments or modification to this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract (or amendment or modification, as the case may be) with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed. An "electronic transfer" (i.e., pdf, tiff, etc.), as that term is commonly used with reference to electronic scanning and transmission via the Internet, will be treated and relied upon by all parties hereto as an original Contract (or amendment or modification, as the case may be) and will have the same legal effect as though the electronic transfer were an original document to which a genuine signature has been affixed.

l. Irrevocable Option. To the extent that this Contract is construed to be an option agreement, Buyer and Seller hereby acknowledge and agree that independent consideration for such option in the sum of \$10.00 has been, or will upon demand be, paid to Seller by Buyer, and based upon such consideration and the mutual covenants of Buyer and Seller herein, Seller agrees that any such option granted to Buyer is irrevocable and shall not be terminable by Seller without the prior written consent of Buyer, except as may be expressly provided herein.

m. Additional Provisions. The additional provisions set forth in Exhibit B are incorporated herein.

n. Execution Deadline. Execution of this Contract by Buyer constitutes an offer to purchase the Property on the terms and conditions set forth herein. To accept this offer, Seller must sign and deliver fully executed counterparts of this Contract to Buyer on or before the Execution Deadline. At Buyer's option, this Contract shall be void and of no further force and effect if not executed by both Buyer and Seller by the Execution Deadline.

o. Confidentiality. Seller shall not disclose this Contract or its terms including the Purchase Price and the identity of the Buyer's Client. The provisions of this Paragraph o shall survive the Closing or termination.

p. 1031 Exchange. Either party hereto may elect to treat this transaction as part of a 1031 exchange, and in such event, the other party shall cooperate in good faith and sign such documents and acknowledgements requested by the other (or by the 1031 intermediary) for the purpose of effectuating such 1031 exchange.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

SELLER:

The City of Piqua, an Ohio municipality

By: _____

Name: Paul Oberdorfer

Its: City Manager

Date: _____

BUYER:

HUTTON PIQUA OH ST, LLC, a Ohio limited liability company

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Depiction or Legal Description of the Land

Land located at (No number assigned) E. Ash Street in the City of Piqua, Miami County, OH, also known as a portion of tax parcel number N44-250056, and as depicted below (TBD).

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES

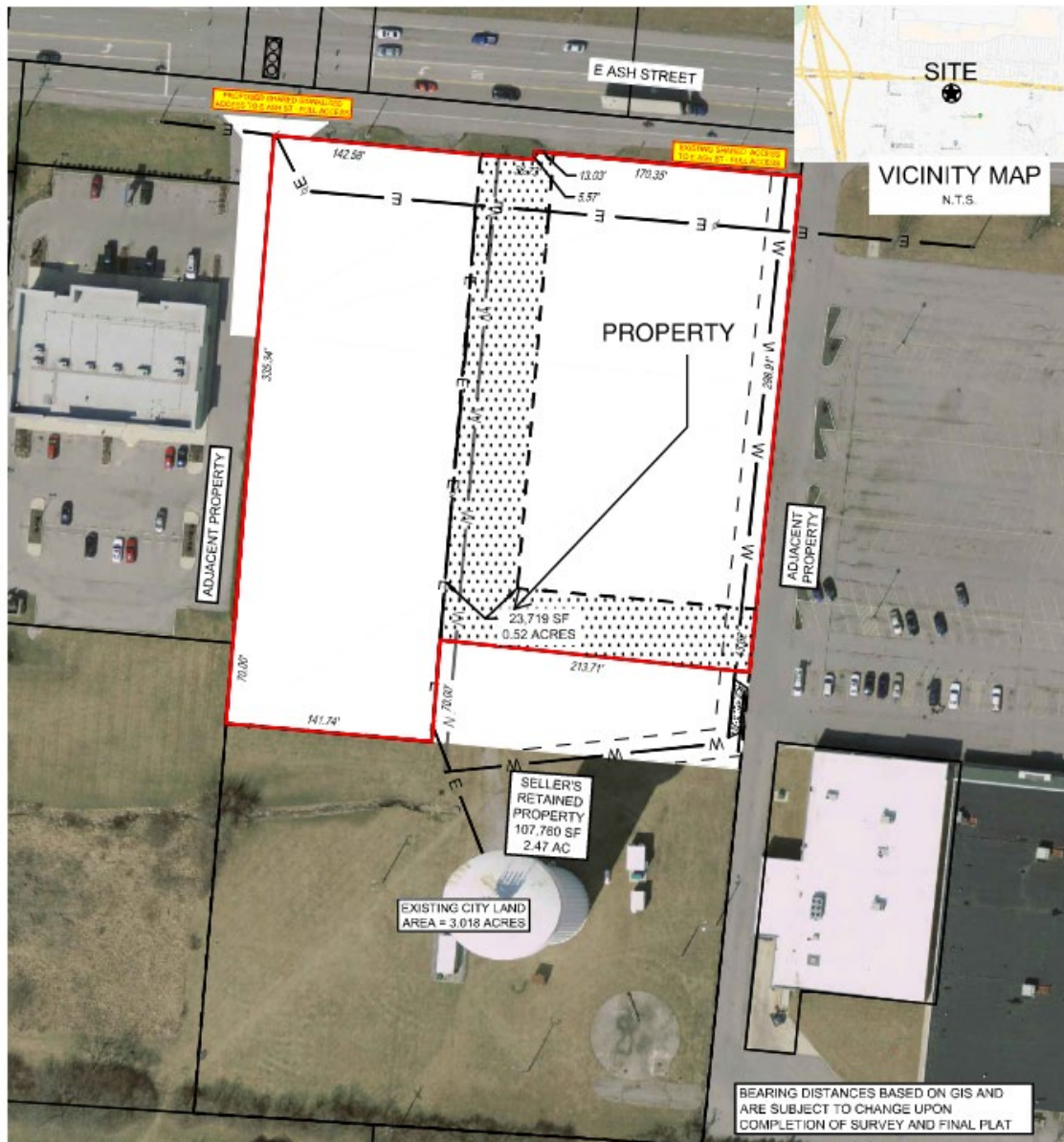


Exhibit B
Additional Provisions

1. Extensions of Time.

- a. The Inspection Period and Closing Date shall be subject to the following extensions:

	Number of Extensions	Length of Each Extension	Additional Earnest Money (if any)
Inspection Period			
Closing Date			

If additional Earnest Money is required for an extension, such Earnest Money shall be deposited within 3 business days after exercise of the extension. Such Additional Earnest Money shall be refundable and applicable to the Purchase Price to the same extent and under the same terms as the initial Earnest Money. Buyer shall give written notice to Seller of the exercise of any extension prior to the end of the period being extended or within a 3 business day grace period thereafter.

2. Special Matters.

- a. Seller discloses that the Property is subject to the following leases, license agreements or other occupancy agreements:

Tenant	Date of Lease	Expiration Date	Base Monthly Rent
None			

- b. Seller further discloses:

(Add provisions as needed.)

(If no items are added in this Section 2 of Exhibit B prior to execution of this Contract then, then Section 2 shall be deemed to say "None.")

3. State specific provisions.

- a. None

- 4. Declaration.** At Closing, Buyer and Seller shall execute and deliver a declaration encumbering the Property and/or Seller's Retained Property, as the case may be (the "Declaration") and containing the following provisions:

a. Retailer Use Restriction. A use restriction prohibiting certain uses of Seller's Retained Property, as follows: For so long as the Property is used as a Convenience Store or Motor Fuels Facility, the Seller's Retained Property shall not be used as a Convenience Store or Motor Fuels Facility. As used herein (i) the term "Convenience Store" shall mean a retail store selling, renting or providing merchandise and/or services customarily sold, rented, or provided from time to time at stores operated or franchised by Wawa within the state where the Property is located, and including by way of example, but not limited to, merchandise and/or services customarily sold, rented or provided from time to time at stores such as Cumberland Farms, Circle K, Stop N Shop, On the Run, High's, QuickChek, Store 24, 7-Eleven, and Kwik Stop, and other regional, ethnic, or "mom and pop" convenience stores or businesses, and (ii) the term "Motor Fuels Facility" shall mean a full-service or self-service facility which provides for the retail sale and dispensing of gasoline and other petroleum products.

Buyer shall provide a draft of the Declaration to Seller, and the Declaration must be acceptable to Buyer and Buyer's client. Seller shall be responsible for obtaining any consents, approvals or subordinations of the Declaration from any lenders or other third parties with an interest in Seller's retained property. Seller's performance of its obligations under this paragraph shall be a condition precedent to Buyer's obligation to close this transaction.

5. Additional Agreements.

a. Buyer's Contingency. Buyer's obligation to close is contingent on Buyer being able to simultaneously close on the adjoining property owned by MZL Realty, LLC, located at 1241 E. Ash Street, Piqua, OH, and on the adjoining property owned by 3J Estate, LLC located at 1239 E. Ash Street, Piqua, OH and on being able to enter into an easement agreement with the properties located at 1231 E. Ash St., Piqua, OH and 1243 E. Ash St., Piqua, OH. Buyer may postpone Closing until such time as this contingency is satisfied. Notwithstanding any other provision of this Contract, if this contingency cannot be satisfied despite Buyer's commercially reasonable efforts, Buyer may terminate this Contract and receive a full refund of the Earnest Money.

b. Improvements:

- Improvements by Buyer. Buyer, at its sole expense and in conjunction with its development of the Property, shall perform certain work on or jointly benefitting the Seller's Retained Property, consisting of rerouting of a water main, traffic signal improvements, access point improvements, and as depicted on Exhibit E (collectively, "Improvements"). The Buyer shall be granted temporary construction easements as needed for Buyer to perform Buyer's Work.

Exhibit C
Seller's Retained Property

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES

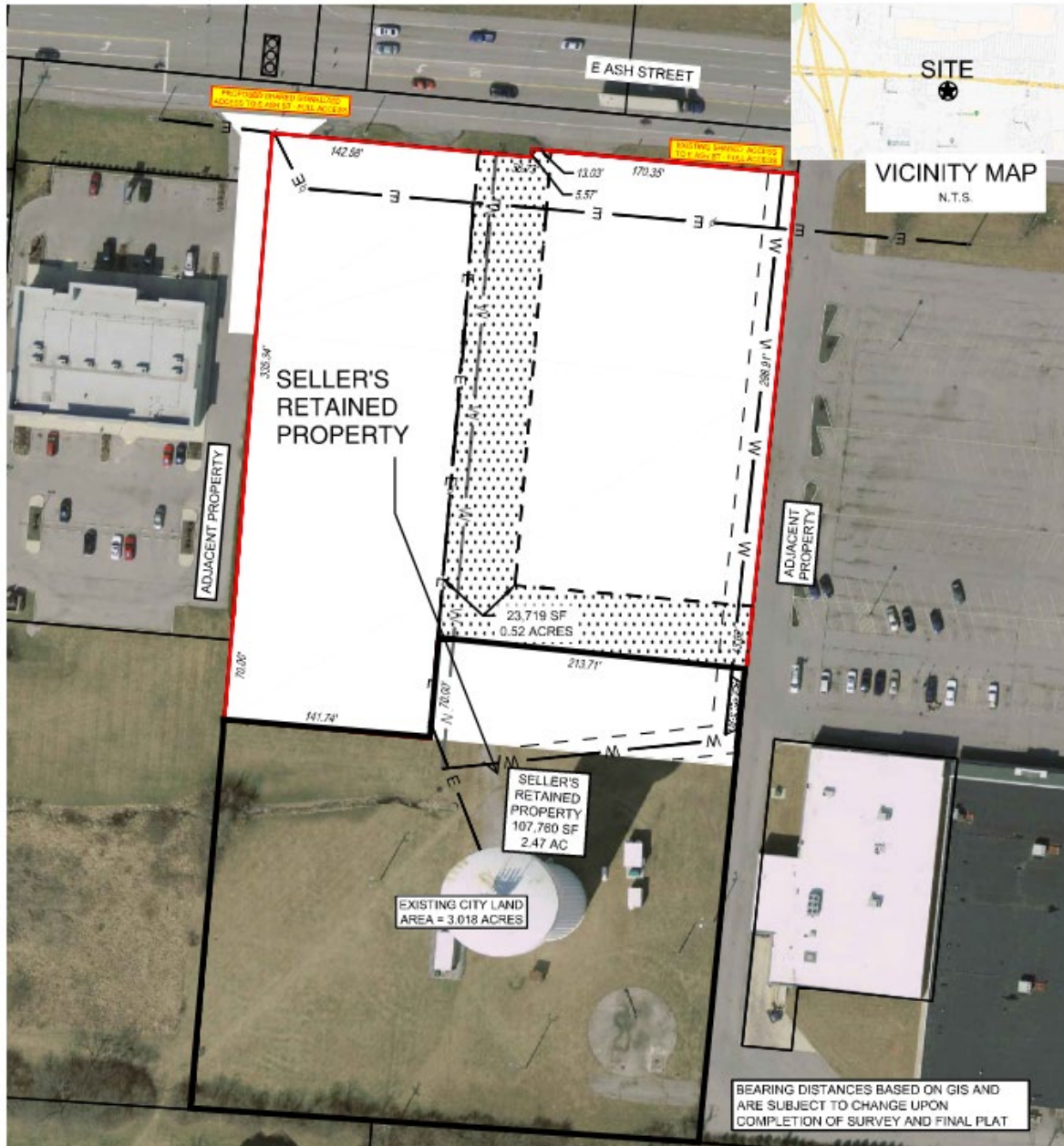


EXHIBIT D
Affidavit of Agency

_____, 20__

To: All City, County and State agencies with
jurisdiction over the development of the
Property

Re: Property located at _____ (the "Property")

To Whom It May Concern:

_____ ("Owner") is the owner of the above-referenced Property. Owner hereby authorizes each of the persons and/or entities listed below (the "Designated Agents") to act as Owner's agent for purposes of filing any and all applications for building, site, and development permits and approvals relating to the construction of a *[insert type of development]* on the Property.

Designated Agents:

Hutton Piqua OH ST, LLC

_____ *[insert Buyer's engineer and other consultants]*

Please contact me if you have any questions. Thank you.

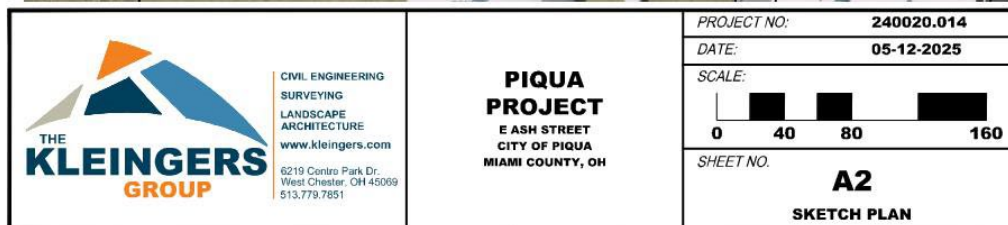
[SELLER]

By: _____

Name: _____

Title: _____

INSPIRED PEOPLE ▶ CREATIVE DESIGN ▶ TRANSFORMING COMMUNITIES



Resolution R-77-25

A resolution to authorize the City Manager to enter into a purchase / sale agreement with Hutton Piqua for land described in Exhibit A.

