



PIQUA CITY COMMISSION REGULAR MEETING

TUESDAY, JULY 15, 2025

6:00 PM

COMMISSION CHAMBER - 2ND FLOOR

201 WEST WATER STREET

PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

- 1) Rules of Conduct

PRESENTATION

- 1) The Fire Committee will be providing an update.
- 2) Quarterly Financial Update

CONSENT AGENDA

- 1) **Approval of Minutes**
Approval of the Minutes from the June 17, 2025, Regular City Commission Meeting
- 2) **Resolution No. R-81-25**
A resolution of appreciation for the first half of 2025 City of Piqua Volunteers

OLD BUSINESS

- 1) **Ordinance No. O-10-25 (2nd Reading)**
An Ordinance to amend Title XV: Land Usage, Piqua Development Code

NEW BUSINESS

- 1) **Resolution No. R-82-25**
A resolution to authorize the City Manager to enter into an agreement with Miami Valley Equity Partners, LLP to lease the properties at 128 E. Water Street, Suite 201 and 202, Piqua, OH 45356.
- 2) **Resolution No. R-83-25** A Resolution accepting for statutory purposes a budget for the calendar year 2026
- 3) **Resolution No. R-84-25**
A resolution authorizing the City Manager to enter into an agreement with Wessler

Engineering Inc., for continued stormwater manhole inspections for the City of Piqua.

4) Resolution No. R-85-25

A resolution authorizing an expenditure of matching grant funds for asbestos abatement at decommissioned Piqua Power Plant

5) Resolution No. R-87-25 A Resolution establishing Trick or Treat/Beggar's Night in the City of Piqua as Thursday, October 30, 2025 from 6 pm - 8 pm.

6) Resolution No. R-88-25

A Resolution for the City Manager to enter into an agreement with Wessler Engineering, Inc. to design a Stormwater Manhole Rehabilitation and Replacement Project for the City of Piqua.

CITY MANAGER'S REPORT

COMMISSIONERS COMMENTS

ADJOURNMENT

NON-AGENDA PUBLIC COMMENT

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

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

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

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

NON-AGENDA PUBLIC COMMENT

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

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

RULES OF CONDUCT

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

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

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

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

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

**PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, JUNE 17, 2025**

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION

A motion was made by Commissioner Hohman to adjourn to Executive Session to consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk. Commissioner Simmons seconded.

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.

David Roth, Chair of the Fire Committee, spoke citing lack of cooperation from former city

employees. In February a request was sent to Bowling Green but alot of the documents were duplicates of documents already provided by the city. This has been a huge undertaking as most of the committee have full time jobs as well.

Joe Thompson would like to propose final report in a powerpoint format making it easier for the public to access. Commissioner DeBrosse saw no issue in the format as long as the information is accurate. Mayor Lee suggested conducting the final meeting be held in the Commission Chambers for space and technology access.

Commissioner Simmons asked where most documents have come from and if they have been interviewed. Alot of the information has come from the public. There have been breakout groups, more informal.

Commissioner Hohman asked about working relationship with the attorney. They have been helpful in drafting letters requesting certain documents.

Mayor Lee at this point read from the Rules of Conduct as to who may speak on Agenda items.

CONSENT AGENDA

1) Approval of Minutes

Approval of the Minutes from the June 3, 2025, Regular City Commission Meeting

Commissioner Vetter moved that each of the Consent Agenda items be read and approved separately. Commissioner Vetter Moved to approve the Minuted from the June 3, 2025 Commission Meeting. Commissioner Simmons Seconded.

2) Resolution No. R-74-25

A resolution appointing a member to the Park Board

A resolution to approve Alan Subler to serve as a fill-in member of the Park Board. His term will end March 1, 2030 unless a successor is confirmed and qualified. Commissioner Hohman made a motion to approve. Commissioner Simmons seconded.

3) Resolution No. R-75-25

A resolution appointing a member to the Board of Zoning Appeals

A resolution to approve Kirby King to the Board of Zoning Appeals. His term will expire March 1, 2028. Commission Vetter made a motion to approve. Commissioner Simmons seconded.

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.

A resolution transferring the ownership of the liquor permit for Bing's Place. Police Chief Rick Byron was asked if there was any opposition from the police department. There is none. Commissioner Hohman made a motion to approve. Commissioner DeBrosse seconded. Commissioner Vetter voted against.

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.

Kyle Hinkleman presented a proposal to sell a .52 acre of land on State Route 36 currently used as an easement. There is a developer interested in utilizing that land. This will not cause any disruption to services being provided by the city. Commissioner Hohman asked what the current zoning is. There is no zoning change proposed at this time. If a change were needed in the future it would need to be brought before the Planning Commission. Kim Heisler asked more specifically what land it is exactly. She asked how the sale price of 10.00 was arrived at. Kyle Hinkleman explained there is a sale price arrived at of either 1.00 or 10.00. Kyle explained that the developer is going to take that land and improve it. Solei Larson asked why the public was not able to comment on the Fire Committee presentation. Questioned why the land in this resolution was not offered for public bid. Spoke as to the agenda versus non-agenda items and the Sunshine Laws wording on when the public can speak. Commissioner Vetter moved to approve. Commissioner Hohman seconded. Commissioner Simmons voted no.

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

Kyle Hinkleman presented this bi-annual CDBG application for program year 2025. This funding generally goes to clearing blight and purchase of vacant land. Kim Heisler said the dates of the Community calendar did not have the dates of the Community Development meetings or the links to the meetings. Asked that the City make the website be more user friendly or put all on Facebook. Solei Larson spoke on citizens being disrespected. Valerie Mulliken asked about the Block Grant as it pertains to handicap accessibility. Commissioner Hohman made a motion to approve. Commissioner DeBrosse seconded. Commissioner Simmons voted against.

3) Resolution No. R-79-25

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

Chris Schmiesing spoke on the annexation of the reinvestment area. This is another step in the process. No commissioner questions.

Nicholas Mahrt and Valerie Mulliken chose not to speak. Kim Heisler wanted to express disappointment that Agenda packet was not ready until today.

Solei reiterated the Sunshine Laws and wants the Agenda and packet published 2 weeks in advance of the meeting. Commissioner Vetter made a motion to approve. Commissioner Simmons seconded.

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.

Jerry O'Brien asking for previous Resolution be rescinded and reset to July 15. The public notice was not made available in time. The deadline is July 20. Commissioner Hohman asked if the delay will result in an emergency ordinance request. Jerry said it will not. Solei again doesn't understand why the publication date was missed. Questioned whether this will have a bearing on tax rates. Jerry said this will not as the City will still make the deadline. Wants the commissioners to step up and start asking questions. Requested if they do not care then they step down. Suggested that the legal counsel for the city has a conflict of interest. Kim Heisler chose not to speak. Commissioner Simmons made a motion to approve. Commissioner DeBrosse seconded.

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.

Ordinance has been tabled until July 15, 2025 meeting. Backup listing Ordinances added to Charter will need to be listed.

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

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

Kyle Hinkleman explained the advantages of amending the current land usage development codes. See the packet for a breakdown of the various proposed changes.

Mayor Lee asked what would happen if a property owner does not agree? Is there a cost associated? The cost would be on the developer.

Commissioner Hohman asked to clarify that this is only for new development. That is true. What local communities are using this model? Most communities are using this model structure. Last section change to landscape and fencing acceptable materials. No chain link in front yard. All new fencing should be vinyl..

Mayor Lee asked if this is grandfathered for current fences ie, chain link. Yes

Commissioner DeBrosse asked where this originated as there are many people that have chain link in their front yard. Kyle said that is one of the most complained about fences. Commissioner DeBrosse moved to amend to strike and that chain link be allowed in front and side yards.

Solei cited the 4th Amendment that the city is trying to impede the citizens right to enjoy their property. Asks that the city please reconsider changing the charter to lower the number of voters needed to bring an ordinance before the board.

Valerie Mulliken asked about a client of her that lives in Candlewood who was told he could only have a 4ft fence. Chain link was his cheapest option but was told not possible. Solei Larson expressed concern that this is overstepping on the 4th Amendment Right to enjoy their own property. Concerned that eventually the citizens will get mad enough to start filing lawsuits. Requests the City hire an attorney to represent the citizens interests. As for changing charter Mayor Lee said that a charter review committee can be convened to look at changing the number of citizens needed to get a charter change before the commission. Kim then asked what mixed use is and does it open up the city to liability. Kim Heisler reiterated what Solei said about citizens personally attacking the staff and she ask that they be treated with the same respect. Agrees that the charter review needs to be looked at to lower the number of votes needed to get an issue on the agenda. This is a first reading. No vote.

COMMISSIONERS COMMENTS

Commissioner Simmons asked about the Charter Review Committee. His Church is doing a food outreach at 105 E Greene St.

Offered an apology to Chief Byron as a comment made at the last commission meeting was misinterpreted. Lastly, as related to the Executive Session he will be asking for a motion calling for the termination of our City Manager due to a number of reasons, i.e. the lawsuit and insurance rate increase, the Rumpke situation and the matter of if he took his Oath. Has taken issue with the unwillingness to discuss the video that surfaced and was mentioned in the June 3rd meeting. Commissioner Simmons made a motion for the termination of the City Manager. No second on the motion. Motion died.

Commissioner Hohman and DeBrosse had no comments

Commissioner Vetter asked about the spay and neuter program. Second, Farmer Market has started on Thursday nights. To Jerry O'Brien quarterly financial report will be in the July meeting. Clarify the special meetings that were requested. No dates have been finalized.

Mayor Lee asked for the Agenda Packets to be released to the public earlier. Commissioner Hohman weighed in as well. Mayor Lee reminder Juneteenth is Thursday.

ADJOURNMENT

Commissioner Hohman made motion to adjourn. Commissioner Vetter. Seconded.

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:

7-15-25

ATTEST:

Kimberly Hughes
COMMISSION CLERK

City of
PIQUA

COMMISSION AGENDA
STAFF REPORT

F.2.

MEETING DATE	July 15, 2025	
REPORT TITLE	<u>Resolution No. R-81-25</u> A resolution of appreciation for the first half of 2025 City of Piqua Volunteers	
SUBMITTED BY	Amy Welker, Asst. City Manager Parks & Recreation Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The Park Board has discussed the need to recognize volunteers who serve a vital role in the city by contributing to Community Service projects, serving on boards and committees, and giving their time to better the community. The Park Board asked that a list of volunteers be produced so they could be recognized and thanked for their outstanding efforts. This list acknowledges those citizens who served on a city board or committee, along with citizens who supported city parks, projects, or community projects. Citizens are encouraged to log their volunteer efforts and submit them to the Park Board for recognition.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	NA
	Expenditure \$:	NA
	Source of Funds:	NA
ATTACHMENTS	1. Exhibit A	

Resolution No. R-81-25

A resolution of appreciation for the first half of 2025 City of Piqua Volunteers

WHEREAS, community members volunteer their time to support City of Piqua Boards and Committees and Community events and projects; and

WHEREAS, the City of Piqua Park Board, along with the Mayor and City Commissioners, wish to thank the volunteers in the Community; and

WHEREAS, the City of Piqua and the entire Community benefit from the outstanding efforts of these volunteers.

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

SEC. 1: In recognition and appreciation of the efforts of the community members who volunteered from January through June of 2025, as listed in Exhibit "A" attached, this Commission tenders its unanimous and respectful tribute by this resolution, which shall be a matter of public and permanent record.

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



KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
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	<u>yea</u>
Commissioner Jim Vetter	<u>yea</u>
Commissioner Paul Simmons	<u>Excused</u>
Commissioner Thomas Hohman	<u>yea</u>
Commissioner Frank DeBrosse	<u>Excused</u>

2023 Volunteer List

As of 5.24.2023

First name	Last name	Group	Event/Date
Joyce	Ashton	Four Seasons Garden Club	
Bailey	Cooper	Lehman Catholic	
Arlene	Coyne	Four Seasons Garden Club	
Russ	Fashner	Friends of Piqua Parks	
Chris	Galbreath	Lehman Catholic	
Jim	Hemmert	Bike Safety Program	
Joshua	Knapke	Lehman Catholic	
Seth	Knapke	Lehman Catholic	
Ruth	Koon	Friends of Piqua Parks	
Jeff	Lange	POWW	
Daria	Lee	Lehman Catholic	
Kaden	Lee	Lehman Catholic	
Katie	McFarland	Lehman Catholic	
Donovan	O'Leary	Lehman Catholic	
Evan	O'Leary	Lehman Catholic	
Cindy	Pearson	Friends of Piqua Parks	
Judy	Quinter	Green Leaf Garden Club	
Adam	Seas	Wood St. Bike Path area	
Eva	Silvers	Wood St. Bike Path area	
Don	Smith	Friends of Piqua Parks	
Edna	Stiefel	Friends of Piqua Parks	
Morgan	Thurmond	Lehman Catholic	
Jill	Ventura	Four Seasons Garden Club	
Jim	Vetter	Friends of Piqua Parks	
Joe	Wilson	Neighbors Helping Neighbors	
Groups:			
Crane Pumps	9 employees	Mote Park	
Lehman Catholic High School	10 students	Fountain Park	
A Bunch of Hair 4H Club	15 kids	Fountain Park	
Green Leaf Garden Club			
Four Seasons Garden Club			

2023 Volunteer List

As of 5.24.2023

Contact info
grfashner@sbcglobal.net
jimhemm645@aol.com
ruthakoon@sbcglobal.net
221lange@gmail.com
ward2comm@piquaoh.gov
glgc45356@gmail.com
newme2saveme@gmail.com
ward1comm@piquaoh.gov
wilsonfamily04@earthlink.net
Per C. Boeke
Per C. Boeke
Leeanna Pennington leeannap7@yahoo.com
glgc45356@gmail.com

First name	Last name	Group
Joyce	Ashton	Four Seasons Garden Club
Arlene	Coyne	Four Seasons Garden Club
Russ	Fashner	Friends of Piqua Parks
Jim	Hemmert	Bike Safety Program
Ruth	Koon	Friends of Piqua Parks
Jeff	Lange	POWW
Cindy	Pearson	Friends of Piqua Parks
Judy	Quinter	Green Leaf Garden Club
Don	Smith	Friends of Piqua Parks
Edna	Stiefel	Friends of Piqua Parks
Jill	Ventura	Four Seasons Garden Club
Jim	Vetter	Friends of Piqua Parks
Joe	Wilson	Neighbors Helping Neighbors
Groups:		
Lehman Catholic High School	High School students	Fountain Park
Dream Lawn	Mowing	Linear Path/OI bridge
Green Leaf Garden Club		
Four Seasons Garden Club		

City of PIQUA

COMMISSION AGENDA STAFF REPORT

G.1.

