City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING
TUESDAY, SEPTEMBER 2, 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 for City Commission Meetings

CONSENT AGENDA

1) **Approval of Minutes**
   Approval of the Minutes from the August 19, 2025, Regular City Commission Meeting

OLD BUSINESS

1) **Ordinance No. O-9-25 (Second Reading)**
   An Emergency Ordinance Enacting And Adopting A Supplement To The Code Of Ordinances For The City Of Piqua.

2) **Ordinance No. O-11-25 (Second Reading)**
   An ordinance to amend Chapter 32: Boards and Commissions

3) **Ordinance No. O-12-25 (Second Reading)**
   An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2025

4) **Ordinance No. O-13-25 (Second Reading)**
   An ordinance authorizing the issuance of not to exceed two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of bonds for the purpose of paying the costs of construction, acquisition and equipping of, park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof, and declaring an emergency.

5) **Ordinance No. O-14-25 (Second Reading)**
   An ordinance authorizing the establishment of the 2025 Bonds Capital Projects Fund.

NEW BUSINESS

1) **Ordinance No. O-15-25 (First Reading)**
An ordinance to amend Chapter 56: Stormwater Management

2) **Resolution No. R-100-25**
A Resolution Authorizing a Contract with Fifth Third Bank, N.A., JP Morgan Chase Bank, N.A., U. S. Bank, N.A., Park National Bank and Mutual Federal to Serve as a Depository for Public Funds

3) **Resolution No. R-101-25**
A Resolution to levy assessments to pay for the cost of nuisance abatements.

4) **Resolution No. R-102-25**
A Resolution approving the Tax Rates for the City as determined by the Miami County Budget Commission.

5) **Resolution No. R-103-25**
A resolution amending R-82-23, authorizing extending the agreement for Engineering Services for the Great Miami River Low Dam Removal and Modification Project

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.

City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, AUGUST 19, 2025

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

1) Fire Training Committee

Fire Training Committee Chair David Roth made a statement that the committee had made the decision to temporarily suspend activities effective August 13. Several factors contributed to this decision but the main being the threat of pending litigation and potentially becoming entangled filed against those people and entities involved in the decision-making process. Mr. Roth thanked the citizens that attended their meetings, Nancy Roof for obtaining documents and the City Staff for their cooperation throughout the investigation. The hope is that once the potential for litigation has been removed the committee can come back together.
Mayor Lee asked for an explanation of overages on attorney fees.
Commissioner DeBrosse thanked the committee their willingness take on this task. Then asked to clarify who was involved in the decision to suspend the committee and Mr. Roth confirmed it was committee members and their counsel. No members of the Commission influenced their decision. They affirmed that.
Mayor Lee and Commissioner Hohman also thanked the committee for all their work.

MOTION TO APPROVE BUSINESS AGENDA

Mayor Lee read statement regarding what is appropriate and when to speak on an Agenda item and the amount of allotted per item per speaker. The speaker can address the commissioners and if the answer is not readily available one will be provided at a later time.

1) Rules of Conduct

CONSENT AGENDA

Mayor Lee recognized Dani Davis for her years of service.

Commissioner Simmons read statement regarding missed meeting on August 4, 2025 which was notably unexcused. Stated that did not see in city email any indication there was a meeting scheduled for August 4 but that going forward will not miss any future meetings.
Commissioner Vetter made motion to approve Consent Agenda. Motion Seconded by Commissioner Hohman. Motion carried.

1) **Approval of Minutes**
   Approval of the Minutes from the July 15, 2025, Regular City Commission Meeting

2) **Approval of Minutes**
   Approval of the Minutes from the August 4, 2025 Executive Session

3) **Resolution No. R-98-25**
   A resolution of appreciation for the public service of Joy D. Davis as a city employee

OLD BUSINESS

1) **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.

Ryan Spitzer presented that this is an Ordinance to updated the Book of Charters that is published by American Legal Publishing. This had been brought before the Commission in June but was tabled at the Commissions request to obtain more information, from American Legal Publishing. Attached was a list of the updated Ordinances and an Excel spreadsheet kept by the City.
Kim Heisler asked is it an emergency if it has been years since the last updated. Why are they not updated regularly? Feels this is unacceptable.
Commissioner Hohman checked as well late last year and was assured that the Charter Book would be updated more frequently. Thanked the new counsel for taking the initiative to get this done.
David Smith refused to give address only chose to speak on the settlement agreement from last year. Proceeded to argue with Mayor Lee about inquiring as to his address, his ability to speak on any topic for 7 minutes.
Mayor Lee asked if the Ordinance needed to be passed as an emergency. Ryan explained this is to catch up. Commissioner Hohman motioned to remove this Ordinance from the table.
Commissioner Vetter seconded. Commissioner Hohman moved to approve Ordinance O-9-25.
Commissioner Vetter soconded. Commissioner DeBrosse pointed out only a first reading.
Commission chose not to waive three readings. No vote.

2) **Ordinance No. O-10-25 (3rd Reading)**
   An Ordinance to amend Title XV: Land Usage, Piqua Development Code

This is a third reading. No changes since second reading.
Kim Heisler had time reset at Mayor Lee request due to having to move podium. Is asking why the city is not more transparent with their future plans and that is why they are making code changes. Is asking the commission to confirm that there are apartments going into Piqua Center. Stressed that she would appreciate it if the commission would pay more attention when the citizens are speaking.
Dave Smith was called but had left the meeting room. Commission waited a few minutes. Mayor Lee asked Kyle if there are developers waiting to use this code. Kyle confirmed that yes, there are developers eager to see this pass but nothing specific that he can discuss at this time.
Frank Debrosse comment: To clarify just because a developer has plans does not mean the city is
Kyle:There are no current plans in the works but it has been designed to assist developers. All will still need to go before multiple boards.
Commissioner made Motion to approve. Seconded by Commissioner Simmons.

NEW BUSINESS

1) **Ordinance No. O-11-25 (First Reading)**
   An ordinance to amend Chapter 32: Boards and Commissions

Presented by Assistant City Manager Amy Welker. This is to remove outdated language and combine energy board and utility board. Many commonalities between boards. The goal is to streamline the boards. Remove the Resolutions that created the Diversity Committee.
Jonathan Wessel agrees most of the changes has no issue with but pointed out the removal of tour of energy plant.
David Smith again called but was not present.
Solei Larkson not willing to give address due to fear of retaliation. Boards do not allow public comment in other meetings. Solei said the Clerk of Courts did not know where the book of Charters was. Claimed she was directed to HR. Threatened the Commission could be looking at potential lawsuits and criminal charges due to the way the meetings are conducted. Has asked the Commissioners to step down due to their support of the City Manager.
Kim Heisler agrees with everything said by Solei Larkson. Specific question was about Diversity Committee. Why is the City using this committee to obtain Federal Funding?
Commissioner Hohman in response to Mr. Wessel said that concerns that a tour of energy system versus park system is a security risk.
First reading, no vote.

2) **Ordinance No. O-12-25 (First Reading)**
   An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2025

Changes that have been made to this Ordinance are outlined in the Staff Report. Reiterating questions from previous meeting. Why are numbers significantly different?
Mayor Lee asked why numbers are different. Jerry explained that was because the former was a tax budget for 2026. Not the same budget.
Kim Heisler asked a question at the last meeting about the golf course, mausoleum, and such and

now the numbers are significantly less. Why is that?
David Smith still not present for comment.
Commissioner Simmons asked about Section 7, specifically, Lock 9 bond. Has the City made any money from Lock 9? Jerry responded it was not intended to make money. Commissioner Hohman reiterated it was not about making money but giving a place for the community to gather. It has also has a positive effect on the local businesses.
This is a first reading. No vote.

3) **Ordinance No. O-13-25 (First Reading)**
An ordinance authorizing the issuance of not to exceed two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of bonds for the purpose of paying the costs of construction, acquisition and equipping of, park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof, and declaring an emergency.

Jerry asking to be passed as an emergency but not waive the 3 readings.
Kim Heisler asked do we really need to pass this as an emergency?
David Smith asked if public comments at the end of the meeting are recorded. Commissioner Simmons responded that he does not believe they are. Asked where Attorney Stiltner was. Again read from the settlement agreement last year.
Valerie Mulliken asked how much was borrowed for Lock 9, specifically, from the Utility Fund and/or any other fund. Deeply concerned that the community is financially struggling. Brought this to the city's attention three years ago. Mayor Lee asked how much was borrowed. Jerry said 5.8 million was borrowed.
Comment from Commissioner Hohman agrees it was a calculated risk but that the city has been able to repay this debt. Encourages citizens to keep an eye that the figure continue keep going down.
Commissioner Simmons asked how long before Lock 9 will be paid off. Jerry said we will look at building that into the budget as we currently have received grants.
Commissioner DeBrosse asked how long Lock 9 has been open. City Manager Paul Oberdorfer answered one year, one month. Reiterated this is the most fiscally advantageous solution for the city. Commissioner DeBrosse is not sure why this is an issue as this is half paid off in just over a year.
This is a first reading. No vote.

4) **Ordinance No. O-14-25 (First Reading)**
An ordinance authorizing the establishment of the 2025 Bonds Capital Projects Fund.

Jerry working on bringing a package to the commission to bring forward next meeting.
No public comment.
Mayor Lee asked if different than CIP. Asked if the Pavillion was part of this project. Jerry stated no.
This is a first reading. No vote.

5) **Resolution No. R-89-25**
A Resolution authorizing the City Manager to enter into an agreement for engineering

services with Fishbeck for Smoke Testing Services Phase 4

Kevin Krejny presented this was brought to Commission as the budget is over 75,000. Projected to cost 129,000. The NW corner of the city.
No public comment.
Commissioner Hohman asked if any of this work has been done yet. Kevin replied yes in a few locations. Commissioner Hohman asked if the city is trying to prevent the treatment of rainwater unnecessarily. Kevin replied yes.
Commissioner Vetter made motion to approve. Commissioner Hohman Seconded. Commissioner no.

6) **Resolution No. R-90-25**
A resolution for paving rehabilitation and restoration work with Ticon Paving, Inc.

Kevin Krejny presented that this was also due to being over 75,000. Will be 105,000. Kevin said this is for Ticon to come in after the repairs to the infrastructure and resurface the roads.
No public comment.
Commissioner Hohman commented that roads get dug up due to utility work. Would entertain a resolution limiting the time a road remains gravel.

Commissioner Hohman made motion to approve. Commissioner Seconded. All in favor. Motion carries.

7) **Resolution No. R-91-25**
A resolution authorizing the City Manager to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required for the High Street and Sunset Drive Utility Project.

Kenton Kiser presented this would install infrastructure for stormwater. Hoping to receive 500,000
Kim Heisler asked if these contracts would ask if these are projects that would be bid on. Kenton said these will still need to be offered for bid.
Commissioner Hohman asked what age of pipe being replaced? It is 60-80 years old approx. What is life expectancy of new product? 80-100 years. It's new age ductal.
Motion to approve by Commissioner Vetter, Seconded by Commissioner Hohman. Commissioner Simmons no.

8) **Resolution No. R-92-25**
A resolution authorizing the City Manager to enter into an agreement with Choice One Engineering Corporation for the engineering design of the Marymont Drive Utility Project.

Kenton Kiser the city was given a grant of 500,000. Stated bid requests were sent out and Choice One was the awarded bid out of four prospects.
No public comment.
No commissioner comment.
Commissioner Hohman made a motion to pass. Commissioner DeBrosse seconded. Commissioner Simmons no. Commissioner Hohman asked for Roll Call. Motion carries.

9) **Resolution No. R-93-25**

A resolution authorizing the City Manager to enter into an agreement with Activu Corporation to update Piqua Power System's SCADA display wall

RJ Monnier presented. This was approved by the Energy Board.
Solei Larkson attended the board meeting. They are not a local company. The city will no longer have control of the power grid. This is in her opinion a matter of convenience for Mr. Monnier. SCADA is untraceable and has at least four offices. If the city is going to continue to outsource then the city should be downsizing. After reviewing her power bill it was doubled and those of others she saw.
Kim Heisler asked how many bids we received. Did we receive three? Quick search on Activu and she found nothing on small municipalities. They are well know for integration, in other words a smart city. What will be the cost? Will this require more staffing, less? Did we receive grant money? Attended Energy Meeting as well and found Commissioner Vetter and City Manager did not ask any questions.
John Wessel is confident in this system. Please pass this.
Valerie Mulliken asked if Activu is out of Houston Texas. Recently testified about upcoming energy increases. Ok with passing but concerned with these out of town businesses that have recently experienced natural disasters passing their losses on to the citizens of Piqua.
RJ clarified that Activu is headquartered in New Jersey. The system is very secure. The software is a one time purchase. No ongoing fees.
Mayor Lee asked if citizens are being couple charged. RJ answered no.
Was any grant money obtained for this? No Will this take any jobs? No. This will just replace a very old display.
Commissioner Vetter commented that Piqua locally owned and not comparable to AES.
Commissioner Hohman explained that the potential loss of a job is not there but the benefit to the businesses is great. This is an investment.
Commissioner DeBrosse asked who will control the wall? RJ. The City of Piqua
Commissioner Hohman made a motion to pass. Commissioner Vetter seconded. Commissioner Simmons no. Commissioner Hohman requested a Roll Call. Motion passed.

10) **Resolution No. R-94-25**

A resolution to transfer ownership of an issued liquor permit from Cordova Ventures Inc located at 311 N Main St., Piqua, OH 45356 to DM Piqua LLC, 311 N Main St., Piqua, OH 45356.

Transfer of liquor permit to Submarine House. Law Department has no problem. Police Chief has no problem.
No public comment.
No commission comment.
Motion by Commissioner Hohman. Seconded by Commissioner DeBrosse. Motion carries.

11) **Resolution No. R-95-25**

A resolution to approve the issuance of a liquor permit for Chipotle Mexican Grill of Colorado, LLC, Chipotle 5409 located at 902 Scott St., Piqua, OH 45356.

No objections from Law Department or Police Department.

No public comment.
No commission comment.
Motion to approve by Commissioner DeBrosse. Seconded by Commissioner Simmons. Motion carries.

12) **Resolution No. R-96-25**
A resolution to approve the issuance of a liquor permit to Hampton Golf, Inc 308 N Main St, 4th Floor Only, Piqua, OH 45356.

No objection by Law Department or Police Department.
Kim Heisler asking if this is the one issued to the city now reissued to Hampton Golf? Yes. How was Hampton having events up until now? There was one for the building based on legal advice it has now been separated.
No Commissioner comment.
Motion to approve by Commissioner Hohman. Seconded by Commissioner DeBrosse. Motion carries.

13) **Resolution No. R-97-25**
A resolution to approve the issuance of a liquor permit to Gill Holding, LLC located at 633 W High St., Piqua, OH 45356.

No objection from Law Department of Police Department. This is a new application not a transfer.
No public comment.
No commission comment.
Motion by Commissioner Hohman. Seconded by Commissioner Simmons. Motion carries.

14) **Resolution No. R-99-25**
A resolution to increase the allocated contractual budget for legal services provided by McCulloch, Felger, Fite and Gutmann Co., L.P.A.

This increase is to fulfill contractual obligation made between the city and the firm for legal services.
Kim Heisler asked if they are only used for prosecution? Ryan stated he didn't believe so.
Solei asked if this was Frank Patrizio firm? Law expenses are going up due to all the attorneys and staff as well as the lawsuits the city is settling. Believes they are due to poor management by the city leadership. Asked why Resolution number R-98-25 was skipped and that it was skipped due to laziness or "slop". It was in fact under New Business.
Commissioner Simmons asked what the amount of the contract would be. Mayor Lee pointed out not to exceed 90,000 for the year 2025.
Commissioner Vetter made a motion to approve. Seconded by Commissioner DeBrosse.
Commissioner Simmons and Hohman voted no. Motion passed.

CITY MANAGER'S REPORT

Successful movie night last week
Non-denominational church has been well attended
Yoga in the Park has been well attended.
Two concerts this week at Lock 9

COMMISSIONERS COMMENTS

Commissioner Simmons thanked his wife for attending tonight. Reassures the citizens he will remain here for them. Asked City Manager Paul Oberdorfer if he was sworn in before February of this year. Paul Oberdorfer responded he was sworn in on his first day and Mayor Lee was present. It was not televised as it was during Covid.
Commissioner Vetter thanked Police and Fire for National Night Out. Met with former City Manager Frank Patrizio and words of wisdom from him well received.
Commissioner DeBrosse this Sunday the Power Project will be hosting a back to school bash, including backpacks, haircuts and shoes at Lock 9. Secondly, Jeff Lange his group did annual river cleanup. Listed several items of interest found in the river. Removed 220,000 lbs of junk from river over the years. Lastly, thank you to Chief Adams for allowing he and his daughter to tag along on National Night out. Huge thanks to firefighters Moss and for allowing them to ride with.
Mayor Lee had no 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.)

_____
KRIS LEE, MAYOR

PASSED: _____
ATTEST: _____
COMMISSION CLERK

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Ordinance No. O-9-25 (Second Reading)** An Emergency Ordinance Enacting And Adopting A Supplement To The Code Of Ordinances For The City Of Piqua.	
SUBMITTED BY	Kimberly Hughes, Admin. Assistant City Commission	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	NA
	Expenditure $:	NA
	Source of Funds:	
	Narrative:	
ATTACHMENTS	1. Ordinance No O-9-25	

Ordinance No. O-9-25 (Second Reading)

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

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

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

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

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

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

SEC. 1: That the current 2025 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio is hereby adopted by reference 2025 S-73 Supplement as is set out in its entirety.