WHEREAS, the City of Piqua and Hutton Piqua OH ST, LLC have agreed to terms as detailed within the attached contract for the sale of 0.52 acres of land located on E. Ash Street, which is currently utilized as an access easement to water infrastructure; and

WHEREAS, the City of Piqua has reviewed the need for the access easement and determined that such an easement is not necessary in the current location; and

WHEREAS, a new access easement will be provided for access to the water infrastructure that meets the City of Piqua Utilities Department requirements; and

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

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

SEC. 1: The City Manager is hereby authorized to execute the attached contract with Hutton Piqua OH ST, LLC, to sell a 0.52 acre portion of land described in Exhibit A of the agreement.

SEC. 2: This resolution 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 Resolution 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

K.2.

MEETING DATE	June 17, 2025	
REPORT TITLE	<u>Resolution R-78-25</u> A resolution approving the Community Development Block Grant (CDBG) Community Development Allocation program Application for program year 2025 and authorizing the City Manager to submit the application to the Ohio Development Services Agency, Office of Community Development	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Every two years the City of Piqua receives an Allocation from the Ohio Development Services Agency, Office of Community Development (ODSA, OCD) to implement local activities through the Community Development Block Grant (CDBG) program. The City's Allocation for the Program Year 2025 Cycle is \$150,000. Eligible CDBG activities must qualify under the national objective of Low-to-Moderate Income (LMI) or Elimination of Slum and Blight per project area. The City will be notified by October if grants are awarded. The City will receive a grant agreement later this fall and will work to implement the program throughout 2026-2027. All work will need to be completed by August 31, 2027. Activities can include, but are not limited to: • Demolition/Clearing Activities • Land Acquisition • Street Improvements • Parking Facilities • Flood and Drainage Facilities	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$150,000
	Expenditure \$:	\$150,000
	Source of Funds:	CDBG Allocation
	Narrative:	This is for the application of funds, not for any expenditure.

ATTACHMENTS	None
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Resolution R-78-25

A resolution approving the Community Development Block Grant (CDBG) Community Development Allocation program Application for program year 2025 and authorizing the City Manager to submit the application to the Ohio Development Services Agency, Office of Community Development

WHEREAS, the City of Piqua is a unit of local government that possesses the legal authority to apply for Small Cities Community Development Block Grant funds available from the Ohio Department of Development, under the Federal Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Piqua has housing and community development needs that can be improved and alleviated with this assistance.

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

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

- SEC. 1: The Program Year 2025 CDBG Community Development Allocation Program application is hereby approved, and the City Manager is hereby authorized and directed to submit the City's program application to the Ohio Development Services Agency, Office of Community Development, including all understandings and assurances therein
- SEC. 2: The City Manager is authorized to be the designate agent of the program in connection with the CDBG applications and is authorized to execute all agreements in conjunction with the Program Year 2025 CDBG Program.
- SEC. 3: This resolution 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 Resolution 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

K.3.

MEETING DATE	June 17, 2025		
REPORT TITLE	Resolution No. R-79-25 A Resolution amending the boundaries of Piqua Community Reinvestment Area III to include additional property.		
SUBMITTED BY	Chris Schmiesing, Director Economic Development		
AGENDA CLASSIFICATION	Resolution		
BACKGROUND	This item will expand the boundaries of existing Community Reinvestment Area III to include the recently annexed area south of Fox Drive to I-75 exit 78, from CR 25A to Washington Road.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	Including the land in a Community Reinvestment Area will encourage the new construction of commercial and industrial buildings and structures within the targeted development area.	
ATTACHMENTS	1. CRA Attachment B CRA Housing Survey 2. Exhibit A1-A2-A3 Rev		

Resolution No. R-79-25

A Resolution amending the boundaries of Piqua Community Reinvestment Area III to include additional property.

WHEREAS, the City of Piqua (the "City") City Commission ("Commission") determined that it would be of benefit to the City of Piqua to establish a Community Reinvestment Area Program which includes Community Reinvestment Area III described below ("CRA III") within the City to encourage the new construction and maintenance of housing structures, and the new construction and maintenance of commercial and industrial structures, within certain areas of the City; and

WHEREAS, the Commission passed Resolution No. C-9755 subsequent to a first reading of the Resolution on November 16, 1992, establishing the geographic area designated "Community Reinvestment Area III"; and

WHEREAS, CRA III operates under the legislative authority of Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 as established prior to the amendment to those sections enacted in 1994 ("Pre-1994 Community Reinvestment Area Act"); and

WHEREAS, pursuant to Section 3 of Amended Substitute Senate Bill No. 19 enacted by the 120th General Assembly of the State of Ohio ("Senate Bill 19") and R.C. Section 3735.661, the City's Pre-1994 CRA Zones are permitted to be amended twice after July 1994 and continue to retain its operation under the Pre-1994 Community Reinvestment Area Act; and

WHEREAS, the Commission passed No. C-10652 on July 1, 1996, creating a community reinvestment housing council and a tax incentive review council available thereunder which, pursuant to R.C. Section 3735.661(B)(6) are procedural and administrative modifications and thereby not considered to be an amendment to CRA III

WHEREAS, Resolution R-87-07 passed by the Commission on July 16, 2007, designated the Development Program Manager as the Housing Officer and declared a yearly inspection fee for dwelling units within CRA III which, pursuant to R.C. Section 3735.661(B)(6) are procedural and administrative modifications and thereby not considered to be an amendment to the CRA III; and

WHEREAS, this Resolution is the first substantive amendment to CRA III pursuant to R.C. Section 3735.661(A); and

WHEREAS, this Commission hereby wishes to substantively amend Resolution No. C-9755 as provided by law to expand the geographic boundaries of CRA III to include the additional property located within the City's municipal corporate boundaries as depicted on the attached Exhibit A.2.

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

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

SEC. 1: This Commission determines that the "Community Reinvestment Area III" of the City as defined by Resolution No. C-9755 and originally depicted on the map attached hereto as Exhibit A.1 (incorporated herein by reference) should be expanded to include the following parcels as depicted on the map attached hereto as Exhibit A.2 (incorporated herein by reference) to create the expanded "Community Reinvestment Area III" depicted on the map attached hereto as Exhibit A.3.

SEC. 2: Based on its survey of housing within the Community Reinvestment Area III attached hereto as Exhibit B (incorporated herein by reference), this Commission hereby determines that housing and other structures exist in the expanded Community Reinvestment Area and further finds that new housing construction and repair of existing facilities or structures has been discouraged.

SEC. 3: This Commission seeks to reaffirm the eligible exemptions contained in "Community Reinvestment Area III", which shall continue to include all exemptions identified in Section 3 of Resolution C-9755.

SEC. 4: Any and all prior legislation inconsistent herewith is hereby repealed only to the extent to which it may be inconsistent.

SEC. 5: This Commission hereby finds that this Resolution shall be considered the first substantive amendment for "Community Reinvestment Area III" operating under the Pre-1994 Community Reinvestment Area Act for purposes of Senate Bill 19 and R.C. Section 3735.661.

SEC. 6: This Commission hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Commission, that all deliberations of this Commission and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with the applicable legal requirements, including R.C. Section 121.22.

SEC. 7: This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

SEC. 8: The Clerk of Commission is hereby directed to submit a copy of this Resolution, along with the amended map of "Community Reinvestment Area III" of sufficient detail to denote the specific boundaries thereof, to the Miami County Auditor and the Ohio Director of Development, via certified mail by fifteen (15) days after the effective date hereof.

SEC. 9: The Clerk of Commission is hereby directed to publish a copy of this Resolution in a newspaper of general circulation within the City once a week for two consecutive weeks immediately following the effective date hereof.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

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



CITY OF PIQUA

Community Reinvestment Area

Housing Survey

“Attachment B”

Table of Contents

Purpose and Scope	2
City of Piqua Characteristics	3
General Demographic Characteristics	6
Age of Housing Stock.....	7
Value of Owner-Occupied Property	9
Social Characteristics.....	10
Survey of Properties.....	12
Endnotes:	23

Purpose and Scope

The purpose of this report is to determine whether the area shown in *Figure 1* should be designated as a Community Reinvestment Area (CRA) as defined by Ohio Revised Code (ORC) Sections 3735.65-70. The survey and proposed CRA area in question contains census tract 3153.00¹. This area represents a southernmost section of the City of Piqua in Census Tract 3153.00. There are a small number of large lot single-family housing units currently located within the Piqua CRA and represent less than 1% of the total housing units within the census tract. Three of the housing units within this area are confirmed vacant and dilapidated. The median age of housing in census tract 3153.00 is 74 years old. The criteria for eligibility are whether the area is one in which “housing facilities or structures of historical significance are located, and new housing construction and repair of existing facilities or structures is discouraged.” By establishing a CRA program, the City of Piqua would be better able to encourage development and improvement throughout the community.

Figure 1: City of Piqua, Proposed Community Reinvestment Area



Source: Miami County Auditor

Table 1: Parcel List

Parcel Number	Address/Location	Acres
N44-101822	DRAKE RD	75.41
N44-101836	5515 WASHINGTON RD N PIQUA OH 45356	4.02
N44-101838	5495 WASHINGTON RD N PIQUA OH 45356	4.67
N44-101824	WASHINGTON RD PIQUA OH 45356	77.53
N44-101780	EXPERIMENT F RD	45.71
N44-101766	5030 CO RD 25A N	161.47
N44-101770	2305 FARRINGTON RD W	142.64
N44-101768	4744 CO RD 25A N PIQUA OH 45356	139.91
N44-101826	5255 WASHINGTON RD	10.1
N44-101832	WASHINGTON RD N	54.23
N44-101830	4985 WASHINGTON RD	8.5
N44-101834	2675 W FARRINGTON RD	30.75
N44-101772	2332 W FARRINGTON RD	93.11
N44-101792	CO RD 25A PIQUA OH 45356	39.38
N44-101828	WASHINGTON RD	64.61
N44-101850	4985 WASHINGTON RD	1.5
N44-101846	FARRINGTON RD	29.55
N44-101844	4755 WASHINGTON RD	0.46
N44-101848	2900 FARRINGTON RD	0.89
N44-101778	CO RD 25A N	7.71

City of Piqua Characteristics

The City of Piqua has a rich history that dates back to the prehistoric times of the Woodland Period, c. 100 B.C.E to c. 900 C.E. when the Adena and Hopewell cultures occupied the Upper Miami Valley area around Piqua, building earthworks and burial mounds throughout the county. Native Americans entered the Miami Valley in the 1600's, using the area as hunting grounds, and in the mid 1790's, General Anthony Wayne build Fort Piqua which still stands today. Piqua is also home to the Miami Erie Canal, which reached Piqua in 1837 with the city remaining the canal's terminus until 1842. During the most active period of the canal, which occurred in the 1850's, produce and passengers arrived at Piqua from as far as Cincinnati in the south and Toledo in the north on a regular basis. While canal traffic dwindled in the 1860's, the Miami and Erie continued to support heavy traffic load such as coal, lumber, and stone until 1912.

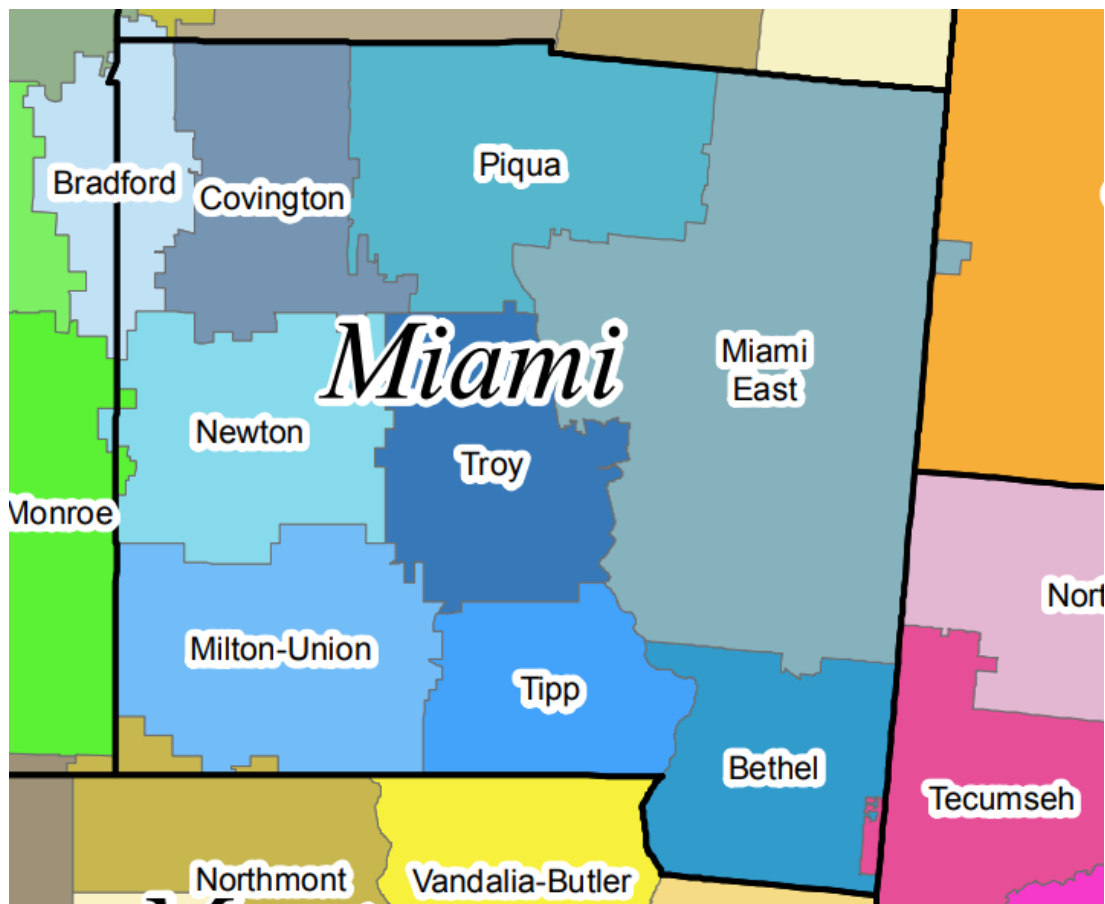
The Piqua-Caldwell Historic Business District is an eight-block area roughly bounded by N. Main, Wayne, Downing, Caldwell, W. Ash, and Camp Streets. This area was certified by the National Register of Historic Places as a historic district in 1985. This designation allows for the City of Piqua to form Downtown Redevelopment Districts anchored in this area to encourage preservation and redevelopment of historic buildings, new building investment and job creation. The Lock 9 Park project, the Piqua Granite Building, Piqua Mill, and Zolo Lofts at 101 S. Wayne Street, and the potential for new investment at the Fort Piqua Plaza are just some investments that could be beneficial to the Downtown Redevelopment Districts. New property tax revenue generated by investments in these, and other properties can have a significant impact on the economic development and growth of downtown Piqua providing funds for public infrastructure projects, redevelopment of buildings, and funding of organizations in the DRD area with an economic development focus.