MEETING DATE	July 15, 2025
REPORT TITLE	<u>Ordinance No. O-10-25 (2nd Reading)</u> An Ordinance to amend Title XV: Land Usage, Piqua Development Code
SUBMITTED BY	Kyle Hinkelman , Director Community Services
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	The 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. Based on the 1st Reading with the City Commission, the language was modified to remove the changes proposed to chain link fencing.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	1. PC Packet - PC13-25 - Updated	

Ordinance No. O-10-25 (2nd 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

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 Bubb	☐	☐	☐	☒
Mr. Eddie Harvey	☒	☐	☐	☐
Mr. Terry Wright	☒	☐	☐	☐
Mr. Adam Seas	☒	☐	☐	☐
Mr. Micah Underwood	☒	☐	☐	☐

Adopted this 10 day of June, 2025.

Vice

Chairman, Planning Commission

Eddie Harvey
Bradley C. Bubb
Eddie Harvey

Clerk, Planning Commission

Emily McCulla
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

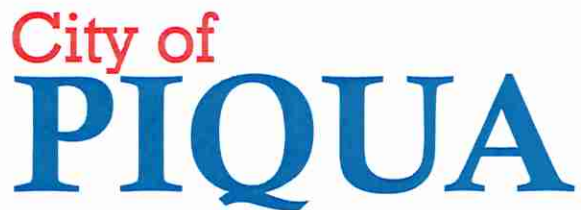
C. Standards

...

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 and chain-linked fences taller than 3.5' are not permitted for residential use.
- v. Barbed wire or concertina wire is not allowed in any yard or any district in the city.



Development Department

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

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.

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

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 & LORIA	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	PIERCE 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 BRITTNI E & 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 WASH 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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

H.1.

MEETING DATE	July 15, 2025	
REPORT TITLE	Resolution No.R-82-25 A resolution to authorize the City Manager to enter into an agreement with Miami Valley Equity Partners, LLP to lease the properties at 128 E. Water Street, Suite 201 and 202, Piqua, OH 45356.	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The City of Piqua has a need and desire to lease two spaces at 128 E. Water Street (Suite 201 and 202) to meet the needs of the Lock 9 concert series green room requirements for entertainment as well as provide a rental amenity to package with wedding and event options at the Fort Piqua Plaza. Over the last year of successful events at Lock 9, it has been found that most medium and large-scale acts require a green room. Currently, the city has utilized Crooked Handle or has rented an RV or campers to meet the green room requirements of the entertainment acts. The city wishes to have a long-term solution to allow consistent management of the space and to create a flexible environment to meet additional goals. Additionally, the city has heard continually over the last year that one of the biggest challenges with booking weddings and larger events at Fort Piqua Plaza is the lack of hotel rooms available close to the venue. It is the intention of the city to allow the space to also be rented out individually or through packages with the Fort Piqua Plaza Banquet Center to provide short-term rental housing in downtown to meet this demand.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	\$30,000.00
	Source of Funds:	105-015-880-7553
	Narrative:	

ATTACHMENTS	1. Piqua - Miami Valley - Lease Agreement Final 6.30.25
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Resolution No.R-82-25

A resolution to authorize the City Manager to enter into an agreement with Miami Valley Equity Partners, LLP to lease the properties at 128 E. Water Street, Suite 201 and 202, Piqua, OH 45356.

WHEREAS, the City of Piqua has a need and desire to lease 128 E. Water Street, Suite 201 and 202; and

WHEREAS, the rental units provide the necessary space to meet the needs of the city related to the activities at Lock 9 Park and green room requirements for current and future entertainment, as well as provide an additional asset to assist the Fort Piqua Plaza banquet center with marketing and package development for weddings and destination events; 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 sign the lease for the properties at 128 E. Water Street, Suite 201 and 202, Piqua, OH 45356 for an amount not to exceed \$30,000.00 annually, in accordance with the attached Lease Agreement for a period of three (3) years, commencing July 1, 2025 and ending June 1, 2028.
- SEC. 2: The Finance Director certifies and warrants that the funds are available for the lease in the amount of \$30,000 annually for the term of the lease effective July 1, 2025.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.



KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
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	<u>Yea</u>
Commissioner Jim Vetter	<u>Yea</u>
Commissioner Paul Simmons	<u>Excused</u>
Commissioner Thomas Hohman	<u>Yea</u>
Commissioner Frank DeBrosse	<u>Excused</u>

COMMERCIAL LEASE AGREEMENT

THE LEASE AGREEMENT (the "Lease") is dated the __ day of July, 2025 (the "Effective Date"), by and between **Miami Valley Equity Partners, LLP**, 4414 W. Demming Rd., Piqua, Ohio 45356 ("Landlord") and the **City of Piqua, Ohio**, a Chartered Municipal Corporation, 201 W. Main St., Piqua, Ohio 45356 (the "Tenant"). Each entity will be referred to individually as a "Party" and will be referred to collectively as "Parties" within this Agreement.

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

I. Definitions.

When used in this Agreement, the following expressions will have the meanings indicated:

- a) "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 128 E. Water St Suite 201 & 202, Piqua, OH 45356, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.
- b) "Common Areas and Facilities" mean:
 - 1. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - 2. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- c) "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable

premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements.

- d) "Premises" means the commercial premises at 128 E. Water St Suite 201 & 202, Piqua, OH 45356.
- e) "Rent" means the total of Base Rent and Additional Rent.

II. Leased Premises.

The Landlord agrees to rent to the Tenant the commercial premises municipally described as 128 E. Water St Suite 201 & 202, Piqua, OH 45356 (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"): Corporate Entertainment & Housing, General Event Space, Meeting Space, Short-Term Rentals, and any other use mutually agreed upon by the Parties.

No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

III. Term of Agreement.

The Lease term commences at 12:00 p.m. on July 1, 2025, and ends at 12:00 p.m. on June 30, 2028 (the "Term").

Should the Tenant remain in possession of the Premises with the consent of the Landlord after the expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either Party giving one month's notice to the other Party.

Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.

IV. Rent.

Subject to the provisions of this Lease, the Tenant will pay a base rent of \$30,000.00, payable each year, for the Premises (the "Base Rent"), without setoff, abatement or deduction.

The Tenant will pay the Base Rent on or before the 1st day of July of each and every year of the Term to the Landlord at 4414 W. Demming Rd Piqua, OH 45356, or at such other place as the Landlord may later designate.

No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

V. Operating Costs.

In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:

- a) cleaning and janitorial services; and,
- b) window cleaning.

The Landlord will be responsible for paying the following operating costs:

- a) property or building taxes and sales or use taxes related to the Building or this Lease;
- b) repairs and replacements to the Building and any component of the Building;
- c) all outdoor maintenance, including landscaping and snow removal;
- d) operation and maintenance of parking areas;
- e) preventive maintenance and inspection; and
- f) maintenance of fixtures and heating.

VI. Use and Occupation.

The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as the Tenant may determine, subject to the Tenant's right to assign, sublet, or otherwise allow third parties to utilize the Premises for the uses outlined in Article II of this Lease, as outlined in Article XX of this Lease.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

VII. Tenant's Designee.

Tenant shall be able to appoint a designee to manage or otherwise run the Tenant's use at the Premises. Tenant agrees to notify Landlord of such designee at least seven (7) business days before Tenant's designee manages or otherwise begins to run Tenant's use of the Premises.

Landlord may not interfere with Tenant's selection of its designee. A copy of any Management Agreement between Tenant and its designee will be provided to the Landlord.

VIII. Quiet Enjoyment.

The Landlord covenants that in paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the Term.

IX. Overholding.

If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

X. Additional Rights on Re-Entry.

If the Landlord reenters the Premises or terminates this Lease, then:

- a) notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b) the Landlord shall not be entitled to self-help or to use any such force to gain admittance to or for retaking the Premises.

XI. Inspections and Landlord's Right to Enter.

Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean and in tenantable condition.

During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice at least 24 hours prior to entering.

XII. Lease Renewal.

Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the rent, the amount of the

rent will be determined by mediation. The rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

XIII. Landlord Chattels.

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels: Fully furnished, including all appliances, living room and bedroom furniture and home goods as needed to provide turn key accommodations.

XIV. Tenant Improvements.

The Tenant will obtain written permission from the Landlord before doing any of the following:

- a) painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- b) removing or adding walls, or performing any structural alterations;
- c) changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d) affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- e) installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

XV. Utilities and Other Costs.

The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet, and cable.

XVI. Insurance.

- a) Indemnification by Landlord. Landlord will defend and indemnify and hold Tenant harmless from and against any and all loss, cost, expense, and liability whatsoever, resulting directly or indirectly from (1) any occurrence within the Common Areas or parking lot, regardless of the cause except to the extent caused by the negligence or intentional misconduct of Tenant, Tenant's agents or employees, (2) any occurrence within the Leased Premises to the extent caused by the negligence or intentional misconduct of Landlord, Landlord's agents, employees, invitees or contractors, (3) any breach of Landlord's representations, warranties or covenants under this lease or (4) the acts or omissions of Landlord, its authorized representatives, contractors, licensees and/or invitees.
- b) Public Liability Insurance. Tenant, at its own expense, shall carry public liability insurance covering the Premises and Tenant's use thereof with not less than a

\$1,000,000 combined single limit with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy), on account of bodily injury or death to one or more person or persons, and on account of damage to property. Tenant shall deposit said policy(ies) (or certificates thereof) with Landlord before the date of any use or occupancy of the Premises by Tenant. Said policy or policies shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.

- c) Landlord's Insurance. Landlord shall maintain insurance against loss or damage to the Building with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Tenant's personal property and any Alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require. Landlord shall also keep in effect commercial general liability insurance, including blanket contractual liability insurance, with not less than a \$1,000,000 combined single limit with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage.
- d) Landlord's Liability. Landlord shall not be liable for any damage to Tenant's property located in the Premises, regardless of the cause of such damage other than damages caused by Landlord or Landlord's agents.
- e) Fire and Extended Coverage Insurance. Landlord, at its expense, agrees to carry policies insuring the Building against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Premises are located, in an amount equal to at least eighty percent (80%) of the insurable value of such improvements, together with insurance against such other risks in such amounts as Landlord deems appropriate.
- f) Fire and Casualty. In the event the Premises or the building shall be partially damaged by fire or other casualty, the same, except as hereinafter provided, shall be repaired as speedily as possible by and at Landlord's expense. All rent payments from Tenant shall be abated proportionately. In case the damage should be so extensive as to render the Premises untenable, the rent shall cease until such time as the premises and the means of access to them shall be put in repair by and at the expense of the Landlord. However, if such damage resulted from or was contributed to by fact, fault or neglect of Tenant, Tenant's employees, invitees or agents, there shall be no abatement of rent.

XVII. Governing Law.

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed

in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Ohio, without regard to the jurisdiction in which any action or special proceeding may be instituted.

XVIII. Severability.

If there is a conflict between any provision of this Lease and Ohio law, Ohio law prevails such provisions of the Lease will be amended or deleted as necessary in order to comply with Ohio law.

XIX. Assignment and Subletting.

The Tenant may assign this Lease in whole or in part, and may sublet all or any part of the Premises, to any other person in whole or in part or any other right or interest under this Lease. Landlord agrees and understands that the Tenant intends to utilize the Premises for the uses outlined in Article II of this Lease. However, Landlord agrees and understands that Tenant will have a third-party management company manage its use of the Premises, which will allow the Tenant to have third parties book or otherwise also utilize the Premises for the uses outlined in Article II of this Lease.

Tenant's ability to have third parties occupy the Premises is an essential part of this Lease. Furthermore, Landlord agrees and understands that it is entitled to receive Base Rent from the Tenant, which shall constitute full payment under this Lease. Landlord agrees that it is not entitled to any additional sums received by the Tenant from third parties that utilize the Premises for the uses outlined in Article II of this Lease.

If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

XX. Care and Use of Premises.

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or of any furnishings or other property supplied by the Landlord.

Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

The Tenant will not engage in any illegal trade or activity on or about the Premises. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

XXI. Surrender of Premises.

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

XXII. Hazardous Materials.

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

XXIII. General Provisions.

- a) Waiver. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- b) Binding. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- c) Notices. Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Tenant: City Manager
 City of Piqua
 201 Water St.
 Piqua, OH 45356
 poberdorfer@piquaoh.org
 Phone: 937-778-8300

Landlord: Miami Valley Equity Partners, LLP
 4414 W. Demming Rd
 Piqua, OH 45356
 andrew@atcs-inc.com
 937-673-0764

- d) Time is of the Essence. Time is of the essence in this Lease.

- e) Entire Agreement. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied. Any subsequent modifications to this Lease must be made in writing and mutually agreed upon by the Parties.
- f) Counterparts. The Parties agree this Lease may be executed by facsimile or email and in multiple PDF counterparts by the parties, and the counterparts shall collectively constitute a single, original, document, even though the signatures may not appear on the same page.

SIGNATURES

The Parties hereby represent and warrant to each other that they have the right, power, legal capacity, and authority to enter into and perform their obligations under this Agreement and that the signature and execution of this Agreement have been duly authorized.

Miami Valley Equity Partners, LLP

City of Piqua, Ohio

Andrew Huelskamp Date
Partner

Paul Oberdorfer Date
City Manager

APPROVED AS TO FORM:

Ryan C. Spitzer
Isaac Wiles Burkholder & Miller,
LLC, on behalf of the City of Piqua
Law Department

City of
PIQUA

COMMISSION AGENDA
STAFF REPORT

H.2.

MEETING DATE	July 15, 2025	
REPORT TITLE	<u>Resolution No. R-83-25</u> A Resolution accepting for statutory purposes a budget for the calendar year 2026	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The city is required to adopt a tax budget and submit it to the County Budget Commission by July 20 th of each year for the ensuing year. The tax budget is submitted to the County Budget Commission to demonstrate financial need to the County Budget Commission and to qualify the city to receive property tax collections and local government funding. Passage of the tax budget is necessary for the city to qualify to receive funds.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$131,182,231
	Expenditure \$:	\$131,182,231
	Source of Funds:	all funds
	Narrative:	The City requested and received an extension for submission of the tax budget to the County Auditor until August 8, 2026.
ATTACHMENTS	1. County Tax Budget Letter 2. 2026 Tax Budget 3. Draft Ordinance	

Resolution No. R-83-25

A Resolution accepting for statutory purposes a budget for the calendar year 2026

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

WHEREAS, said tax budget, identified as the "2026 County Tax Budget" and incorporated by reference herein, has been presented to this Commission.

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

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 2026 County Tax Budget for the City of Piqua, Ohio is hereby accepted as current for all statutory purposes.

SEC. 2: Pursuant to Charter Section 49, receipt of the 2026 draft appropriation ordinance is hereby acknowledged.

SEC. 3: The Clerk of this Commission is hereby authorized and directed to certify a true copy of this Resolution and of the 2026 County Tax Budget to the Miami County Budget Commission.