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

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

_____

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

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

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

CITY OF PIQUA, OHIO

CODE OF ORDINANCES

VOLUME I

2024 S-72 Supplement contains:
Local legislation passed through 2-20-24
State legislation current through 6-30-23

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CITY OF PIQUA, OHIO

CODE OF ORDINANCES

VOLUME II

2024 S-72 Supplement contains:
Local legislation passed through 2-20-24
State legislation current through 6-30-23

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PIQUA, OHIO
Instruction Sheet
2024 S-72 Supplement

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CITY OF PIQUA, OHIO

CODE OF ORDINANCES

VOLUME I

2025 S-73 Supplement contains:
Local legislation passed through 3-18-25
State legislation current through 6-26-24

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VOLUME II

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Ordinance #	Title	Date of Meeting Introduced	Date Action Taken
O-1-22	An Emergency ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua	3.1.22	3.1.22
O-2-22	An ordinance amending Trees, Weeds and Vines Sections 91.35 – 91.38 of Chapter 91, Nuisances of the Piqua Code of Ordinances	4.5.22	4.5.22
O-3-22	An ordinance amending Discharge Prohibitions Section 51.17 and Wastewater Service Fees Section 51.81 of Chapter 51 Sewers of the Piqua Code of Ordinances	4.5.22	4.5.22
O-4-22	An ordinance repealing existing Chapter 33 and enacting a new Chapter 33 of the Piqua Code, relating to Employee Policy	4.5.22	4.5.22
O-5-22	An ordinance repealing Sections 39.01 and 39.03 and replacing Sections 39.01 and 39.03 of the Piqua City Code of Ordinances Municipal Tax on Motor Vehicle Licenses	5.3.22	Defeated 6.21.22
O-6-22	An ordinance abolishing the Stormwater Utility Board	5.3.22	5.3.22
O-7-22	An ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	6.7.22	6.21.22
O-8-22	An ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	7.19.22	7.19.22
O-9-22	An ordinance amending Chapter 50 of the Piqua Code, relating to Garbage and Refuse	10.4.22	11.1.22
O-10-22	An ordinance amending Chapter 51 of the Piqua Code, relating to Sewers	10.4.22	11.1.22
O-11-22	An ordinance amending Chapter 53 of the Piqua Code, relating to Water	10.4.22	11.1.22
O-12-22	An ordinance amending Chapter 56 of the Piqua Code, relating to Stormwater Management	10.4.22	11.1.22
O-13-22	An ordinance amending Chapter 94 of the Piqua Code, relating to the Municipal Golf Course and City Parks	10.4.22	11.1.22
O-14-22	An ordinance amending Chapter 150 of the Piqua Code, relating to Building Regulations Appendix Table A: Fee Schedule	10.4.22	11.1.22
O-15-22	An ordinance amending Chapter 151 of the Piqua Code, relating to Subdivision Regulations Appendix Table A: Fee Schedule	10.4.22	11.1.22
O-16-22	An ordinance amending Chapter 154 of the Piqua Code, relating to Zoning Regulations Appendix C: Fee Schedule	10.4.22	11.1.22
O-17-22	An ordinance to vacate a portion of public right-of-way	11.1.22	11.15.22
O-18-22	An ordinance to make Appropriations for the City of Piqua, Ohio, for the year 2023	11.15.22	12.13.22
O-19-22	An ordinance repealing existing Chapter 33 and enacting a new Chapter 33 of the Piqua Code	11.15.22	1.17.23
O-20-22	An ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	11.15.22	12.13.22
O-21-22	An ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	11.15.22	12.13.22
O-22-22	An Emergency ordinance to make appropriations for the City of Piqua, Ohio for the year 2022	12.13.22	12.13.22
End of YR			
O-1-23	An ordinance establishing the manner in which ordinances will be available for public inspection	3.7.23	4.4.23
O-2-23	An ordinance to repeal Title XV: Land Usage of the Code of Ordinances and adopt Title XV: Development Code, in association with the Code Piqua Project	3.21.23	4.18.23
O-3-23	An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens	3.21.23	Defeated 4.18.23
O-4-23	An Emergency ordinance to amend Ordinance No. O-18-22 for amendment of appropriations for the City of Piqua, Ohio, for the Year 2023	5.4.23	5.8.23
O-5-23	An ordinance authorizing the submission of Proposed Amendments to Piqua Charter Section 4 Meeting of Commission	6.6.23	6.20.23
O-6-23	An ordinance to adopt Chapter 109: Rental Housing Regulations	6.20.23	9.5.23
O-7-23	An ordinance repealing Sections 39.01 and 39.03 and replacing Sections 39.01 and 39.03 of the Piqua City Code of Ordinances Municipal Tax on Motor Vehicle Licenses	6.20.23	6.20.23
O-8-23	Ordinace levying a $5.00 Motor Vehicle License Tax as authorized by Section 4504.173 of the Ohio Revised Code	6.27.23	6.27.23
O-9-23	An ordinance providing for the issuance of a note in anticipation of the issuance of bonds for the purpose of financing the construction, acquisition, and equipping of park improvements facilities and ap	9.5.23	9.5.23
O-10-23	An ordinance declaring improvements to certain parcels of real property located within the City of Piqua to be a public purpose and exempt from real property taxation; requiring the owners of those pa	9.5.23	9.5.23
O-11-23	An ordinance authorizing the issuance of not to exceed $[2,500,000] of special obligation nontax revenue bonds, in one or more series, for the purpose of acquiring land and interests in land, and all nec	9.5.23	9.5.23
O-12-23	An ordinance declaring the improvement to certain parcels of real property to be a public purpose and exempt from taxation; establishing a Tax Increment Equivalent Fund and providing for the collecti	9.19.23	10.17.23
O-13-23	An ordinance relating to Rules of Conduct for Piqua City Commission Meetings	10.17.23	REMOVED
O-14-23	An emergency ordinance to make appropriations for the City of Piqua, Ohio for the year 2023	11.21.23	11.21.2023
O-15-23	An ordinance to make appropriations for the City of Piqua, Ohio for the year 2024	11.21.23	12.12.2023
O-16-23	An ordinance amending Chapter 94 of the Piqua Code relating to Municipal Golf Course	11.21.23	12.12.2023
O-17-23	An ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	11.21.23	12.12.2023
O-18-23	An ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	11.21.23	12.12.2023
O-19-23	An ordinance to amend Chapter 32 of the Piqua Code of Ordinances	11.21.23	12.12.2023
O-20-23	An Emergency ordinance to make appropriations for the City of Piqua, Ohio, for the Year 2023	11.21.23	12.12.2023
End of YR			
O-1-24	An ordinance to amend Title XV: Land Usage, Piqua Development Code	1.16.24	2.20.24
O-2-24	An ordinance to make appropriations for the City of Piqua, Ohio, for the Year 2024	3.28.24	4.16.24
O-3-24	An ordinance to adopt Chapter 99: Piqua Historic Preservation Ordinance	4.16.24	5.21.24
O-4-24	An ordinance to amend Chapter 32: Boards and Commissions	4.16.24	5.21.24
O-5-24	An ordinance to amend Title XV (15): Land Usage, Piqua Development Code	4.16.24	5.21.24
O-6-24	An ordinance to regulate burning activities	5.7.24	5.21.24
O-7-24	An ordinance repealing and replacing Piqua Municipal Code Section 30.01	5.7.24	6.4.24
O-8-24	An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2024	5.21.24	5.21.24
O-9-24	An ordinance allocating adult use cannabis marijuana excise tax revenue	6.18.24	7.30.24
O-10-24	An ordinance to make appropriations for the City of Piqua, Ohio, for the Year 2024	6.18.24	6.25.24
O-11-24	An ordinance permitting the Commission to remove appointed representatives from Boards created by the Commission	6.18.24	7.30.24
O-12-24	An ordinance to repeal Piqua Code 30.15 in its entirety and to adopt new rules for commission	7.16.24	8.14.24
O-13-24	An ordinance to make appropriations for the City of Piqua, Ohio for the year 2024	7.16.24	8.14.24

O-14-24	An ordinance to amend Title XV: Land Usage, Piqua Development Code	8.14.24	8.20.24
O-15-24	An ordinance to make appropriations for the City of Piqua, Ohio, for the year 2024	9.3.24	9.17.24
O-16-24	An ordinance authorizing the issuance of not to exceed five million eight hundred thousand dollars ($5,800,000) of notes in anticipation of the issuance of bonds for the purpose of paying the costs of co	9.3.24	9.17.24
O-17-24	An ordinance approving and authorizing the execution of a First Amendment to the Development Agreement between the City and Basis Piqua, LLC	10.21.24	10.23.24
O-18-24	An ordinance authorizing the City Manager and Finance Director to enter into a loan agreement on behalf of the City with the Dayton-Montgomery County Port Authority and deliver a related Special Ob	10.21.24	10.23.24
O-19-24	An emergency ordinance to amend procedural Rules of Conduct for City Commission	10.29.24	10.29.24
O-20-24	An ordinance authorizing the establishment of the Fire Department Ladder Truck Capital Projects Fund	11.12.24	12.3.24
O-21-24	An ordinance to approve the issuance of bonds for an Energy Improvement Project at the Fort Piqua Plaza and the Piqua Municipal Government Complex	11.19.24	12.10.24
O-22-24	An ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	11.19.24	12.10.24
O-23-24	An ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees	11.19.24	12.10.24
O-24-24	An ordinance authorizing the redemption of a portion of the City's $2,365,000 special obligation non-tax revenue bonds, series 2023 (federally taxable) and authorizing related notices and all document	11.19.24	12.10.24
O-25-24	An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2024	11.19.24	12.10.24
O-26-24	An ordinance to make appropriations for the City of Piqua, Ohio, for the year 2025	11.19.24	12.10.24
End of YR			
O-1-25	An ordinance to amend Chapter 50 of the Piqua Code to update Sanitation Fees	2.4.25	REMOVED
O-2-25	An ordinance to amend Chapter 50 of the Piqua Code	2.18.25	3.18.25
O-3-25	An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens	2.18.25	3.18.25
O-4-25	An ordiance authorizing the establishment of the law enforcement custodial fund	3.4.25	4.01.25
O-5-25	An Ordinance authorizing the establishment of the Federal Law Enforcement Special Revenue Fund	3.4.25	4.01.25
O-6-25	An ordinance to amend Title XV: Land Usage, Piqua Development Code	3.18.25	4.15.25
O-7-25	An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2025	3.18.25	4.15.25
O-8-25	An ordinance authorizing the establishment of a Bond Retirement Debt Service Fund	3.18.25	4.15.25
O-9-25	An Emergency ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua	6.17.25	Tabled
O-10-25	An ordinance to amend Title XV: Land Usage, Piqua Development Code	6.17.25	

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Ordinance No. O-11-25 (Second Reading)** An ordinance to amend Chapter 32: Boards and Commissions	
SUBMITTED BY	Amy Welker, Asst. City Manager City Manager	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	This ordinance modifies Chapter 32: Boards and Commissions. For clarity, all boards and commissions established in the chapter will follow the same organizational structure, including similar language for establishment, membership, procedures, organization, and duties. Outdated language is eliminated, including the section establishing the Health Board which is no longer needed. The update will combine the Energy Board and the Utility Board into one board for all utilities to allow for more streamlined recommendations to the city commission. In addition, the Diversity Committee will no longer be a committee of the Piqua City Commission, but rather a citywide established committee to allow more participation and preserve federal funding to the city.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	No financial impact.
ATTACHMENTS	1. Exhibit A	

Ordinance No. O-11-25 (Second Reading)
An ordinance to amend Chapter 32: Boards and Commissions

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

WHEREAS, the language of Chapter 32 is being modified to create consistency among boards and commissions; and,

WHEREAS, Chapter 32 contains outdated information that needs updating.

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

SEC. 1: The Ordinance referencing Chapter 32: Boards and Commissions is hereby amended as described herein, and attached as exhibit A.

SEC. 2: Resolutions R-24-07 and R-28-08 are hereby repealed to allow for the preservation of federal funding.

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	_____

Exhibit A

CHAPTER 32: BOARDS AND COMMISSIONS

Section

Planning Commission

32.001 Establishment; membership

32.002 Procedures; Organization

32.003 Duties

Energy and Utility Board

32.015 Establishment; membership

32.016 Procedures; Organization

32.017 Duties

Records Commission

32.050 City Records Commission

32.051 Procedures; Organization

Public Park Board

32.060 Establishment; membership

32.061 Procedures; Organization

32.062 Duties

32.075 [Reserved]

32.076 [Reserved]

32.077 [Reserved]

Board of Zoning Appeals

32.095 Establishment; membership

32.096 Procedures; Organization

32.097 Jurisdiction

32.098 Powers

City Historic Review Commission

32.110 Establishment; membership

32.111 Procedures; Organization

32.112 Powers

PLANNING COMMISSION

§ 32.001 ESTABLISHMENT; MEMBERSHIP.

(A) There is established a City Planning Commission.

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

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

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

('97 Code, § 33.01)

('97 Code, § 33.02)

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

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

§ 32.002 PROCEDURES: ORGANIZATION

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

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

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

(D) A majority of the voting members appointed to the Planning Commission shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Planning Commission shall be necessary for official actions, including adopting any resolution. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.

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

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

§ 32.003 DUTIES

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

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

ENERGY and UTILITY BOARD

§ 32.015 ESTABLISHMENT; MEMBERSHIP.

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

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

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

members. Board Members shall serve for five years, except that two of the original appointments shall be for one year, one shall be for two years, two shall be for three years, one shall be for four years, and two shall be for five years respectively. The term of appointment for the two City Commission members shall be for two years, to terminate and begin when the City Commission reorganizes as specified by the Charter.

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

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

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

§ 32.016 PROCEDURES; ORGANIZATION

(A) (1) The Energy and Utility Board shall meet upon there being business to discuss, but no less than once a quarter.

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

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

(4) A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting

any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.

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

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

§ 32.017 DUTIES.

(A) The Board may make recommendations to the City Commission on the operation, management, and control of the municipal Utilities including Water, Wastewater, Underground Utilities, Stormwater, Refuse, and Electric Power. Recommendations made by the Board may relate to the following.

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

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

(3) Relevant bond ordinances.

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

(5) Utility rates and fees of the systems.

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

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

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

request, supply assistance and information and assist the Board in administrative, legal, and financial aspects of the Board's recommendations and areas of responsibility.

('97 Code, § 33.37) (Ord. 23-81, passed 3-16-81; Am. Ord. 19-23, passed 12-12-23)

RECORDS COMMISSION

§ 32.050 ESTABLISHMENT; MEMBERSHIP

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

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

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

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

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

§32.051 PROCEDURES; ORGANIZATION.

(A) (1) The Commission shall meet at least once every six months, and upon call of the Chairperson.

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

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

(4) A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.

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

§ 32.052 DUTIES.

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

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

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

PUBLIC PARK BOARD

§ 32.060 ESTABLISHMENT; MEMBERSHIP.

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

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

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

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

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

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

§ 32.061 PROCEDURES; ORGANIZATION

(A) (1) The Board shall meet upon there being business to discuss, but no less than once a quarter.

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

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

(4) A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.

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

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

§ 32.062 DUTIES.

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

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

('97 Code, § 33.27)

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

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

§ 32.075 [RESERVED]

§ 32.076 [RESERVED]

§ 32.077 [RESERVED]

BOARD OF ZONING APPEALS

§ 32.095 ESTABLISHMENT; MEMBERSHIP.

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

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

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

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

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

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

§ 32.096 DUTIES.

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

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

§ 32.097 PROCEDURES; ORGANIZATION.

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

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

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

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

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

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

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

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

§ 32.098 JURISDICTION.

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

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

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

§ 32.099 POWERS.

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

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

CITY HISTORIC REVIEW COMMISSION

§ 32.110 ESTABLISHMENT; MEMBERSHIP.

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

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

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

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

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

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

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

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

§ 32.111 PROCEDURES; ORGANIZATION.

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

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

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

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

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

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

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

§ 32.112 POWERS.