The City of Piqua is located within Miami County, Ohio and has a rich history that dates back to the prehistoric times of the Woodland Period, c. 100 B.C.E to c. 900 C.E. when the Adena and Hopewell

cultures occupied the Upper Miami Valley area around Piqua, building earthworks and burial mounds throughout the county. Native Americans entered the Miami Valley in the 1600's, using the area as hunting grounds, and in the mid 1790's, General Anthony Wayne build Fort Piqua which still stands today. Piqua is also home to the Miami Erie Canal, which reached Piqua in 1837 with the city remaining the canal's terminus until 1842. During the most active period of the canal, which occurred in the 1850's, produce and passengers arrived at Piqua from as far as Cincinnati in the south and Toledo in the north on a regular basis. While canal traffic dwindled in the 1860's, the Miami and Erie continued to support heavy traffic load such as coal, lumber, and stone until 1912.

The City of Piqua is part of the Dayton - Springfield metropolitan statistical area. According to 2020 U.S. Census Bureau data, the population of the city is 20,354 and covers 11.60 square miles. The city is located in western Ohio, approximately 30 miles north of Dayton, 90 miles north of Cincinnati. And 90 miles west of Columbus, Ohio. It is a primarily residential community with an older core central business district comprised of retail and office space and is home to growing sectors such as manufacturing and logistics which is located primarily to the south of the central business district. The Piqua-Caldwell Historic Business District is an eight-block area roughly bounded by N. Main, Wayne, Downing, Caldwell, W. Ash, and Camp Streets. This area was certified by the National Register of Historic Places as a historic district in 1985. The city is home to Piqua City Schools.

Figure 2: Miami County Public School District Map



Source: Ohio Department of Education

The City of Piqua enjoys economic benefits of its close proximity to the City of Dayton and is home to several large operations within and on the perimeter of the city limits including Industry Products Company (industrial machine repair and maintenance), Hartzell Propeller Inc. (aircraft engine and parts manufacturing), Hartzell Fan, Inc. (machinery and equipment manufacturing), Crane Pumps & Systems, Inc. (machinery and equipment manufacturing), HCF of Piqua/Piqua Manor (healthcare), Jackson Tube Service, Inc. (metal products manufacturing), Maumee Valley Steel Service, Inc. (metals and minerals wholesale), and Paul Sherry Chevrolet Chrysler Inc. (motor vehicle and parts dealer).ⁱⁱ It is a community of modest homes, with a total of 8,597 households claiming a median household income of \$45,926, well below the state (\$58,116) and national (\$64,994) averages.

Within Census Tract 3153.00 where the CRA District is located, there is a population of 5,028 and has a minority population of 208 (4.14%). The median family income is \$50,023 which is slightly higher than the city average. Like many growing communities in western Ohio, the city struggles with generating new revenues to support public services, increasing city expenses, and declining rates of home ownership. The City of Piqua has prioritized goals for revitalization and revenue generation, including promoting economic development activity within the CRA District, within the city limits.

General Demographic Characteristics

Demographic and socio-economic characteristics of the City of Piqua are described to identify past conditions and trends in the community. The following statistical information, unless noted, was derived from the 2020 census reports published by the U.S. Census Bureau. Because statistics in the census data products are based on the collection, tabulation, editing and handling of questionnaires, errors in the data are possible. Additionally, much of the census data presented in this report is based on sample data rather than 100% reporting and is, therefore, subject to sampling error. One hundred percent data, where used, is subject to non-sampling error. Because of sampling and non-sampling errors, there may be discrepancies in the reporting of similar types of data. However, the discrepancies will not negate the usefulness of the census data to conduct the analysis.

Population.

The City of Piqua's and census tract 3153.00 populations have seen stagnant growth since 2010. The population of the City of Piqua was 20,522 in 2010 and is currently estimated at 20,461 as of 2023. Meanwhile in 2010 Miami County has an estimated population of 102,506 and in 2023 the population is estimated to be 110,876. This represents population growth of 8.2%. The state of Ohio's population was estimated at 11,536,504 in 2010, in 2023 the population of Ohio was estimated at 11,785,935. This represents a 2.2% population increase from 2010 to 2023. Overall, the local census tract and City of Piqua have not grown relative to the surrounding Miami County and the State of Ohio.

Table 2: Historical Population

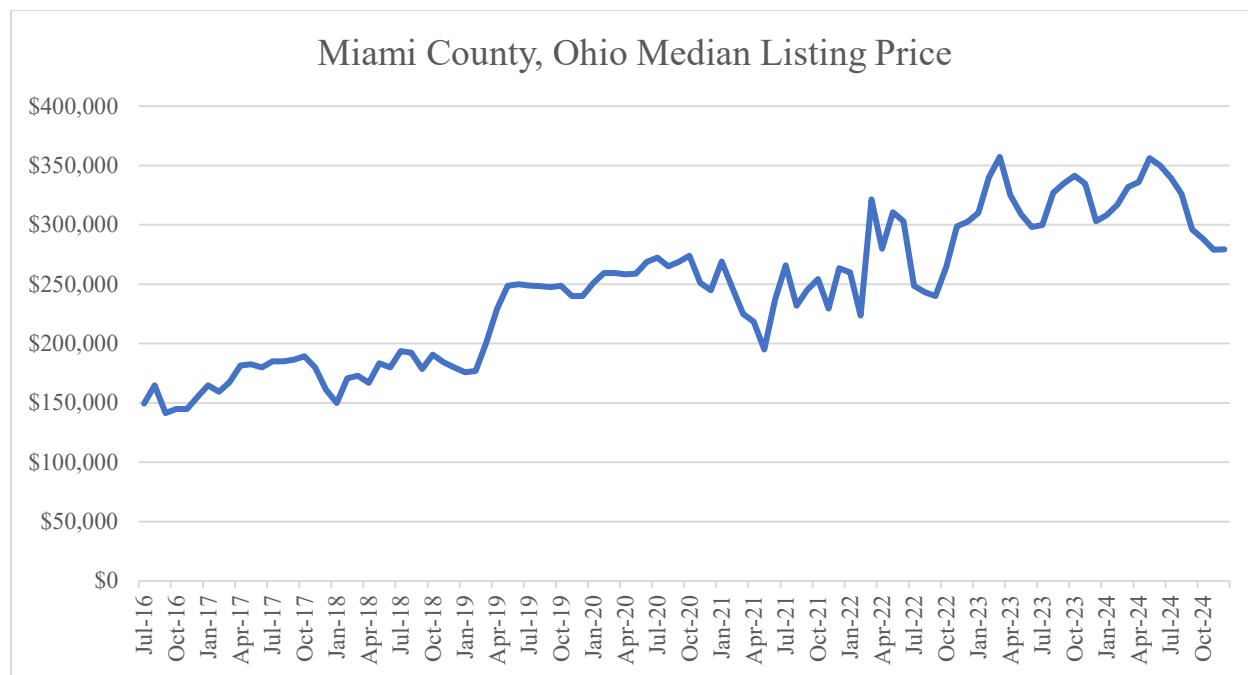
Year	Census Tract 3153.00 Population	City of Piqua Population	Miami County Population	State of Ohio Population
2023	5,387	20,461	110,876	11,785,935
2022	5,433	20,441	108,818	11,774,683
2021	5,470	20,352	107,899	11,769,923
2020	5,602	20,354	108,774	11,799,448
2019	5,525	21,028	106,987	11,689,100
2018	5,390	20,941	106,222	11,689,442
2017	5,268	20,793	105,122	11,658,609
2016	5,437	20,743	104,679	11,614,373
2015	5,028	20,681	104,224	11,613,423
2014	4,786	20,649	103,900	11,594,163
2013	4,912	20,600	103,439	11,570,808
2012	4,800	20,611	103,060	11,544,225
2011	4,840	20,614	102,857	11,544,951
2010	5,349	20,522	102,506	11,536,504

Source: U.S. Census Bureau, ESRI Demographics, Federal Financial Institutions Examination Council (FFIEC)

According to the U.S. Census Bureau, the percentage of Piqua residents over the age of 65 years is 15.8%, under the age of 5 is 6.7%, and under the age of 18 years is 24.5%. The median age of the City of Piqua residents has decreased slightly from 38.4 years in 2010 to 37.9 years in 2022. The City of Piqua believes that by creating an incentive for entrepreneurs to build and renovate the housing stock, ultimately leading

to increased housing values and the anticipation of attracting younger residents into the city. With these renovations and new construction, the city will also be able to meet the needs of the aging population.

Figure 3: Miami County Median Listing Price



Source: Realtor.com

The median listing price for a home in Miami County has increased significantly throughout Miami County, the state of Ohio and the United States over recent years. From December of 2016 to December of 2024 the median listing price for a home in Miami County increased by 80.3%. From December of 2021 to December of 2024 the median listing price for a home in Miami County increased by 14.1%. The current median listing price for a home in Miami County as of December of 2024 was \$279,458 which is higher than the median listing price throughout the state of Ohio of \$252,000

Age of Housing Stock.

Age of housing stock is a useful measure of potential historical significance as well as an indicator of new construction being ‘discouraged.’ Nearly all housing stock in the Census Tract was constructed before 1950, with an average age of housing stock of 74 years. Approximately 41.0% of the City of Piquas housing stock was constructed in 1939 or earlier. This is significantly higher than the rates within Miami County and the state of Ohio. A home is often considered historic if it is 50 years or older, although this can vary depending on local or national guidelines. Approximately 79.2% of the housing stock within the City of Piqua was constructed before 1979, therefore making it historic or significantly aged. Older homes often require significant repairs to maintain their structure and quality. With the City of Piqua’s housing stock being so aged, new residential development could benefit the area by providing new homes. Below is a table showing the comparison of the Census Tract property-construction by year as compared to the city, county and state, followed by a table indicating the property occupancy rates within the proposed Community Reinvestment Area.

Table 3: City of Piqua, Miami County and Ohio Property Age Range, by percentage

Property Age Range	City of Piqua, OH	Miami County, OH	State of Ohio
Built 2020 or later	0.1%	3.6%	1.7%
Built 2010 to 2019	0.3%	8.9%	5.8%
Built 2000 to 2009	5.5%	7.2%	9.7%
Built 1990 to 1999	8.2%	15.4%	11.0%
Built 1980 to 1989	6.8%	4.6%	8.9%
Built 1970 to 1979	9.6%	14.8%	14.1%
Built 1960 to 1969	9.2%	13.3%	11.6%
Built 1950 to 1959	9.9%	6.7%	12.7%
Built 1940 to 1949	9.5%	6.2%	5.7%
1939 or earlier	41.0%	19.2%	18.8%

Source: U.S. Census Bureau

Table 4: Census Tract Occupancy Rates vs. City of Piqua, Miami County and Ohio

Occupancy Characteristic	Census Tract 3153.00	City of Piqua Percent	Miami County Percent	State of Ohio Percent
Total Housing Units	2,401	9,296	47,539	5,317,134
Occupied Units	93.0%	93.3%	94.1%	92.5%
Vacant Units	7.0%	6.7%	5.9%	7.5%

Source: U.S. Census Bureau, piquaoh.org

Table 5: City of Piqua Historical Occupancy Rates

Census Year	Total Housing Units	Occupied Units	Vacant Units
2022	9,296	8,672 (93.3%)	624
2020	9,205	8,494 (92.3%)	711
2010	9,311	8,318 (89.3%)	993
2000	9,311	8,595 (92.3%)	716

Source: U.S. Census Bureau

Occupancy rates for both Census Tract 3153.00 is lower than the Miami County (65.3%) and state of Ohio (66.3%) rates, however the Census Tract is significantly lower than the City of Piqua (92.6%) occupancy rate. When looking at historical U.S. Census Bureau data, the number of total new housing units citywide has decreased by 106 units (1.1%) since 2000, while the percentage of owner-occupied units has remained relatively stable between 2000-2020 at an occupancy rate between 89.3% and 92.3%. With a contraction in population within the Census Tract over the last 20 years, combined with little to no new housing construction within the tract and within the City of Piqua, a Community Reinvestment Area should be established to assist in growing total housing units, generate new inventory for owners and renters alike, and grow the population within the Census Tract and City of Piqua.

Value of Owner-Occupied Property

The median value of owner-occupied housing units in Census Tract 3153.00 is \$71,300 compared to the City of Piqua's value of \$110,100. Table number 6 below compares the distribution of owner-occupied property values in the City of Piqua and Miami County. In the City of Piqua approximately 45% of owner-occupied residences are valued at less than \$100,000 compared to only 10.3% across Miami County. In the City of Piqua, 37.2% of properties are valued within the \$100,000 to \$199,999 range. While in Miami County approximately 28.4% of properties fall within the \$100,000 to \$199,999 range. In the City of Piqua approximately 14.2% of properties are valued at \$200,000 to \$299,999 meanwhile in Miami County 23.8% fall within this same range. In the City of Piqua only 3.0% of homes are valued at \$300,000 to \$499,999. While in Miami County 27.3% of homes are valued within this range. Overall, the City of Piqua has significantly lower property values than across Miami County as a whole.

Table 6: Value of Owner-Occupied Property vs. Miami County

Value of Owner-Occupied Property	City of Piqua Total Properties (%)	Miami County Total Properties (%)
Less than \$50,000	7.5%	2.3%
\$50,000 to \$99,999	37.5%	8.0%
\$100,000 to \$149,999	25.3%	12.2%
\$150,000 to \$199,999	11.9%	16.2%
\$200,000 to \$299,999	14.2%	23.8%
\$300,000 to \$499,999	3.0%	27.3%
\$500,000 to \$999,999	0.2%	8.3%
\$1,000,000 or more	0.4%	1.8%

Source: U.S. Census Bureau

Social Characteristics

The most recent median household income in Census Tract 3153.00 is \$41,928 while the City of Piqua is \$55,379. The income is significantly lower than Miami County's average of \$75,366 and the state of Ohio's median of \$67,769. The City of Piqua's poverty rate is 14.0% which is considerably higher than Miami county's poverty rate of 10.5% and the state of Ohio's poverty rate of 13.3%. The poverty rate of Census Tract 3153.00 (18.6%) is significantly higher than the City of Piqua's and Miami County's poverty rate. Residents of Census Tract 3153.00 have a high school educational attainment of 87.3% which is lower than the City of Piqua's attainment rate of 89.4% and is lower than the county rate of 91.5%. Overall, the City of Piqua and the 3153.00 census tract perform worse than the state of Ohio and Miami County in almost every single metric.

Table 7: Social Characteristics

Social Characteristic	Census Tract 3153.00	City of Piqua	Miami County	State of Ohio
Median Age	37.7	37.9	41.5	39.9
Education Attainment: % High School Graduates or Higher	87.3%	89.4%	91.5%	91.9%
Median Household Income	\$41,928	\$55,379	\$75,366	\$67,769
Individuals Below Poverty	18.6%	14.0%	10.5%	13.3%

Source: U.S. Census Bureau

Figure 4: Proposed CRA for City of Piqua Housing Survey Properties Map



Survey of Properties

Photo 1. 2332 W Farrington Rd

Single family home with exterior structure. Exterior structure has trees growing into and in the structure. The exterior block portion of the structure is falling apart, and the roof is rusting. The structure and roof are in need of repair and other exterior structural repairs are needed. The housing structure is covered in overgrown trees and is in need of repair.