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



KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
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

yea
yea

Commissioner Paul Simmons
Commissioner Thomas Hohman
Commissioner Frank DeBrosse

Excused
yea
Excused

City of PIQUA

City of Piqua

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

July 15, 2025

Mr. Paul Oberdorfer
City Manager

RE: Year 2026 County Tax Budget and Draft Appropriation Ordinance

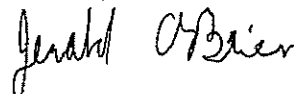
The 2026 County Tax Budget was prepared based upon information obtained from the individual city departments and city administration.

The total 2026 tax budget is projected to be \$131.2 million; a decrease of \$4.2 million, or 3.1% less than the latest 2025 estimates. The major reasons for the net \$4.2 million decrease are as follows:

<u>GENERAL FUNDS</u>	<u>AMOUNTS OF CHANGE</u> <u>YEAR 2026 VERSUS 2025</u>
General Fund	\$ 1.8 million increase
Parks Fund	\$ 0.3 million increase
Fort Piqua Plaza Fund	\$ 0.1 million increase
General Funds Total	\$ 2.2 million increase
 <u>CAPITAL PROJECT FUNDS</u>	
Lock 9 Improvements	\$ (1.1) million decrease
Scott Drive Redevelopment	\$ (0.2) million decrease
City Facilities Improvements	\$ (3.9) million decrease
Capital Project Funds Total	\$ (5.2) million decrease
 <u>SPECIAL REVENUE FUNDS</u>	
Safety Fund	\$ 0.1 million increase
Street Income Tax	\$ 1.5 million increase
Special Revenue Funds Total	\$ 1.6 million increase
 <u>DEBT SERVICE FUNDS</u>	
Shawnee Debt Service	\$ (0.1) million decrease
Debt Service Fund Total	\$ (0.1) million decrease
 <u>ENTERPRISE FUNDS</u>	
Electric System	\$ (2.0) million decrease
Wastewater System	\$ (0.7) million decrease
Enterprise Funds Total	\$ (2.7) million decrease
 GRAND TOTAL	\$4.2 million decrease

If you have any questions, please let me know.

Sincerely,



Jerald O'Brien, Finance Director

CITY OF PIQUA, OHIO
2026 COUNTY TAX BUDGET

		ACTUAL 2023	ACTUAL 2024	ESTIMATED 2025	PROPOSED 2026
<u>OPERATING FUNDS</u>					
TOTAL GENERAL FUND	Balance as of 1/1		\$ 11,442,510	\$ 12,898,107	\$ 9,922,153
	Total Revenues	\$ 33,240,199	\$ 25,473,404	\$ 25,760,434	\$ 26,443,311
	Total Expenses	<u>21,797,689</u>	<u>24,017,807</u>	<u>28,736,388</u>	<u>30,890,052</u>
	Balance as of 12/31	\$ 11,442,510	\$ 12,898,107	\$ 9,922,153	\$ 5,475,412
TOTAL ENTERPRISE FUNDS	Balance as of 1/1		\$ 25,739,800	\$ 34,961,972	\$ 24,183,358
	Total Revenues	\$ 83,352,420	\$ 53,748,444	\$ 54,771,337	\$ 55,426,737
	Total Expenses	<u>57,612,620</u>	<u>44,526,272</u>	<u>65,549,951</u>	<u>62,860,879</u>
	Balance as of 12/31	\$ 25,739,800	\$ 34,961,972	\$ 24,183,358	\$ 16,749,216
TOTAL OPERATING FUNDS (GENERAL PLUS ENTERPRISE)	Balance as of 1/1		\$ 37,182,310	\$ 47,860,079	\$ 34,105,511
	Total Revenues	\$ 116,592,619	\$ 79,221,848	\$ 80,531,771	\$ 81,870,048
	Total Expenses	<u>79,410,309</u>	<u>68,544,079</u>	<u>94,286,339</u>	<u>93,750,931</u>
	Balance as of 12/31	\$ 37,182,310	\$ 47,860,079	\$ 34,105,511	\$ 22,224,628

<u>TOTAL SPECIAL REVENUE FUNDS</u>	Balance as of 1/1		\$ 16,102,414	\$ 17,653,926	\$ 11,250,418
	Total Revenues	\$ 35,910,949	\$ 18,176,242	\$ 18,767,522	\$ 20,523,775
	Total Expenses	<u>19,808,535</u>	<u>16,624,730</u>	<u>25,171,030</u>	<u>26,758,857</u>
	Balance as of 12/31	\$ 16,102,414	\$ 17,653,926	\$ 11,250,418	\$ 5,015,336
<u>TOTAL INTERNAL SERVICE FUNDS</u>	Balance as of 1/1		\$ 3,193,757	\$ 2,716,497	\$ 2,202,113
	Total Revenues	\$ 5,096,662	\$ 1,532,829	\$ 4,470,793	\$ 4,607,271
	Total Expenses	<u>1,902,905</u>	<u>2,010,089</u>	<u>4,985,177</u>	<u>4,965,661</u>
	Balance as of 12/31	\$ 3,193,757	\$ 2,716,497	\$ 2,202,113	\$ 1,843,723
<u>TOTAL FIDUCIARY FUNDS</u>	Balance as of 1/1		\$ 489	\$ 500	\$ 516
	Total Revenues	\$ 489	\$ 12	\$ 16	\$ 17
	Total Expenses	<u>-</u>	<u>1</u>	<u>-</u>	<u>-</u>
	Balance as of 12/31	\$ 489	\$ 500	\$ 516	\$ 533
<u>TOTAL CAPITAL PROJECT FUNDS</u>	Balance as of 1/1		\$ 1,475,690	\$ 1,236,534	\$ 300,000
	Total Revenues	\$ 6,667,007	\$ 4,121,137	\$ 4,256,853	\$ 300,000
	Total Expenses	<u>5,191,317</u>	<u>4,360,293</u>	<u>5,193,387</u>	<u>-</u>
	Balance as of 12/31	\$ 1,475,690	\$ 1,236,534	\$ 300,000	\$ 600,000
<u>TOTAL DEBT SERVICE FUNDS</u>	Balance as of 1/1		\$ 725,993	\$ 694,122	\$ 560,326
	Total Revenues	\$ 19,445,449	\$ 7,048,068	\$ 5,638,564	\$ 5,617,468
	Total Expenses	<u>18,719,456</u>	<u>7,079,939</u>	<u>5,772,380</u>	<u>5,706,782</u>
	Balance as of 12/31	\$ 725,993	\$ 694,122	\$ 560,326	\$ 471,012

<u>GRAND TOTAL ALL FUNDS</u>	Balance as of 1/1		\$ 58,680,653	\$ 70,161,658	\$ 48,418,884
	Total Revenues	\$ 183,713,175	\$ 110,100,136	\$ 113,665,539	\$ 112,918,579
	Total Expenses	<u>125,032,522</u>	<u>98,619,131</u>	<u>135,408,313</u>	<u>131,182,231</u>
	Balance as of 12/31	\$ 58,680,653	\$ 70,161,658	\$ 48,418,884	\$ 30,155,232

CITY OF PIQUA, OHIO
2026 COUNTY TAX BUDGET

		ACTUAL 2023	ACTUAL 2024	ESTIMATED 2025	PROPOSED 2026
GENERAL FUND					
GENERAL (001)					
	Balance as of 1/1		\$ 11,199,157	\$ 12,443,317	\$ 9,610,343
	Total Revenues	\$ 15,776,630	\$ 7,573,377	\$ 7,322,667	\$ 7,658,960
	Total Expenses	4,577,473	6,329,217	10,155,641	11,944,520
	Balance as of 12/31	\$ 11,199,157	\$ 12,443,317	\$ 9,610,343	\$ 5,324,783
NEIGHBORHOOD IMPROV. TEAM (104)					
	Balance as of 1/1		\$ 87,591	\$ 95,627	\$ 31,327
	Total Revenues	\$ 121,370	\$ 27,999	\$ 30,000	\$ 31,050
	Total Expenses	33,779	19,963	94,300	61,601
	Balance as of 12/31	\$ 87,591	\$ 95,627	\$ 31,327	\$ 778
PARK DEPT. (105)					
	Balance as of 1/1		\$ 11,441	\$ 97,931	\$ 37,963
	Total Revenues	\$ 1,550,363	\$ 1,471,845	\$ 2,425,660	\$ 2,760,558
	Total Expenses	1,536,922	1,365,355	2,485,628	2,765,628
	Balance as of 12/31	\$ 11,441	\$ 97,931	\$ 37,963	\$ 32,893
DUI EDUCATIONAL FUND (109)					
	Balance as of 1/1		\$ 11,626	\$ 12,121	\$ 1,691
	Total Revenues	\$ 11,626	\$ 495	\$ 570	\$ 590
	Total Expenses	-	-	11,000	-
	Balance as of 12/31	\$ 11,626	\$ 12,121	\$ 1,691	\$ 2,281
MAUSOLEUM FUND (110)					
	Balance as of 1/1		\$ 610	\$ 1,102	\$ 1,102
	Total Revenues	\$ 3,907	\$ 8,400	\$ 25,000	\$ 25,875
	Total Expenses	3,287	7,808	25,000	25,000
	Balance as of 12/31	\$ 610	\$ 1,102	\$ 1,102	\$ 1,977
PRO-PIQUA (128)					
	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 60,000	\$ 60,000	\$ 30,000	\$ 30,000
	Total Expenses	60,000	60,000	30,000	30,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
POLICE AUXILIARY (120)					
	Balance as of 1/1		\$ 1,556	\$ 1,556	\$ 1,556
	Total Revenues	\$ 1,556	\$ -	\$ -	\$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ 1,556	\$ 1,556	\$ 1,556	\$ 1,556
INCOME TAX (407)					
	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 15,309,458	\$ 15,869,093	\$ 14,903,100	\$ 14,903,100
	Total Expenses	15,309,458	15,869,093	14,903,100	14,903,100
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
FORT PIQUA PLAZA (410)					
	Balance as of 1/1		\$ 108,252	\$ 194,832	\$ 188,550
	Total Revenues	\$ 382,938	\$ 632,851	\$ 773,437	\$ 800,507
	Total Expenses	274,686	546,271	779,719	908,133
	Balance as of 12/31	\$ 108,252	\$ 194,832	\$ 188,550	\$ 80,924
UNCLAIMED TRUST (606)					
	Balance as of 1/1		\$ 7,037	\$ 34,292	\$ 32,292
	Total Revenues	\$ 7,037	\$ 27,255	\$ -	\$ -
	Total Expenses	-	-	2,000	2,070
	Balance as of 12/31	\$ 7,037	\$ 34,292	\$ 32,292	\$ 30,222
EMPLOYEE FLEXIBLE SPENDING (615)					
	Balance as of 1/1		\$ 15,240	\$ 17,329	\$ 17,329
	Total Revenues	\$ 15,314	\$ 2,089	\$ 250,000	\$ 232,671
	Total Expenses	74	-	250,000	250,000
	Balance as of 12/31	\$ 15,240	\$ 17,329	\$ 17,329	\$ -
TOTAL GENERAL FUND					
	Balance as of 1/1		\$ 11,442,510	\$ 12,898,107	\$ 9,922,153
	Total Revenues	\$ 33,240,199	\$ 25,473,404	\$ 25,760,434	\$ 28,443,311
	Total Expenses	\$ 21,797,689	\$ 24,017,807	\$ 28,736,388	\$ 30,890,052
	Balance as of 12/31	\$ 11,442,510	\$ 12,898,107	\$ 9,922,153	\$ 5,475,412
SPECIAL REVENUE FUNDS					
SAFETY (106)					
	Balance as of 1/1		\$ 2,065,904	\$ 1,910,766	\$ 372,950
	Total Revenues	\$ 11,081,060	\$ 11,066,327	\$ 12,194,008	\$ 13,590,286
	Total Expenses	9,015,156	11,221,465	13,731,824	13,880,296
	Balance as of 12/31	\$ 2,065,904	\$ 1,910,766	\$ 372,950	\$ 82,938
STREET DEPT. (101)					
	Balance as of 1/1		\$ 7,029,467	\$ 6,417,292	\$ 6,478,417
	Total Revenues	\$ 9,859,857	\$ 4,024,085	\$ 3,824,840	\$ 3,958,502
	Total Expenses	2,830,390	2,636,280	5,763,515	6,077,238
	Balance as of 12/31	\$ 7,029,467	\$ 6,417,292	\$ 6,478,417	\$ 4,359,681

CITY OF PIQUA, OHIO
2026 COUNTY TAX BUDGET

		ACTUAL 2023	ACTUAL 2024	ESTIMATED 2025	PROPOSED 2026
STATE HIGHWAY (102)	Balance as of 1/1		\$ 92,632	\$ 103,352	\$ 77,752
	Total Revenues	\$ 105,492	\$ 100,362	\$ 94,400	\$ 97,704
	Total Expenses	12,880	89,642	120,000	124,200
	Balance as of 12/31	\$ 92,632	\$ 103,352	\$ 77,752	\$ 51,256
STREET INCOME TAX (1/4%) (103)	Balance as of 1/1		\$ 5,141,565	\$ 6,226,008	\$ 3,786,967
	Total Revenues	\$ 7,310,276	\$ 2,190,135	\$ 2,043,500	\$ 2,257,345
	Total Expenses	2,168,711	1,105,692	4,482,541	5,986,861
	Balance as of 12/31	\$ 5,141,565	\$ 6,226,008	\$ 3,786,967	\$ 57,451
RENEW PIQUA (114)	Balance as of 1/1		\$ 477	\$ 477	\$ -
	Total Revenues	\$ 477	\$ -	\$ -	\$ -
	Total Expenses	-	-	477	-
	Balance as of 12/31	\$ 477	\$ 477	\$ -	\$ -
MANDATORY DRUG FINE (111)	Balance as of 1/1		\$ 4,495	\$ 4,495	\$ 95
	Total Revenues	\$ 4,495	\$ -	\$ -	\$ -
	Total Expenses	-	-	4,400	-
	Balance as of 12/31	\$ 4,495	\$ 4,495	95	95
CHIP 2019 (117)	Balance as of 1/1		\$ -	\$ 10,000	\$ 10,000
	Total Revenues	\$ 213,385	\$ 10,000	\$ 104,875	\$ 104,875
	Total Expenses	213,385	-	104,875	104,875
	Balance as of 12/31	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
CDBG - CV BLOCK GRANT (118)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 188,592	\$ 444,655	\$ -	\$ -
	Total Expenses	188,592	444,655	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
CHIP PROGRAM INCOME (119)	Balance as of 1/1		\$ 188,421	\$ 214,921	\$ 67,552
	Total Revenues	\$ 221,111	\$ 26,500	\$ 9,631	\$ 9,968
	Total Expenses	32,690	-	157,000	52,802
	Balance as of 12/31	\$ 188,421	\$ 214,921	\$ 67,552	\$ 24,718
DEMOLITION DEFENSE FUND (126)	Balance as of 1/1		\$ 138,440	\$ 47,016	\$ 47,016
	Total Revenues	\$ 203,493	\$ 47,016	\$ 100,000	\$ 100,000
	Total Expenses	65,053	138,440	100,000	100,000
	Balance as of 12/31	\$ 138,440	\$ 47,016	\$ 47,016	\$ 47,016
CDBG BLOCK GRANT (122)	Balance as of 1/1		\$ -	\$ 15,000	\$ 15,000
	Total Revenues	\$ 136,188	\$ 16,208	\$ 150,000	\$ 150,000
	Total Expenses	136,188	1,208	150,000	150,000
	Balance as of 12/31	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
REVOLVING LOAN (130)	Balance as of 1/1		\$ 92,266	\$ 105,716	\$ 16,516
	Total Revenues	\$ 92,266	\$ 13,450	\$ 12,700	\$ 13,145
	Total Expenses	-	-	101,900	29,661
	Balance as of 12/31	\$ 92,266	\$ 105,716	\$ 16,516	\$ -
SCARBROUGH TIF FUND (112)	Balance as of 1/1		\$ -	\$ -	\$ 38,450
	Total Revenues	\$ 40,501	\$ 39,004	\$ 39,000	\$ 40,365
	Total Expenses	40,501	39,004	550	550
	Balance as of 12/31	\$ -	\$ -	\$ 38,450	\$ 78,265
ONEOHIO OPIOID SETTLEMENT (113)	Balance as of 1/1		\$ 27,522	\$ 87,422	\$ 53,222
	Total Revenues	\$ 27,689	\$ 59,900	\$ 50,000	\$ 51,750
	Total Expenses	167	-	84,200	87,147
	Balance as of 12/31	\$ 27,522	\$ 87,422	\$ 53,222	\$ 17,825
ECONOMIC DEVELOPMENT DEPARTMENT (135)	Balance as of 1/1		\$ 4,535	\$ 34,927	\$ 34,927
	Total Revenues	\$ 6,640	\$ 30,392	\$ -	\$ -
	Total Expenses	2,105	-	-	-
	Balance as of 12/31	\$ 4,535	\$ 34,927	\$ 34,927	\$ 34,927
AMERICAN RESCUE PLAN ACT (141)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 4,504,249	\$ -	\$ -	\$ -
	Total Expenses	4,504,249	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -

**CITY OF PIQUA, OHIO
2026 COUNTY TAX BUDGET**

		ACTUAL 2023	ACTUAL 2024	ESTIMATED 2025	PROPOSED 2026
AGRICULTURAL REVOLVING LOAN (142)	Balance as of 1/1		\$ 120,778	\$ 79,771	\$ 16,316
	Total Revenues	\$ 120,778	\$ 5,309	\$ 14,545	\$ 15,054
	Total Expenses	-	46,316	78,000	31,370
	Balance as of 12/31	\$ 120,778	\$ 79,771	\$ 16,316	\$ -
ECONOMIC DEVELOPMENT REVOLVING LOAN (144)	Balance as of 1/1		\$ 835,433	\$ 43,566	\$ -
	Total Revenues	\$ 1,036,647	\$ 15,006	\$ 28,119	\$ 29,103
	Total Expenses	201,214	806,873	71,685	29,103
	Balance as of 12/31	\$ 835,433	\$ 43,566	\$ -	\$ -
SMALL BUSINESS GRANT (127)	Balance as of 1/1		\$ 159,087	\$ 117,163	\$ -
	Total Revenues	\$ 503,813	\$ -	\$ -	\$ -
	Total Expenses	344,526	41,924	117,163	-
	Balance as of 12/31	\$ 159,087	\$ 117,163	\$ -	\$ -
LAW ENFORCEMENT TRUST (609)	Balance as of 1/1		\$ 142,027	\$ 176,501	\$ 136,501
	Total Revenues	\$ 142,027	\$ 34,474	\$ 10,000	\$ 10,350
	Total Expenses	-	-	50,000	50,000
	Balance as of 12/31	\$ 142,027	\$ 176,501	\$ 136,501	\$ 96,851
CONSERVANCY (511)	Balance as of 1/1		\$ 59,365	\$ 59,533	\$ 98,737
	Total Revenues	\$ 112,013	\$ 53,419	\$ 92,104	\$ 95,328
	Total Expenses	52,646	53,251	52,900	54,752
	Balance as of 12/31	\$ 59,365	\$ 59,533	\$ 98,737	\$ 139,313
TOTAL SPECIAL REVENUE FUNDS	Balance as of 1/1		\$ 16,102,414	\$ 17,653,926	\$ 11,250,418
	Total Revenues	\$ 35,910,949	\$ 18,176,242	\$ 18,767,522	\$ 20,523,775
	Total Expenses	19,808,535	16,624,730	25,171,030	28,758,857
	Balance as of 12/31	\$ 16,102,414	\$ 17,653,926	\$ 11,250,418	\$ 5,015,336
<u>CAPITAL PROJECT FUNDS</u>					
LOCK 9 IMPROVEMENTS (342)	Balance as of 1/1		\$ 1,475,690	\$ 1,079,024	\$ -
	Total Revenues	\$ 6,667,007	\$ 638,503	\$ -	\$ -
	Total Expenses	5,191,317	1,035,169	1,079,024	-
	Balance as of 12/31	\$ 1,475,690	\$ 1,079,024	\$ -	\$ -
SCOTT DRIVE REDEVELOPMENT (343)	Balance as of 1/1		\$ -	\$ 157,510	\$ -
	Total Revenues	\$ -	\$ 3,482,634	\$ -	\$ -
	Total Expenses	-	3,325,124	157,510	-
	Balance as of 12/31	\$ -	\$ 157,510	\$ -	\$ -
FIRE DEPARTMENT LADDER TRUCK (344)	Balance as of 1/1		\$ -	\$ -	\$ 300,000
	Total Revenues	\$ -	\$ -	\$ 300,000	\$ 300,000
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ 300,000	\$ 600,000
CITY FACILITIES IMPROVEMENTS (345)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ -	\$ -	\$ 3,956,853	\$ -
	Total Expenses	-	-	3,956,853	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL PROJECT FUNDS	Balance as of 1/1		\$ 1,475,690	\$ 1,236,534	\$ 300,000
	Total Revenues	\$ 6,667,007	\$ 4,121,137	\$ 4,256,853	\$ 300,000
	Total Expenses	5,191,317	4,360,293	5,193,367	-
	Balance as of 12/31	\$ 1,475,690	\$ 1,236,534	\$ 300,000	\$ 600,000
<u>FIDUCIARY FUNDS</u>					
PRIVATE-PURPOSE CENTENNIAL TRUST (612)	Balance as of 1/1		\$ 489	\$ 500	\$ 516
	Total Revenues	\$ 489	\$ 12	\$ 16	\$ 17
	Total Expenses	-	1	-	-
	Balance as of 12/31	\$ 489	\$ 500	\$ 516	\$ 533
<u>INTERNAL SERVICE FUNDS</u>					
INFORMATION TECHNOLOGY (408)	Balance as of 1/1		\$ 191,114	\$ 264,217	\$ 119,777
	Total Revenues	\$ 1,679,939	\$ 1,089,827	\$ 1,328,000	\$ 1,354,480
	Total Expenses	1,488,825	1,016,724	1,472,440	1,396,440
	Balance as of 12/31	\$ 191,114	\$ 264,217	\$ 119,777	\$ 77,817
LIABILITY INSURANCE RESERVE (125)	Balance as of 1/1		\$ 191,596	\$ 177,624	\$ 57,680
	Total Revenues	\$ 595,417	\$ 443,002	\$ 458,140	\$ 474,175
	Total Expenses	403,821	456,974	578,084	531,855
	Balance as of 12/31	\$ 191,596	\$ 177,624	\$ 57,680	\$ -

CITY OF PIQUA, OHIO
2025 COUNTY TAX BUDGET

		ACTUAL 2023	ACTUAL 2024	ESTIMATED 2025	PROPOSED 2026
WORKMAN'S COMP. RESERVE (124)	Balance as of 1/1		\$ 1,421,646	\$ 1,087,384	\$ 837,384
	Total Revenues	\$ 1,431,905	\$ -	\$ 50,000	\$ 51,750
	Total Expenses	10,259	334,262	300,000	310,500
	Balance as of 12/31	\$ 1,421,646	\$ 1,087,384	\$ 837,384	\$ 578,634
HEALTH CARE PLAN (614)	Balance as of 1/1		\$ 1,389,401	\$ 1,187,272	\$ 1,187,272
	Total Revenues	\$ 1,389,401	\$ -	\$ 2,634,653	\$ 2,726,866
	Total Expenses	-	202,129	2,634,653	2,726,866
	Balance as of 12/31	\$ 1,389,401	\$ 1,187,272	\$ 1,187,272	\$ 1,187,272
TOTAL INTERNAL SERVICE FUNDS	Balance as of 1/1		\$ 3,193,757	\$ 2,716,497	\$ 2,202,113
	Total Revenues	\$ 5,096,862	\$ 1,532,829	\$ 4,470,793	\$ 4,607,271
	Total Expenses	1,902,905	2,010,089	4,985,177	4,985,661
	Balance as of 12/31	\$ 3,193,757	\$ 2,716,497	\$ 2,202,113	\$ 1,843,723
DEBT SERVICE FUNDS					
SPECIAL ASSESSMENT (202)	Balance as of 1/1		\$ 410,467	\$ 425,813	\$ 439,813
	Total Revenues	\$ 413,182	\$ 15,348	\$ 14,000	\$ 14,490
	Total Expenses	2,715	-	-	-
	Balance as of 12/31	\$ 410,467	\$ 425,813	\$ 439,813	\$ 454,303
NONTAX REVENUE BONDS '23 DEBT SERVICE (263)	Balance as of 1/1		\$ 297,178	\$ 249,961	\$ 103,804
	Total Revenues	\$ 317,477	\$ 1,802,200	\$ 20,000	\$ 133,002
	Total Expenses	20,299	1,849,417	166,157	236,806
	Balance as of 12/31	\$ 297,178	\$ 249,961	\$ 103,804	\$ -
CAPITAL IMPROVEMENT BONDS DEBT SERVICE (264)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ -	\$ -	\$ 297,375	\$ 240,075
	Total Expenses	-	-	297,375	240,075
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WASTEWATER PUMP STATIONS DEBT SERVICE (210)	Balance as of 1/1		\$ 16,709	\$ 16,709	\$ 16,709
	Total Revenues	\$ 50,128	\$ 33,419	\$ 33,419	\$ 33,419
	Total Expenses	33,419	33,419	33,419	33,419
	Balance as of 12/31	\$ 16,709	\$ 16,709	\$ 16,709	\$ 16,709
SHAWNEE STROMWATER DEBT SERVICE 2017 (261)	Balance as of 1/1		\$ 1,639	\$ 1,639	\$ -
	Total Revenues	\$ 4,916	\$ 3,277	\$ 78,666	\$ -
	Total Expenses	3,277	3,277	80,295	-
	Balance as of 12/31	\$ 1,639	\$ 1,639	\$ -	\$ -
WATER OFFSITE PIPELINES DEBT SERVICE 2005 (250)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 184,125	\$ 184,125	\$ 184,126	\$ 184,126
	Total Expenses	184,125	184,125	184,126	184,126
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
OWDA 08 EQUALIZATION BASIN DEBT SERVICE (254)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 293,988	\$ 295,245	\$ 296,549	\$ 297,897
	Total Expenses	293,988	295,245	296,549	297,897
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WATER PLANT OWDA DEBT SERVICE (256)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 14,971,561	\$ 2,303,439	\$ 2,303,440	\$ 2,303,440
	Total Expenses	\$ 14,971,561	\$ 2,303,439	\$ 2,303,440	\$ 2,303,440
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WASTEWATER PLANT ENGINEERING DEBT SERVICE (257)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 2,233,449	\$ 2,233,449	\$ 2,233,450	\$ 2,233,450
	Total Expenses	\$ 2,233,449	\$ 2,233,449	\$ 2,233,450	\$ 2,233,450
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WATER TOWER DEBT SERVICE (258)	Balance as of 1/1		\$ -	\$ -	\$ -
	Total Revenues	\$ 976,623	\$ 177,568	\$ 177,569	\$ 177,569
	Total Expenses	\$ 976,623	\$ 177,568	\$ 177,569	\$ 177,569
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUNDS	Balance as of 1/1		\$ 725,993	\$ 694,122	\$ 560,326
	Total Revenues	\$ 19,445,449	\$ 7,048,068	\$ 5,638,584	\$ 5,617,468
	Total Expenses	18,719,456	7,079,939	5,772,380	5,706,782
	Balance as of 12/31	\$ 725,993	\$ 694,122	\$ 560,326	\$ 471,012

**A DRAFT ORDINANCE TO MAKE APPROPRIATIONS FOR
THE CITY OF PIQUA FOR THE CALENDAR YEAR 2026**

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

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

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

	<u>PROPOSED 2026</u>
GENERAL FUND (001)	\$11,944,520
NEIGHBORHOOD IMPROVEMENT TEAM (104)	61,601
PARKS DEPARTMENT (105)	2,765,628
MAUSOLEUM FUND (110)	25,000
PRO-PIQUA FUND (128)	30,000
INCOME TAX (407)	14,903,100
FORT PIQUA PLAZA (410)	908,133
UNCLAIMED TRUST (606)	2,070
FLEXIBLE SPENDING (615)	250,000
SAFETY (106)	13,880,298
STREET DEPARTMENT (101)	6,077,238
STATE HIGHWAY (102)	124,200
STREET 1/4% INCOME TAX (103)	5,986,861
CHIP 2019 (117)	104,875
CHIP PROGRAM INCOME (119)	52,802
DEMOLITION DEFENSE FUND (126)	100,000
CDBG BLOCK GRANT (122)	150,000
REVOLVING LOAN (130)	29,661
SCARBROUGH TIF FUND (112)	550
ONEOHIO OPIOID SETTLEMENT (113)	87,147
AGRICULTURE REVOLVING LOAN (142)	31,370
ECONOMIC DEVELOPMENT REVOLVING LOAN (144)	29,103
LAW ENFORCEMENT TRUST (609)	50,000
CONSERVANCY (611)	54,752
INFORMATION TECHNOLOGY (408)	1,396,440
LIABILITY INSURANCE RESERVE (125)	531,855
WORKMAN'S COMP. RESERVE (124)	310,500
HEALTH CARE PLAN (614)	2,726,866
NONTAX REVENUE BONDS '23 DEBT SERVICE (263)	236,806
CAPITAL IMPROVEMENT BONDS DEBT SERVICE (264)	240,075
WASTEWATER PUMP STATIONS DEBT SERVICE (210)	33,419
WATER OFFSITE PIPELINES DEBT SERVICE (250)	184,126
OWDA '08 EQUALIZATION BASIN DEBT SERVICE (254)	297,897
WATER PLANT OWDA DEBT SERVICE (256)	2,303,440
WASTEWATER PLANT DEBT SERVICE (257)	2,233,450
WATER TOWER DEBT SERVICE (258)	177,569

	<u>PROPOSED 2026</u>
ELECTRIC SYSTEM (401)	37,262,605
WATER SYSTEM (403)	11,189,759
WASTEWATER SYSTEM (404)	8,853,890
REFUSE (405)	3,223,768
GOLF COURSE (409)	958,876
STORM WATER UTILITY (411)	1,371,981

SEC. 2: That sums expended from the appropriations and which are proper charges against any other department, or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered re-appropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriation shall not exceed the amount of the item.