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

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025
REPORT TITLE	**Ordinance No. O-12-25 (Second Reading)** An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2025
SUBMITTED BY	Jerry O'Brien, Director Finance
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	The changes to the appropriations are due to changes in plans and unforeseen circumstances at the time the 2025 budget was completed. There are some changes from the first reading and these are marked as CHANGED FROM FIRST READING. SECTION 1: CHANGED FROM FIRST READING Capital budget is being moved from Planning and Zoning to City Building for improvements to the Commission Chamber and to operations and maintenance for a planning project for future improvements. CHANGED FROM FIRST READING The Commissioner's operating and maintenance account is being increased to pay for the attorney's fees for the Fire Committee. The increase in General Government operations and maintenance is to pay property taxes for Springcreek and Washington Townships according to the agreements with those entities. The increase in capital outlay is to fund the Piqua Battery property project and the property acquisition at 123 W. Water Street. The increase in transfers out from the General Fund is for debt service payments CHANGED FROM FIRST READING The transfer was changed to an advance. The debt service amount will be advanced to the Scott Drive Redevelopment Fund and then will be transferred from that fund to the debt service fund. The

	advance will be paid back to the General Fund when TIF funds become available in the Scott Drive Redevelopment Fund. Advances are not appropriated but must be approved by Commission. A separate resolution will be presented to Commission for that purpose. SECTION 2: In the Street Maintenance Fund (101), $95,000 is being reclassified from operations and maintenance to capital for message boards and a striping machine. There is an increase of $500,000 in operations and maintenance for additional street resurfacing. The $405,000 is the net of the increase for resurfacing and the decrease of the reclassification to capital. SECTION 3: The decrease in operations and maintenance is to move funds to capital outlay for the ADA ramp project. The remainder of the increase in capital outlay is a payment to ODOT to close out the GMR trail bridge project. SECTION 4: The increase in the Parks Fund is to fund the activity for the Loft rentals. SECTION 5: Appropriations in the Fire Department budget are being reduced to bring them into line with estimated revenues. Appropriations in the Police Department budget are being reduced to bring them into line with estimated revenues. There is an increase in the Police capital outlay due to the donation of a trailer. The donation was recorded as a memo entry with an equal increase to revenues and expenditures. SECTION 6: This reclassifies appropriations from capital to operations and maintenance to pay for legal fees related to economic development. SECTION 7: This increase is to pay debt service obligations. SECTION 8: The increase is to reissue the bond anticipation note in the Lock 9 Fund and pay down the principal as well as current year interest. SECTION 9:

	These funds are being transferred from the Scott Drive Redevelopment Fund to the Debt Service Fund to be used to pay debt service payments on the 2023 Nontax Revenues Bonds and Port Authority Loan. SECTION 10: The increase in the Power Fund is for a study for AMP. SECTION 11: The increase in the Water Fund is to fund our on-going effort to upgrade meters. CHANGED FROM FIRST READ – Staff determined the need for more meters sooner than expected. The appropriations request was increased from $120,000 to $170,000. SECTION 12: The increase in the Wastewater Fund is to fund our on-going effort to upgrade meters. CHANGED FROM FIRST READ – Staff determined the need for more meters sooner than expected. The appropriations request was increased from $120,000 to $170,000. SECTION 13: The increase in the Golf Fund is for the door system upgrade. SECTION 14: The increase in the Stormwater Fund is for equipment repair and replacement and project design work. The total appropriations requested decreased by $9,563 from the first reading.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$3,993,790 net increase in appropriations
	Expenditure $:	
	Source of Funds:	various funds
	Narrative:	
ATTACHMENTS	1. Reappropriation - Aug 19 2025 - Sept 2 meeting	

Ordinance No. O-12-25 (Second Reading)

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

WHEREAS, enter text here; and

WHEREAS, enter text here.

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:

_____

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	_____

ORDINANCE NO. O-12-25

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)

ACCOUNT	2025 BUDGET	INCREASE (DECREASE)	2025 REVISED BUDGET
City Building			
Operation and Maintenance	$421,676		$421,676
Capital Outlay (including labor)	$120,000	$9,500	$129,500
Allocated Expenses	($18,758)	$4,900	($13,858)
TOTAL	$522,918	$14,400	$537,318
City Commission			
Personal Services/Administrative Support	$59,126		$59,126
Operation and Maintenance	$44,538	$3,000	$47,538
TOTAL	$103,664	$3,000	$106,664
Planning & Zoning			
Personal Services/Administrative Support	$610,340		$610,340
Operation and Maintenance	$89,336		$89,336
Capital Outlay (including labor)	$50,000	($14,400)	$35,600
TOTAL	$749,676	($14,400)	$735,276
General Government			
Operation and Maintenance	$1,081,930	$120,843	$1,202,773
Capital Outlay (including labor)	$0	$485,000	$485,000
TOTAL	$1,081,930	$605,843	$1,687,773

SEC. 2: That there be appropriated from the STREET DEPARTMENT FUND (101)

Personal Services/Administrative Support	$1,889,748		$1,889,748
Operation and Maintenance	$2,606,267	$405,000	$3,011,267
Capital Outlay (including labor)	$1,267,500	$95,000	$1,362,500
TOTAL	$5,763,515	$500,000	$6,263,515

SEC. 3: That there be appropriated from the STREET INCOME TAX FUND (103)

Operation and Maintenance	$1,477,541	($250,000)	$1,227,541
Capital Outlay (including labor)	$3,005,000	$1,395,124	$4,400,124
TOTAL	$4,482,541	$1,145,124	$5,627,665

SEC. 4: That there be appropriated from the PARK AND RECREATION FUND (105)

Personal Services/Administrative Support	$840,284		$840,284
Operation and Maintenance	$995,344	$30,000	$1,025,344
Capital Outlay (including labor)	$650,000		$650,000
TOTAL	$2,485,628	$30,000	$2,515,628

SEC. 5: That there be appropriated from the PUBLIC SAFETY FUND (106)

009 Fire Department			
Personal Services/Administrative Support	$4,834,881	($15,300)	$4,819,581
Operation and Maintenance	$1,140,580		$1,140,580
Capital Outlay (including labor)	$579,901	($12,000)	$567,901
Transfer to Fire Department Ladder Truck 344	$300,000		$300,000
TOTAL	$6,855,362	($27,300)	$6,828,062
014 Police Department			
Personal Services/Administrative Support	$5,690,126	($15,300)	$5,674,826
Operation and Maintenance	$963,287		$963,287
Capital Outlay (including labor)	$223,049	$6,525	$229,574
TOTAL	$6,876,462	($8,775)	$6,867,687

SEC. 6: That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)

Personal Services/Administrative Support	$344,331		$344,331
Operation and Maintenance	$277,665	$150,000	$427,665
Capital Outlay (including labor)	$925,000	($150,000)	$775,000
Allocated Expenses	($1,546,996)		($1,546,996)
TOTAL	$0	$0	$0

SEC. 7: That there be appropriated from the NONTAX REVENUE BONDS '23 DEBT SERVICE FUND (263)

Non Government/Transfers/Refunds	$166,157	$112,563	$278,720
TOTAL	$166,157	$112,563	$278,720

SEC. 8: That there be appropriated from the LOCK 9 PARK IMPROVEMENTS FUND (342)

Operation and Maintenance	$20,000	$5,000	$25,000
Capital Outlay (including labor)	$0		$0
Non Government/Transfers/Refunds	$132,631	$970,000	$1,102,631
TOTAL	$152,631	$975,000	$1,127,631

SEC. 9: That there be appropriated from the SCOTT DR REDEVELOPMENT FUND (343)

Non Government/Transfers/Refunds	$20,000	$127,335	$147,335
TOTAL	$20,000	$127,335	$147,335

SEC.10: That there be appropriated from the POWER SYSTEM FUND (401)

Personal Services/Administrative Support	$2,812,170		$2,812,170
Operation and Maintenance	$37,279,301	$10,000	$37,289,301
Capital Outlay (including labor)	$1,989,825		$1,989,825
Overhead Transfers	($175,000)		($175,000)
TOTAL	$41,906,296	$10,000	$41,916,296

SEC. 11: That there be appropriated from the WATER SYSTEM FUND (403)

Personal Services/Administrative Support	$1,821,858		$1,821,858
Operation and Maintenance	$4,255,463	$170,000	$4,425,463
Capital Outlay (including labor)	$2,488,358		$2,488,358
Non Government/Transfers/Refunds	$2,665,135		$2,665,135
TOTAL	$11,230,814	$170,000	$11,400,814

SEC. 12: That there be appropriated from the WASTEWATER SYSTEM FUND (404)

Personal Services/Administrative Support	$1,689,876		$1,689,876
Operation and Maintenance	$2,846,209	$170,000	$3,016,209
Capital Outlay (including labor)	$2,420,358		$2,420,358
Non Government/Transfers/Refunds	$2,563,418		$2,563,418
TOTAL	$9,519,861	$170,000	$9,689,861

SEC. 13: That there be appropriated from the GOLF COURSE FUND (409)

Operation and Maintenance	$930,364		$930,364
Capital Outlay (including labor)	$170,064	$31,000	$201,064
TOTAL	$1,100,428	$31,000	$1,131,428

SEC. 14: That there be appropriated from the STORMWATER UTILITY FUND (411)

Personal Services/Administrative Support	$286,062		$286,062
Operation and Maintenance	$643,335		$643,335
Capital Outlay (including labor)	$270,608	$150,000	$420,608
Non Government/Transfers/Refunds	$80,295		$80,295
TOTAL	$1,280,300	$150,000	$1,430,300

SEC. 15: 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. 16: 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. 17: 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 2025 when passed and legally contracted for in conformity by law.

SEC. 18: 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. 19: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

_____
KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by _____

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

Mayor Kris Lee _____

Commissioner Thomas Hohman _____

Commissioner James Vetter _____

Commissioner Paul Simmons _____

Commissioner Frank DeBrosse _____

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025
REPORT TITLE	**Ordinance No. O-13-25 (Second Reading)** An ordinance authorizing the issuance of not to exceed two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of bonds for the purpose of paying the costs of construction, acquisition and equipping of, park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof, and declaring an emergency.
SUBMITTED BY	Jerry O'Brien, Director Finance
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	Ordinance O-9-23 passed by Commission September 5, 2023, authorized the issuance of a note in anticipation of the issuance of bonds for the purpose of financing the construction of park improvements in Lock 9 Park. This note was an internal borrowing of funds in which the Lock 9 Capital Improvement Fund borrowed $5.8 million from the Wastewater Fund. The note was a one year note and matured on September 26, 2024. The note was refunded as a new note in the amount of $3,800,000 with a principal payment of $2,000,000 and an interest payment of $226,738.44 to the Wastewater Fund. The note will mature on September 25, 2025, and will be refunded as a new note with an outstanding principal balance of $2,830,000. We will pay $970,000 principal and $132,630.56 interest to the Wastewater Fund. The funds used to pay the principal and interest are funds remaining after completing the Lock 9 Park project.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: $1,102,630.56 Expenditure $: Source of Funds:

	Narrative:
ATTACHMENTS	1. City of Piqua - 2025 Park Impr Internal Ref BANS - Renewal Ordinance

Ordinance No. O-13-25 (Second Reading)

An ordinance authorizing the issuance of not to exceed two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of bonds for the purpose of paying the costs of construction, acquisition and equipping of, park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof, and declaring an emergency.

WHEREAS, enter text here; and

WHEREAS, enter text here.

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:

_____

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 _____

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The Commission of the
City of Piqua, Ohio

The undersigned Finance Director of the City of Piqua, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life or period of usefulness of the permanent improvements described as follows (the "Improvements") exceeds five (5) years:

> Financing the construction, acquisition and equipping of park improvements, facilities and appurtenances related thereto; and refunding outstanding notes previously issued for such purposes

The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Ohio Revised Code Section 133.20 is twenty-seven (27) years; provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes being eighteen (18) years.

Dated: September 16, 2025

_____
Finance Director
City of Piqua, Ohio

ORDINANCE NO. O-13-25

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THE SUM OF TWO MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($2,830,000) OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION, ACQUISITION, AND EQUIPPING OF PARK IMPROVEMENTS, FACILITIES AND ALL APPURTENANCES RELATING THERETO, REFUNDING OUTSTANDING NOTES PREVIOUSLY ISSUED IN ANTICIPATION OF SUCH BONDS AND PAYING THE RELATED COSTS OF ISSUANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the City Commission (the "Commission") of the City of Piqua, Ohio (the “City”) issued its “Park Improvement Notes, Series 2023” dated September 27, 2023 in the amount of $5,800,000 (the "2023 Outstanding Notes") in anticipation of the issuance of the Bonds described and defined herein, which 2023 Outstanding Notes matured on September 26, 2024; and

WHEREAS, the Commission of the City issued its “Park Improvement Refunding Notes, Series 2024” dated September 26, 2024 in the amount of $3,800,000 (the "Outstanding Notes") in anticipation of the issuance of the Bonds described and defined herein, which Outstanding Notes refunded the 2023 Outstanding Notes and will mature on September 25, 2025; and

WHEREAS, the City anticipates that it will pay down principal of the Outstanding Notes in the amount of $970,000 and interest in the amount of $132,630.56 on the Outstanding Notes; and.

WHEREAS, it is advisable in lieu of issuing the Bonds at this time to issue new notes in anticipation of the issuance of said Bonds and to retire the Outstanding Notes; and

WHEREAS, the Finance Director of the City of Piqua, Ohio (the “City”) has certified to this Commission that the estimated life of the improvements stated in the title of this Ordinance that are to be financed with the proceeds of bonds and notes hereinafter referred to exceeds 5 years, the maximum maturity of bonds being twenty (27) years and notes being eighteen (18) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF PIQUA, STATE OF OHIO, THAT:

SEC. 1**:** It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the amount of not to exceed the sum of $2,830,000, for the purpose described in the title of this Ordinance.

SEC. 2: The Bonds shall be dated prior to the maturity date of the Notes (as defined in Section 3 hereof), shall bear interest at the maximum average annual interest rate presently estimated to be five per centum (5.00%) per annum, payable semiannually until the principal sum is paid or provision for payment has been duly made therefor. The Bonds shall mature in twenty-seven (27) annual installments. Debt service payments on the Bonds in years in which principal of the Bonds is payable shall be substantially equal.

SEC. 3**:** It is necessary to issue and this Commission hereby determines that notes (the "Notes") in the principal amount of not to exceed the sum of $2,830,000 shall be issued in anticipation of such Bonds. Such anticipatory note shall bear interest at a rate not to exceed four percent, 4.0%, per annum, payable annually. Such Note shall be dated September 24, 2025 or such other date as determined by the Finance Director, and shall mature September 23, 2026, or such date as determined by the Finance Director. The Notes shall be designated as "Park Improvement Refunding Notes, Series 2025" or as otherwise determined by the Finance Director, along with other terms that are not inconsistent with this Ordinance, that may be provided in a Certificate of Fiscal Officer Relating to Terms of Notes ("Certificate of Fiscal Officer") executed by the Finance Director.

SEC. 4: The Finance Director is hereby authorized and directed to execute the Certificate of Fiscal Officer setting forth and determining such final terms and other matters pertaining to the Notes, including, but not limited to, the principal amount of the Notes, as required by, and is consistent with, the terms of this Ordinance.

SEC. 5: Such Note shall be executed by the City Manager and Finance Director and shall bear the seal of the City, if any. It shall be payable at Piqua, Ohio and shall express upon its face the purpose for which it is issued and that it is issued pursuant to this Ordinance.

SEC. 6: Said Note shall be offered to the officer in charge of the Bond Retirement Fund for investment in such fund and if not taken by said fund shall be offered to the officers in charge of the treasury investment account for purchase, and if said Note is not so taken, it shall be sold by the treasurer at private sale for not less than par and accrued interest and at the interest rate specified in the offer of the purchaser which shall not exceed the rate mentioned in section three hereof. Proceeds of said sale shall be paid into the Park Improvements Project Fund.

SEC. 7: The City of Piqua hereby covenants that it will restrict the use of the proceeds of the Note in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under section 103(c) of the Internal Revenue Code and the regulations prescribed under that section. The fiscal officer or any other officer including the Clerk of Commission having responsibility with respect to the issuance of these Notes is authorized and directed to give an appropriate certificate on behalf of the City of Piqua, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said section 103(c) and regulations thereunder.

SEC. 8: Said Note shall be the full general obligation of the City and the full faith, credit and revenue of said City are hereby pledged for the prompt payment of same. The par value to be received from the sale of the bonds anticipated by said Note and any excess funds resulting from the issuance of said Note shall to the extent necessary be used only for the retirement of said Note at maturity, together with interest thereon and is hereby pledged for such purpose.

SEC. 9: During the year or years while such Note runs there shall be levied on all taxable property in said City in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued therefore without the prior issue of said Note. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be place before and in preference to all other items and shall be for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct

fund, which, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of said Notes or Bonds in anticipation of which they are issued when and as the same falls due.

SEC. 10: It is hereby determined and recited that all acts, conditions and things necessary to be done, precedent to and in the issuing of said Note in order to make it legal, valid and binding obligation of the City of Piqua have happened, been done and performed in regular and due form and as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

SEC. 11: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Commission and that all deliberation of this Commission and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Revised Code Section 121.22

SEC. 12: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

_____
Mayor

PASSED:_____

ATTEST:_____
CLERK OF THE COMMISSION

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

Mayor Kris Lee _____
Commissioner Frank DeBrose _____
Commissioner Thomas Homan _____
Commissioner Paul Simmons _____
Commissioner James Vetter _____

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Ordinance No. O-14-25 (Second Reading)** An ordinance authorizing the establishment of the 2025 Bonds Capital Projects Fund.	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	The City wishes to proceed with several capital projects in 2025 and 2026. Staff will be bringing legislation to Commission for their consideration to issue bonds to fund the projects. This ordinance establishes the bond capital projects fund so that it will be in place when the bonds are issued.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$0
	Expenditure $:	
	Source of Funds:	bond proceeds
	Narrative:	
ATTACHMENTS	1. Ordinance Establishing the 2025 Capital Projects Fund	

ORDINANCE NO. O-14-25

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF THE 2025 BONDS CAPITAL PROJECTS FUND

WHEREAS, Ohio Revised Code Section 5705.09(E) authorizes the City to establish a capital projects fund for the purpose of receiving the proceeds of a bond issue, and

WHEREAS, The City of Piqua intends to issue bonds in 2025 to fund various capital improvement projects, and

WHEREAS, The City Commission wishes to create a capital projects fund to account for the proceeds of the bond issuance according to the requirements in the debt covenant.

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 City Commission authorizes the creation of the 2025 Bonds Capital Projects Fund.

SEC. 2: The Fund shall be used to account for the 2025 Capital Improvement Bonds issuance. Expenditures of the bond proceeds shall be restricted to the allowable expenditures described in the bond issuance documents. Any proceeds remaining after the completion of all projects shall be transferred out of the fund according to the Ohio Revised Code and bond covenant requirements.