Photo 2. 5030 County Road 25A N

Structure is abandoned and in need of repair. There is rotting wood along the foundation of the house and attached porch and the roof is in need of repair. The barn located on the property has deteriorating exterior walls and holes in the roof, which need replaced. There are overgrown trees that are impacting the structural integrity of the barn.



Photo 3. 4744 N. County Road 25A

Structure is abandoned and in need of repair. The barn located on the property is in disrepair and has deteriorating exterior walls, holes in the roof, and siding and doors falling down. There are overgrown trees that are impacting on the structural integrity of the main barn.



Photo 4. 4938 N. County Road 25A

Structure is abandoned and in need of repair. There is overgrowth around the house, structural degradation to the foundation, and the roof is in need of repair. The garage roof is also in need of repairs.



Zoning.

Map 4 shows the existing zoning within the proposed Community Reinvestment Area. The proposed CRA is in the southern portion of the city boundaries and is currently zoned I2, Industrial with some B and F zoning.

Major Employers & Industry Sectors.

Major industry sectors within the City of Piqua include Manufacturing, Educational/Career services and training, and Agriculture. Major employers include Sunrise Cooperative (agricultural and energy cooperative), Edison Community College (Education), Industry Products Company (Manufacturing/Tooling), Jackson Tube Service (steel tubing manufacturer), Upper Valley Career Center (technical and career training), Hartzell Propeller Inc. (airplane and aircraft propeller designer and manufacturer). The city and the proposed CRA are within the Piqua City School District.

Commercial Opportunities.

The City of Piqua is situated near major transportation routes including Interstate 75 and US 36 and is near the Dayton International Airport within the southwestern Ohio region. The Community Reinvestment Area program provides a residential, commercial and industrial development tool that will facilitate growth and improve marketability of the city, enabling it to increase its tax base and grow job opportunities.

Vacant Land/Buildings.

The proposed CRA has a number of vacant land parcels available for technology, advanced manufacturing, industrial and commercial development.

Historic Properties.

There are no historic properties in the proposed Piqua CRA. According to the Ohio Historic Preservation Office, there are 45 properties currently listed on the National Register of Historic Places within Miami County.

Conclusions.

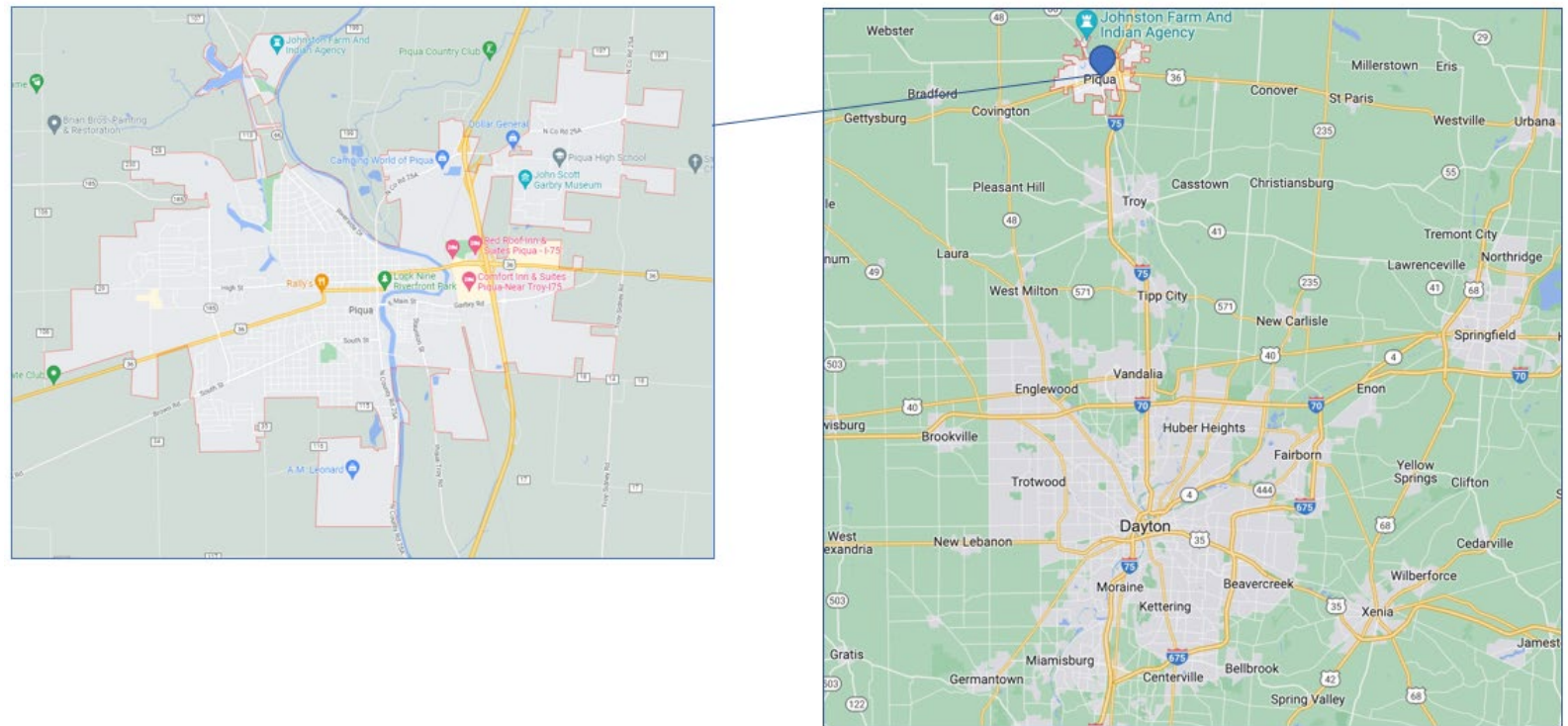
The data provided within this Housing Survey suggests that the proposed Community Reinvestment Area encompasses older housing units, low property values, lack of available workforce housing inventory, and homes showing signs of deterioration. There also has not been any significant reinvestment or new investment to date. Accordingly, the proposed Community Reinvestment Area meets the criteria as defined by the Ohio Revised Code Sections 3735.65-70 as the CRA "...is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged."

Figure 5: Proposed Community Reinvestment Area – City of Piqua, Miami County



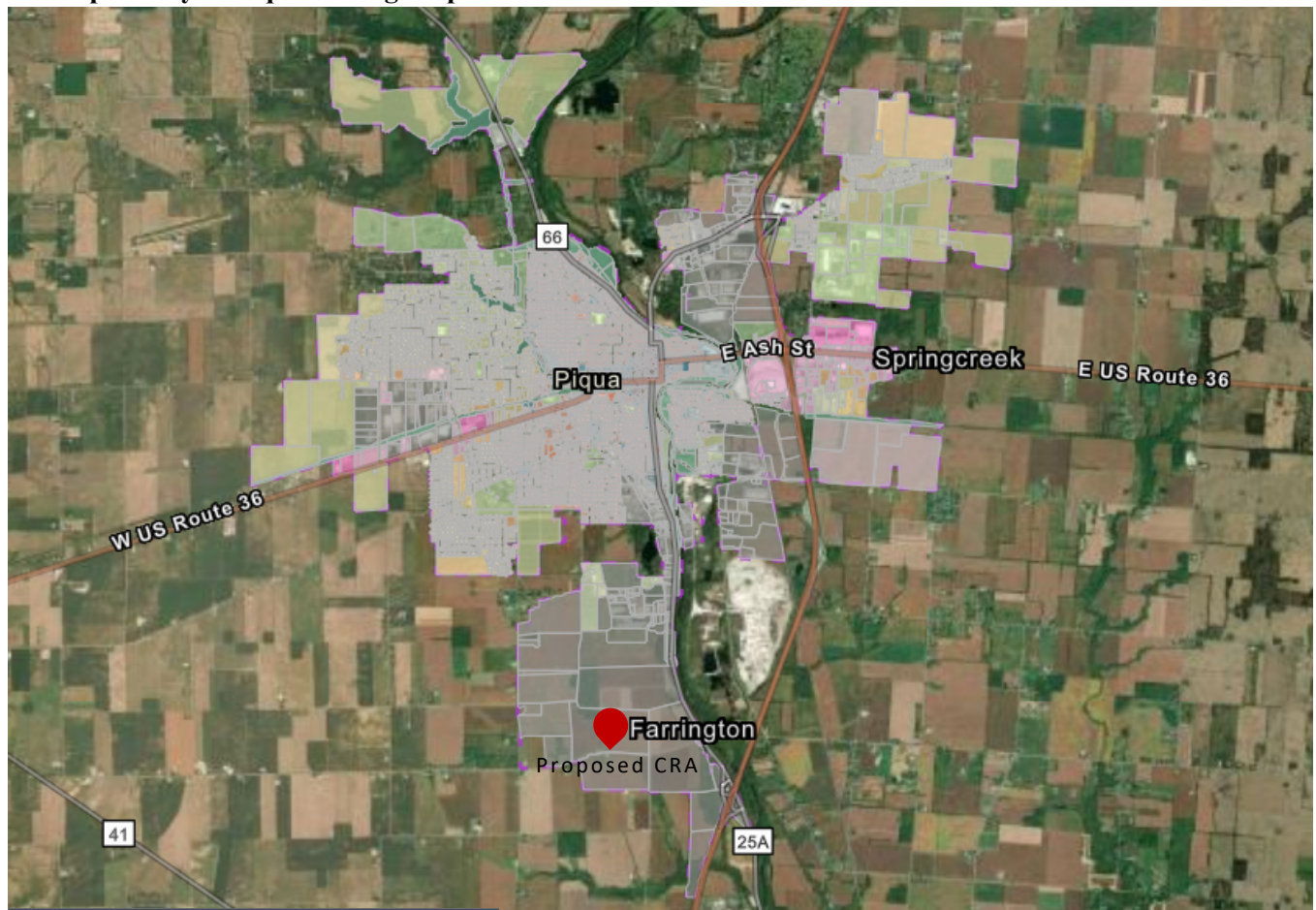
Source: Miami County Auditor

Figure 6: Location of City of Piqua – Miami County, Ohio



Source: Google Maps

Map 4: City of Piqua Zoning Map



Legend

Zoning Districts

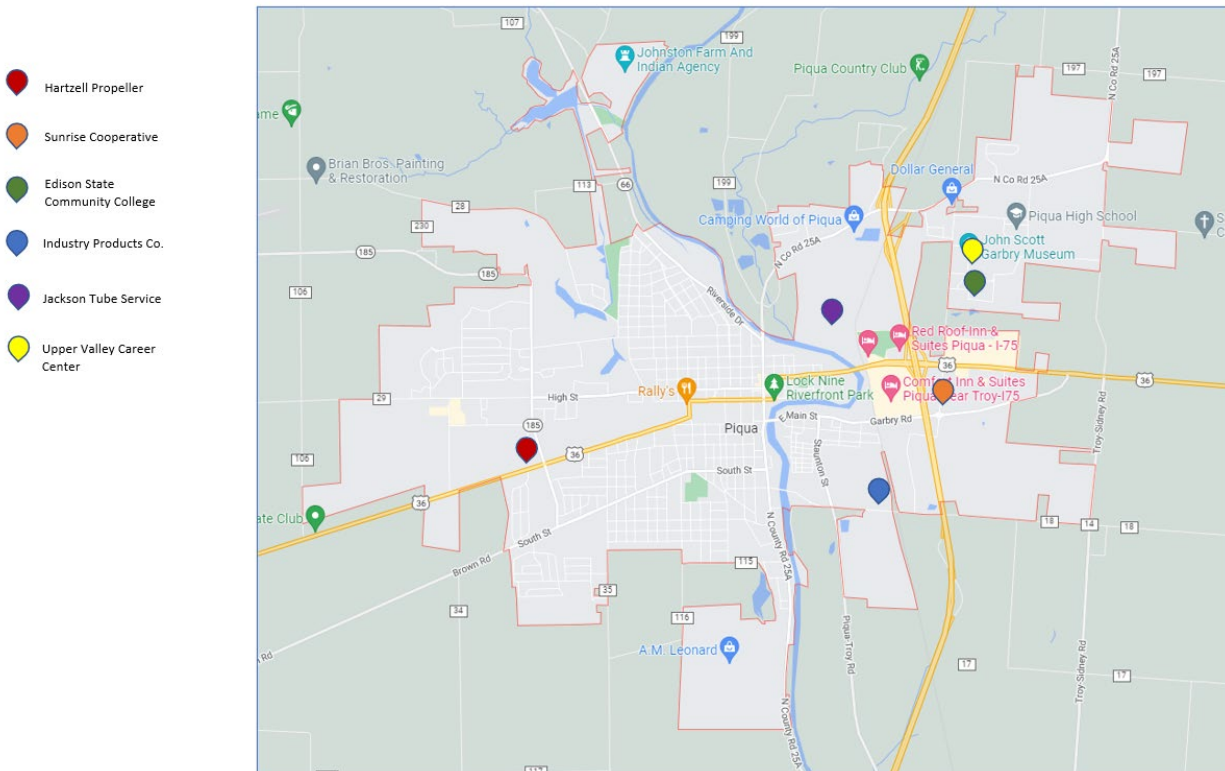
AG - Agriculture	IH - Industrial Heavy	T-FX - Traditional Flex Mixed Use
CN - Conservation	IL - Industrial Light	T-GX - Traditional General Mixed Use
CO - Corridor Office	NX - Neighborhood Mixed Use	T-NX - Traditional Neighborhood Mixed Use
CV - Civic	PK - Parks	T-SX - Traditional Shopfront Mixed Use
CX - Corridor Mixed Use	RE-10 - Residential Estate - 10,000 SF	T-RH - Traditional Residential High Density
D-GX - Downtown General Mixed Use	RE-20 - Residential Estate - 20,000 SF	T-RL - Traditional Residential Low Density
D-RF - Downtown Riverfront Mixed Use	RE-6 - Residential Estate - 6,000 SF	T-RM - Traditional Residential Medium Density
D-SX - Downtown Shopfront Mixed Use	RX - Regional Mixed Use	T-RM-E - Traditional Residential Estate
	S-RA - Suburban Residential Attached	others
	S-RM - Suburban Residential Multi-Unit	

Source: City of Piqua, Ohio

A map of the Midwest region of the United States, centered on Dayton, Ohio. Three concentric circles are drawn around Dayton, representing distances of 50 miles (red), 100 miles (green), and 150 miles (blue). The map shows major cities including Chicago, Detroit, Cleveland, Columbus, Cincinnati, Indianapolis, and Louisville. It also displays state boundaries for Ohio, Michigan, Indiana, and Kentucky, and major highways such as I-75, I-70, I-65, and I-90. The Ohio River and Lake Erie are also visible.