SEC. 3: That the Director of Finance is hereby authorized and directed to draw his warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2026 when passed and legally contracted for in conformity by law.

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

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


KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
KIMBERLY HUGHES
CLERK OF COMMISSION

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

H.3.

MEETING DATE	July 15, 2025	
REPORT TITLE	<u>Resolution No. R-84-25</u> A resolution authorizing the City Manager to enter into an agreement with Wessler Engineering Inc., for continued stormwater manhole inspections for the City of Piqua.	
SUBMITTED BY	Kevin Krejny, Director Underground Utilities	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Wessler Engineering will finish up the third year of SW manhole inspections (approx 1600 total). From these inspections and scoring criteria, numerous manholes are in need of replacement and rehabilitation. Wessler will design a project to address these needed repairs and rehabilitation work to bid out construction work in 2026.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	98000
	Expenditure \$:	98000
	Source of Funds:	411-401-701-7553
	Narrative:	Inspection costs set out in the original contract. Traffic control costs on these final manholes to be inspected are a portion of these costs. These costs come out of the Storm operating budget.
ATTACHMENTS	1. Wessler Eng Contract - 2025 Wessler Edits (KRD Edits)	

Resolution No. R-84-25

A resolution authorizing the City Manager to enter into an agreement with Wessler Engineering Inc., for continued stormwater manhole inspections for the City of Piqua.

WHEREAS, Wessler Engineering, Inc. was the successful vendor as a result of the qualifications-based selection process; and

WHEREAS, the Agreement confirms the terms between the parties as substantially set out in the proposal specifications;

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 authorized to enter into a contract with Wessler Engineering, Inc., to perform professional engineering services for the inspection and data collection of city stormwater manholes.
- SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City Treasury and is hereby authorized to draw his warrant from time to time on the appropriate account of the City Treasury in payment according to contract terms, not exceeding a total of \$98,000. for 2026.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.



KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
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

Yea

Commissioner Jim Vetter

Yea

Commissioner Paul Simmons

Excused

Commissioner Thomas Hohman

Yea

Commissioner Frank DeBrosse

Excused

Resolution No. R-85-25

A resolution authorizing an expenditure of matching grant funds for asbestos abatement at decommissioned Piqua Power Plant

WHEREAS, the Piqua Municipal Power System owns a decommissioned coal-fired power plant building at 919 S. Main St, Piqua, Ohio, wherein asbestos containing materials have been identified.; and

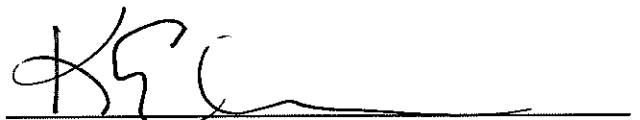
WHEREAS, the Miami County Land Reutilization Corporation, as prime recipient of a Brownfield Remediation Grant from the Ohio Department of Development, desires to sub-grant a portion of the program award to the Piqua Improvement Corporation as Grantee for the purpose of Environmental Remediation and Demolition at the decommissioned power plant.; and

WHEREAS, the Piqua Municipal Power System, as Property Owner of 919 S. Main St., Piqua, Ohio, committed to match 25% of the project cost to secure sub-grant.; and

WHEREAS, The Piqua Improvement Corporation has been awarded the grant and wishes to proceed with the project utilizing the grant funds and the City matching funds to pay for the project.

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: This Commission authorizes the expenditure of an amount not to exceed \$867,500 on the project as matching funds for the grant awarded to the Piqua Improvement Corporation.
- SEC. 2: This Commission authorizes the Piqua Improvement Corporation to proceed with the project and to spend the grant award on the project on the City's behalf up to the total amount awarded of \$2,602,500.
- SEC. 3: The Finance Director certifies that funds are available and is hereby authorized to draw his warrant from time to time on the appropriate account of the city treasury according to contract terms, not exceeding a total of \$3,470,000.
- SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.


KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
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	<u>Yea</u>
Commissioner Jim Vetter	<u>Yea</u>
Commissioner Paul Simmons	<u>Excused</u>
Commissioner Thomas Hohman	<u>Yea</u>
Commissioner Frank DeBrosse	<u>Excused</u>

RESOLUTION NO. R-56-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCESS AGREEMENT WITH PIQUA IMPROVEMENT CORPORATION FOR FORMER POWER PLANT

WHEREAS, an environmental site assessment of the former power plant located at 919 S. Main Street identified asbestos containing materials within the building; and,

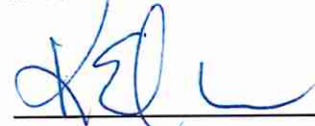
WHEREAS, it is the desire of the City of Piqua to have the asbestos containing material removed; and,

WHEREAS, the Piqua Improvement Corporation is eligible to submit an application requesting funding from the Ohio Brownfield Remediation Program to perform an environmental remediation project; and,

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

SEC. 1: The City Manager is authorized to execute an access agreement, and any other similar document as may be necessary, to enable the Piqua Improvement Corporation to submit an application requesting funding from the Ohio Brownfield Remediation Program to perform an environmental remediation project at the former power plant located at 919 S. Main Street in Piqua, Ohio; and

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


KRIS LEE, MAYOR

PASSED: 3.19.2024

ATTEST: Melissa Kinney
MELISSA KINNEY
CLERK OF COMMISSION

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

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



POWER SYSTEM

201 Hemm Avenue • Piqua, Ohio 45356
(937) 778-2077 • FAX (937) 778-1130
www.piquaoh.gov

March 13, 2024

Ohio Department of Development
77 South High Street, 29th Floor
Columbus, Ohio 43215

Re: **Ohio Dept. of Development Brownfield Remediation Program
Cleanup/Remediation Application for Former Piqua Power Plant Property
located at 919 South Main Street, Piqua, Ohio 45356**

Dear Sir or Madam:

This letter is to document, as the Property Owner, our match commitment of **\$867,500** for the above-referenced grant application by the Piqua Improvement Corporation.

Should you have any questions or need additional information, please contact me at (937) 778-2077 or ekrieger@piquaoh.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Krieger".

Ed Krieger
Power System Director
Piqua Municipal Power System

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

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

SEC. 1:	That there be appropriated from the GENERAL FUND (001)	2025 BUDGET	INCREASE (DECREASE)	2025 REVISED BUDGET
<u>ACCOUNT</u>				
	<u>City Building</u>	\$376,676	\$45,000	\$421,676
	Operation and Maintenance			
	<u>Law</u>	\$93,077	\$124,349	\$217,426
	Operation and Maintenance			
	<u>General Government</u>	\$986,430	\$95,500	\$1,081,930
	Operation and Maintenance			
	<u>Transfers</u>	\$0	\$63,383	\$63,383
	Transfer to Capital Improvement Bonds 264	\$75,000		\$75,000
	Transfer to Golf 409	\$400,000	\$42,537	\$442,537
	Transfer to Fort Piqua Plaza 410			
SEC. 2:	That there be appropriated from the STREET DEPARTMENT FUND (101)			
	Personal Services/Administrative Support	\$1,664,702	\$225,046	\$1,889,748
	Operation and Maintenance	\$2,582,767	\$23,500	\$2,606,267
	Capital Outlay (including labor)	\$1,207,500	\$60,000	\$1,267,500
SEC. 3:	That there be appropriated from the STREET INCOME TAX FUND (103)			
	Capital Outlay (including labor)	\$1,245,000	\$1,760,000	\$3,005,000
	<u>014 Police Department</u>	\$987,945	(\$24,658)	\$963,287
	Operation and Maintenance	\$214,061	\$8,988	\$223,049
	Capital Outlay (including labor)			
SEC. 5:	That there be appropriated from the SMALL BUSINESS GRANT FUND (127)			
	Operation and Maintenance	\$123,000	(\$5,837)	\$117,163
SEC. 6:	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)			
	Operation and Maintenance	\$202,665	\$75,000	\$277,665
	Capital Outlay (including labor)	\$1,000,000	(\$75,000)	\$925,000
SEC. 7:	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (144)			
	Operation and Maintenance	\$115,000	(\$43,315)	\$71,685
SEC. 8:	That there be appropriated from the BOND DEBT SERVICE FUND (264)			
	Non Government/Transfers/Refunds	\$180,912	\$116,463	\$297,375
SEC. 9:	That there be appropriated from the POWER SYSTEM FUND (401)			
	Operation and Maintenance	\$33,809,301	\$867,500	\$34,676,801
SEC. 10:	That there be appropriated from the GARBAGE AND REFUSE FUND (405)			
	Personal Services/Administrative Support	\$788,963	(\$604,353)	\$184,610
	Operation and Maintenance	\$1,597,642	\$1,332,500	\$2,930,142
	Capital Outlay (including labor)	\$550,000	(\$550,000)	\$0

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

Operation and Maintenance
Capital

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

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

Transfer to Bond Debt Service 264

\$0	\$42,537	\$42,537
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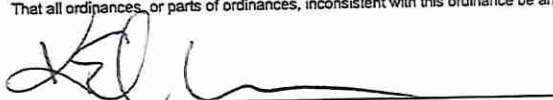
SEC. 13: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2025. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

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

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

SEC. 16: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances may not exceed \$1,000,000 in the aggregate nor extend past December 31, 2025; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

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


KRIS LEE, MAYOR

PASSED: 4-15-2025

ATTEST: Kimberly Hughes
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by Commissioner Vetter
seconded by Commissioner Simmons and on roll call the following vote ensued:

Mayor Kris Lee	<u>yak</u>
Commissioner Thomas Hohman	<u>yak</u>
Commissioner James Vetter	<u>yak</u>
Commissioner Paul Simmons	<u>yak</u>
Commissioner Frank DeBrosse	<u>—</u>

RESOLUTION NO. R-87-25

A RESOLUTION ESTABLISHING "TRICK OR TREAT/BEGGARS' NIGHT" IN THE CITY OF PIQUA

WHEREAS, the annual celebration of Halloween has become a tradition in Piqua; and

WHEREAS, Thursday, October 30, 2025, from 6:00 P.M. to 8:00 P.M. has been designated "Trick or Treat/Beggars' Night;"

WHEREAS, this date of the last Thursday in October has been established by the Miami County Council for all of Miami County through 2025, and the Council recommends that all communities adopt this date; and

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

SEC. 1: This Commission hereby proclaims Thursday, October 30, 2025, from 6:00 P.M. to 8:00 P.M. as official "Trick or Treat/Beggars' Night" in the City of Piqua.

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


KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
KIMBERLY HUGHES
CLERK OF COMMISSION

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

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

Trick or Treat Oct. 27

Dayton Daily News · 12 Jul 2022 · NANCY BOWMAN, CONTRIBUTING WRITER

The Miami County Council has set 2022's countywide Trick or Treat Night for Oct. 27.

The date was set as part of a five-year schedule in which Trick or Treat Night will be held the last Thursday of October through 2025.

Troy's activities take place from 6 to 8 p.m.

City of
PIQUA COMMISSION AGENDA
STAFF REPORT

H.6.

MEETING DATE	July 15, 2025	
REPORT TITLE	<u>Resolution No. R-88-25</u> A Resolution for the City Manager to enter into an agreement with Wessler Engineering, Inc. to design a Stormwater Manhole Rehabilitation and Replacement Project for the City of Piqua.	
SUBMITTED BY	Kevin Krejny, Director Underground Utilities	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Upon completed of phase three of Stormwater manhole inspections (R-84-25), Wessler will evaluate inspection records and design a rehabilitation and replacement project for needed infrastructure in 2026.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	25% of overall construction costs
	Expenditure \$:	\$250,000
	Source of Funds:	411-000-175-1750 404-000-175-1750
	Narrative:	As part of an approximate \$1,000,000 rehab and replacement project in 2026. This will cover all design work, bidding work, and project management of the project. 411/404 split will be determined before going to bid.
ATTACHMENTS	1. Wessler Eng Contract - 2025 Wessler Edits (KRD Edits)	

Resolution No. R-88-25

A Resolution for the City Manager to enter into an agreement with Wessler Engineering, Inc. to design a Stormwater Manhole Rehabilitation and Replacement Project for the City of Piqua.

WHEREAS, the Underground Utilities Department has identified a need for a stormwater manhole rehabilitation project to address all Priority 1 and Priority 2 structural deficiencies during stormwater manhole inspections; and

WHEREAS, Wessler Engineering, Inc. will design a project to completely replace stormwater and sanitary sewer manholes (Attachment D) throughout the city, relocate sanitary sewer infrastructure by Hartzell Fan Company, and to completely replace manholes, catch basins and sewers near the intersection of Summit St., & S. Roosevelt Ave (Attachment E)..

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:

WHERE

- SEC. 1: The City Manager is authorized to enter into an agreement with Wessler Engineering, Inc., to design a rehabilitation and replacement project for needed infrastructure in 2026.
- SEC. 2: The Finance Director certifies that the funds are available or anticipated to come into the City Treasury and is hereby authorized to draw his warrant from time to time on the appropriate account of the City Treasury in payment according to contract terms not exceeding a total of \$250,000.00
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.



KRIS LEE, MAYOR

PASSED: 7-15-25

ATTEST: Kimberly Hughes
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	<u>Yea</u>
Commissioner Jim Vetter	<u>Yea</u>
Commissioner Paul Simmons	<u>Excused</u>
Commissioner Thomas Hohman	<u>Yea</u>
Commissioner Frank DeBrosse	<u>Excused</u>

AGREEMENT # _____-2025

This Agreement is hereby entered into this _____ day of _____, 2025, between the City of Piqua, a municipal corporation in the State of Ohio ("CITY") and Wessler Engineering, Inc. ("ENGINEER") for the services as agreed to herein.

HEREAS, the CITY desires to have:

- Task A - approximately 360 stormwater manholes inspected which is to include a summary report of findings and associated costs for manhole repairs
- Task B - a stormwater manhole rehabilitation project assembled to address all Priority 1 and Priority 2 structural deficiencies discovered during stormwater manhole inspections
- Task C - design and assembly of a project to completely replace stormwater and sanitary sewer manholes (25±, Attachment D) throughout the CITY, relocate sanitary sewer infrastructure by Hartzell Fan Company, and to completely replace manholes, catch basins, and sewers near the intersection of Summit St. & S. Roosevelt Ave. (Attachment E).