SEC. 4: 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_____,

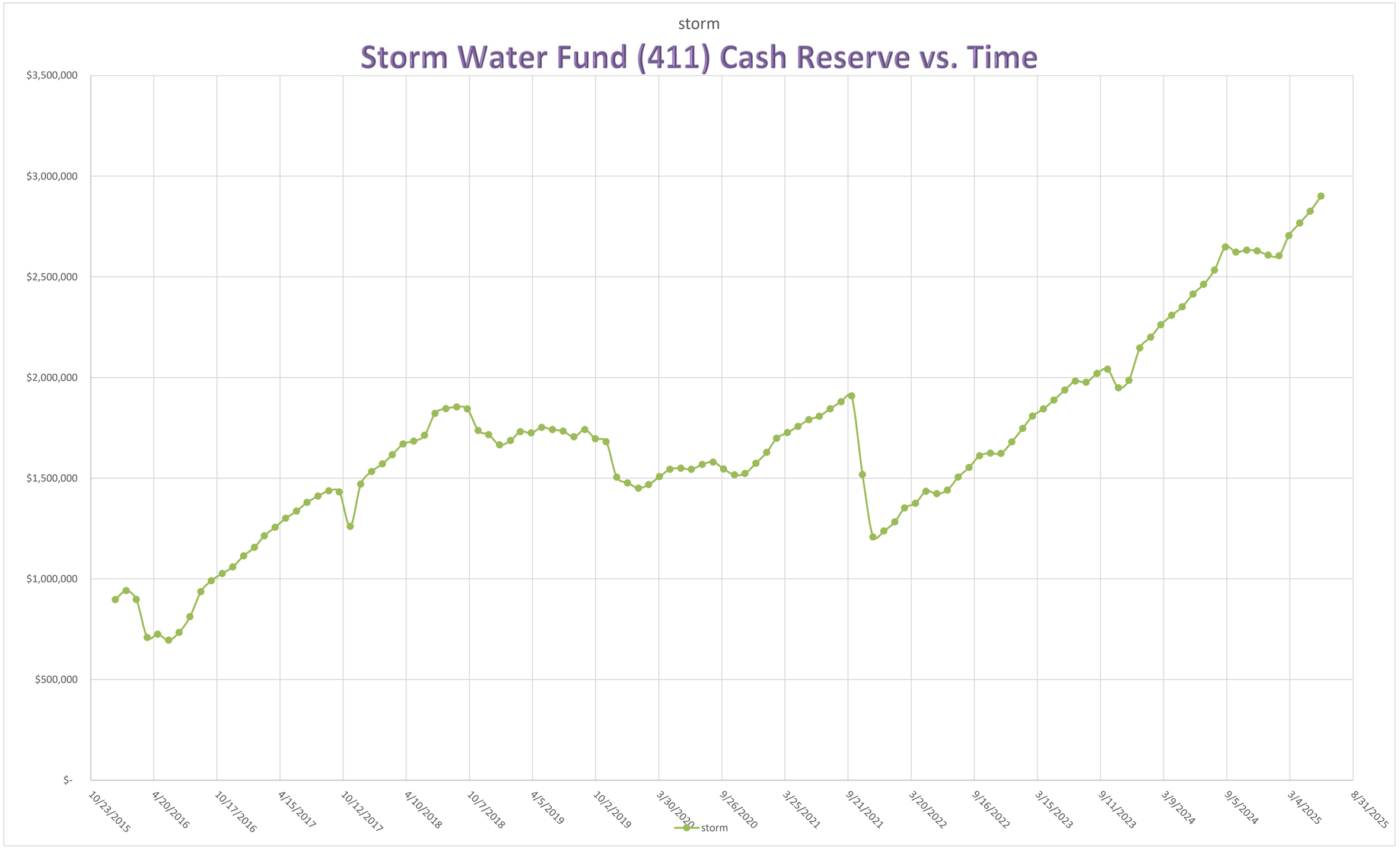
seconded by_____, and on roll call the following vote ensued:

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Ordinance No. O-15-25 (First Reading)** An ordinance to amend Chapter 56: Stormwater Management	
SUBMITTED BY	Kevin Krejny, Director Water	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	Three-year review of Chapter 56: Stormwater Management Ordinance. A few minor changes and clarifications were made. SW ERU fees are set for 2026, 2027, and 2028. The current 2025 rate is $7.43 per ERU, 2026 will be $7.40 per ERU, 2027 will be $7.35 per ERU, and 2028 will be $7.30 per ERU. Proposed amended document attached.Also attached 10 year projection of 411 Fund.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	NA
	Expenditure $:	NA
	Source of Funds:	411
	Narrative:	Three-year review of Stormwater Management Ordinance and fee setting for 2026-2028.
ATTACHMENTS	1. 411 cash reserve 2. Screenshot 2025-08-18 121131 3. Ch 56 Storm (2)	


storm
Storm Water Fund (411) Cash Reserve vs. Time
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
10/23/2015
4/20/2016
10/17/2016
4/15/2017
10/12/2017
4/10/2018
10/7/2018
4/5/2019
10/2/2019
3/30/2020
9/26/2020
3/25/2021
9/21/2021
3/20/2022
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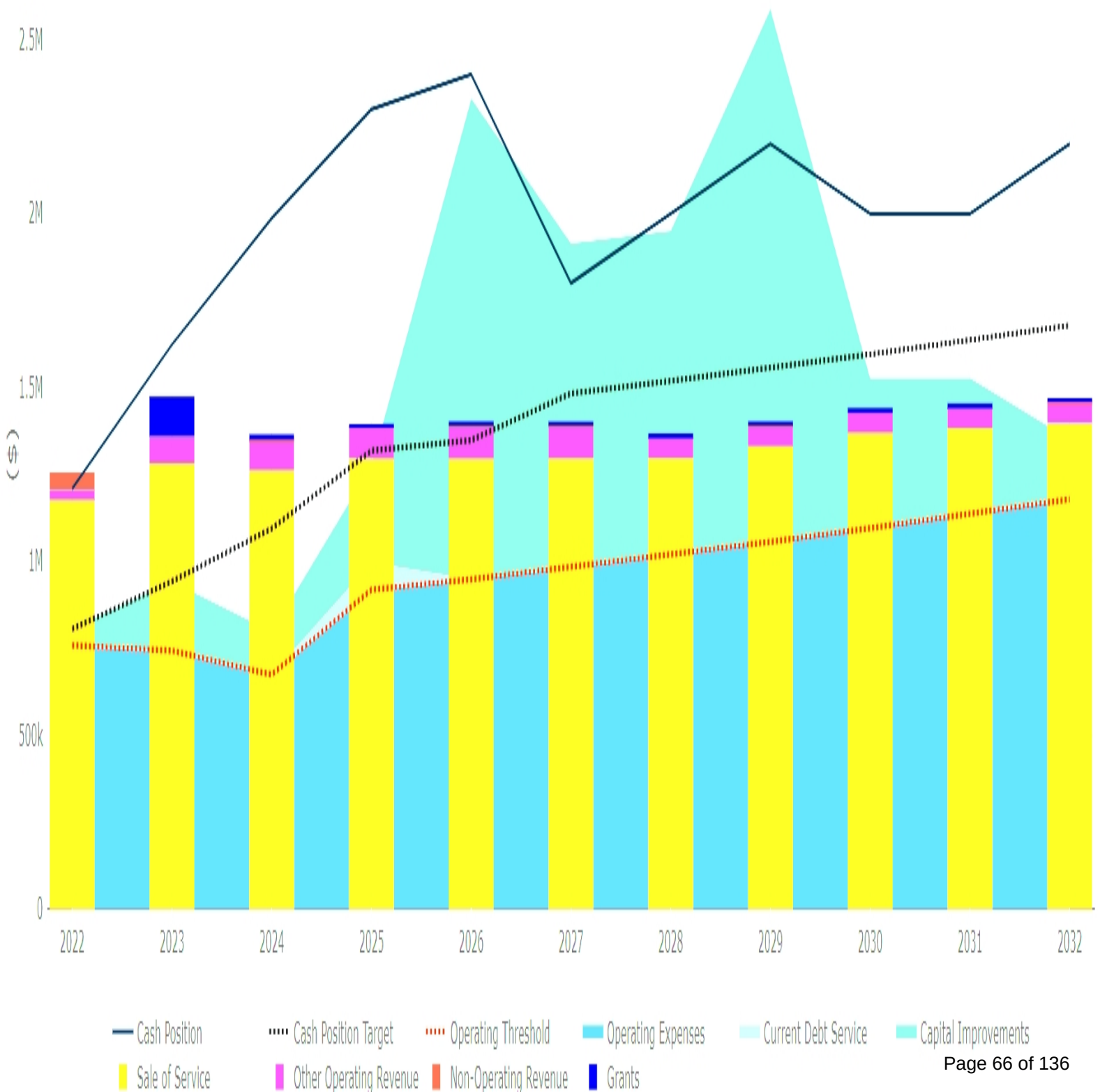
3/4/2025
8/31/2025
storm


2.5M
2M
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($)
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
Cash Position
Cash Position Target
Operating Threshold
Operating Expenses
Current Debt Service
Capital Improvements
Sale of Service
Other Operating Revenue
Non-Operating Revenue
Grants

CHAPTER 56: STORMWATER MANAGEMENT

Section

General Provisions

56.01 Purpose

56.02 Definitions

56.03 Powers of the Director

Organization, Facilities and Maintenance

56.05 Organization of the utility

56.06 Stormwater facilities

56.07 Erosion, siltation and sedimentation

56.08 Illicit discharge prohibited

56.09 Construction projects

56.10 Routine and remedial maintenance and right of entry

56.11 Property affected

Fees

56.30 Stormwater charges

56.31 Fees established

56.32 Collection

56.33 Enterprise fund requirements

Enforcement; Appeals; Nonliability

56.50 Enforcement

56.51 Appeals

56.52 No liability

56.99 Penalty

Appendix: Rates and Fees

GENERAL PROVISIONS

§ 56.01 PURPOSE.

This chapter establishes a stormwater management user fee to fund and support the city's efforts to address the issues presented in the recital provisions of the National Pollutant Discharge Elimination System (NPDES) Phase II stormwater permit and required operation, maintenance and replacement costs. Ohio Environmental Protection Agency (OEPA) NPDES Permit No.; OHQ000004, issued on April 1, 2021 and expiring on March 31, 2026, or the most current version of Ohio EPA Stormwater permit, offers the baseload of requirement for the City's Stormwater requirements. ~~S~~ The user fees include general public (institutional, agency, federal, state and local government and the like) and/or property owner user fees. The purpose of the Stormwater Code contained in this chapter is to provide for effective management and financing of a stormwater system utility within the city. To effectively accomplish the management of a stormwater utility, this code shall:

(A) Provide for administration, operation, maintenance and inspection of existing and future stormwater management facilities;

(B) Protect the public health, safety and welfare by providing a mechanism for mitigating the damaging effects of uncontrolled and unplanned stormwater runoff.

(C) Establish and maintain fair and reasonable stormwater management service charges for each lot or parcel in the city which bear a substantial relationship to the cost of providing stormwater management services and facilities.

(D) Ensure that similar properties pay similar stormwater management service charges which reflect each property's quantity of impervious area, because this factor bears directly on the quantity and quality of stormwater runoff generated from developed areas. Charges for single-family detached dwelling units, two-family dwelling units and each housekeeping unit within a multi-family dwelling unit shall reflect the relatively uniform effect that such development has on runoff. Charges for all other properties shall be calculated based on their equivalency of impervious surface compared to single-family detached dwelling units, two-family dwelling units and each housekeeping unit within a multi-family dwelling unit.

(E) Provide a mechanism for consideration of specific or unusual service requirements of some non-residential properties accruing to or from properties as a result of providing their own stormwater management facilities.

(F) Provide to non-residential property owners a service charge adjustment process to review stormwater charges when unusual circumstances exist which alter runoff characteristics, when service varies from a normal condition or is of greater significance than contribution to runoff.

(G) Utilize stormwater management funds for the construction, operation, and maintenance of city stormwater facilities, except where activities or facilities are clearly unusual and in excess of normal level of service city-wide, and that developers are responsible for providing any stormwater facilities required for their project.

(H) In order to maintain the effectiveness of the stormwater code, this code shall:

(1) Establish a mechanism for appeals and amendments to its provisions.

(2) Provide for a procedure for abatement of conditions or activities that are not in the interest of public health, safety or welfare.

(3) Provide for its continuous validity through severability of its various provisions.

(4) Provide for penalties for violations of its provisions.

(I) The Stormwater Utility Department (STWUD) shall establish rules and regulations consistent with this chapter to ensure the effective enforcement and maintenance of the stormwater utility.

(J) The STWUD shall have enforcement authority for violations of this chapter and the rules and regulations.

(K) Determine if historical, current or future stormwater infrastructure is part of the City of Piqua public infrastructure or private stormwater infrastructure. When applicable and needed obtain easements (temporary, construction or permanent) to facilitate future operations or maintenance, associated with said public stormwater infrastructure.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.02 DEFINITIONS.

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

BEST MANAGEMENT PRACTICE (BMP). The schedule of activities, prohibitions or practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters. BMPS also include treatment requirements, operating procedures, and practices to control facility site runoff, spillage and leaks, sludge and waste disposal or drainage from raw materials storage.

BUFFER. A designated transition area around water resources or wetlands that is left in a natural, usually vegetated, state so as to protect the water resources or wetlands from runoff pollution.

DIRECTOR. The Utilities Director of the City of Piqua or designee.

DISCHARGE. Any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the MS4 or into water of the United States.

DESIGN SPECIFICATIONS. Design Specifications are issued by the City Engineer and govern all construction projects. Design Specifications are kept on file in the City Engineer's Office.

EARTH-DISTURBING ACTIVITY. Any demolition, grading, excavating, filling, grubbing, or other alteration of the earth's surface or surface vegetation where natural or man-made cover is destroyed and that may result in or contribute to erosion, flooding and sediment pollution, except that such term does not apply to agricultural activities.

ENFORCEMENT OFFICER. The enforcement officer shall be the City Manager, the City Engineer or the employee responsible for stormwater management.

ERU (EQUIVALENT RESIDENTIAL UNIT). An ERU shall be equivalent to 5,400 square feet of impervious area. The~~s~~ square feet of this unit may periodically be adjusted based on changing conditions in the city.

ILLICIT DISCHARGE. Any discharge to an MS4 that is not composed entirely of stormwater except those authorized by a state or federal NPDES permit.

IMPERVIOUS AREA. Surface areas of residential and non-residential properties which water will not penetrate and from which stormwater runoff will be produced. This includes, but is not limited to, rooftops, sidewalks, parking lots, pavements, concrete, asphalt and compacted gravel.

INDUSTRIAL WASTES. Any liquids, gaseous or solid substances, or wastewaters (including, but not limited to those from commercial carpet cleaning, exterior building cleaning, paint related activities, floor washing, and commercial washing of vehicles) resulting from any process of industry, manufacture, trade or business; or from the development, processing, or recovery of any natural resource.

LATERAL. Pipe that connects private storm drainage to the municipal MS4.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). All conveyances and control structures including, but not limited to, municipal street, catch basins, curbs, gutters, ditches, man-made channels, dry-wells, infiltration devices, or storm drains owned and operated by the city that are designed or used or collecting, controlling or conveying stormwater.

NON-RESIDENTIAL DEVELOPED PROPERTY. All tracts of real property either zoned or developed for (i) residential use intended for occupancy by more than three families per residential structure (e.g., apartment houses with four or more units under a single roof), (ii) commercial uses, (iii) non-profit non-residential uses (e.g., governmental organizations, churches, and fraternal organizations), and (iv) industrial uses.

NPDES. National Pollutant Discharge Elimination System.

ODNR. Ohio Department of Natural Resources.

OWNER. The person or persons who legally own private property, or the designated party operating on behalf of the owner, with facilities that discharge to the MS4.

RESIDENTIALLY DEVELOPED PROPERTY. All tracts of real property either zoned or developed for residential use in structures designed and permitted for habitation by one or

two families (i.e., single-family homes, two-family homes (duplex units) or three-family homes (triplex units)).

SFR (SINGLE-FAMILY RESIDENTIAL). All tracts of real property with improvements intended for occupancy by one, two, or three families for residential purposes (i.e., single-family homes or duplex units), regardless of the number of sewer taps and fees it incurs.

STWUD. The Stormwater Utility Department of the city, or any duly authorized officials acting in its behalf.

STORMWATER SYSTEM. A system of constructed and naturally occurring above ground and below ground facilities or infrastructure intended to collect, treat, convey, and otherwise manage runoff from rain, snow, and other precipitation including, but not limited to, drains, inlets, conduits, culverts, storm sewers, manholes, pump stations, channels, ditches, swales, drainage easements, retention and detention basins, infiltration facilities, constructed best management practices (BMP's), lakes, ponds, streams, creeks, rivers and other related components.

SWALE. A long, narrow, usually shallow, trough that carries water mainly during precipitation events.

VACANT/UNIMPROVED PROPERTY. All tracts of real property that are wholly vacant and unimproved (no impervious area), regardless of the zoning classification assigned to the property or the uses permitted thereon by applicable law, rules, and regulations.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.03 POWERS OF THE DIRECTOR.

The Director of Utilities, on behalf of the City Manager, shall administer, implement, and enforce the provisions found in Chapter 56 of this Code. The Director of Utilities shall have the power to propose and make rules for the management and protection of the MS4 and to prevent pollution thereof. The Director shall propose rates and fees, to the City Commission, for adoption that will allow the municipality through the Stormwater Fund to comply with the current and future provisions of the MS4 permit, along with any needed capital expenses related to the Stormwater Utility Department (STWUD).