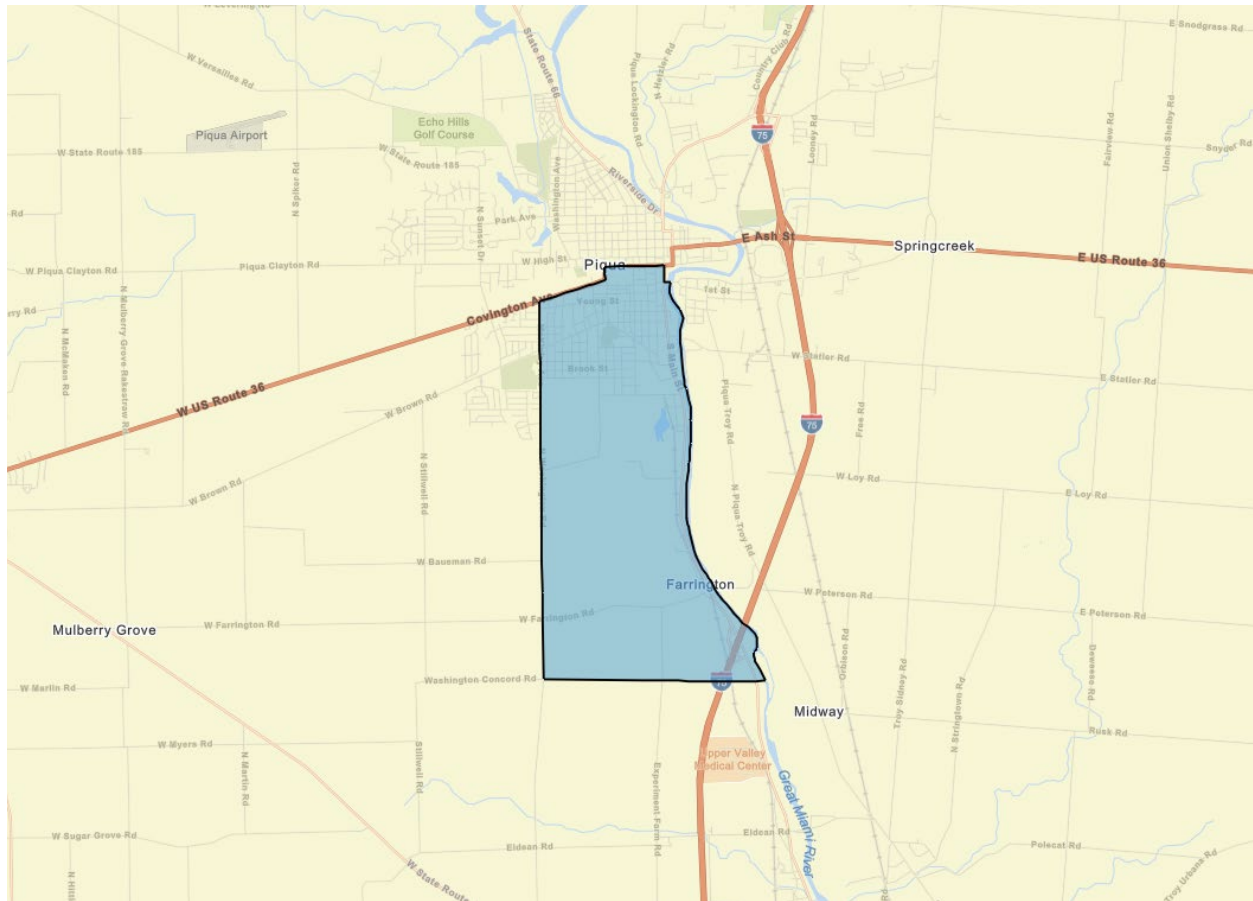
Page 72 of 115

Figure 8: City of Piqua Major Employers



Major industry sectors within the City of Piqua include Manufacturing, Educational/Career services and training, and Agriculture. Major employers include Sunrise Cooperative (agricultural and energy cooperative), Edison Community College (Education), Industry Products Company (Manufacturing/Tooling), Jackson Tube Service (steel tubing manufacturer), Upper Valley Career Center (technical and career training), Hartzell Propeller Inc. (airplane and aircraft propeller designer and manufacturer).

Figure 9: Census Tract 3153.00



Source: ESRI Demographics

Endnotes:

- ⁱ <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>
- ⁱⁱ <https://app.dnbhoovers.com/search/results/company>

EXHIBIT A.1

Original Map Community Reinvestment Area III



EXHIBIT A.2

Map of Additional Parcels to Community Reinvestment Area III

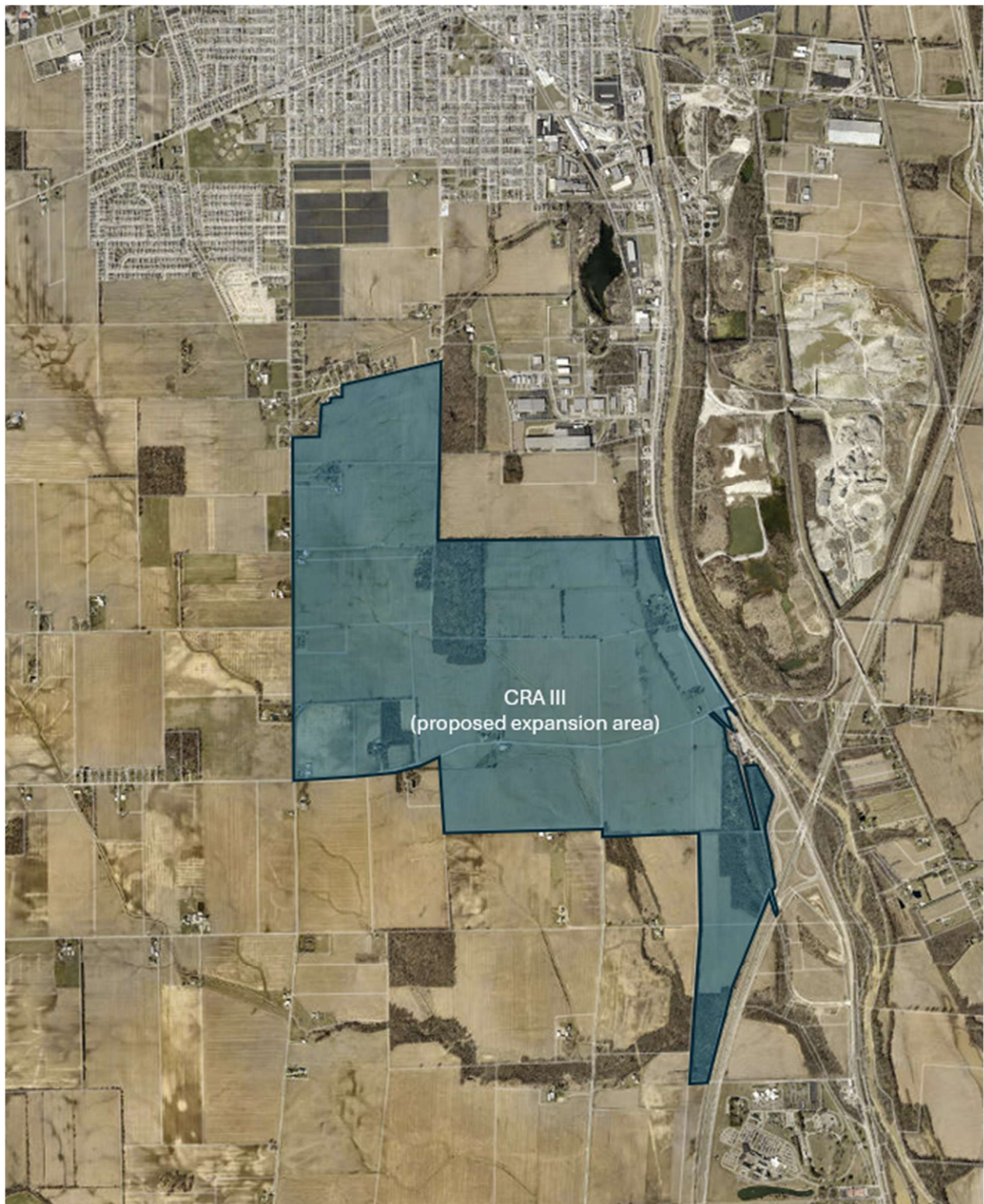
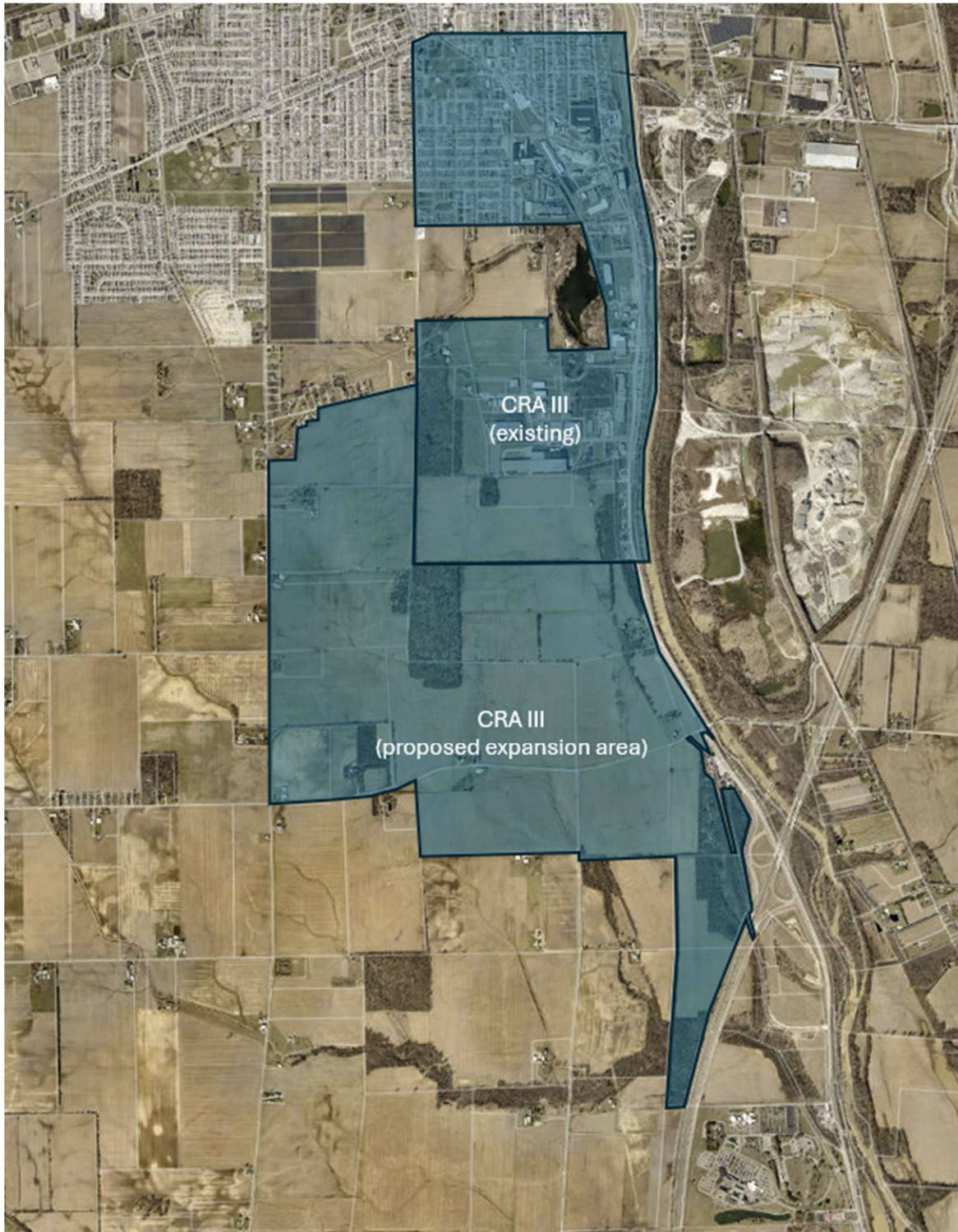


EXHIBIT A.3

Map of Expanded Community Reinvestment Area III



City of PIQUA

COMMISSION AGENDA STAFF REPORT

K.4.

MEETING DATE	June 17, 2025	
REPORT TITLE	<u>Resolution No. R-80-25</u> A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the calendar year 2026 and draft Appropriation Ordinance.	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	This is a resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2026 and draft Appropriation Ordinance. Resolution R-73-25 was passed on June 3, 2025, which set the tax budget hearing for June 17, 2025. However, the requirement that a public notice be given in a newspaper 10 days before the hearing was not met so the tax budget hearing is being moved to July 15, 2025. This will provide the opportunity for the City to fulfill the 10-day notice requirement prior to the hearing.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0
	Expenditures	0
	Source of Funds:	
	Narrative:	
ATTACHMENTS	None	

Resolution No. R-80-25

A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the calendar year 2026 and draft Appropriation Ordinance.

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

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

WHEREAS, Resolution R-73-25 was passed on June 3, 2025 setting a public hearing for the proposed tax budget for 2026 for June 17, 2025 but the required 10-day public notice announcing the public hearing was not given;

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

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

SEC. 1: Resolution R-73-25 setting the public hearing for the tax budget on June 17, 2025, be rescinded; and

SEC. 2: A public hearing on the proposed city tax budget for Miami County for the year 2026 and draft appropriation ordinance shall be held at the next regular meeting of this Commission on July 15, 2025, at 6:00 P.M.; and

SEC. 3: The Commission Clerk is hereby directed to cause the publication of notice of said public hearing in the Piqua Daily Call;

SEC. 4: This Resolution 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 Resolution 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

K.5.

MEETING DATE	June 17, 2025	
REPORT TITLE	Ordinance No. O-9-25 (1st Reading) An Emergency Ordinance Enacting And Adopting A Supplement To The Code Of Ordinances For The City Of Piqua.	
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	NA
	Expenditure \$:	NA
	Source of Funds:	
	Narrative:	
ATTACHMENTS	None	

Ordinance No. O-9-25 (1st Reading)

**An Emergency Ordinance Enacting And Adopting A Supplement To The Code Of Ordinances
For The City Of Piqua.**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2025 supplement to the Code of Ordinances of the City of Piqua, which contains all ordinances of a general and permanent nature enacted since the prior supplement. The updated supplement contains State legislation current through June 26, 2024 and Local legislation current through March 18, 2025 referred to as 2025 S-73 Supplement; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the Ohio Code; and

WHEREAS, it is the intent of the City of Piqua Commission to accept these updated sections in accordance with the changes of the law of the State of Ohio and;

WHEREAS, it is necessary to provide for the usual daily operation of the City of Piqua and for the immediate preservation of the public peace, health, safety and general welfare of the City of Piqua that this ordinance take effect immediately as the City Commission has already enacted all current ordinance changes contained in the supplement.

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: That the current 2025 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio is hereby adopted by reference 2025 S-73 Supplement as is set out in its entirety.

SEC. 2: Such supplement shall be deemed published as of the day of its adoption and approval by the Piqua City Commission and the Clerk of Commission is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk of Commission.

SEC: 3 The Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the ordinance already adopted by the City Commission can be codified.

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

K.6.