Both Task B and Task C will include separate design drawings and project manuals ready for public bidding. The CITY has obtained proposals in accordance with the laws of the City of Piqua; and

WHEREAS, ENGINEER was the successful vendor as a result of the qualifications-based selection process; and

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the proposal specifications;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth, the CITY and the ENGINEER, each binding itself, its successors and assigns, do mutually agree as follows:

I. PARTIES

- a. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "CITY."
- b. Engineer: Engineer is Wessler Engineering, Inc. which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

a. Task A – 2025 Stormwater Manhole Inspections:

- i. Perform approximately 360± manholes inspections and deliver all reports, see Attachments A and B.
- ii. Traffic Control:
 1. The City of Piqua Underground Utilities Department will perform traffic control for designated parts of this PROJECT.
 2. ENGINEER will secure Professional Maintenance of Traffic (MOT) services for designated parts of this PROJECT, see Attachment C.
- iii. GIS deliverables: Complete and verified data shall be delivered by flash drive and/or electronic data transfer (e.g., e-mail or FTP), or another method approved by Kelley Allen, the GIS project manager. The ENGINEER is required to keep the database created for the CITY's use for at least one year from the end of the contract. The products delivered to the GIS project manager shall contain the following items:
 - Descriptive document (details below)
 - Geospatial data (details below)
 - Associated data tables or relational databases

Descriptive document requirements:

A Microsoft Word document describing the datasets and layers shall accompany any submission and provide all necessary information for understanding the submittal. The document should include, but is not limited to, the following:

- Contents of the flash drive or .zip file
- Version and date of the data
- Information on data issues (if any exist or as appropriate)
- Contact information for those responsible for creating the data and those who will be creating the master version of the data in case questions arise.
- Basic metadata including but not limited to: layer/dataset titles, description of each layer, missing data (if applicable), extent, process of collection (software/technology used), data of collection, any other of the items listed throughout SCOPE OF SERVICES, and/or other information relevant to the SCOPE OF WORK.

Geospatial data requirements:

- File Naming Conventions and Directory Structure

A clear and meaningful file name should be used to convey the nature of the data and subject presented. Data and related file names should not contain spaces or special characters. An underscore may be used to make field names more readable.

- Coordinate Systems
All spatial data collected or submitted shall be geo-referenced with projection information defined in the data file that is submitted. All spatial data shall be provided in the standard regional-scale projection.
- Spatial Data Formats
The data should be delivered in File Geodatabase format. If there are questions about choosing a data format, converting between formats, or using non-standard formats, contact the GIS manager for guidance before data collection begins.

b. Task B – 2026 Stormwater Manhole Rehabilitation Project:

i. Design Phase

1. Meetings and Coordination

- a. Prepare for and conduct a kick-off meeting with the CITY to confirm the CITY's objectives and the ENGINEER's approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the CITY and ENGINEER and will provide both parties the opportunity to discuss design related issues and agree upon the final design criteria.
- b. Coordinate with other parties as needed for the PROJECT.
- c. Prepare for and attend preliminary and final design review meetings.
- d. Perform limited topographic site survey where necessary for manhole replacement.
- e. Stormwater Manhole Rehabilitation
 - i. Prepare Stormwater Manhole Rehabilitation Schedule, specifications, and exhibits for bidding.
- f. Prepare Draft Design Documents based upon the 2013-Rev1 Engineers Joint Contract Documents Committee (EJCDC) front end documents and including technical specifications and schedule of stormwater manhole rehabilitation. Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 - i. Prepare and include stormwater manhole rehabilitation exhibits and details identifying the locations of structures requiring rehabilitation.
 - ii. Submit Draft Design Drawings, specifications, and ENGINEER's estimate of construction cost for review by CITY.

- g. Address CITY's review comments.
- h. Prepare and submit final Bid Documents to CITY in preparation for bidding the PROJECT. Submit updated ENGINEER's estimate of construction cost. Bid Documents will include the scope, extent, and character of the Work to be performed and furnished by Contractors.

ENGINEER's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to CITY.

ii. Permits Phase

- 1. No permits are anticipated as part of the proposed work.

iii. Bid Phase

- 1. After acceptance by CITY of the Bid Documents, submittal of the ENGINEER's Construction Cost Estimate to the CITY as determined in the Design Phase, approval of the front-end specifications, and upon written authorization by CITY to proceed with Bid Phase Services, ENGINEER shall:
 - a. Assist CITY in advertising for and obtaining Bids or proposals for the Work.
 - b. Maintain a record of prospective Bidders to whom Bid Documents have been issued. Coordinate and process prospective Bidders payments for the Bid Documents.
 - c. Conduct a pre-Bid conference and prepare minutes of the meeting for distribution.
 - d. Respond to Bidder's questions and issue Addenda as appropriate to clarify, correct, or change the Bid Documents.
 - e. Provide information or assistance needed by CITY in the course of any negotiations with Bidders.
 - f. Consult with CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Bidders for those portions of the Work as to which such acceptability is required by the Bid Documents.
 - g. Attend the Bid opening, prepare Certified Bid tabulation, and assist CITY in evaluating Bids. Prepare and submit a Bid Summary letter to CITY.
 - h. Assemble and assist CITY in awarding contract documents for the Work.

- i. Prepare a Notice of Award to the successful contractor, award instruction letter, and EJCDC standard Construction Agreement.

ENGINEER's services under the Bid Phase will be considered complete upon signing of the Construction Agreement between CITY and contractor, or upon cessation of negotiations with prospective contractors.

iv. Construction Administration Phase

1. Consult with CITY and act as CITY's representative to administer construction.
2. Conformed Drawings. Prepare conformed drawings and project manuals for the PROJECT. Conformed drawings to include incorporation of bid phase addenda into the Drawings and Project Manual. Provide conformed drawings and project manuals to CITY for use during construction.
3. Participate in a Pre-construction Conference prior to commencement of Work at the site.
4. Review schedules submitted by the Contractor.
5. Make visits to the site.
6. Issue necessary clarifications and interpretations of the Contract Documents.
7. Prepare Change Orders and work change directives.
8. Review Shop Drawings and Submittals.
9. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. Review and recommend periodic payment application from the Contractor to CITY.
11. In conjunction with CITY, conduct an inspection to determine if the Work is substantially complete.
12. Upon Completion of the punch-list items, provide a Final Inspection of the work completed by the Contractor. Following Final Inspection, provide a recommendation to CITY on final payment request by the Contractor, and release of Contractor's retainage.
13. Obtain from the Contractor the warranty certification, releases, waivers of liens, record drawings, and other closing documents as required by the Contract Documents. Review and submit the documents to CITY for the CITY's permanent file and record.

ENGINEER's services under the Construction Administration Phase will be considered complete upon issuance of ENGINEER's recommendation for final acceptance and payment to Contractor and when the record drawings have been delivered to CITY.

c. Task C – 2026 Sanitary/Stormwater MH Replacement; Hartzell Fan Company Sanitary Sewer Relocation; and Summit St. & S. Roosevelt Ave. Sanitary/Stormwater Main Replacement Project:

i. Design Phase

1. Meetings and Coordination

- a. Prepare for and conduct a kick-off meeting with the CITY to confirm the CITY's objectives and the ENGINEER's approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the CITY and ENGINEER and will provide both parties the opportunity to discuss design related issues and agree upon the final design criteria.
- b. Prepare for and attend Project-related meetings conducted as needed with the CITY and other parties.

2. Project Management

- a. Provide project management services for the duration of the project including quality control, quality assurance, and regular communication with CITY.
- b. Perform coordination with other entities as necessary to discuss the planned project and regulatory review/approval processes.
- c. Perform research including:
 - i. Compile and review existing available information including GIS, utility, right-of-way, and property lines for use in preparation of the plans and specifications.
 - ii. Conduct right-of-way research in the project area to identify the limits of existing right-of-way.
 - iii. Compile and review existing available information pertaining to the connectivity of existing residences to the existing storm and sanitary sewer.

3. Topographical Survey

- a. Perform a topographic survey of the PROJECT area.
- b. Request as-built utility information from all entities that may provide service in the Project area.
- c. Compile and review as-built utility information provided in preparation of the design and use as a quality assurance measure during the topographical survey to verify existing utilities have been located and marked in the field by the respective utility.

4. Geotechnical

- a. Manage and coordinate with a geotechnical firm to obtain up to two (2) soil borings to evaluate subsurface conditions.
- b. CITY shall contract directly with the geotechnical firm.

5. Design Drawings and Specifications

- a. Conduct a field check with CITY to review and update the storm and sanitary sewer alignments prior to proceeding with the topographic survey. Work with CITY to adjust the alignments and to determine the basis of design.
- b. Conduct a field check to confirm and finalize the preferred storm and sanitary sewer alignment, location of appurtenances, and method of installation with CITY.
- c. Review contributing drainage areas and runoff calculations for the project area to confirm the sizes of the storm sewers and review contributing sanitary sewer services to confirm the sizes of the sanitary sewer.
- d. The PROJECT will include Preliminary and Final review workshops.
- e. Prepare Preliminary Design Phase documents consisting of:
 - i. Plan and profile sheets showing alignments, sizes of the proposed sanitary sewers and storm sewers and structures, and identification of utility conflicts.
 - ii. Roadway restoration plan.
 - iii. Identification of potential easements needed.
 - 1. Easement Preparation is to be considered an Additional Professional Service not included within Task C.
 - iv. Draft regulatory permit applications, if required.
 - v. Estimate of preliminary work quantities and construction cost.
 - vi. Draft Engineer's Joint Contract Documents Committee (EJCDC) front-end legal and contractual documents (v 2013 R1).
 - vii. Draft technical specifications based upon the 16-Division Construction Specifications Institute (CSI) format.
 - viii. Furnish two (2) review copies and one digital (pdf) copy of the Preliminary Design Phase documents to CITY and review them with CITY at a Preliminary Design Review Workshop. The

workshop will include sufficient presentation materials so that each item can be adequately reviewed by CITY for input and decisions that ENGINEER shall incorporate into the design. Within seven (7) days of the work session, CITY shall submit to ENGINEER any additional comments and instructions for revisions to the Preliminary Design Phase documents.

- f. Following CITY's review and approval of Preliminary Design Phase documents, prepare Final Design Phase documents. The Final Design Phase documents will include scope, extent, and character of the Work to be performed and furnished by Contractors and will consist of:
 - i. Final Design drawings, which will include revisions to the Preliminary Design drawings and contain a full set of drawings.
 - 1. General sheets: title sheet, location plan and index, general notes, survey control plan, erosion control plan, maintenance of traffic.
 - 2. Demolition plans, storm sewer plans and profiles, sanitary sewer plans and profiles, pavement plans, and miscellaneous details.
 - ii. Identification of easements required.
 - iii. Updated estimate of work quantities and construction cost.
 - iv. Project Manual consisting of front-end legal and contractual documents, technical specifications, and applicable appendices.
 - v. Furnish two (2) review copies and one digital (pdf) copy of Final Design Phase documents to CITY and review them with CITY at a Final Design Review workshop. The workshop will include a review of the Preliminary Design Review workshop decisions and a discussion of any new issues that have been identified since the Preliminary Design Review Workshop. Within seven (7) days of the work session, CITY shall submit to ENGINEER any additional comments and instructions for revisions to the Final Design Phase documents.
 - vi. Revise the Final Design Drawings and Specifications in accordance with comments

- and instructions received from the CITY from the Final Review Workshop.
- vii. Print sufficient copies and submit to reviewing and approving agencies. Regulatory review comments shall be addressed in order to obtain the necessary construction permits.
 - viii. Submit Bid Documents and final work quantities and opinion of construction costs to CITY. Furnish two (2) hard copy sets and one digital (pdf) copy.

ENGINEER's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to the CITY.

ii. Bid Phase

After acceptance by CITY of the Bid Documents, and upon authorization by CITY to proceed with Bid Phase Services, ENGINEER shall:

1. Assist in advertising for and obtaining Bids for the Work. ENGINEER will prepare and CITY shall submit the advertisement for publication and pay any applicable publication fees.
2. Maintain a record of prospective Bidders to whom Bid Documents have been issued. Coordinate and process prospective Bidders payments for the Bid Documents.
3. Conduct a pre-Bid conference and prepare minutes of the meeting for distribution.
4. Respond to Bidder's questions and issue Addenda as appropriate to clarify, correct, or change the Bid Documents.
5. Provide information or assistance needed by CITY in the course of any negotiations with Bidders.
6. Consult with CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Bidders for those portions of the Work as to which such acceptability is required by the Bid Documents.
7. Attend the Bid opening, prepare Certified Bid tabulation, and assist CITY in evaluating Bids. Prepare and submit a Bid Summary letter to CITY.
8. Assemble and assist CITY in awarding contract documents for the Work.
9. Prepare a Notice of Award to the successful contractor, award instruction letter, and EJCDC standard Construction Agreement.

ENGINEER's services under the Bid Phase will be considered complete upon signing of the Construction Agreement between CITY and contractor, or upon cessation of negotiations with prospective contractors.

iii. Construction Administration Phase

Upon successful completion of the Bid Phase for the PROJECT, and upon written authorization from CITY, ENGINEER shall begin Construction Administration Phase services upon issuance of a Notice-to-Proceed to the successful Contractor.

1. General Administration of Construction Contract. Consult with CITY and act as CITY's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. Pre-Construction Conference. Prepare agenda for and participate in a Pre-Construction Conference for each construction contract prior to commencement of Work at the Site. Prepare and distribute meeting minutes to all attendees following the meeting.
3. Construction Progress Meetings. Upon request, attend monthly/up to three (3) construction progress meetings with CITY and Contractor. Prepare and distribute meeting minutes to all attendees following the meeting.
4. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to ENGINEER, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work (assumed 3 visits). Such visits and observations by ENGINEER, and the Resident Project Representative are not intended to

be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, ENGINEER will determine in general if the Work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep CITY informed of the progress of the Work.

- b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

6. Defective Work. Recommend to CITY that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
7. Clarifications and Interpretations; Field Transmittal Memorandums. Issue clarifications and interpretations of the Contract Documents as needed for the completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Transmittal Memo's (FTM's) authorizing minor variations in the Work from the requirements of the Contract Documents.
8. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to CITY, as appropriate, and prepare Change Orders and Work Change Directives as required.
9. Shop Drawings and Samples. Review and process Shop Drawings and Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ENGINEER shall meet any Contractor's submittal schedule that ENGINEER has accepted.
10. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.
11. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract

Documents. ENGINEER shall be entitled to rely on the results of such tests.

12. Rendering Decisions Related to Contractor's Work. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CITY or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CITY, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive,

extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

14. Contractor's Completion Documents. Receive, review, and transmit to CITY maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by ENGINEER will be limited as referenced above.

15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of CITY, ENGINEER considers the Work substantially complete; ENGINEER shall deliver a certificate of Substantial Completion to CITY and Contractor.