(Ord. 12-22, passed 11-1-22)

ORGANIZATION, FACILITIES AND MAINTENANCE

§ 56.05 ORGANIZATION OF THE UTILITY.

(A) The Utility shall be administered and managed by the City Manager or his or her designee(s) who shall have the responsibility for planning, developing, and implementing stormwater management and sediment control plans; financing, constructing, maintaining, rehabilitating, inspecting, and managing stormwater facilities; collecting fees and charges for the Utility; implementing and enforcing the provisions of this code; promoting public awareness of the progress and activities of the utility; making recommendations regarding proposals for amendments to this chapter, including, but not limited to, service charges, rules, and regulations; and other related duties.

(B) For the protection of the public health, safety, welfare, and economic equality of the city and its inhabitants a Sstormwater Utility manages, maintains, operates, repairs, constructs, reconstructs and enlarges the city's MS4. The Sstormwater Utility is administered by the Utilities Director. The City of Piqua Utility and Energy Board also will be made aware and comment on stormwater related issues, as needed, and on long term planning and financial topics.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18-; Am. Ord. 12-22, passed 11-1-22)

§ 56.06 STORMWATER FACILITIES.

(A) The Utility shall monitor the design, operation, maintenance, inspection, construction and use of all storm sewers, storm drains, and stormwater facilities in the city. The utility shall be responsible for the design and construction of public stormwater facilities in the city and shall inspect, operate, and maintain them as prescribed in the stormwater rules and regulations.

(B) The Utility shall provide oversight and approval to private development stormwater infrastructure on lands, with the corporation limit of Piqua, and greater than one acre in size, and on properties that may encounter potential stormwater related issues, as set forth in MS4 permit, in their development and construction. Size of less than one acre in size, can be reviewed, if an above average chance of erosion and sedimentation are probable.

(C) The Utility may accept overriding responsibility for permanent maintenance of stormwater facilities designed to control erosion when the benefitting area involves two or more property owners. The Utility may require facilities to be designed to reduce maintenance cost and will require adequate easements.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.07 EROSION, SILTATION AND SEDIMENTATION.

The Utility shall be responsible for controlling erosion, siltation and sedimentation that will adversely affect storm sewers, drainage ditches, watercourses and other drainage facilities. The Utility will also be able to have an enforceable option, for private

development and construction practices that do not follow MS4 guidelines and present the potential for sediment runoff to occur. These measures should be enacted to promote the use of Best Management Practices on all earth-disturbing activities.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.08 ILLICIT DISCHARGE PROHIBITED.

(A) There shall be no illicit discharge permitted as defined in § 56.02 from any property.

(B) Illegal dumping is prohibited. A minimum fine of $250 and up to $1000 depending on severity of dumping, may be assessed to the property owner or person(s) performing the illegal dumping.

(C) Upon discovery of illicit discharge or illegal dumping, the enforcement officer shall notify the property builder/owner of the violation and issue a cease-and-desist order. The enforcement officer shall develop a plan and timeline with the property owner to eliminate the violation. Should the illicit discharge and/or illegal dumping not be eliminated within the timeline issued, the property builder/owner~~homeowner~~ shall be fined $250 for the violation.

(1) Should the property builder/owner not correct the violation after the fine is issued, the city shall remedy the issue and assess the costs to the property owner.

(2) Should the same property have a subsequent violation, the property builder/owner on all subsequent violations shall be assessed a civil fine of up to $1,000 if not remedied within the issued timeline.

(3) Should the same builder have multiple violations for the same issue, or combination of issues, the builder may be barred from construction activities within the city for a period of time determined by the City Manager.

(Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.09 CONSTRUCTION PROJECTS.

(A) The City shall oversee construction, new or modified, that promotes good stormwater design and construction.

(1) All construction projects shall have an erosion control plan as governed by the Design Specifications issued by the City of Piqua Engineer and administered by Community Services staff. Stormwater specific plans will be uploaded into the electronic permit application, being used by the city at that time.

(2) Should the property owner fail to submit an erosion control plan, a cease-and-desist order from any further construction shall be issued until an erosion control plan is submitted. The specifics of the plan shall be governed by the Design Specifications issued by the City of Piqua Engineer.

(B) The rate of run-off leaving a completed construction site shall be controlled in accordance with the Design Specifications issued by the City of Piqua Engineer.

(1) Should the enforcement officer determine that the post construction run-off rate is in violation of the Design Specifications, a cease-and-desist order shall be issued. The property owner shall immediately notify the enforcement officer of the remedy.

(2) Should the run-off rate not be corrected within the timeline issued by the enforcement officer, the property owner shall be fined $250 for the violation.

(3) Should the same property have a subsequent violation, the property owner on all subsequent violations shall be assessed a civil fine of $500 if not remedied within the issued timeline.

(4) Should the same builder/developer/customer have multiple run-off rate issue, or combination of run-off and other stormwater issues, they may be barred from construction activities within the city for a period of time determined by the City Manager.

(C) The civil fine does not prohibit the City of Piqua from pursuing other remedies or exercising its rights with regards to the construction project not being completed in accordance with the Design Specifications.

(Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.10 ROUTINE AND REMEDIAL MAINTENANCE AND RIGHT OF ENTRY.

(A) The Utility shall provide for inspection and routine maintenance of facilities that have been accepted for maintenance by the utility. Maintenance may include catch basin cleaning, grating and casting repair, bridge surface drainage systems cleaning, channel clearing, erosion repair, and other incidentals. The Utility shall provide for remedial maintenance of facilities based upon the severity of stormwater problems and potential hazard to the public. Remedial maintenance of bridge surface drainage systems shall remain the responsibility of agencies, that are responsible for the bridge operations and maintenance, other than the Utility.

(B) Upon notice, the City Manager or his or her designee(s), including contractors and their employees or consultants and other employees, may enter upon lands within the city to make surveys and examinations to accomplish the necessary findings for planning and engineering studies or for inspection or maintenance of stormwater facilities. The City Manager or his or her designee(s) shall maintain records of all inspections made.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.11 PROPERTY AFFECTED.

(A) Except as provided in this chapter, all residentially developed property and non-residential developed property located within the corporation limits of the city shall be subject to the stormwater service charges established by this chapter regardless of whether the properties are privately or publicly owned. ~~Vacant/unimproved property shall not be subject to the stormwater service charges.~~

(B) The utility shall be responsible for stormwater drainage facilities and watercourses on all streets, boulevards, sidewalks, curbing, street and other municipal property and public easements, and highway structures and appurtenances belonging to the city.

(C) Where public facilities and watercourses are located in easements on private property, the owner of the property is responsible for aesthetic maintenance such as lawn mowing, litter pick-up, etc. The owner shall neither place nor allow structures or plantings that interfere with the operation and maintenance of such drainage facilities and watercourses.

(D) The Utility may authorize the construction of curbs, pavements, channels, watercourses, conduits, culverts, or other structures necessary to properly operate and maintain new and existing stormwater facilities.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

FEES

§ 56.30 STORMWATER CHARGES.

(A) All owners of real property in the city shall be charged for the use of the stormwater system based on an estimate of the amount of stormwater and rate of flow of stormwater that is projected to discharge into the stormwater system from the property.

(B) By this chapter, which may be amended from time to time by resolution of the Commission, the city hereby sets and establishes a system of fees that is intended to assess users their fair and equitable share of the costs for use of the stormwater system for each property within the city. These fees shall be established in an amount sufficient to defray the reasonable costs for federal stormwater permit requirements, operation, maintenance, and construction of necessary improvements or additions to the stormwater system. The subsequent amendments or adjustments shall take into consideration the amount of funds reasonably necessary to meet the level and cost of service required to manage and operate

the stormwater system, including any previously unforeseen inflationary pressures, system expansion, increases in state and federal program mandates, or related issues that may necessitate management program expansion.

[C] For large newly construction facilities (calculation over one thousand ERU, after January 1, 2026, the STWUD may reduce the ERU for these large properties, that demonstrates advanced stormwater infrastructure, a reduction, of not to exceed 25%.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.31 FEES ESTABLISHED.

(A) Subject to the provisions of this chapter, each and every owner and/or operator of residentially developed property and non-residential developed property shall have imposed upon them a stormwater user fee. The stormwater user fee shall be a monthly service charge and shall be determined by the provisions of this chapter and the applicable equivalent residential unit (ERU) and ERU rate established hereunder, which provisions may be amended from time to time in accordance with the provisions of this chapter or by resolution of the Commission. The established rate shall be contained within the Stormwater Management User Fee Policy. ~~Effective with the initiation of the Storm Water Utility and prior to January 1, 2014, one ERU is equivalent to $5.20. Effective January 1, 2014, the Storm Water Utility rate of one ERU is equivalent to $5.70 or up to 5,400 square feet. Effective January 1, 2015, the effective Storm Water Utility rate will be, one ERU is equivalent to $6.20 or up to 5,400 square feet for the year 2015. Effective January 1, 2016, the effective Storm Water Utility rate will be, one ERU is equivalent to $6.70 or up to 5,400 square feet for the year 2016. Effective January 1, 2023, the effective Storm Water Utility rate will be, one ERU is equivalent to $7.00 or up to 5,400 square feet, and a 3% annual increase on the first day of each year.~~ **Effective January 1, 2026 to December 31, 2026, the effective rate will be, one ERU is equivalent to 5,400 square feet, being $7.40 per ERU per month. Effective January 1, 2027 to December 31, 2027 the effective rate will be, one ERU is equivalent to 5,400 square feet, being $7.35 per ERU per month. Effective January 1, 2028 to December 31, 2028 the effective rate will be, one ERU is equivalent to 5,400 square feet, being $7.30 per ERU per month.**

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See Appendix: Rates and Fees, for updated yearly rates and fees.

(B) The City Manager shall make recommendations to the Commission to adjust this definition of ERU from time to time by resolution to reflect development trends within the city or further equitably divide the costs of supporting the operation and maintenance of the stormwater system. In adjusting this definition, the Commission shall take into consideration the source of the data from which the subject ERU is to be established, the general acceptance and use of the source on the part of other stormwater systems, and the reliability and general accuracy of the source. The Commission may also utilize information

obtained from property tax assessor's rolls or site examination, mapping information, aerial photographs, and other reliable information in order to determine impervious surface areas.

(1) Single-family properties shall be billed on a per unit basis at one ERU per month and duplexes will be billed on a per unit basis of one-half an ERU per month.

(2) The fee for all other properties not specified in division (B)(1) shall be calculated based on the total impervious area of the property divided by the then-effective average impervious area for an ERU multiplied by a rate of one ERU per month at the rate established for an ERU. The impervious area estimate shall be based on ~~ortho-rectified~~ aerial photography, GIS aerial mapping systems and/or as-built plans as approved through the building permit process, or other sources at the discretion of the City Manager or his or her designee(s)~~ity Engineer~~.

(3) Notwithstanding any other provision of this chapter, the STWUD shall assess the need for rate increases and report findings to the Commission.~~.~~

(C) Rates and charges incurred under this section shall be prepared and collected by the city in accordance with those provisions regulating the preparation and issuance of bills for utility service. The monies collected under this section shall be used expressly for the benefit of the stormwater system.

(D) The Utilities Director or his or her designee(s) ~~Commission~~ shall ~~yearly~~ review the ERU and the fee assessed to determine whether the rate and fee are sufficiently permitting the city to meet the requirements of the MS4 permit issued by the EPA and any other needed planning, design and construction costs associated with stormwater, in the city of Piqua, or waters running through the city of Piqua.

(E) A credit program shall be available to non-residential customers only as established by the STWUD.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 15-10, passed 7-6-10; Am. Ord. 1-13, passed 2-19-13; Am. Ord. 18-13, passed 1-7-14; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.32 COLLECTION.

(A) The billing and collection of stormwater user fees shall be administered by the city utilities billing office. The stormwater user fees for residentially developed properties and non-residential developed properties shall be billed as frequently as monthly with payment due as of the date stated in the billing.

(B) For billings and collections administered directly by the city, in the event a partial payment is received, the payment shall be applied according to established procedures. All bills for stormwater user fees shall become due and payable in accordance with the rules and regulations in effect, or subsequently adopted by, the Commission.

(C) All charges not under appeal and not paid by bill date of billing statement shall be considered delinquent. All charges delinquent shall be subject to penalty and/or interest as established by Commission and could constitute a lien or an assessment upon the real property affected from the date charges are incurred as determined by the City Manager or the City Manager's designee. The City Manager may withhold other services, including water and electric, until such time as any outstanding charges are paid in full or a payment schedule acceptable to the City Manager by the delinquent party is agreed to.

(D) The city shall have authority to annually place tax liens on properties in default of fees required by this chapter. The city shall provide notice of any intended tax liens subject to the provisions of applicable Ohio law. Removal of the property tax lien will only occur upon full payment of the stormwater user fees or other payment arrangements approved by the Commission. In the alternative, the city may take appropriate legal action to collect unpaid charges.

(E) The threshold for retroactive billing shall be six billing cycles. Omitted or previously unidentified property containing impervious surface that has not been charged stormwater user fees may be billed retroactively up to six billing cycles.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.33 ENTERPRISE FUND REQUIREMENTS.

(A) The Stormwater Utility Fund shall be used for the following purposes:

(1) Acquisition of property by gift, purchase, or condemnation necessary to construct, operate, and maintain stormwater management facilities.

(2) Costs of administration and implementation of the stormwater management program.

(3) Engineering and design; debt service and related financing expenses; planning and construction costs for new stormwater facilities; and inspection, enlargement, or improvement of existing facilities.

(4) Operation and maintenance of the stormwater system, including the monitoring and inspection of stormwater control devices and facilities.

(5) Water quality monitoring and water quality programs.

(6) Inspection and enforcement activities.

(7) Elected official, appointed official, stakeholder, and general public education and outreach relating to stormwater.

(8) Billing, revenue collection, and associated administrative costs.

(9) Other activities that are reasonably required to manage and operate the stormwater system.

(B) Funding for the utility shall include, but not be limited to:

(1) Stormwater user fees;

(2) Direct charges. This charge will be collected from owners, developers or others for the cost of designing and constructing stormwater facilities and administrative costs and related expenses where the utility designs and/or constructs or contracts for the construction of such facilities, including costs associated with abatement procedures undertaken by the utility;

(3) Direct assessment. This charge will be collected from owners/users in localized areas that desire stormwater drainage facilities not considered a part of the regional development or where an improvement is desired ahead of the priority status;

(4) Fees as set forth in this chapter; and

(5) Other income obtained from federal, state, local and private grants or revolving funds.

(C) All revenues generated by or on behalf of the Utility including stormwater management service charges and interest earnings on those revenues shall be deposited in the stormwater utility fund and used exclusively for stormwater utility purposes.

(D) When a public improvement is funded by other funds of the city and/or by other agencies or organizations, the utility may assume financial responsibility for any storm drainage improvement costs associated with the overall project.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

ENFORCEMENT; APPEALS; NONLIABILITY

§ 56.50 ENFORCEMENT.

The City Manager or his or her designee is authorized to take appropriate legal action to require compliance with this chapter.

(A) Assess fines and costs to property owner, through County Auditor, if fees or fines are not paid with 45 days.

(B) In addition to fines and costs, violators may be charged with a First Degree Misdemeanor, from unlawful activities.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18 ; Am. Ord. 12-22, passed 11-1-22)

§ 56.51 APPEALS.

(A) Any person, firm, corporation, or organization notified of non-compliance with this chapter, who, or that is required to perform monitoring, analyses, reporting and/or corrective actions that is aggrieved by a decision of a City employee or contractor issuing such decision, may appeal the decision in writing to the City Manager within ten days following the effective date of the decision. The appeal must include all necessary documents, including, but not limited to, a survey, all structures or improvements, total property area, impervious area, drainage structures, drainage patterns and any features that contain, retain, or detain storm runoff on their own property, and diminish the quantity of stormwater as handled by the city.

(B) Upon receipt of the request, the City Manager or designee shall request a report and recommendation from the subject city employee or contractor and shall set the matter for administrative hearing at the earliest practicable date.

(C) At the hearing, the City Manager or his designee may hear additional evidence, and may revoke, affirm, or modify the earlier decision. Such decision shall be final, subject to appeal to a court of competent jurisdiction.

(D) The threshold for retroactive credits and adjustments shall be three billing cycles prior to appeal application and/or the date of property owner transfer, with exception to vacant/unimproved or unidentified property that has not been charged stormwater user fees.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.52 NO LIABILITY.

Floods and stormwater runoff may occasionally occur which exceeds the capacity of the system. This chapter does not imply nor create a duty on the city to insure that property subject to fees and charges established herein will always be free from flooding or flood damage, or that stormwater systems capable of handling all storm events can be cost effectively constructed, operated, or maintained. Nor shall this chapter create a liability on the part of, or cause of action against, the city, or any of their elected officials, officers, or employees for any flood damage or any damage that may result from storms or runoff thereof.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

§ 56.99 PENALTY.

Any person, business, or entity found in violation of any provision of this chapter shall be assessed a civil penalty as stated herein.