MEETING DATE	June 17, 2025
REPORT TITLE	Ordinance No. O-10-25 (1st Reading) An Ordinance to amend Title XV: Land Usage, Piqua Development Code
SUBMITTED BY	Kyle Hinkelman , Director Community Services
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	The Planning Commission discussed the proposed changes at their regularly scheduled meeting on June 10, 2025, and recommended approval in a 4-0 vote. Proposed changes to the Development Code include: Planned Development District Creation <u>2.10 Planned Development Districts</u> This creates a new section that covers two new zoning designations - PD-R, Planned Residential District, and PD-MUD, Planned Mixed-Use District. This section creates the process for application, notification, and hearing of the request to rezoning into these districts. The section also covers the details of the preliminary plan, final development plan, and how modifications to the plans are approved. <u>3.2 Primary Use Table</u> Modified to add PD-R and PD-MUD within the table. <u>3.7 Accessory Use Table</u> Modified to add PD-R and PD-MUD within the table. <u>7.1.1 Summary of Review Authority Table</u> Add Planned Development process to the table. <u>7.1.4 Planning Commission</u> Add Planned Development to their review and recommendation. <u>7.1.5 City Commission</u> Add Planned Development to their decision. Other Proposed Modifications <u>4.3 Landscaping, Transitions, Screening</u>

	Modifications to section 4.3.8 Walls and Fencing were recommended. These changes would include clarifying that chicken wire is not permitted as a fence material, and that chain link fences are not permitted in the front and side yards of residential properties.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	None	

RESOLUTION No. PC 13-25

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 Mr. Eddie Harvey hereby moves to recommend approve of the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Mr. Adam Seas 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	☒	☐	☐	☐

Adopted this 10 day of June, 2025.

Vice

Chairman, Planning Commission


Bradley C. Bubp
Eddie Harvey

Clerk, Planning Commission

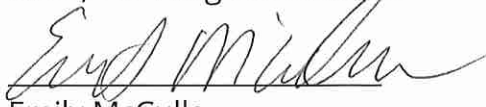

Emily McCulla

EXHIBIT A: Development Code Changes

§2.1. Districts Established

Add to Special Districts – “PD-R” Planned Residential District and “PD-MUD” Planned Mixed-Use District.

§2.10. Planned Development Districts

§2.10.1. Purpose

This Section is intended to describe the procedures for placement of parcels into a Planned Development, simultaneously adopting regulations that will apply only to that Planned Development, and the standards by which these districts must adhere. Such districts are to be permitted as amendments to the Zoning Map, on application and approval of specific and detailed plans where tracts suitable in location and character for the uses and structures proposed are to be planned and developed as units. Regulations set forth herein are adapted to unified planning and development in such districts. Applications for Planned Development rezoning will be granted only when the plan for the project is such that the public health, safety and morals will not be jeopardized by a departure from the restrictions on corresponding uses in the standard zoning district. The Planned Development shall further the purpose of promoting the general public welfare.

§2.10.2. Planned Development General Development Standards

A. Application of Standards

All Planned Developments shall require adherence to quality landscaping, lighting, parking and other general standards of the City of Piqua while providing flexibility to encourage innovation in the planning and building of developments.

In addition to the listed development standards and provisions for the applicable Planned Development District, each Final Development Plan shall adhere to the general standards of §4 Development Standards.

The City Commission may waive specific elements of an individual standard, and such a waiver shall be documented either through the approval of a specific alternative standard or a clearly approved plan noting any such approved deviations from the standards of each Chapter listed above.

It is also recognized that individual Final Development Plans may meet certain criteria through cross guarantees and approval of adjacent Final Development Plans that are part of the same overall Preliminary Development Plan and such approval of an individual plan on this basis shall be documented and noted in the standards and requirements for each respective Final Development Plan.

B. Planned Developments

The City Commission may, upon application of the property owners, establish a new Planned Development and simultaneously adopt regulations that will apply only to the new Planned Development.

1. Planned Developments adopted under these procedures shall be listed below and/or in appendix to this Ordinance by case number along with the respective adopted planned development regulations for that case, until such time as the applicable tract of land is zoned into another zoning designation.
2. In each case, the architectural, landscaping, lighting, and other development standards of this Ordinance shall be utilized as a basis for development of the Planned Development standards but may be modified as approved under the final PD standards for each project.

C. Types of Planned Development

1. "PD-R" Planned Residential District
2. PD-MUD" Planned Mixed-Use District

D. Findings of Fact for Planned Development

In each specific case, the Planning Commission shall not recommend approval of, and the City Commission shall not approve, an application for a Preliminary Development Plan, or a Final Development Plan if no preliminary plan was approved under §2.10.2.F or §2.10.2.H, unless it shall make specific findings of fact directly based upon the particular evidence presented to it, which supports conclusions that:

1. The site will be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development standards where only the proposed uses and development standards are to be adopted and provides pedestrian accessibility and connectivity throughout the design.
2. The proposed development and or development standards adequately address issues related to compatibility with adjacent uses, environmental issues, and overall design compatibility, including lighting and landscaping and do so in a manner that improves upon what would be achieved under the non-planned development zoning standards.
3. The proposed development and or development standards are intended to produce a superior design and construction than what would normally

occur under the non-planned development zoning standards and will not cause an undue burden on public services and facilities including, but not limited to, water, sewer, power, and fire and police protection.

4. The proposal is in accordance with the goals and policies of the Comprehensive Plan.
5. If the project is proposed to contain non-residential uses, the conditions imposed mitigate any potential significant impacts associated with the proposal, including maintaining required setbacks for specific uses within the planned development.

E. Submission of Application

The following procedure shall be followed in placing land in one of the planned Development Districts.

1. The owner(s) or lessee(s) of a tract of land may request that the Zoning Map be amended to include such tract in one of the Planned Development Districts. Such amendment shall be processed, noticed and heard in the manner prescribed herein.
2. The applicant is encouraged to engage in informal consultations with the City of Piqua Community Services Staff prior to preparing final plans; however, no statement or representation by members of staff shall be binding upon the Planning Commission.
3. An application for a Planned Development may be processed, noticed, and heard by the Planning Commission concurrently with an application for a proposed subdivision of the same property pursuant to the subdivision regulations of the City of Piqua.
4. The following options are available at the applicant's discretion:
 - a. Submission of a Preliminary Development Plan, processed in the manner described in §7.2.2 for Zoning Map Amendments, and the subsequent submission of a Final Development Plan for any portion of the approved Preliminary Development plan the applicant wishes to develop. Final Development Plans submitted according to this option shall be processed in the manner described in subsection §2.10.2.G.
 - b. Submission of a Final Development Plan without a Preliminary Development Plan, pursuant to §2.10.2.H. A Final Development Plan so submitted shall be processed in the manner described in §7.2.2 for Zoning Map Amendments.
5. No Zoning Permit shall be issued for any property for which Planned Development classification is requested and no construction shall begin until an approved Final Development plan is in effect for that phase or property, whichever of the above options is chosen by the applicant.

F. Submission of a Preliminary Development Plan

Specific application materials or data requirements may be waived by the Community Services Director or his/her designee as not applicable to a specific case, but the Planning Commission or City Commission may require such data upon review of the application. Unless waived, one (1) full-sized copy drawn to a standard scale of the Preliminary development Plan and one (1) digital set of drawings that are to scale, shall be submitted and shall include in text and map form:

1. Requirements

- a. A survey of the tract that is to be developed showing existing features of the property including streets, alleys, easements, utility lines, existing land use, general topography and physical features.
- b. A preliminary site plan showing the approximate areas and arrangement of the proposed uses, proposed development plan phasing, required and proposed yard setbacks and landscape buffers, the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites and recreational facilities. Proposed building layouts, footprints, and general locations may be shown on the preliminary site plan.
- c. Development Standards shall be provided that include, but are not limited to:
 - i. A list of permitted uses and locations of approval of those uses.
 - ii. Proposed setback and buffer requirements. Building envelope requirements in lieu of setback requirements are permitted.
 - iii. General building material standards with a priority given to utilization of durable and long-lasting materials like brick, stone, high-quality metal, and concrete board siding.
 - iv. Separate Open Space Plan. This should show where open spaces, private or public are located, proposed tree locations, and types of species of trees.
 - v. Separate Lighting Plan. This should include the type and location of light poles, bollards, and other lighting. As part of the Final Development Plan process a site-wide lighting plan that details light levels by foot candle is required.
 - vi. A schedule of development related to the entire project and any individual phase
 - vii. Any deviations or exceptions from the standard requirements as written in the City of Piqua Development Code at the time of application.
 - viii. Standards shall be balanced to create a more flexible and unique development. This is intended to mean that if a standard is waived or reduced, another standard should be improved or expanded. An example would be if a setback requirement is reduced that a landscape screening requirement is expanded.

- d. Evidence that the applicant has sufficient control over the tract to effect the proposed plan, including a statement of all ownership and beneficial interests in the tract of land and the proposed development.
- e. The proposed density to which the development shall be limited for residential uses.
- f. For PD-MUD requests, a statement identifying the principal types of office, business, and/or light industrial uses that are to be included in the proposed development.
- g. Any other information required by the Community Services Department to be provided in text or map format to permit verification of compliance with the planned development standards and to document the proposed standards to be utilized for the specific planned development.

2. Actions of the Planning Commission

The City of Piqua Planning Commission shall hold a public hearing on the Preliminary Development Plan as provided by §7.2.2.C of this Ordinance.

Such public hearing shall consider all aspects of the Preliminary Development plan including all proposed stages and/or units of development. Within thirty (30) days after the last public hearing on such plan the Planning Commission shall prepare and transmit to the City Commission and to the applicant specific findings of fact with respect to the extent to which the preliminary Development plan complies with the standards set within this Article and the district in which the property is located, together with its recommendations to the City Commission with respect to the action to be taken on the Preliminary Development Plan. The Commission may recommend disapproval, approval, or approval with amendments, conditions or restrictions. Copies of the findings and recommendations of the Commission shall be made available to any other interested persons.

3. Action of the City Commission

The Piqua City Commission shall hold a public hearing on the Preliminary Development Plan as provided by §7.2.2.C of this Ordinance for Zoning Map Amendments. If the application is granted, the area of land involved shall be re-designated as a “PD-R” or “PD-MUD” District by resolution and such resolution shall incorporate the Planned Development Regulations, Standards, and Preliminary Plan, including any maps, drawings, exhibits, and conditions or restrictions that may be imposed by the City Commission.

G. Submission of a Final Development in Accordance with an Approved Preliminary Plan

- 1. A Final Development Plan may be filed for any portion of an approved Preliminary Development Plan the applicant wishes to develop and it shall

conform substantially to the approved Preliminary Development Plan. The filing fee shall be the same as that required for a change in zoning district. Specific application materials or data requirements may be waived by the Community Services Director or his/her designee as not applicable to a specific case, but the Planning Commission or City Commission may require such data upon review of the application. Unless waived, one (1) full-sized copy drawn to a standard scale of the Final Development Plan, and one digital set of drawings that are to scale, shall be submitted and shall include in text and map form:

- a. Any changes necessary to the survey described in §2.10.2.F.1.i.
- b. A site plan showing the location and arrangement of all existing and proposed structures including retaining walls and fences, a proposed final grading and stormwater plan as appropriate, the proposed traffic circulation pattern within the development, the areas to be developed for parking, the points of ingress and egress including access streets where required, the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites and recreational facilities. Ownership and control of any designated permanent open space shall be clearly documented and shall be subject to recording and other memorialization requirements as required by the City Commission.
- c. A statement of the proposed total gross floor area, and the percentage of the development which is to be occupied by structures.
- d. Elevation drawings of the proposed structures, a landscaping and lighting plan, including notes to identify the type of materials and percentage of natural materials to be utilized on exterior surfaces.
- e. Perspective drawings including roofline drawings that confirm that no rooftop mechanicals are visible from any roadway and provide a clear understanding of the grade changes on the site including the impact of the building height on neighboring properties.
- f. When a Planned Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Development provides common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Development as the stages or units complete or under development bear to the entire Planned Development.
- g. Evidence that the applicant has sufficient control over the tract to effect the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed development.
- h. In the case of a mixed-use development, a statement identifying the principal types of uses that are to be included in the proposed development.

- i. When a Planned Development includes provisions for common open space or recreation facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities.
- j. Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Development District.
- k. Any other information required by the Community Services Department to be provided in text or map format to permit verification or compliance with the planned development standards.

2. Actions of the Planning Commission

The City Planning Commission shall evaluate the Final Development Plan at a regular public meeting. The applicant shall give the City Planner at least ten (10) days written notice of his intent to submit the Final Development Plan, at the same time submitting the names and addresses of property owners appearing on the Miami County, Ohio auditor's current tax list at the time the application is submitted with lot lines contiguous to the area within such Plan. Such owners shall be given written notice per §7.2.1.D. The failure of delivery of that notice shall not invalidate any such final development plan.

The Planning Commission shall hold a public hearing on the Final Development Plan, considering all aspects of the Final Development Plan. Within thirty (30) days after the last public hearing on such Final Development Plan the Planning Commission shall prepare and transmit to the City Commission and to the applicant its findings with respect to the extent to which the Final Development Plan conforms to the approved Preliminary Development Plan and maintains compliance with the standards set out in this Article and the district in which the property is located, together with its recommendations to the City Commission with respect to the action to be taken on the Final Development Plan. The Planning Commission may recommend disapproval, approval, or approval with amendments, conditions or restrictions. Copies of the findings and recommendations of the Planning Commission shall be made available to any other interested persons.

3. Action of the City Commission

The Piqua City Commission shall hold a public hearing on the Final Development Plan within thirty (30) days of receipt of the Planning Commission recommendation. Notice shall be provided per §7.2.1.D. The failure of delivery of that notice shall not invalidate any such final development plans. The City Commission shall, within twenty (20) days after the final public hearing disapprove, approve, or approve the Final Development Plan with amendments, conditions or restrictions. Upon approval by the City Commission, the Final Development plan will go into immediate effect.

H. Submission of a Final Development Plan without an approved Preliminary Development Plan

1. The applicant need not file a Preliminary Development Plan if he files a Final Development Plan for the entire site incorporating all requirements of both the Preliminary and Final Development Plans as described in this Section. The Final Development Plan shall be processed, noticed and heard in the manner prescribed in §7.2.2 for Zoning Map Amendments. Specific application materials or data requirements may be waived by the Community Services Director or his/her designee as not applicable to a specific case, but the Planning Commission or City Commission may require such data upon review of the application. Unless waived, one (1) full-sized copy drawn to a standard scale of the Final Development Plan, and one digital set of drawings that are to scale shall be submitted and shall include in text and map form:
 - a. A survey of the tract that is to be developed showing existing features of the property, including streets, alley, easements, utility lines, existing land use, general topography and physical features.
 - b. A site plan showing the location and arrangement of all existing and proposed structures including retaining walls and fences, a proposed final grading and stormwater plan as appropriate, the proposed traffic circulation pattern within the development, the areas to be developed for parking, the points of ingress and egress including access streets where required, the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites and recreational facilities. Ownership and control of any designated permanent open space shall be clearly documented and shall be subject to recording and other memorialization requirements as required by the City Commission.
 - c. A statement of the proposed total gross floor area, and the percentage of the development which is to be occupied by structures.
 - d. Elevation drawings of the proposed structures, a landscaping and lighting plan, including notes to identify the type of materials and percentage of natural materials to be utilized on exterior surfaces.
 - e. Perspective drawings including roofline drawings that confirm that no rooftop mechanicals are visible from any roadway and provide a clear understanding of the grade changes on the site including the impact of the building height on neighboring properties.
 - f. When a Planned Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Development provides common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Development as

the stages or units complete or under development bear to the entire Planned Development.