16. Record Drawings. Using the change order and the annotated record documents maintained by the Contractor, prepare and deliver to CITY one full-size hard copy set of

reproducible record drawings, and one electronic set in Adobe pdf format.

17. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
18. Obtain from the Contractor the warranty certification, releases, waiver of liens, and other closing documents as required by the Contract Documents. Review and submit the documents to the CITY for the CITY's permanent file and record.
19. Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the PROJECT or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. ENGINEER shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
20. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER's services under the Construction Administration Phase will be considered complete upon issuance of ENGINEER's recommendation for final acceptance and payment to Contractor and when the record drawings have been delivered to CITY.

III. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which CITY shall compensate ENGINEER as follows:

1. Task A – 2025 Stormwater Manhole Inspections:

1. Compensation for Professional Services described in Task A shall be on a lump sum fee basis and will not exceed \$98,000.00 per contract term. The ENGINEER will make every effort to maximize the number of inspections completed within the allocated budgeted amount.

2. Task B – 2026 Stormwater Manhole Rehabilitation Project:

1. Compensation for Professional Services described in Task B shall be on a lump sum fee basis as follows. ENGINEER may allocate dollars between the individual tasks within the lump sum fee, however, the total lump sum fee shall not be exceeded without prior written approval of the CITY.

Design Phase	\$84,000.00
Bid Phase	\$15,500.00
Construction Administration Phase	\$58,500.00
Total Estimated Fee:	\$158,000.00

3. Task C – 2026 Sanitary/Stormwater MH Replacement; Hartzell Fan Company Sanitary Sewer Relocation; and Summit St. & S. Roosevelt Ave. Sanitary/Stormwater Main Replacement Project:

1. Compensation for Professional Services described in Task C shall be on a lump sum fee basis as follows. ENGINEER may allocate dollars between the individual tasks within the lump sum fee, however, the total lump sum fee shall not be exceeded without prior written approval of the CITY.

Design Phase	\$56,000.00
Bid Phase	\$7,500.00
Construction Administration Phase	\$12,000.00
Total Estimated Fee:	\$75,500.00

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the Piqua Utilities Director. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:

This Agreement is subject to and ENGINEER shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the CITY.

3. Law to Govern and Forum:

This Agreement is entered into and is to be performed in the State of Ohio. CITY and ENGINEER agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

4. Amendment:

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

5. Entirety:

This Agreement and the Attachments A - E attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

7. Hold Harmless and Indemnification:

The ENGINEER shall protect, defend, indemnify and hold harmless the CITY, its officers, agents, elected officials, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the ENGINEER, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

8. Insurance:

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

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

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

9. Notice:

This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To The City of Piqua:
Mr. Kevin Krejny
Utilities Department
201 West Water Street
Piqua, Ohio 45356

To the ENGINEER:
Mr. Ryan Brauen, P.E.
Vice President
80 State Route 103, Suite C
Bluffton, OH 45817

10. Independent Contractor:

The ENGINEER, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the CITY.

11. Audit:

At any time the CITY shall have the right to request an audit of the ENGINEER's records to determine compliance with the terms of this Agreement. Upon such request by the CITY, the ENGINEER shall permit inspection of its records within two (2) days. Failure to comply with the CITY's request for an audit shall be cause for the CITY to withhold payment for services until the audit takes place and the CITY is able to obtain the information to satisfy compliance with the terms of this Agreement.

12. Assignment:

This Agreement shall not be assigned without the express written approval of the CITY. Failure to secure the CITY's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the ENGINEER.

13. Default:

Should the ENGINEER default on any provision of this Agreement, the CITY shall provide written notice of the default and ENGINEER shall have a period of thirty (30) days to cure the default. If the ENGINEER does not cure the default within the allotted period, the CITY may cure the default and assess the costs to the ENGINEER or may terminate the Agreement for reason that said ENGINEER has breached this Agreement and was considered in default.

14. Termination:

This Agreement may only be terminated if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the Agreement. If a party should seek termination, said party shall provide thirty (30) days written notice, specifying the reason(s) which constitute a failure to perform. The breaching party shall have thirty (30) days to cure the default from the notice of intent to terminate. Failure to cure the default terminates the Agreement at the expiration of the thirty (30) days.

15. Term:

The term of this Agreement shall be for the 2025 & 2026 years, beginning from January 1, 2025 until December 31, 2026. Said term is renewable for 2027 upon mutual agreement of both parties.

16. Conflict of Interest:

No officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the ENGINEER or in this Agreement and the ENGINEER shall take appropriate steps to assure compliance.

The ENGINEER agrees that it will not contract with any subcontractor in which it has any personal interest, direct or indirect. The ENGINEER further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

17. Proprietary Materials:

The City of Piqua acknowledges that in the course of performing services, the ENGINEER may use products, materials or proprietary information. The CITY agrees that it shall have or obtained no rights in the proprietary material, except

pursuant to a separate written agreement that may be executed by the parties.

The ENGINEER acknowledges that in the course of performing services for the CITY, the materials and information obtained, used, and/or produced for the CITY are the exclusive properties of the CITY and may not be disseminated in any manner without the prior written approval of the CITY.

18. Ownership of Property:

The ENGINEER agrees that at the expiration or in the event of termination of this Agreement, any memoranda, maps, drawings, working papers, reports and other similar documents produced in connection with the Agreement shall become the property of the CITY.

The ENGINEER acknowledges that the CITY is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.

19. Warranty:

The ENGINEER warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

V. SIGNATURE

The parties enter into this Agreement this _____ day of _____, 2025, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA

By:

L. Paul Oberdorfer, City Manager

Witness:

Approved as to form:

Law Director

WESSLER ENGINEERING, INC.

By:

Ryan K. Brauen, P.E., Vice President
June 17, 2025

Witness:

Austin N. Wurm, Engineer
June 17, 2025

Attachment A: Scope of Services

1. Attend one (1) kickoff meeting prior to commencement of inspections. Following agreement by all parties as to the planned inspection process, the remaining inspections will be completed.
2. As manhole inspections are being completed, perform daily coordination with safety services and City contact(s).
3. Prepare a real-time tracking dashboard that may be accessed via the internet for City officials to monitor progress.
4. Storm Manhole Inspections
 - a. Perform manhole inspections for approximately 360 accessible stormwater manholes. Manhole inspections will record and document information as outlined below under "Stormwater Manhole GIS Inspection Form". Digital photographs will be taken, and an electronic inspection form will be completed for each inspected manhole.
 - b. Internal visual inspections (no man entry), using a 'GoPro' or other similar device, shall be performed on all storm sewer pipes entering each inspected manhole and a written commentary with respect to the operating and structural condition of the pipe shall be provided for each storm pipe. Photos and videos of pipes will not be recorded but observations from the internal photo and video reviews will be recorded within the respective pipe segment(s). Pipe sizes and materials will not be recorded as this information is already included in the mapping files provided by the City.
 - c. Maintenance issues (e.g., debris in structure or pipe) shall also be documented along with the rated severity of the maintenance issue.
5. Technical Memorandum

A comprehensive summary of manhole and observed storm pipe conditions will be prepared and shall include:

 - a. Number of storm manholes inspected and the classification of each
 - b. Summary of visual storm pipe observations (debris/maintenance classification, structural concerns)
 - c. Statistical summaries of deficiencies
 - d. Summary of recommended storm manhole rehabilitation by priority
 - e. Estimated construction costs for storm manhole rehabilitation by priority
 - f. Associated system maps highlighting storm manhole condition assessments by priority (as identified by the highest priority ranking of each observed section)
 - g. System map displaying storm sewer segments with observed maintenance concerns (debris accumulation) and structural concerns
 - h. A draft Technical Memorandum (Tech Memo) will be submitted to the City for review and comment.
6. Project Closeout/Deliverables
 - a. A final Tech Memo will be provided to the City within one month following the receipt of the City's comments.
 - b. A file geodatabase will be provided to the City's geographical information system (GIS) representative for full incorporation of the inspection data into the City's GIS.

General Notes:

Contractor plans to spend one day conducting preliminary inspections to test the inspection process, review the data collected, and address any issues Contractor might see forthcoming. After the preliminary inspection, Contractor will share and discuss the results and findings to with the Client to ensure that Contractor's inspection is capturing and portraying the structure data that the City is expecting before proceeding and inspecting 360 +/- stormwater manholes apart of the project.

An Overall Priority for each structure will not be included as part of the initial scope but may be added to the scope of services after inspections are completed if so desired. This can be completed in the office.

Section Priority Ratings & Criteria:

Priority 1 (P1): Sections that are designated P1 have observable structural issue(s) that require immediate attention and should be addressed as soon as possible. These are issues that raise concerns for the entire structure and the safety of the public.

- Section could cause the structure to collapse, probable to imminent failure
- Section is the reason the structure no longer performs as designed
- Section is unserviceable/end of useful life/unable to be rehabilitated

Priority 2 (P2): Sections that are designated P2 have observable moderate issue(s) that should be addressed as soon as funds are available or reinspected within 2 years to monitor how much further deterioration has occurred since the initial inspection.

- Section does not exhibit visible concern(s) that may lead to the failure/collapse of structure, structure appears to be structurally sound
- Section does not appear to impact structure's performance as designed
- Section exhibits moderate or significant deterioration – requires significant maintenance/renewal/rehabilitation

Priority 3 (P3): Sections that are designated P3 exhibit observable signs of deterioration and should be reinspected in the next 3 – 5 years. To extend the life of the structure and prevent further deterioration, these issues should still be addressed when funds are available.

- Section exhibits minor deterioration – requires minor maintenance or work

No Priority: Sections that are designated No Priority exhibit either very minor observable issue(s) or zero observable issue(s).

- Section appears to be in good structural and functioning condition – only normal maintenance required

Stormwater Manhole GIS Inspection Form

****Collect Manhole GPS Location, if not already part of the system mapping.**

General Information:

1. Facility ID (**Default**)
2. Duplicate:
 - a. No (**Default**)
 - b. Yes
3. Inspection Date/Time (**Default**)
4. Inspector 1: ANW (**Default**)
5. Inspector 2: XXX (**Default**)
6. Structure Map Location:
 - a. Existing – Shown in Piqua MH Data (**Default**)
 - b. Wessler Located, Not Shown on Map, GPS'd using R2
7. Location (Drop-down list):
 - a. Paved (**Default**)
 - b. Unpaved
8. Accessibility (Drop-down list):
 - a. Accessible (**Default**)
 - b. Inaccessible (if selected, opens drop-down list):
 - i. Could Not Open, Stuck Lid
 - ii. Obstruction/Vehicle
 - iii. Could Not Locate
 - iv. Paved Over
9. Structure Type:
 - a. Standard (**Default**)
 - b. Doghouse
 - c. Tapered Structure
 - d. Non-Circular
 - e. Undeterminable
 - f. Other

10. Structure Material (Drop-down list):

- a. Brick
- b. Block
- c. Precast
- d. Cast in place
- e. Stone
- f. Cementitious Lined
- g. Undeterminable
- h. Multiple
- i. List Materials:

11. Steps:

- a. No
- b. Yes
- i. XX of steps

Frame & Cover:

12. Type:

- a. Standard – Heavy Cover (**Default**)
- b. Standard – Light Cover
- c. Waffle
- d. Other
- e. Undeterminable

13. Recommended Work (Drop-down list):

- a. None
- b. Reset F/C
- c. Raise-to-grade
- i. XX inches
- d. Lower-to-grade
- i. XX inches
- e. Replace F/C

14. Priority:

- a. Priority 1
- b. Priority 2
- c. Priority 3
- d. No Priority

15. Comments:

Chimney:

16. Chimney:
a. No
b. Yes (**Default**)
17. Chimney Work (Drop-down list):
a. None
b. Reconstruct/Replace Chimney
i. XX inches
18. Priority:
a. Priority 1
b. Priority 2
c. Priority 3
d. No Priority
19. Comments

Cone & Barrel:

20. Cone Section:
a. Cone
b. Flat Top Structure
c. Neither
21. Grout Void(s):
a. 0 of voids
22. Grout Joint(s):
a. 0 of joints
23. Drop Connection(s) > 24"
a. 0 of Drop Connections
24. Priority:
a. Priority 1
b. Priority 2
c. Priority 3
d. No Priority
25. Comments
a. Includes location of voids and joints if work recommended

Bench & Channel:

26. Sump
a. No (**Default**)
b. Yes
i. XX inches deep
c. Undeterminable
27. Clean/Remove debris
a. No (**Default**)
b. Yes
28. Rework Bench & Channel
a. No (**Default**)
b. Yes
29. Install Bench & Channel
a. No (**Default**)
b. Yes
30. Grout Pipe Penetration(s)
a. 0 pipe penetration(s)
i. Note: Pipe Location
31. Priority:
a. Priority 1
b. Priority 2
c. Priority 3
d. No Priority
32. Comments

Overall:

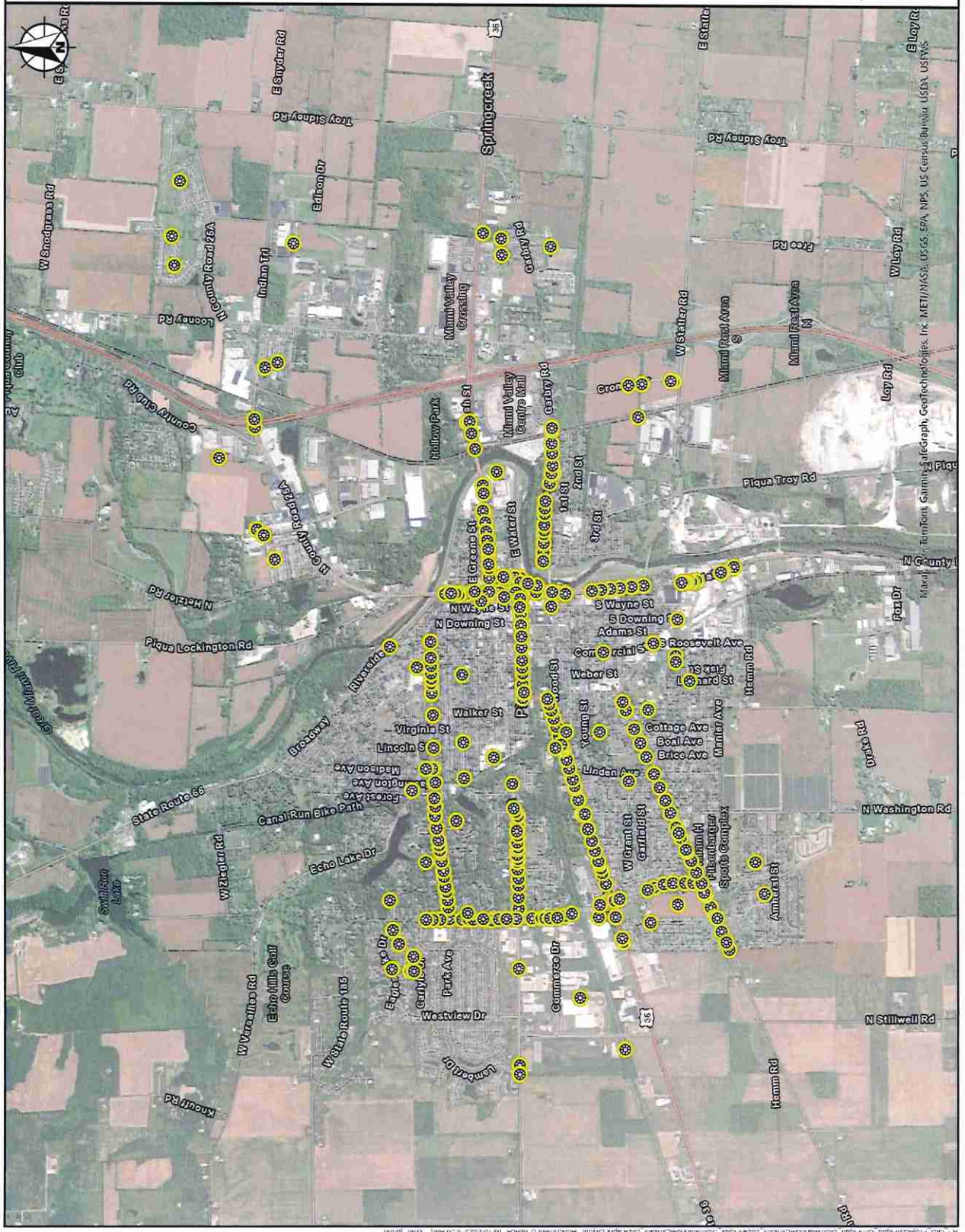
33. Number of Pipes in Structure
a. XX Pipe(s)
34. Capped Pipes in Structure:
a. No
b. Yes
i. XX pipe(s)
ii. Capped Pipe(s)
location(s)
c. Undetermined
35. Manhole Lining:
a. No (**Default**)
b. Yes
i. XX vertical feet
36. Structure Diameter > 4 feet:
a. No (**Default**)
b. Yes
i. XX dia. (feet)
37. Replace Manhole:
a. No (**Default**)
b. Yes
38. Comments