(Ord. 18-09, passed 11-2-09; Am. Ord. 5-10, passed 3-16-10; Am. Ord. 3-18, passed 3-20-18; Am. Ord. 5-18, passed 4-17-18; Am. Ord. 12-22, passed 11-1-22)

~~APPENDIX: RATES AND FEES~~

(Ord. 12-22, passed 11-1-22)

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025
REPORT TITLE	**Resolution No. R-100-25** A Resolution Authorizing a Contract with Fifth Third Bank, N.A., JP Morgan Chase Bank, N.A., U. S. Bank, N.A., Park National Bank and Mutual Federal to Serve as a Depository for Public Funds
SUBMITTED BY	Jerry O'Brien, Director Purchasing & Contracts
AGENDA CLASSIFICATION	Resolution
BACKGROUND	State regulations, as prescribed within Section 135 of the Ohio Revised Code, requires depository agreements to be in force before political subdivisions can maintain interim funds and bank balances at qualifying financial institutions. Our current agreements with Fifth Third Bank, JP Morgan Chase Bank, N.A., U.S. Bank, N.A., Park National Bank and Mutual Federal will expire on September 30, 2025. This resolution simply allows us to deposit with these institutions, but does not require us to do so. We still shop around for the best rates and service that we can find. We presently use Fifth Third Bank for all active funds, as in checking accounts. It is common practice for one bank to handle our day-to-day activity, this lends itself to an efficient and cost effective way of transacting business. U.S. Bank currently holds our investment accounts. Having multiple banking relationships available to us provides the city with the opportunity to verify pricing of banking and investment services to see if local costs are in line with each other and the industry as a whole.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: N/A Expenditure $: N/A Source of Funds: Narrative:
ATTACHMENTS	1. Fifth Third Bank 2. Chase - Ohio Memorandum Agreement 2025 3. US Bank Depository Agreement 2025 4. Park National Bank PUB_Public Fund Agreement 10.2025-

	9.2030 5. Mutual Federal 2025

Resolution No. R-100-25

A Resolution Authorizing a Contract with Fifth Third Bank, N.A., JP Morgan Chase Bank, N.A., U. S. Bank, N.A., Park National Bank and Mutual Federal to Serve as a Depository for Public Funds

WHEREAS, the present operations of the City would benefit from a contract with Fifth Third Bank, N.A., JP Morgan Chase Bank, N.A., U. S. Bank, N.A., Park National Bank and Mutual Federal to serve as a depository for public funds; and

WHEREAS, no feasible specifications for bids can be drawn for said professional services; and

WHEREAS, in the sound judgment of the City Manager, advertisement for bids on said services would not be of any material benefit to the City; and

WHEREAS, said banks are qualified and capable of providing said services efficiently and competently;

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: Contracts for said services is hereby authorized and approved and payment according to said contracts is hereby authorized and approved (see contracts appended hereto);

SEC. 2: The Finance Director is hereby authorized to draw his warrants on the appropriate accounts of the City treasury in payment according to this resolution;

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

_____
KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

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

FIFTH THIRD

AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

THIS AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS (this "Agreement") is made as of October 1, 2025 by and between Fifth Third Bank, National Association (the "Financial Institution") and the City of Piqua,Ohio (the "Customer").

WITNESSETH:

WHEREAS, the Financial Institution has accepted for deposit and safekeeping deposits from the Customer and may be providing certain other services for the Customer, or has proposed to do so;

WHEREAS, the Financial Institution has provided the Customer with a copy of the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with one or more of its banking regulatory agencies;

WHEREAS, pursuant to the Uniform Depository Act of Ohio (the "Depository Act") and in accordance with the rules promulgated under the Depository Act, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in Section 135.18, Section 135.182 or any other section of the Ohio Revised Code specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the Treasurer of the State of Ohio (the "TOS") pursuant to the Depository Act and the rules promulgated under the Depository Act, as such may be amended from time to time; and

WHEREAS, the Financial Institution intends to participate in the Ohio Pooled Collateral Program (the "OPCP") pursuant to the Depository Act and rules of the TOS;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. **Eligibility to Receive Funds.** The Financial Institution represents that it is eligible to receive public funds pursuant to Ohio Revised Code Chapter 135. This agreement is subject to the Depository Act, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. **Deposits Awarded and Accepted.** The Customer awards to the Financial Institution, and the Financial Institution accepts, deposits of the Customer in such amounts and of such types as the Customer and the Financial Institution may agree from time to time. The Customer acknowledges having received pricing information and a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account

terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Funds. The Financial Institution agrees that the total amount of active, interim and inactive deposits to be deposited by the Customer will not cause the total of all public funds held by the Financial Institution to exceed the limit set by Section 135.03 of the Ohio Revised Code or rules promulgated under that Section.

4. Collateral. The Financial Institution and the Customer agree that until the Financial Institution commences participation in the OPCP, the Financial Institution will pledge eligible securities for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution and deposit these securities with one or more trustees qualified under the Depository Act and designated by the Financial Institution. The Financial Institution and the Customer further agree that upon the Financial Institution's commencement of participation in the OPCP, the Financial Institution will pledge to the TOS and deposit with one or more trustees qualified under the Depository Act and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the TOS to apply for and establish a specific pledge account within the OPCP. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Depository Act, the rules promulgated by the TOS pursuant to the Depository Act, and the terms, conditions, policies and other requirements of the TOS pursuant to the OPCP, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the TOS relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer has the right to negotiate a "public unit negotiated collateral requirement" pursuant to Section 135.182 of the Ohio Revised Code. The Customer and the Financial Institution agree that the Financial Institution will pledge for the benefit of the Customer, in accordance with the OPCP, collateral equal in value to at least 102% of the amount of all deposits of the Customer on deposit with the Financial Institution that are not insured by the Federal Deposit Insurance Corporation.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees qualified under Section 135.182 of the Depository Act to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the OPCP and any successor program pursuant to Ohio Revised Code Section 135.182 or any amendment or successor provision of Ohio law.

8. Termination of Participation in the OPCP. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the OPCP. If for any reason the Financial Institution is no longer eligible to participate in the OPCP or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain the deposits at the Financial Institution, and the Financial Institution will pledge separate collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to separate pledging of collateral set forth in Ohio Revised Code Section 135.18 and in accordance with other applicable laws and regulations.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules or regulations are changed or amended during the term of the Financial Institution's designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the TOS of information supplied by the Customer to the Financial Institution, as may be required by the TOS or applicable laws, rules and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the TOS nor any disclosure of such information by the TOS to any other person.

11. Term. The term of this Agreement shall end on September 30, 2030. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term or change the terms and conditions set forth on Exhibit A without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms and conditions by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 days after delivery of the notice from the Financial Institution to the Customer. If neither party notifies the other in writing at least 30 days before the end of the then current term of its intention to renew or terminate this Agreement or to change the terms and conditions of the Agreement for a new term, this Agreement shall automatically renew for a term of two years with the same terms and conditions as in effect immediately before the renewal.

12. Notices. All notices, requests and communications to a party under this Agreement must be in writing and will be deemed given if delivered personally, by facsimile, by electronic mail or by registered or certified mail (return receipt requested) to such party at its address as set forth below or such other address as such party may specify by notice to the other party.

To the Financial Institution:	To the Customer:
Fifth Third Bank, National Association	The City of Piqua, Ohio
ATTN: John Webb	ATTN: Jerald O'Brien
38 Fountain Square Plaza	201 W Water Street
MD: 10903C	Piqua OH 45356
Cincinnati, OH 45263	
E-mail: john.webb2@53.com	E-mail: jobrien@piquaoh.gov
Phone: 513-534-3765	Phone: 937-778-2072

13. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Cincinnati Division, or any court of general jurisdiction of Hamilton County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

14. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to Ohio Revised Code Chapter 135, along with an assignment of this Agreement, will be deemed to be an assignment.

15. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

16. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

17. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Depository Act, and participation by the Financial Institution and the Customer in the OPCP, this Agreement supersedes all previous oral and written agreements.

18. Contact Persons. Designated Signer(s) (referred to as Authorized Signer(s) on Signature Card) are authorized to view, submit or otherwise access information submitted to the Ohio Pooled Collateral System with respect to this Agreement. The Designated Signer(s) may designate substitute contact persons and authorized representatives as the Customer deems necessary or appropriate in the Ohio Pooled Collateral System. The Customer will promptly notify their Relationship Manager of such substitutions and changes. Additional paperwork may be required to make necessary changes to Designated Signer(s).

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the day and year first above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: Kelly Wolski Digitally signed by Kelly Wolski Date: 2025.06.30 10:44:32 -04'00'
Signature

Kelly Wolski
Name

Vice President
Title

By:
Signature

Name

Title

The City of Piqua, Ohio

By:
Signature

L. Paul Oberdorfer
Name

City Manager
Title

By:
Signature

Jerald O'Brien
Name

Finance Director
Title

July 3, 2025

City of Piqua
201 W Water Street
Piqua, OH 45356
Attn: Jerald O'Brien, Finance Director

Dear Mr. O'Brien:

JPMorgan Chase Bank, N.A. (the "Bank"), hereby applies to be designated as an eligible depository for the City of Piqua Active, Interim and Inactive Deposits, where appropriate. The Bank will secure such deposits as part of the Ohio Pooled Collateral Program set forth under ORC 135.182 and related rules and regulations.

The Bank agrees to accept for deposit a maximum amount as estimated by City of Piqua and as agreed to between the parties which amount, in addition to those public funds held under ORC 135.01 through 135.21 and ORC 135.31 through 135.40, will not be in excess of 30% of the Bank's total assets as shown on the Bank's latest financial statement. The Bank files quarterly Consolidated Reports of Condition and Income for A Bank with Domestic and Foreign Offices-FFIEC 031 ("Call Report") with the Federal Financial Institutions Examinations Council (the "FFIEC"). The Call Report can be viewed on the FFIEC's website at *https://cdr.ffiec.gov/public* (on the Search page under Report select "Call", under Institution Name enter: JPMorgan Chase Bank, National Association, and balance sheet information is found on Schedule RC).

Enclosed you will find the Memorandum of Agreement covering the deposit of Public Funds. Please sign the Memorandum of Agreement, retaining one copy for your records and returning one. We are pleased to be of assistance and look forward to your favorable reply.

Sincerely,

Joseph Farris, VP

Joseph Farris
Vice President

MEMORANDUM OF AGREEMENT
FOR DEPOSIT OF PUBLIC FUNDS (OHIO)

This memorandum dated _____, 20____ evidences that City of Piqua has accepted the application of JPMorgan Chase Bank, N.A. (the "Bank") to become an eligible depository of its Active, Interim, and Inactive Deposits, where appropriate, for the period of five years, commencing on October 1, 2025 ending September 30, 2030.

The Bank is a national banking association organized and existing under the laws of the United States. The Bank has capital funds as defined in Ohio Revised Code ("ORC") 135.01 (C) as shown in the Bank's quarterly Consolidated Reports of Condition and Income for A Bank With Domestic and Foreign Offices-FFIEC 031, the "Call Report" which can be viewed on the FFIEC's website at *https://cdr.ffiec.gov/public* (on the Search page under Report select "Call", under Institution Name enter: JPMorgan Chase Bank, National Association, and balance sheet information is found on Schedule RC).

The Bank agrees:

1. To accept for deposit up to a maximum amount as estimated by City of Piqua and as agreed to between the parties during this period of designation in any combination of Active, Interim or Inactive Deposits, which amount will not be in excess of 30% of the Bank's total assets as shown in the Bank's latest Call Report.

2. To hold said deposits subject to all terms and conditions set forth in the Ohio Uniform Depository Act, ORC Chapter 135, specifically as set forth under ORC 135.182 for the Ohio Pooled Collateral Program and related rules and regulations.

3. To comply with applicable laws, rules or regulations with respect to Public Deposits.

City of Piqua agrees:

1. To comply with all rules and regulations governing the deposit accounts into which the funds subject to this agreement are deposited.

2. To provide the Bank such documentation as needed to establish accounts and allow the Bank to provide requested banking services.

City of Piqua

By: _____
Name: _____
Title: _____

JPMorgan Chase Bank, N.A.

By: Joseph Farris, VP
Joseph Farris
Vice President

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

TO: **City of Piqua**

Miami County, Ohio

U. S. Bank, N.A. which is located and doing business in **Miami County, Ohio** through an office in **Piqua, Ohio** hereby applies to be designated as a depository for Active and Interim/Inactive Funds belonging to the **City of Piqua** from **October 1st, 2025** through **September 30th, 2030** inclusive.

The total amount applied for as specified below will be **All Eligible Deposits** which amount, in addition to those public funds held under Sections 135.01 through 135.33 of the Ohio Revised Code, is not in excess of thirty percent (30%) of its total assets of $502,890,000.00 as revealed by the financial statements attached hereto.

The maximum amount of public moneys which the applicant desires to receive and have on deposit as active funds at any one time during the period covered by this offer is **All Eligible Deposits.**

The maximum amount of such public moneys which the applicant desires to receive and have on hand as interim/inactive deposits at any one time during the period is a total of **All Eligible Deposits.**

For interim deposits the bank will issue liquid depository accounts or Certificates of Deposit during the period of designation in the amount desired. Interest will be payable at the maturity thereof, or at the time of withdrawal prior thereto. Interest rates are subject to change from time to time. Current interest rate quotations are available from the bank during normal business hours.

This application is accompanied by the required financial statement of the applicant under the oath of Joseph V. Murphy-V.P. and Assistant Controller and in such detail to show the assets and the capital funds of the applicant as of the date of its latest report to the Office of the Comptroller of the Currency adjusted to show any changes therein made after the report, but prior to the date of this application.

U S Bank, N.A., if subsequently designated as a depository, will comply in all respects with the laws, regulations and rules of Ohio and the United States relative to the deposit of such funds and will furnish, at the bank's option, security for funds as provided under either Section 135.18 or 135.181.

U. S. Bank, N.A.

By: _____

Nicholas Klatt
Assistant Vice President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This is an agreement between **U. S. Bank, N.A.**, a National bank located and doing business in **Miami County, Ohio** through an office located in **Piqua, Ohio** and whereby the **City of Piqua** accepts the bank's offer to serve as public depository during the period from **October 1st, 2025** through **September 30th, 2029** inclusive. Therefore, under this agreement the sub-division will appoint U S Bank, N.A. as its depositories and will deposit funds as enumerated below:

A) **City of Piqua** will deposit active funds and the bank will accept a maximum of **All Eligible Deposits** or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee as enumerated under Section 135.16 of the Ohio Revised Code.

b) **City of Piqua** will deposit and the bank will accept as interim/inactive deposits a maximum **All Eligible Deposits** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount desired. U S Bank, N.A., will bid competitive rates of the customer's interim deposits.

For interim deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for interim deposits, the interest rates are subject to change from time to time. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus awarded under this agreement totals **All Eligible Deposits** which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active moneys in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the account in which the depositor's funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

City of Piqua

By:_____

By:_____

U. S. Bank, N.A.

_____

Nicholas Klatt
Assistant Vice President

Park
NATIONAL BANK

Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this "Agreement") is made as of the date executed by and between **Park National Bank**, a national banking association (the "Financial Institution"), and

City of Piqua Ohio (the "Customer").

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Deposits. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public

depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer

regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information.

Contact Name: Jerald O'Brien

Contact Email: Jobrien@Piquaoh.Gov

18. Term. The term of this Agreement is five years, beginning on 10/01/2025 and ending on 09/30/2030. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

Lisa L McGraw	Vice President	Timothy M Summers	Vice President
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date

City of Piqua Ohio

Jerald O'Brien	Finance Directc		
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.
"Collateral Program" shall mean IC 5-13-13.
"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.
"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.
"Collateral Program" shall mean KRS 41.240.
"Security Provisions" shall mean KRS 41.240(4).
"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.
"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.
"Security Provisions" shall mean NCAC Section 20, 07.0200.
"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.
"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.
"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.
"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.
"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).
"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).
"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.
"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.
"Security Provisions" shall mean TC Section 9-4-504.
"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

MUTUAL FEDERAL
A division of First Bank Richmond
Doing great things together

DEPOSITORY AGREEMENT FOR ACTIVE INTERIM AND/OR INACTIVE PUBLIC FUNDS

WHEREAS, The City of Piqua of Miami County, Ohio did on the 1st day of July, 2025, accept the proposal of Mutual Federal (a division of First Bank Richmond) of Troy, Ohio, effective the 1st Day of October, 2025, for a period of five years to receive and safely keep on deposit the active, interim or inactive funds of said School District, and to pay interest on deposits at a rate agreed upon by Bank and Depositor.

WHEREAS, said Bank has given to said City of Piqua the total amount thus awarded under this agreement is ALL FUNDS, which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty percent (30%) of the Bank's total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135. The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto.

It is agreed between said City of Piqua and said Mutual Federal that the active, interim or inactive funds of said District shall be deposited in and received and safely kept by the Bank, from and after the date hereof for the period of five years as follows: Payments shall be made from said funds only as directed by orders checks or drafts drawn or signed by the proper officer named by said City of Piqua, and as provided by law. In case of a change in the person holding the office, the official successor shall be entitled to all the powers and privileges under this contract but not until after the City of Piqua has notified the said Bank in writing that the new officer has been duly qualified and entered into office.

Interest shall be paid upon deposits from the time they are made, at the prevailing rate of interest per annum, for the full time said funds are on deposit, and the accrued interest shall be paid to the treasurer as provided by law.

The City of Piqua shall at all times be entitled to receive from the Bank a complete statement of the deposits and the payments therefrom.

The insolvency of the Bank, or its failure to pay upon due to presentation any order, check or draft lawfully drawn upon it, shall terminate this contract and entitle the City of Piqua to withdraw all funds with interest on the day of such failure.

IN WITNESS WHEREOF, the parties have hereunto set their names, this 1st day of July, 2025

First Bank Richmond
Attn: Laurie Carr
Vice President

Laurie Carr

City of Piqua
Attn: L. Paul Oberdorfer

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Resolution No. R-101-25** A Resolution to levy assessments to pay for the cost of nuisance abatements.	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Type background info here.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Narrative:	
ATTACHMENTS	1. Piqua Summary Report of 2025 Assessments	

Resolution No. R-101-25

A Resolution to levy assessments to pay for the cost of nuisance abatements.