- g. Evidence that the applicant has sufficient control over the tract to effect the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed development.
- h. In the case of a mixed-use development, a statement identifying the principal types of uses that are to be included in the proposed development.
- i. When a Planned Development includes provisions for common open space or recreation facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities.
- j. Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Development District.
- k. Any other information required by the Community Services Department to be provided in text or map format to permit verification or compliance with the planned development standards.

2. Actions of the Planning Commission

The City Planning Commission shall hold a public hearing on the Final Development Plan as provided by §7.2.2. Such public hearing shall consider all aspects of the Final Development Plan including any proposed stages and/or units of development. Within thirty (30) days after the last public hearing on such Final Development Plan the Planning Commission shall prepare and transmit to the City Commission and to the applicant its findings with respect to the extent to which the Final Development Plan conforms to the approved Preliminary Development Plan and maintains compliance with the standards set out in this Article and the district in which the property is located, together with its recommendations to the City Commission with respect to the action to be taken on the Final Development Plan. The Planning Commission may recommend disapproval, approval, or approval with amendments, conditions or restrictions. Copies of the findings and recommendations of the Planning Commission shall be made available to any other interested persons.

3. Action of the City Commission

The Piqua City Commission shall hold a public hearing on the Final Development Plan as provided by §7.2.2 of this Ordinance. If the application is granted, the area of land involved shall be re-designated as a “PD-R” or “PD-MUD” District by resolution and such resolution shall incorporate the Planned Development Regulations, Standards, and Preliminary Plan, including any maps, drawings, exhibits, and conditions or restrictions that may be imposed by the City Commission.

I. Subdivision Plat Required

A Zoning Permit may be issued for a structure in a Planned Development prior to the approval of the final subdivision plat, if one is required for that portion by the property planning authority, but such zoning permit shall become null and void and no further construction or development shall take place unless the final subdivision plat for that portion has been approved by the proper planning authority and recorded within 90 days of the issuance of such zoning permit.

J. Expiration Date for Development Plan Approval and Extensions

1. Preliminary Development Plans, but not the underlying planned development standards, shall become null and void and the City Commission may initiate proceedings to rezone the land to its former zoning classification or another classification as provided by law, unless within three (3) years of the date of approval of the Preliminary plan all of the following have been completed:
 - a. A Final Development plan or Zoning Permit for buildings within the first phase of the development have been approved in accordance with the provisions of this Ordinance.
 - b. The final subdivision plat, when applicable, has been recorded in the records of the Miami County Recorder.
2. Single Stage Final Development Plans.

The approval of the Final Development Plan shall become null and void unless within twelve (12) months the subdivision plat shall have been recorded in the records of the Miami County Recorder, if such platting is required by city code and if no construction of major project elements have been commenced. The Planning Commission or City Commission may, however, at their discretion, initiate action to reclassify the subject property to its former zoning district or another classification as provided by law using the procedure provided in §7.2.2 of this Ordinance.
3. Multi-Stage Final Development Plans.

When the recording of the Subdivision Plat for the successive stages falls more than one (1) year behind the schedule submitted under §2.10.2.E, the Final Development Plan shall become null and void for that portion of the tract for which no subdivision plat shall have been recorded; and that portion of the tract shall revert to the approved Preliminary Development Plan.
4. Extensions of Time Limits.
 - a. An extension of the time limits and expiration dates of Preliminary and Final Development Plans may be approved for up to one (1) year at a time by the Planning Commission. Such approval shall be based upon a finding of the purpose and necessity for such extension, compatibility with the then current City of Piqua Comprehensive Plan, and evidence of a reasonable effort toward the accomplishment of the Preliminary or

Final Development Plan, but the Planning Commission has no obligation to grant such an extension and the Planning Commission may grant another extension upon a similar finding prior to the expiration of the first or subsequent extensions.

- b. The applicant shall first submit an updated application (with a new associated fee) to the Planning Commission clearly stating the new timeline for construction. The Planning Commission shall either approve or deny the request. Such approval shall be based upon a finding of the purpose and necessity for such extension, compatibility with the then current City of Piqua Comprehensive Plan, and evidence of a reasonable effort toward the accomplishment of the Preliminary or Final Development Plan.

K. Modifications

In order to provide flexibility and efficiency in the planning and development process, while protecting the public safety and welfare of adjoining property owners, an approved Preliminary or Final Development Plan may be amended based upon the following criteria.

Modifications may be initiated by one or more of the property owners within a Planned Development District. A completed application and plan following the standards and requirements for a Preliminary or Final Planned Development Plan application respectively, together with any applicable fees, shall be submitted.

1. Administrative Minor Modifications

- a. Minor modifications to an approved Preliminary or Final Planned Development plan which become necessary due to field conditions, detailed engineering data, fire and or other life safety requirements, utility conflicts, topography, general changes requested by one or more of the owners, or critical design criteria may be authorized by the Community Services Director and/or his/her designee (Staff).
- b. Minor Modifications are characterized as minor adjustments to approved features and buildings that comply with the standards of the particular planned development in which they are located. Minor adjustments include but are not limited to the following features:
 - i. Driveway Locations (not including the addition or removal of driveways)
 - ii. Curb Cuts
 - iii. Pedestrian walkways
 - iv. Retaining Walls
 - v. Utilities and related equipment or storage
 - vi. Storm water systems
 - vii. Lighting
 - viii. Swimming pools or other recreational features
 - ix. Fences

- x. Building placement or configuration and configuration of architectural elements
 - xi. Parking area locations
 - xii. Landscaping placement and design
 - xiii. Placement of bike racks and street furniture
 - xiv. Small (less than 200 square feet) accessory structures that can be placed or screened in such a manner as to have negligible impact upon the overall site design and adjoining property owners and other similar projects.
- c. Minor modifications shall be guided by the following standards, shall not alter the general intent or character of the approved planned development and shall not:
- i. Modify an element that is described as a Major Modification or an Amendment to the Planned Development Regulations
 - ii. Increase the density of residential units
 - iii. Modify the overall street layout beyond minor adjustments in alignment due to field conditions or safety requirements.
 - iv. Generally decrease the amount of landscaping provided, without appropriate substitutions based upon either the approved landscape plan and standards or the standards of §4.3 or reduce required landscape buffers between uses and adjoining residentially zoned districts.
 - v. Modify signage standards in a manner that would violate the general spirit and intent of the sign regulations of §4.7 and provided sign standards are adjusted as part of a comprehensive sign package for a building or site. Sign packages shall emphasize low profile signage that complements the architectural style of a site or building and promotes a pedestrian friendly environment but may vary from the standards of §4.7 in order to accommodate the particular layout of a development. Modifications to sign standards shall be based upon the placement, manner, duration, and area of sign displays rather than the content of proposed signage; however, staff may specify the ability to display commercial versus non-commercial messages on specific types of signage. Staff may also require that a more comprehensive set of buildings or standards be included as part of any sign modification request in order to provide consistency throughout the planned development. The sign standards of §4.7 and any adopted standards that are part of an approved preliminary or final development plan shall continue to apply, except as specifically modified through this process.
- d. Staff may require such substitutions or adjustments in other site elements as necessary to mitigate an proposed modifications. All approved modifications shall be reported to the Planning Commission within sixty (60) days. A completed application form and such other information s required by the City of Piqua shall accompany all applications.

- e. An Administrative Review for minor modifications may be appealed to the City Commission. An applicant may also choose to apply for review under the procedures for a major modification in lieu of an administrative review and upon payment of all applicable fees for a major modification. All decisions of the staff may also be appealed to the Board of Zoning Appeals following the procedures for an Appeal under §7.2.9.
 - f. Applications for minor modifications may be reviewed concurrently as part of an application for Zoning Permit. Fees shall be paid per the fee schedule.
 - g. Administrative Reviews shall occur within fourteen (14) business days of receiving all necessary materials. If such review does not occur within fourteen (14) business day and no further materials have been requested by staff, the applicant may submit the said application to the Planning Commission to be heard at the next regularly scheduled meeting. Staff may extend a review period up to fifteen (15) additional business days upon submittal to the applicant of a written letter detailing the need for such extension, i.e. for additional fire, traffic, or other regulatory review. At the end of the initial fifteen (15) day review period or such permitted extensions, staff shall either approve or deny said application.
2. Modifications to Residential Units within an approved Planned Development
- The Community Services Director and/or his/her designee may approve, upon application for a Zoning Permit, modifications to single family residences within an approved planned development provided such modifications are limited to those which:
- a. Comply with the setback requirements established for the planned development
 - b. Involve the addition or alteration of accessory uses within non-common areas of a single-family residential planned development and comply with the provisions of §3.7 and other such provisions as specified by the final development plan.
 - c. Do not conflict with other provisions of the planned development.

All other modifications shall follow the procedures described for minor or major modifications. Issuance of a Zoning Permit shall suffice as documentation of approval.

3. Major Modifications

It is the intent that a modification be considered a major when the change is of such significance that the health, safety, or general welfare of adjoining property owners outside of the planning development or residential users inside the planned development may be harmed and as

such should receive notification, or the modification represents a significant deviation from the original design or intent of the planned development district:

- a. Major Modifications shall be characterized by the following:
 - i. Modifications that involve the relocation of approved buildings and other large features, beyond minor adjustments, as shown on the preliminary or final site plan(s) in compliance with the overall setback, density, or other similar standards of the development while adhering to the general spirit and intent of the approved preliminary or final development plans;
 - ii. Increasing the size, general location, or placement of detention/retention basins outside of designated retention/detention basin areas or closer to perimeter property lines if no such areas are designated on the approved plans, beyond minor adjustments necessary due to specific field conditions;
 - iii. A change in the number of lots or size of the phasing plan within the planned development, provided such change does not require adjustment of an approved density standard
 - iv. Changes to approved architectural designs beyond minor adjustments to window and door locations or other minor architectural detail modifications, provided such designs fall within the approved architectural design standards. This allowance does not include amendments to approved design standards, such as a series of model home designs.
- b. The items to be provided or shown on the application and plans may be modified by the City of Piqua as noted on the official and current application form for a Major Modification.
- c. Public Hearing and Decision by the Planning Commission
 - i. Upon receipt of a request for a Major Modification to an approved Preliminary or Final Development Plan the Planning Commission shall set a date and time for a public hearing.
 - ii. Written notice of the public hearing shall follow standard notification procedures as noted in §7.2.2.
 - iii. The Planning Commission shall have the authority to render a final decision on Major Modifications.
 - iv. The Planning Commission shall within thirty (30) days following the close of the public hearing either approve, approve with modifications, or deny the Major Modification.
 - v. The approval of a Major Modification does not exempt the owner from obtaining any required new or revised Zoning Permits and such other approvals as may be required by the City of Piqua or other authorities.

4. Planned Development Regulation Amendments

Amendments to the adopted standards of a Planned Development shall be noticed and heard at a public hearing in the manner prescribed for Zoning Map Amendments under §7.2.2 of this Ordinance and upon payment of applicable fees and submission of an application by one or more of the property owners within the affected Planned Development.

- a. Planned Development Regulation Amendments shall be characterized by:
 - i. A change in the use of land beyond the permitted land uses described in the approved development plan standards or shown on an approved preliminary or final development plan, including expansion of exterior storage of items previously prohibited or into areas generally not permitted for exterior storage
 - ii. A change to or adoption of new or revised development standards and any modifications impacting an otherwise required, prohibited or restricted feature of the development plan; such as, but not limited to, a setback standard, prohibited use, required site elements, restricted hours of operation, or other general standards, except as permitted for signage standards under §2.10.2.K.1.iii.e above.
 - iii. A reduction in the amount of public open space, pedestrian amenities, or other public amenities that are specifically required as part of an approved plan.
- b. Relationship to Preliminary and Final Development Plan:
 - i. Upon approval of an amendment to the standards for a specific Planned Development, the applicable Preliminary, Final, or Master Planned Development Plan (if no preliminary plan was approved) may be updated to reflect any appropriate changes to any listed standards, if so, listed on the plan, without any additional approvals required.
 - ii. Changes that require showing new building locations, roadways, or other geographic changes to the plans shall still require submission of a subsequent modification to the Preliminary or Final Development Plan.
 - iii. A Preliminary or Final Development Plan (if no preliminary plan was approved) may be modified in conjunction with an amendment to the planned development regulations, provided the notice and hearing procedures for Zoning Map Amendment are following.
 - iv. A Preliminary or Final Development Plan (if no preliminary plan was approved) approved in conjunction with an amendment to the Planned Development Regulations shall not become effective until the effective date of such amendment.

L. Planned Development District Boundaries

For the purpose of these regulations, the boundary of a planned development district shall be the area covered by a particular preliminary plan or final development plan if no preliminary plan was required pursuant to Section 3108.

M. Planned Development Plan

§2.10.3. Planned Residential District (PD-R)

A. Principal Permitted Uses

1. Residential uses developed in a unified manner in accordance with the approved Final Development Plan, and generally noted in the Primary Use Table §3.2.
2. Other uses may be permitted if specifically approved as part of the Plan, provided that the areas and structure occupied shall be so located and designed as to protect the character of the surrounding property, and provided further that convenience establishments shall be subject to additional requirements as herein specified:
 - a. Retail Establishments
 - i. Such establishments and their parking areas shall not occupy more than five (5) percent of the total area of the development.
 - ii. Such establishments shall generally be limited to those permitted in the under §3.5.11 and §3.5.13.
 - iii. Such establishments shall be so located, designed and operated as to serve primarily the needs of persons within the Development Plan area and not persons residing elsewhere.
 - iv. Off-street parking and loading requirements shall be appropriate to the particular case based upon the types of personal service and retail establishments permitted and the anticipated proportion of walk-in trade. Multiple use of off-street parking and service areas and access ways for proposed establishments may be permitted, if such multiple use will not lead to congestion or the creation of hazards to pedestrian or vehicular traffic.
 - b. Interim Housing in accordance with an approved Final Development Plan, provided:
 - i. No sign is displayed other than one customary to an apartment complex.
 - ii. Less than 15% of the units are used for that purpose.
 - iii. Less than 50% of the units in any one building are used for that purpose.

B. Development Standards

The Final Development Plan must comply with the Development Standards adopted as part of the Preliminary Development Plan approval process (§2.10.2.F) or must have Development Standards adopted under the standards

defined in §2.10.2.G. Additionally, the following shall be followed for the PD-R District:

1. Site Planning.

The Site Plan, Landscaping Plan, and Lighting Plan shall provide, among other things, for:

- a. The physical character of the site shall be suitable for development in the manner proposed without hazards to person or property on or off the site from probability of flooding, erosion, subsidence, or slipping of the soil or other dangers, annoyances, or inconveniences.
- b. The site shall provide access to streets that are of adequate size to handle the proposed traffic from the development. Where possible or as required for the provision of emergency services, the site design should provide multiple connection points to more evenly distribute traffic into and outside of the proposed development area. It must either be so located in relation to utilities and public facilities existing or to be developed so that no additional public expense will be involved.
- c. Efficient, safe, convenient, and harmonious grouping of structures, uses and facilities to protect existing natural features and to screen more intense uses.
- d. Location of common open space, existing and protected trees, and other similar site amenities.
- e. Protection of pedestrian and traffic visibility.
- f. Screening of off-street parking areas, and service areas for loading and unloading vehicles, and areas for storage and collection of trash and garbage.
- g. Where Planned Residential District abuts another Residential District a permanent open space at least twenty-five (25) feet wide shall be provided along the property lines. A patio enclosure or similar type addition to an existing single-family detached residence may extend ten (10) feet into this open space, subject to approval as a major Modification. A ten (10) foot depth along the property lines shall be maintained in landscaping and no driveway or off-street parking shall be permitted in such area.
- h. Location of light poles, bollards, and other fixtures that emit light.