Piping:

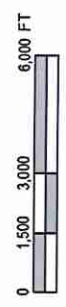
39. Comments (denote any issues not recordable via. pipe layer)

Photos/Videos:

40. Photos:
a. Location & F/C
b. Chimney
c. Cone/Barrel
d. Bench/Channel
e. Extras (if needed)



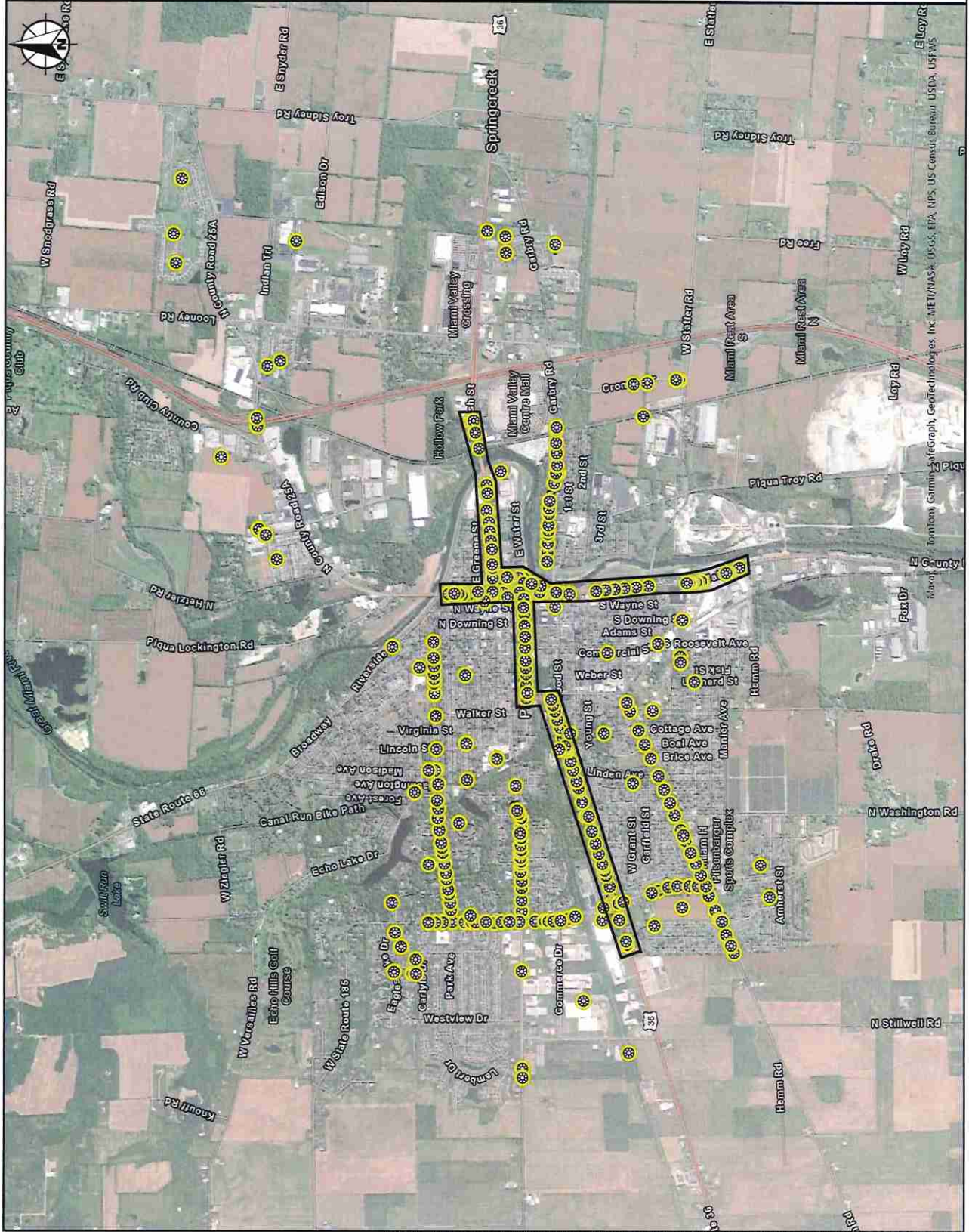
Legend
 Stormwater Manholes
 To Be Inspected - 2025
 (Yellow circle with crosshair) Yes (360)



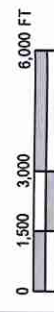
Attachment B: Task A
STORMWATER MANHOLES
TO BE INSPECTED

City of Piquette, Ohio
 2025 Stormwater Manhole
 Inspections

June 2025



☐ Approximate Outline of Stormwater Manholes that will Require Professional MOT Services



**City of Piqua, Ohio
2025 Stormwater Manhole
Inspections**

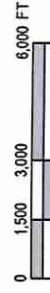
June 2025
Page 147 of 149

Legend

Stormwater Manholes

● To Be Replaced (25)

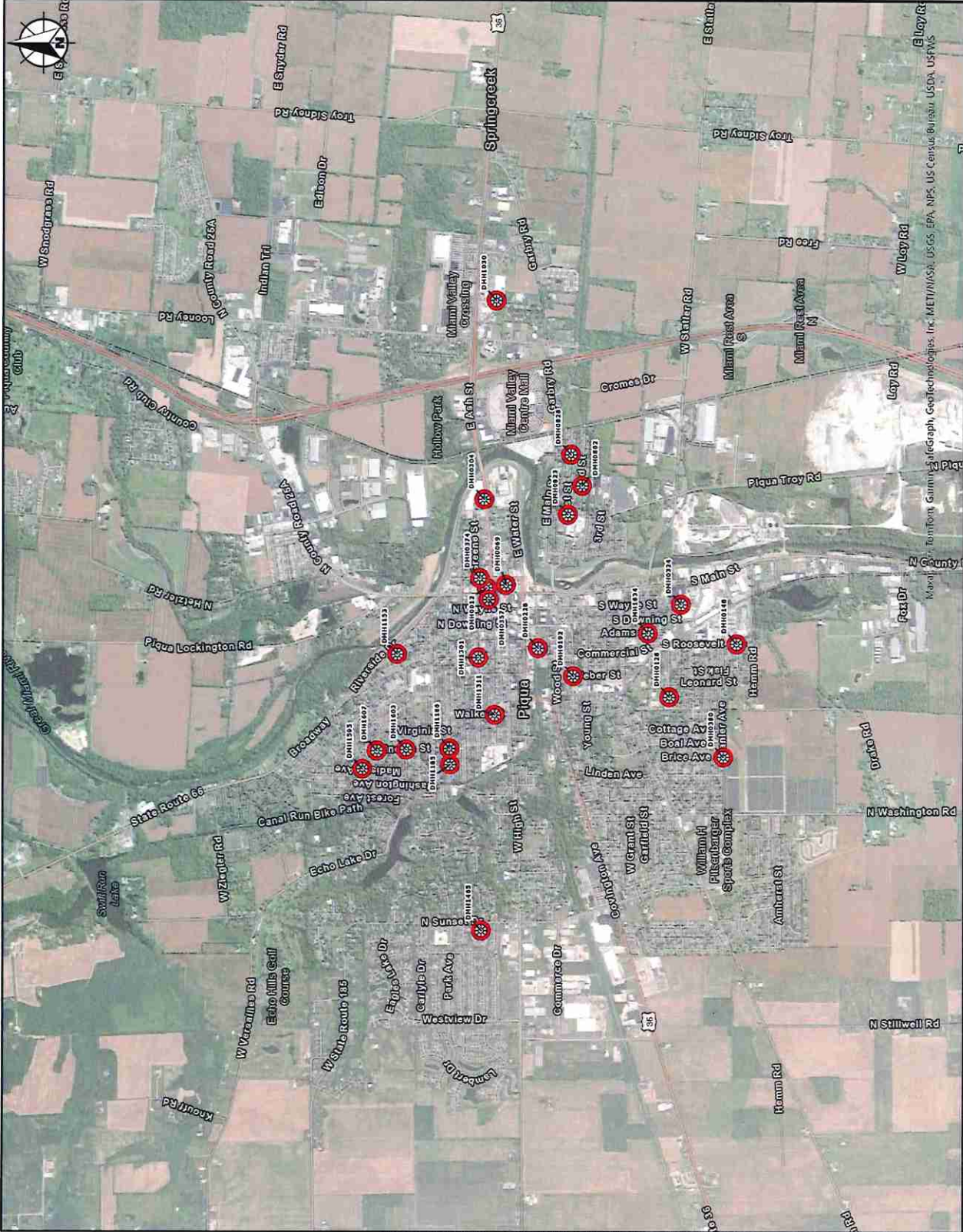
*Note - not all manholes to be replaced are shown on this map as there are some sanitary sewer manholes to be replaced. It is expected that a combined 25 to 30 stormwater and sanitary sewer manholes will be replaced.

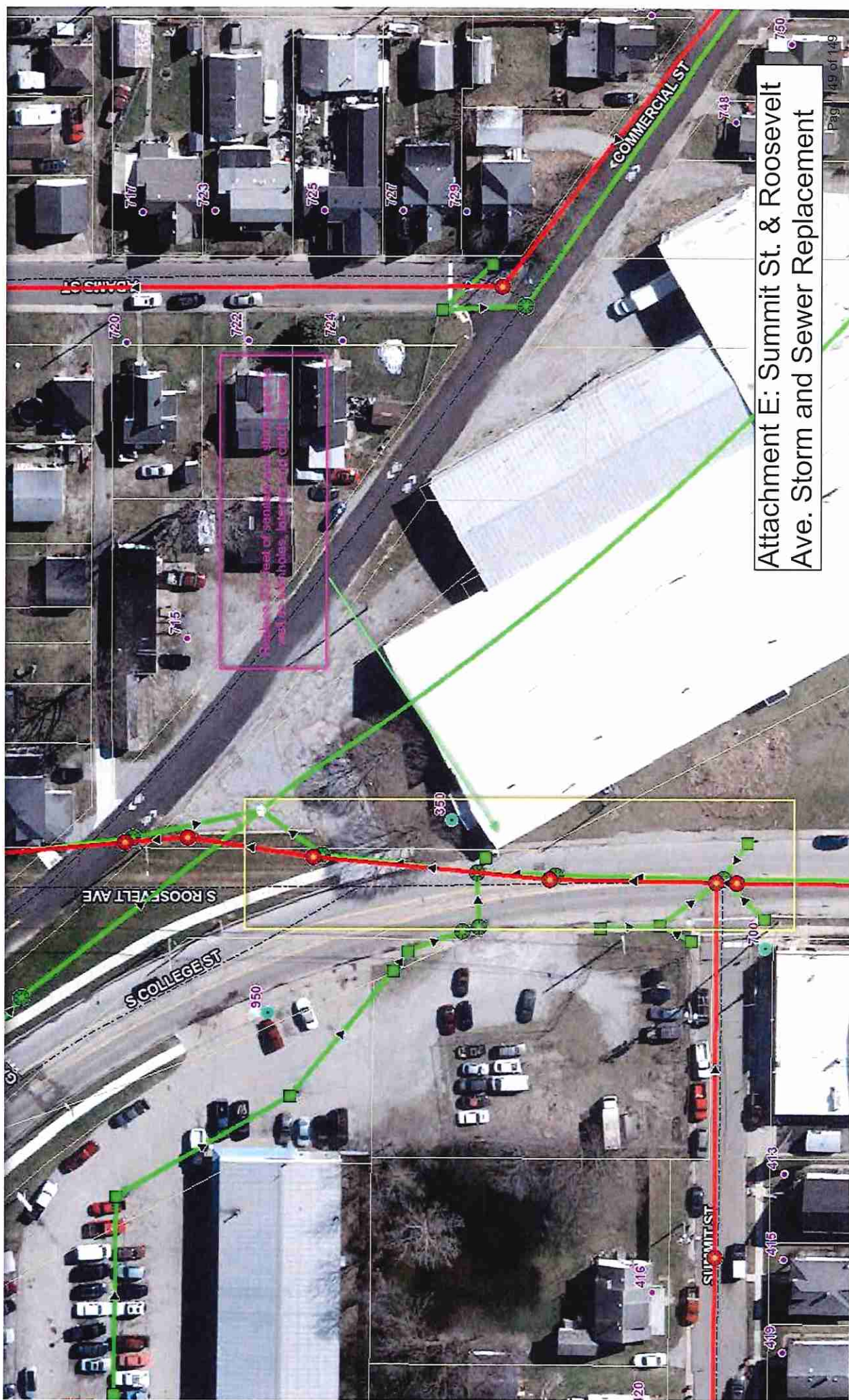


**Attachment D: Task C
STORMWATER MANHOLES
TO BE REPLACED**

City of Piqua, Ohio

June 2025





Attachment E: Summit St. & Roosevelt Ave. Storm and Sewer Replacement