WHEREAS, Chapter 91 of the Piqua Code of Ordinances requires the abatement of nuisances; such as grass and weed cutting, trash and debris removal, property maintenance improvements, demolition of structures and similar actions; and

WHEREAS, Chapter 91 of the Piqua Code of Ordinances also sets forth the power to summarily abate nuisances and certify the cost of said abatement to the County Auditor for collection of the costs the same as other taxes and assessments are collected;

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 assessment of the costs for nuisance abatement, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed.

SEC. 2: There is hereby levied and assessed upon the lot(s) improved by the aforementioned nuisance abatement as described in exhibit "A", the amount reported as costs in Exhibit "A".

SEC. 3: All unpaid assessments shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessments shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

SEC. 4: At any time after the adoption of this Resolution, should the City Law Director or Development Director enter into a settlement with the property owner regarding his assessments, the Law Director or Development Director shall have the authority to request the Auditor to remove the assessment without any further action by the City Commission.

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

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

EXHIBIT A

ASSESSMENTS FOR NUISANCE ABATEMENTS

N44-090720	2025	31-260	$1,000.00
N44-014746	2025	31-260	$600.00
N44-011090	2025	31-260	$400.00
N44-011110	2025	31-260	$300.00
N44-029600	2025	31-260	$2,000.00
N44-005663	2025	31-260	$1,400.00
N44-041020	2025	31-260	$1,550.00
N44-041090	2025	31-260	$350.00
N44-015800	2025	31-260	$650.00
N44-024930	2025	31-260	$350.00
N44-042790	2025	31-260	$1,050.00
N44-023620	2025	31-260	$2,275.00
N44-007710	2025	31-260	$1,050.00
N44-013140	2025	31-260	$1,950.00
N44-031320	2025	31-260	$1,700.00
N44-053560	2025	31-260	$600.00
N44-061560	2025	31-260	$1,350.00
N44-035740	2025	31-260	$1,300.00
N44-035320	2025	31-260	$1,850.00
N44-038450	2025	31-260	$1,350.00
N44-036940	2025	31-260	$1,900.00
N44-018350	2025	31-260	$300.00
N44-039520	2025	31-260	$1,650.00
N44-028430	2025	31-260	$600.00
N44-027230	2025	31-260	$400.00
N44-019157	2025	31-260	$950.00
N44-008240	2025	31-260	$400.00
N44-023710	2025	31-260	$800.00
N44-045680	2025	31-260	$1,350.00
N44-014340	2025	31-260	$500.00
	grass cutting		$31,925.00
	trash		1094.48
			0
	total		$33,019.48

N44-042010	2025	31-270	$196.50
N44-007710	2025	31-270	$897.98
	trash		$1,094.48

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Resolution No. R-102-25** A Resolution approving the Tax Rates for the City as determined by the Miami County Budget Commission.	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Every year about this time, we request an approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2025 to be collected in 2026. These certified rates require the approval of our Commission and certification to the Miami County Auditor before October 1, 2025.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	
ATTACHMENTS	1. CERTIFIED TAX RATES FROM COUNTY AUDITOR	

Resolution No. R-102-25

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

WHEREAS, on August 21, 2025, the Miami County Budget Commission has, pursuant to general law, certified the following rates of tax to be levied in the City of Piqua for municipal purposes on the general tax duplicate of 2025, subject to any additional levies approved by the electorate; and

WHEREAS, said certified rates of tax require the approval of this Commission;

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

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

SEC. 1: The rates of tax to be levied as follows in the City of Piqua for municipal purposes on the general tax duplicate of 2025 (subject to any additional levies approved by the electorate) are hereby approved and certified;

FUND	MILLS	AMOUNT
Ten Mill Limitation		
General	3.70	$1,511,656.16
Police Pension	.30	122,566.72
Fire Pension	.30	122,566.72
No Limitation		
General Conservancy	.13	$ 98,053.37

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

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

_____

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

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

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

OFFICE OF THE MIAMI COUNTY BUDGET COMMISSION

To the City Commission:

The Miami County Budget Commission hereby certifies the following rates of tax to be levied in the **PIQUA CITY** for municipal purposes on the general duplicates of **2025.** Rates are subject to any additional levies approved by vote.

FUND	MILLS	REVENUE
Ten Mill Limitation:		
General Fund	3.70	$ 1,511,656.16
Fire Pension	0.30	122,566.72
Police Pension	0.30	122,566.72
No Limitation:		
Miami Conservancy – **Cont**	.13	98,053.37

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

Approved: AUG 2 1 2025

PAUL M. WATKINS, PRESIDENT

MATTHEW W. GEARHARDT, SECRETARY

JIM STUBBS, MEMBER

[MIAMI COUNTY BUDGET COMMISSION]

TO THE MIAMI COUNTY BUDGET COMMISSION:

At a meeting of the Council/Commission of the City/Village of **PIQUA CITY** held on the _____ day of _____, 2025, a motion was made by _____, that the rates of tax as determined by the Miami County Budget Commission for the year **2025** be accepted.

The motion was seconded by _____ with the following vote being recorded:

President	Member	Member
Member	Member	Member
CLERK	DATE	

RETURN ONE ORIGINAL TO THE MIAMI COUNTY AUDITOR BY OCTOBER 1

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 2, 2025	
REPORT TITLE	**Resolution No. R-103-25** A resolution amending R-82-23, authorizing extending the agreement for Engineering Services for the Great Miami River Low Dam Removal and Modification Project	
SUBMITTED BY	Kevin Krejny, Director, RJ Monnier, Director, Kenton Kiser, Engineering Manager Water	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Continuing the 2023 resolution for low level dam removal and river modifications with Flatlands Resources. The project is at 60% design and will be ready for bid in a few months. This amended scope and fees will get the project to a point where it will be bid out for demolition/construction.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	NA - evolving scope of work based on available funding
	Expenditure $:	$271,979 = $259,028.50 plus 5% contingency
	Source of Funds:	75% 401 - 25% 403 - reimbursed through three grant funding sources. H2Ohio Grant, WRRSP Funding, and Fish & Wildlife Grant.
	Narrative:	Continued project design, engineering, construction documents, and environmental surveys to get project ready to bid for construction and demolition.
ATTACHMENTS	1. PrimaryAgreement - Flatland Resources LLC 2. ProfessionalServicesSupplementalAgreementUpdated_51925 (1)	

Resolution No. R-103-25

A resolution amending R-82-23, authorizing extending the agreement for Engineering Services for the Great Miami River Low Dam Removal and Modification Project

WHEREAS, the City of Piqua and US Fish and Wildlife Service had completed the Great Miami River Dam Removal Feasibility Study and recommended modifications to the Water System Intake Low Dam and removal of the Power Plant Low Dam; and

WHEREAS, the Great Miami River Dam Removal and Modification Feasibility Study recommendations and scope of work are included herewith as "Exhibits A and B"; and

WHEREAS, This supplemental agreement is for professional services related to the dam removal/modification, signed August 3, 2023, "Contract for Design Engineering Services".

NOW THEREFORE, BE IT RESOLVED BY the Piqua City Commission, a majority of its members 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 amend Resolution R-82-23, to extend the agreement to extend the Engineering Services for the Great Miami River Low Dam Removal and Modification Project as described in the attached exhibits.

SEC. 2: The Finance Director has certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw from the appropriate account of the City treasury in payment according to the agreement terms, not exceeding a total of $259,028.50 plus 5% contingency.

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

_____

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

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

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

City of
PIQUA

201 W. Water Street, Piqua, OH 45356

CONTRACT APPROVAL PROCESS

CITY OF PIQUA

Originating Department to sign and forward Please attach routing approval process sheet to the contract.

Originating Department – Director Signature _____

Routing Date: 8.3.2023

Finance Department- Finance Director Signature _____

Routing Date: 8/4/2023

Please forward this form to City Manager's Office with the above signatures for final approval.

Forward to Law Director for review by City Manager: Yes ✓ No ___

Law Department-Law Director Signature _____

Routing Date: 12/19/23

AGREEMENT

This Agreement is hereby entered into this 3rd day of August 2023 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Flatland Resources, LLC. ("Contractor") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to complete the planning and engineering work to advance the Great Miami River Dam Removal and Modification Project; and,

WHEREAS, Flatland Resources, LLC. ("Contractor") was selected based upon their qualifications set out in the RFP specifications;

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in Exhibit A;

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

I. PARTIES

1. 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."

2. Consultant: Consultant is Flatland Resources, LLC., which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

1. See attached Exhibit A – Piqua Dam Removal & Modification Project for a detailed Scope of Services to be provided by the Consultant.

III. COMPENSATION

1. See attached Exhibit A for costs.

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 City. 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 Consultant shall comply with, applicable statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

3. Law to Govern and Forum:
This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Consultant 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 Exhibits 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. Hold Harmless and Indemnification:
The Consultant shall indemnify and hold harmless the City of Piqua, its officers, elected officials, employees and volunteers, from loss, expenses and damages, including reasonable attorney fees and legal expenses, to the extent arising from any and all negligent or willful acts of the Consultant, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

7. Insurance:
The Consultant, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than One Million Dollars ($1,000,000) for liability for acts of the Consultant 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, 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."

8. 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:
Chris Schmiesing
Development Director
201 West Water Street
Piqua, Ohio 45356

To the Consultant:
Flatland Resources, LLC
PO Box 1293
Muncie, Indiana 47308

9. Independent Consultant:
The Consultant, his assigns, heirs, successors, employees and any and all subConsultants are independent Consultants and are not agents and/or employees of the City of Piqua.

10. Audit:
At any time the City shall have the right to request an audit of the Consultant's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Consultant 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.

11. Assignment:
This Agreement shall not be assigned without the express written approval of the City of Piqua. 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 Consultant.

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

13. 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.

14. Term:

The term of this Agreement shall be for the duration of the project, as needed, beginning from the date of execution of this Agreement. Said term is non-renewing.

15. Conflict of Interest:
No officer, employee, or agent of the City of Piqua 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 Consultant or in this Agreement and the Consultant shall take appropriate steps to assure compliance.

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

16. 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 of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

17. Proprietary Materials:
The City of Piqua acknowledges that in the course of performing services, the Consultant may use products, materials or proprietary information. The City of Piqua 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 Consultant acknowledges that in the course of performing services for the City of Piqua, the materials and information obtained, used, and/or produced for the City of Piqua are the exclusive properties of the City and may not be disseminated in any manner without the prior written approval of the City of Piqua.

18. Ownership of Property:
The Consultant 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 of Piqua.

The Consultant acknowledges that the City of Piqua 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 Consultant warrants that the service to be provided by it hereunder will be performed in a professional manner by qualified staff and in accordance with generally accepted engineering standards.

V. SIGNATURE

The parties enter into this Agreement this 3rd day of August 2023, as executed, and witnessed in accordance with the below signatures.

CITY OF PIQUA
By:
L. Paul Oberdorfer, City Manager
Amy Welker, Acting City Manager

Witness:

CONSULTANT
By:
Title:

Witness:

Approved as to form:
Frank J. Patrizio, Law Director

FLATLAND RESOURCES

FLATLAND RESOURCES, LLC
PO Box 1293 - Muncie, Indiana 47308
P: 765.284.2328 - F: 765.284.2353

Scope of Work – Piqua Dam Removal & Modification Project

Task 1: Topographic Survey & Data Processing

Description: FlatLand Resources will complete a topographic survey of the areas in which in-stream structures are proposed. This survey will complement and build off the survey data collected back in 2019. Topographic features and all infrastructure within the survey limits necessary to accurately convey the existing conditions will be collected with both a total station and GPS survey unit. Grade control will be set by Choice One Engineering. Data collected within the waterway will be subject to conditions that allow a technician to safely enter the river and collect data.

Additionally, FLR will collect pebble counts to aid in the velocity calculations necessary to properly design the project. FLR will also determine the extent of the exposed bedrock locations and elevations within the project area through field surveys and research of existing reports.

After all survey data is collected, it will be processed to allow for effective design of the in-stream structures and restoration practices.

Timeline: Survey Data Collection: 1 – 2 weeks depending upon weather conditions
Data Processing: 1 week

Cost: Fee Total: $10,770
Survey Data Collection: $7,700
AutoCAD Data Processing: $3,070

Task 2: Easements & Land Availability

Description: FlatLand Resources will work with State of Ohio, Piqua, and Miami Conservancy District (MCD) officials to ensure land where improvements are proposed are owned by the State of Ohio, City of Piqua or the MCD and can be completed as designed. FLR will also coordinate with the above agencies to understand any known easements and how they could affect the ability to complete the project.

Based on data and information collected while completing the feasibility report and the management plan, we do not foresee any issues with easements or land availability negatively affecting the ability to successfully complete this project.

Timeline: Easement and Land Ownership Research: 2 – 3 weeks, ongoing throughout project if problem arises

Cost: Fee Total: $1,980

FLATLAND RESOURCES

FLATLAND RESOURCES, LLC
PO Box 1293 - Muncie, Indiana 47308
P. 765.284.2328 - F. 765.284.2353

Task 3: Environmental Assessments

Description: FlatLand Resources will work with the ODNR, USFWS, and local and state environmental and historical groups to ensure as much possible data on the existing habitat and aquatic species in the Great Miami River within the project limits are collected and analyzed. If determined necessary by the permitting agencies, FLR will assist in the organization of biological monitoring both pre and post project activities to understand how the biological systems of the river are responding to dam removal.

The Flatland team will rally both federal and state agencies to carry out the biological study work by trained biologists and specialists, and relocation of mussels after the dam removal led by biologists and volunteers (if necessary), bringing partners and in-kind work into the project.

Timeline: Environmental Assessments & Research: 4 – 6 weeks, ongoing as needed

Cost: Fee Total: $4,280

Task 4: Legal Descriptions

Description: The FLR team will create the necessary legal descriptions for the environmental covenants required per the WRRSP program guidelines. Once the exact location of the in-stream structures is known, Choice One Engineering will survey the locations and write up/map these areas for the environment covenants. This will include coordination with the City of Piqua and MCD to ensure the covenant areas are approved by each respective agency. Once these are complete, FLR will fold them into the project management and send it off for approval to the WRRSP program officers.

Alternative Pricing Option:
The fee schedule is based upon a base price which is inclusive of setting property corners, and surveys and legal descriptions for three instream structures, as included in the original proposal. If more than three structures are proposed, *the price per structure would be billed.* This approach gives the City of Piqua an honest price for work completed.

Timeline: Field Survey: 1 – 2 weeks
Writing Legal Descriptions: 3 – 4 weeks

Cost: Base Fee Total (3 In-Stream Structures): $13,250
Additional In-Stream Structure Survey & Legal Descriptions (*per structure*): $2,300
Max Fee Total: $19,850

FLATLAND RESOURCES

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PO Box 1293 - Muncie, Indiana 47308
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Task 5: Engineering Computations

Description:

Hydrology

The FLR team will utilize Great Miami River USGS Gage 03262700 at Troy, OH (60-year record) and USGS Gage 03262500 at Piqua, OH (10-year record) to develop peak flow annual exceedance probabilities, time series, and flow duration curve outputs that characterize the hydrologic regime within the project area. This information will be utilized in subsequent analysis and design tasks.

Hydraulics

The FLR team will develop a 1-D and 2-D hydraulic model based on topographic, land cover, and hydrologic data for the project area. If the existing Miami Conservancy District hydraulic model is adequate, it will be utilized or adapted for the purposes of this task. These models will be utilized to evaluate existing hydraulic conditions related to streambank and bed stability, flooding, and sediment transport.

The FLR team will develop multiple design hydraulic model scenarios to evaluate alternatives. Design scenarios will be used to evaluate combinations of dam removal conditions with restoration practices such as instream structures and/or bank protection. Analysis will involve stability analysis, impact to flooding conditions, and sediment transport capacity.

Timeline: Hydrologic Calculations: 3 weeks
Hydraulic Calculations (Existing): 6 weeks

Cost: Fee Total: $51,140

Task 6: Design Plans/Construction Documents

Description: The FLR team will develop a construction plan set and specifications for the dam removals and instream structure installation areas. These plans will include existing conditions, demolition, erosion and sediment control, proposed conditions, cross sections, river profile, and details. The plans will be developed in stages and progress plots will be developed at the 30%, 60%, and Final project stages.

Timeline: Construction plan development: 16 weeks

Cost: Fee Total: $76,440

FLATLAND RESOURCES

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PO Box 1293 - Muncie, Indiana 47308
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Task 7: Permitting

Description: FlatLand Resources will work to acquire all necessary permits and approvals to build the project as designed. These permits and coordination efforts include a Section 10 or 404 Permit through the US Army Corps of Engineers, USFWS coordination, ODNR coordination, OEPA 401 WQC, OHPO coordination, MCD coordination, and any other local permits that may be required. This talk will also include holding an on-site early coordination meeting with all permitting agencies.

Timeline: Permitting: We have budgeted 34 weeks for permitting, however it is impossible to guess how long it will take federal, state and local agencies to process permits. Our goal is to begin the permit process after 60% construction plans are complete and approval has been given by the city late summer/early fall. With this timeline, it is believed that permits will be in hand to allow for construction as early as the summer of 2024.