2. Parking and Loading.

Off-street parking and loading spaces shall be required as set forth under §4.2. These standards may be modified as part of the approved development standards where alternative transportation, shared parking, or other means to reduce these requirements are justified.

§2.10.4. Planned Mixed-Use District (PD-MUD)

A. Principal Permitted Uses

Mixed-uses developed in a unified manner in accordance with the approved Final Development Plan, generally noted in the Primary Use Table §3.2.

B. Development Standards

The Final Development Plan must comply with the Development Standards adopted as part of the Preliminary Development Plan approval process (§2.10.2.F) or must have Development Standards adopted under the standards defined in §2.10.2.G. Additionally, the following shall be followed for the PD-MUD District:

1. Land Occupancy by Buildings

Total land occupancy by all buildings for a Mixed-Use Planned Development shall not exceed eighty (80) percent of the area of the tract, provided, however, that underground parking structures, the highest portions of which are not more than thirty (30) inches above the level of the centerline of the nearest adjacent street, shall not be included in computations of land occupancy by buildings.

2. Open Space Requirements

Open space of at least 20% shall be provided on the site and shall be reflected in the Landscape Plan provided.

a. A consistent landscape buffer shall be provided on any public right-of-way that includes at a minimum a six (6) foot tree lawn.

b. Parking Lot Screening shall be provided with a combination of trees, bushes, and other plants to create a minimum screen height of 36" inches to screen parking lots from public roadways. Earth mounds, decorative masonry walls and dense vegetation can be used in any combination to provide the required screening.

c. Connections to existing bikeways networks should be provided through the site and include dedicated public easements for public access.

d. Bike racks shall be provided per the City of Piqua Development Code.

3. Relation to Major Transportation Facilities

There shall be direct access to at least one major thoroughfare, as established in the Official Thoroughfare Plan for the City of Piqua.

4. Signage.

a. Consistent business signage is necessary for ease of way finding and visual continuity. Low profile monument signs, rather than pole or pylon signs, should be utilized. Prohibited signs include roof signs and billboards.

- b. Shared Entrance signage is permitted to be located on a separate parcel, with an agreement documenting property owner agreement between parties. The size and location of this signage shall be defined within the Development Standards for the PD, but generally should not be larger than 100 square feet and should only be placed at main entrances to the site.
 - c. Wayfinding signage shall be permitted as part of a site-wide Signage Plan that is submitted as part of the Preliminary or Final Development plans.
5. Site Planning
- The Site Plan, Landscaping Plan, and Lighting Plan shall provide, among other things, for:
- e. The physical character of the site shall be suitable for development in the manner proposed without hazards to people or property, on or off the site from probability of flooding, erosion, subsidence, slipping of the soil or other dangers, annoyances, or inconveniences.
 - f. The site must have direct access to a major street without creating traffic on minor residential streets outside the district. It must either be so located in relation to utilities and public facilities existing or to be developed so that no additional public expense will be involved.
 - g. Efficient, safe, convenient, and harmonious grouping of structures, uses, and facilities.
 - h. Appropriate relation of space inside and outside buildings to intended uses and structural features.
 - i. Pedestrian ways and vehicular access to streets.
 - j. Protection of pedestrian and traffic visibility.
 - k. Location of common open space.
 - l. Screening of off-street parking areas, service areas for loading and unloading vehicles, and areas for storage and collection of trash and garbage.

§3.2. Primary Use Table

Add under Special – “PD-R” and “PD-MUD” the following permitted uses and add “*PD-R and PD-MUD uses shall be approved as part of a preliminary development plan for each planned development district.”

- PD-R Permitted Uses
 - Residential Uses - ALL
 - Public Uses
 - College / University
 - Library / Museum
 - Place of Worship
 - School
 - Essential Services – ALL

- Recreation & Open Space – ALL
- Commercial Uses
 - Indoor Recreation
 - Outdoor Recreation, except shooting ranges
 - Personal Service
 - Retail
- PD-MUD Permitted Uses
 - Residential Uses - ALL
 - Public Uses - ALL
 - Commercial Uses
 - Day care
 - Hospitality – ALL
 - Indoor Recreation
 - Medical Office, not Hospital or Marijuana dispensary
 - General Office
 - Outdoor Recreation, except shooting ranges
 - Restaurant
 - Retail, except alternative financial services
 - Industrial Uses
 - Warehouse & Distribution

§3.7. Accessory Use Table

Add under Special – “PD-R” and “PD-MUD”

- All uses are permitted with added language to state “PD-R and PD-MUD accessory uses shall be approved as part of a preliminary development plan for each planned development district.”

§7.1.1 Summary of Review Authority Table

Add Planned Development under Legislative Review with Review by Community Services Director, Review by Planning Commission, and Decision by City Commission. Reflect web and mailed as public notice requirements.

§7.1.4 Planning Commission

- A. Review and Recommendation
 - Add 6. Planned Developments

§7.1.5 City Commission

- A. Decision
 - Add 6. Planned Developments
-

§4.3 Landscaping, Transitions, Screening

4.3.8 Walls and Fencing

C. Standards

...

3. Design and Installation

a. Material and Color

- i. Walls and fences must be constructed of a durable, low-maintenance material that has a long life expectancy. Wood may be used but must be sealed or regularly kept free from the overgrowth of mildew or other blighting features.
- ii. No wall or fence may be constructed of:
 1. Tires, junk, or other discarded materials.
 2. Chicken wire.
- iii. Walls and fences must be secure and be able to withstand being leaned against or climbed if they are within 5' of a public right-of-way.
- iv. Chain-linked fences in primary street or side street yards must be vinyl-coated in non-residential districts. Chain link fences are not permitted in the primary street or side yards of residential districts. ~~and chain-linked fences taller than 3.5' are not permitted for residential uses.~~
- v. Barbed wire or concertina wire is not allowed in any yard or any district in the city.

May 23, 2025

***** MEETING NOTICE *****

Please be advised that the Planning Commission meeting will be conducted on **Tuesday, June 10, 2025 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.



Chad Henry
City Planner

Resolution	Parcel	Recipient	Address	City	State	Zip
<u>PC 14-25</u>	N44-073485	WILLCOX BRUCE W & HELEN T	428 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005610	LMJ RENTALS LLC	512 514 NORTH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011490	WORLAND MICHAEL D & KIMBERLY D	606 ASH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008750	HUTTON ROBERT C & VINNIE L	521 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011430	BROWN LORI JILL	531 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015140	CITY OF PIQUA	513 515 WALNUT ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010780	SEELEY JOSEPH	602 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011420	PERRY SHAWN W	415 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250585	LEIBOLD PAUL F ARCHBISHOP	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011280	TAYLOR FRIEDA A	528 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011590	WORTMAN DEBRA K	518 ASH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010790	GREULICH DEBRA & KARL	604 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011290	SNAGGS LLC	524 526 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008850	WARD EMILY & CHRISTOPHER COLBERT	412 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011390	BOLTON RALPH N & MARIANNE	523 W GREENE	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250422	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015410	KINSELLA DOUGLAS E & CONNIE E	615 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011540	BINGHAM BRANDEN S	411 FRANKLIN	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008720	MAXWELL-ROTH NATASHA R & ROTH WENDY	509 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011495	MALONE JODY M & ELIZABETH E	ASH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010730	WALTERS JAMES R JR	526 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015160	SULLENBERGER RENTALS LLC	517 WALNUT ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008830	BALTES IRVIN J & KATHLEEN A	418 420 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005620	FIVE O'EIGHT LIMITED	602 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008860	BOGGS KEVIN W & CONNIE J	516 ASH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011470	CATHCART JUDITH E	416 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011510	SEBESTYEN GLYNN & LEE LLC	602 ASH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-076715	SOTO JOSE & CONNIE L	529 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008740	STUART TARA	517 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008630	BEASLEY ROBERT W & MELISSA S	409 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011370	PILARCZYK DANIEL E ST MARY ROMAN CATHOLIC	524 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015150	SLOAN MICHAEL W (TR)	620 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008690	TIMMPROPS2 LLC	419-421 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010740	MILLER RONNIE L	528 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008670	CITY OF PIQUA	417 17. BROADWAY	PIQUA	OH	45356

<u>PC 14-25</u>	N44-014860	STOTLER DALLAS R II & LORI A	616 W ASH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011460	DSI OHIO LLC	601 603 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005640	CASEY KEVIN J & MELODIE WYAN-	612 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011580	KNEPPER ADEN D & RUTH ELIZABETH	520 W ASH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011300	HAVAS SALLY JO	609 NORTH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015110	COLLINS STEVEN D	625 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011320	FORNSHIL VELMA S (TOD)	608 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250210	LEIBOLD PAUL F ARCHBISHOP	NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011388	EVANS ROBERT & JENNIFER	515 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008650	KIEFER THERESA L	415 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008890	STONE JOSHUA D & TARHA	402 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-076717	HOVENAC BRIAN E	415 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008880	BERNARD LINDA A	404 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011570	LEONARD BRENT T	522 W ASH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015380	SEIPEL NATHAN T	617 NORTH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250212	LEIBOLD PAUL F ARCHBISHOP	503 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011340	CRENSHAW ECKLIN PERRY	610 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011400	BAYMAN DIANE & CHARLES	529 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250421	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005590	DEAVOURS SARAH JANE (TOD)	428 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011560	TOZZI STEFANO TINUCCI	528 W ASH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005670	BATES JEAN J	614 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008840	STACHLER AMANDA L & CODY R	410 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011480	WILLOUGHBY JASON F & SUZANNE L	609 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011520	BUSTAMANTE JAVIER & FRANCISCO J PANTOJA RIVERA	406 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011550	MILLER JUDY L	530 ASH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010760	LAMOREAUX HARRY A(TOD)	538 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011350	ANDERSON KRISTOPHER R	600 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011450	PERRY STEVEN W	419 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005630	VICKORY ANTHONY V & KATHLEEN R MENKE	600 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008700	JOHNSON DAVID A & ORALIA S GUERRA	420 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005650	FIERCE MARY LOU & MARK G	608 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008780	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	510 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011410	WELLMAN KIMBERLY ANN	525 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011380	SCHNURR DENNIS M ARCHBISHOP OF CINCINNATI	522 GREENE W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015130	SK & DD ENTERPRISES LLC	614 GREENE ST W	PIQUA	OH	45356

<u>PC 14-25</u>	N44-008820	DUNLAVY-YORK VICTORIA L	416 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011310	CAVENDER BRIAN J	611 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015120	FISHBACK DAVID M & REBECCA J	615 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250580	LEIBOLD PAUL F ARCHBISHOP	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011330	YINGST BRITTNIE & DERON	604 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008710	BAKER TIMOTHY D & JANELLE	501 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010720	FLUTY THOMAS J & AMY M	522 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005580	STEVENS NICHOLE M	422 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008790	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	514 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-012200	AUSTIN EMUNA ESTATE LLC	606 NORTH ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011440	DSK PORTFOLIO 15 LLC	533 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010750	FERGUSON LUKE	534 W NORTH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008660	SPERAW CURTIS D	411 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008695	TIMMERMAN PROPERTIES LLC	421 GREENE ST W	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008730	COTTOM NICHOLAS	513 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-006750	ST MARYS CHURCH TRUSTEES	522 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008870	BERNARD LINDA A	404 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011500	MALONE JODY M & ELIZABETH E	412 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-010770	YOUNG BRANDON M	600 W NORTH	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005610	LMJ RENTALS LLC	P.O. BOX 1525	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008750	HUTTON ROBERT C & VINNIE L	521 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011430	BROWN LORI JILL	531 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015140	CITY OF PIQUA	201 W WATER ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011420	PERRY SHAWN W	2626 RONDOWA AVE	RIVERSIDE	OH	45404
<u>PC 14-25</u>	N44-011280	TAYLOR FRIEDA A	3459 PATRON DR	GROVETOWN	GA	30813
<u>PC 14-25</u>	N44-011590	WORTMAN DEBRA K	710 N WAYNE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011290	SNAGGS LLC	800 GOVERNORS RD	TROY	OH	45373
<u>PC 14-25</u>	N44-250422	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	528 BROADWAY ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011495	MALONE JODY M & ELIZABETH E	412 FRANKLIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015160	SULLENBERGER RENTALS LLC	9283 KNOUFF RD	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008830	BALTES IRVIN J & KATHLEEN A	228 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005620	FIVE O'EIGHT LIMITED	222 W ASH ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011510	SEBESTYEN GLYNN & LEE LLC	600 CALDWELL ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011370	PILARCZYK DANIEL E ST MARY ROMAN CATHOLIC	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015150	SLOAN MICHAEL W (TR)	9525 MECKSTROTH DR	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008690	TIMMPROPS2 LLC	4457 HORSESHOE BEND RD	TROY	OH	45373

<u>PC 14-25</u>	N44-008670	CITY OF PIQUA	201 W WATER ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011460	DSI OHIO LLC	4596 LEXINGTON AVE	JACKSONVILLE	FL	32210
<u>PC 14-25</u>	N44-011300	HAVAS SALLY JO	904 SHARON ST	FRAZIER PARK	CA	93225
<u>PC 14-25</u>	N44-250210	LEIBOLD PAUL F ARCHBISHOP	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015380	SEIPEL NATHAN T	101 SECOND ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-250212	LEIBOLD PAUL F ARCHBISHOP	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005670	BATES JEAN J	9 HOPEWOOD DR	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011550	MILLER JUDY L	1010 ELM ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011450	PERRY STEVEN W	2626 RONDOWA AVE	RIVERSIDE	OH	45404
<u>PC 14-25</u>	N44-008700	JOHNSON DAVID A & ORALIA S GUERRA	420 1/2 W GREENE ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-005650	FIERCE MARY LOU & MARK G	19 MARYMONT DR	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008780	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011380	SCHNURR DENNIS M ARCHBISHOP OF CINCINNATI	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-015130	SK & DD ENTERPRISES LLC	2309 KENSINGTON DR	SAINT MARYS	OH	45885
<u>PC 14-25</u>	N44-008710	BAKER TIMOTHY D & JANELLE	1612 S MAIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008790	PILARCZYK DANIEL E ARCHBISHOP OF CINCINNATI	528 BROADWAY	PIQUA	OH	45356
<u>PC 14-25</u>	N44-012200	AUSTIN EMUNA ESTATE LLC	650 S MAIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-011440	DSK PORTFOLIO 15 LLC	650 S MAIN ST	PIQUA	OH	45356
<u>PC 14-25</u>	N44-008695	TIMMERMAN PROPERTIES LLC	4457 HORSESHOE BEND RD	TROY	OH	45373
<u>PC 14-25</u>	N44-006750	ST MARYS CHURCH TRUSTEES	528 BROADWAY	PIQUA	OH	45356

Ordinance No. O-10-25 (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:

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