Cost: Fee Total: $11,170

Potential Unforeseen Cost

As discussed in our interview, there are times where the permitting agencies require a condition or design element change that could not have been anticipated. The most likely scenario for this project would be the need for a LOMR or CLOMR through FEMA. The price below includes completing either one of these Letters of Map Revision. Additionally, there have been times in which FEMA, when requiring a CLOMR or LOMR, has waived its revision fee because the project has provided an ecological uplift. If FEMA makes the letter a requirement for this project, the FlatLand team will work with FEMA to have the revision fee waived, which would save thousands of dollars of the fee total.

Cost: *Fee Total: $42,120*

Task 8: Public Engagement, Updated Renderings, Stakeholder Meetings

Description: The FlatLand Resources team will hold three (3) public meetings over the course of the design project. The first meeting will be more informal in nature, with a chance for the public to meet our design team and ask questions/provide input about the project. The second meeting will occur after 30% design and will be more formal in nature. This meeting will showcase what we are proposing for the restoration activities and in-stream structures within the Great Miami River and will include a time to gather feedback. FLR will also create graphics and renderings showing the changes to the river following the removal. This 'time lapse' will help set expectations for the aesthetics of the river over a multiple year timespan. The final public meeting will occur after 60% design, when the types and locations of the in-stream structures have been finalized. This meeting will also include the updated renderings, showcasing the restored river with the built in-stream structures as well as the final 'time lapse' of the post removal conditions of the river.

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The FLR team will also hold three in person stakeholder meetings with local officials. These meetings will be scheduled to occur one - two weeks prior to the public meetings to garner feedback and provide updates of the project to city officials before being presented to the public.

Timeline: Public Meetings: Three (3) in person meetings to occur over eighteen (18) weeks
Updated Renderings: Completed over fourteen (14) weeks, updated per feedback
Stakeholder Meetings: Three (3) in person meetings to occur over twenty (20) weeks

Cost: Fee Total: $18,820
Public Meetings (3): $10,180
Updated Renderings: $3,900
Stakeholder Meetings (3): $4,740

Task 9: Construction Cost Estimates and Timelines

Description: The FlatLand Resources team will put together cost estimates and timelines for all portions of the construction project and will be based on most recent construction costs and the timelines will be based upon specific project components and their direct correlation to seasonal installation.

Timeline: Construction Cost Estimates & Timelines: 2 – 3 weeks, to be edited as needed per updates to the project

Cost: Fee Total: $1,480

Task 10: WRRSP Assistance

Description: FlatLand Resources will work with City of Piqua officials and Ohio EPA WRRSP program managers to help find a project sponsor. This will include meetings and conversations with all parties involved, including the sponsor municipality. Because of our ongoing relationship with the WRRSP program managers and knowledge of the program, we do not foresee this task being time consuming in nature.

Timeline: WRRSP Assistance: Ongoing throughout the project as needed

Cost: Fee Total: $1,700

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Maximum Possible Fee

Below is a table with a maximum fee schedule for each task item. The schedule includes six total in-stream structures and the associated surveys and legal descriptions (Task 4), and the FEMA CLOMR/LOMR (Task 7).

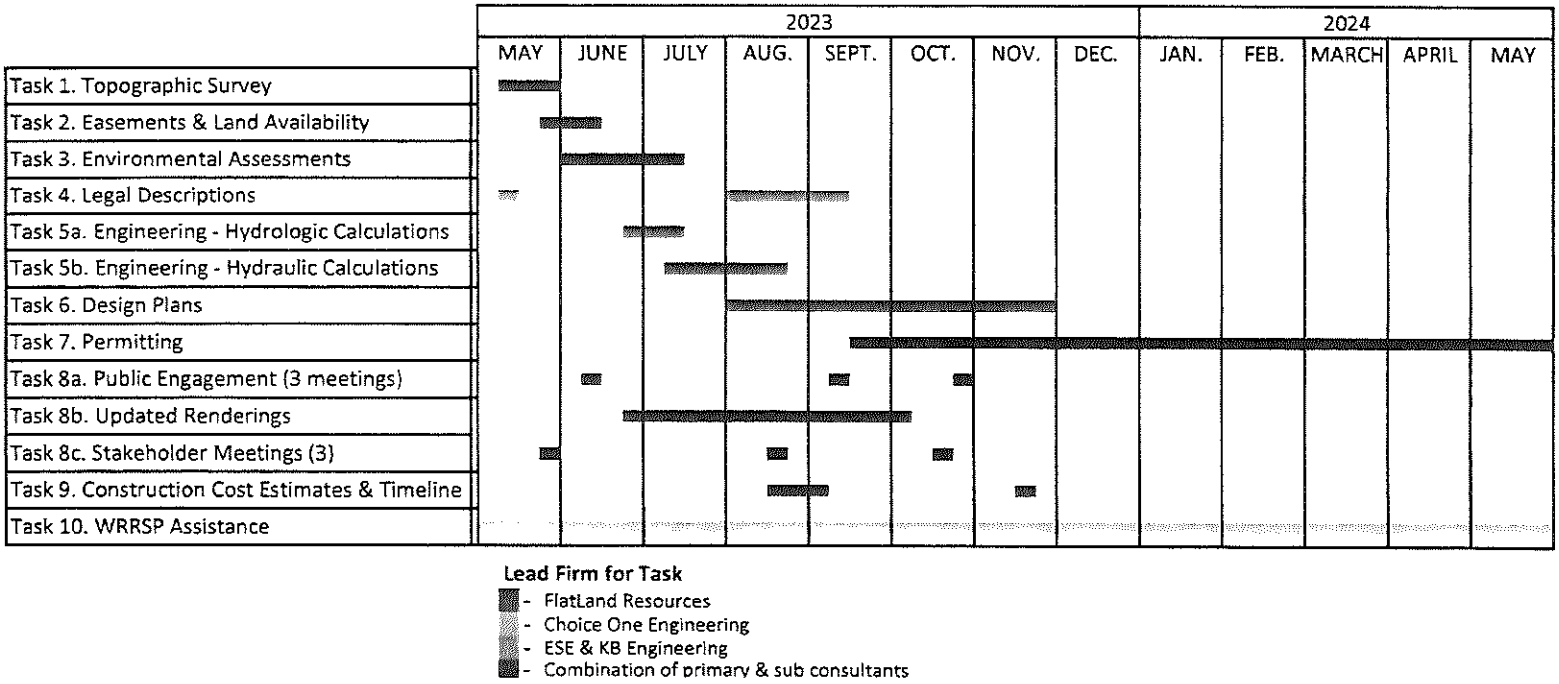
Task	Fee
Task 1. Topographic Survey & Processing	$ 10,770.00
Task 2. Easements & Land Availability	$ 1,980.00
Task 3. Environmental Assessments	$ 4,280.00
Task 4. Legal Descriptions (6 In-Stream Structures)	$ 19,850.00
Task 5. Engineering	$ 51,140.00
Task 6. Design Plans & Bid Documents	$ 76,440.00
Task 7. Permitting (Federal, State, & Local)	$ 11,170.00
Task 8. Public Engagement Meetings (3) + Stakeholder Meetings (3) + Graphics	$ 18,820.00
Task 9. Construction Cost Estimates & Timeline	$ 1,480.00
Task 10. WRRSP Assistance	$ 1,700.00
Fee Total	**$ 197,630.00**

Potential Unforeseen Costs

Permitting - FEMA CLOMR/LOMR	$ 42,120.00
Maximum Fee Total	**$ 239,750.00**

Timeline

Our timeline has been updated, as shown on the next page. The schedule is flexible to meet the needs of Piqua and its citizens. We also understand that there are limitations and requirements the city must meet with regards to WRRSP sponsorships and grant guidelines. We will work diligently to complete the project in a way all stakeholders are pleased.


2023
2024
MAY
JUNE
JULY
AUG.
SEPT.
OCT.
NOV.
DEC.
JAN.
FEB.
MARCH
APRIL
MAY
Task 1. Topographic Survey
Task 2. Easements & Land Availability
Task 3. Environmental Assessments
Task 4. Legal Descriptions
Task 5a. Engineering - Hydrologic Calculations
Task 5b. Engineering - Hydraulic Calculations
Task 6. Design Plans
Task 7. Permitting
Task 8a. Public Engagement (3 meetings)
Task 8b. Updated Renderings
Task 8c. Stakeholder Meetings (3)
Task 9. Construction Cost Estimates & Timeline
Task 10. WRRSP Assistance
Lead Firm for Task
- FlatLand Resources
- Choice One Engineering
- ESE & KB Engineering
- Combination of primary & sub consultants

City of PIQUA

Item # R-82-23

Commission Agenda Staff Report

MEETING DATE	June 6, 2023			
REPORT TITLE	A Resolution Authorizing an Agreement for Engineering Services for the Great Miami River Low Dam Removal and Modification Project			
SUBMITTED BY	Name & Title: Chris Schmiesing, Development Director			
	Department: Development			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager			
	☒ Power System Director		☒ Utilities Director	
	☒ Department Director			
BACKGROUND	The Great Miami River Low Dam Removal and Modification Project will complete the planning and engineering work necessary to advance the recommendations of the Great Miami River Low Dam Removal Feasibility Study previously completed. The scope of services is included with the resolution as an exhibit.			
BUDGETING AND FINANCIAL IMPACT	Budgeted $:	$300,000		
	Expenditure $:	$239,750 (includes contingency)		
	Source of Funds:	Power System $169,750 Water System $70,000		
	Narrative:	The requested amount includes a $42,120 contingency allowance for regulatory permitting items that may not be required; however, it will not be known if the items are required until the design work is completed. The scope of work also includes assistance with securing a funding source for the project, that if secured, may reimburse the cost of the planning and engineering services.		
OPTIONS	1.	Approve the resolution to authorize hiring the consultant to provide the necessary services.		
	2.	Do not approve the resolution to decline authorizing hiring the consultant.		
PROJECT TIMELINE	It is anticipated that the planning and engineering work will begin in June/July of 2023 and be completed by February/March of 2024.			

STAFF RECOMMENDATION	Approve the resolution to authorize the necessary consulting services.
REASON FOR SELECTING CONSULTANT/COMPANY	Preferred vendor following RFP and selection process
ATTACHMENTS	Scope of Work document (Exhibit A)

RESOLUTION NO. R-82-23

A RESOLUTION AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES FOR THE GREAT MIAMI RIVER LOW DAM REMOVAL AND MODIFICATION PROJECT

WHEREAS, the City of Piqua and US Fish and Wildlife Service have completed the Great Miami River Dam Removal Feasibility Study; and,

WHEREAS, the Great Miami River Dam Removal Feasibility Study recommends modifications to the Water System Intake Low Dam and removal of the Power Plant Low Dam; and,

WHEREAS, the Great Miami River Low Dam Removal and Modification Project will require planning and engineering services to prepare the bidding and construction documents necessary to execute the project; and,

WHEREAS, the Great Miami River Low Dam Removal and Modification Project - Scope of Work document, included herewith as "Exhibit A," describes the planning and engineering services to be provided by the consultant.

NOW THEREFORE, BE IT RESOLVED BY the Piqua City Commission, a majority of its members concurring that:

SEC. 1: The City Manager is hereby authorized to enter into an agreement for planning and engineering services as described in "Exhibit A" included herewith.

SEC. 2: The Finance Director has certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw from the appropriate account of the City treasury in payment according to the agreement terms, not exceeding a total of $239,750.00;

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

Cindy Pearson

CINDY PEARSON, MAYOR

PASSED: 6.6.2023

ATTEST: Melissa Kinney

MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Pearson	Yah
Commissioner Hinds	Yah
Commissioner Vetter	Yah
Commissioner Grissom	Yah
Commissioner Lee	Yah

I, the undersigned Clerk of the City Commission of the City of Piqua, Ohio do hereby certify that the above Resolution is a true, accurate and correct copy of Resolution No. R-82-23, passed by the Commission of the City of Piqua, Ohio, on the 6th day of June, 2023.

Melissa Kennedy
CLERK OF COMMISSION

FLATLAND RESOURCES
PO BOX 1293 - MUNCIE, INDIANA 47308
765.273.7044

SUPPLEMENTAL CONTRACT FOR
PROFESSIONAL SERVICES
Piqua Dam Removal & Modification Project

3/17/2025

Client:
City of Piqua
201 W. Water St.
Piqua, OH 45356

Project:
Piqua Dam Removal & Modification Project

Agents:
Kevin Krejny, Utilities Director, City of Piqua

Project Location and Limits:
The project is located in Miami County, Ohio, along the Great Miami River in Piqua.

Project Description:
This supplemental agreement is for additional professional services related to the dam removal/modification, known here on out as 'The Project'. The Project will include a dam removal, dam modification, and installation of constructed rifles, vanes arms, and various bank restoration techniques. This agreement is in reference to the original contract dated August 3rd, 2023, 'Contract for Design Engineering Services.'

The additional scope came about due to an increase in funding which thereby increased the project area restoration scope, increasing the required professional services to complete the project. This supplemental agreement includes additional planning, project management, engineering, modeling, and other professional services needed to successfully bid the project.

Scope of Services - The Project:
FLR will provide a team of professionally qualified personnel to complete the following services:

Task 1: Project Management

a. Act as the point of contact of The Project for the City of Piqua.
b. Manage design team and coordinate all sub-consultant work.
c. Prepare interlocal agreements that may be necessary to complete the project.
d. Coordinate with the utility companies on an as needed basis.
e. Process invoicing for the City of Piqua.
f. 90% & 100% project cost estimates.
g. Public engagement and up to one (1) public meeting presentation.

Cost: $11,380.00

Task 2: Design Development of Stairs Along Riverbank from Main St.

a. Conceptual stair alignment.
b. Preparation of stair plan and profile, and details.
c. Preparation of estimates of probable costs.
d. Deliverable: Stair design, build out, and specifications included in the bid document set.

Cost: $3,040.00

Task 3: Concept Design of Power Plant Dam Removal Landscape Area

a. Up to three (3) concept plans for the area between the old power plant and the river.
b. Collection of precedent imagery.
c. Coordination with City of Piqua representatives on best concept moving forward.
d. Magnitude cost estimates.
e. Deliverable: Digital file (.PDF) of the concept plans, precedence, and magnitude cost estimate.

Cost: $1,920.00

Task 4: Data Processing & Engineering Computations

a. Process additional survey data associated with the expanded restoration scope.
b. Process reference reach data and develop geomorphic characteristics of the Great Miami River to help inform design decisions.
c. Develop 2-D design hydraulic models utilizing proposed topography and in-stream structure geometry to iterate design conditions.
d. Compute stability analysis, fish passage, and recreational conditions to include the expanded restoration scope.
e. Deliverable: Digital files of the Hydraulic Design Report (.PDF) and the Hydraulic Model (.PRJ) submitted to the City of Piqua, and the MCD.

Cost: $24,150.00

Task 5: Regulatory Models

a. Develop a 1-dimensional hydraulic model for regulatory permitting inclusive of the expanded restoration scope. The base model for this task includes the (MCD) hydraulic model to evaluate the levee system and the FEMA effective model for regulatory flood zone analysis. These models will inform design in order to achieve a “no-impact” result for all river improvements and dam removal.
b. Deliverable: Digital files of the Flood Study Report (.PDF) and the Hydraulic Model(s) (.PRJ) submitted to City of Piqua, USACOE, MCD, and FEMA.

Cost: $63,250.00

Task 6: Construction Documents

a. Develop bid/final construction documents for the expanded restoration scope and dam removal and modification practices shown in the 60% plans.
b. Deliverable: Digital and print version of the final construction documents

Cost: $37,540.00

Task 7: Mussel Survey – Phase I

a. Complete a Phase I mussel survey of Great Miami River to include the expanded restoration areas.
b. Deliverable: A digital report of the mussel survey findings (.PDF) submitted to the permitting agencies (USACE, USFWS, ODNR)

Cost: $47,454.75

Task 7a: Mussel Survey – Phase II *(AS NEEDED)*

a. Complete a Phase II mussel survey of Great Miami River to include the expanded restoration areas as needed. This task would only be completed should our team find mussels within the project area based on the criteria listed in the 2025 Ohio Mussel Survey Protocol.
c. Deliverable: A digital report of the mussel survey findings (.PDF) submitted to the permitting agencies (USACE, USFWS, ODNR)

Cost: NTE $52,388.25

Task 8: SHPO/Historic Preservation Study

a. Complete a Cultural Desktop Review survey to determine the context and likelihood of known and probably culturally sensitive resources in the project area.
b. Complete a Historic Property Survey to determine the presence or absence of sensitive above-ground cultural resources and submit a report for the SHPO and other project stakeholders to review.
c. Provide information concerning Section 106 Documentation so that Flatland can complete environmental documentation.
d. Provide information necessary for Flatland, the SHPO, USFWS, and other project stakeholders to consult according to regulations as appropriate.
d. Deliverable: A digital report of the Historic Property Survey findings (.PDF) submitted to the permitting agencies (USACE, USFWS, ODNR)

Cost: NTE $17,905.50

Assumptions & Qualifications:

It is not anticipated that any soil borings, geotechnical analysis, hydrologic/hydraulic analyses, or any other additional services will need to be conducted to accurately design a successful project, keeping down the project costs. If, through our analysis or comment from the permitting agencies it is determined that additional work is needed beyond the project scope provided, FLR can complete these services. These services include but are not limited to:

- Wetland Delineations
- Geotechnical Investigations
- Construction Inspection
- Phase 1 or 2 Environmental review

Any of these services listed above can be provided by FlatLand Resources for an additional fee, agreed upon before a NTP is given and work begins.

Fee:

FLR will execute and implement the above-mentioned tasks for a total fee Not to Exceed:

$259,028.50

Two Hundred and Fifty-Nine Thousand and Twenty-Eight Dollars and 50/100

Project Management	$11,380.00
Design Development of Stairs	$3,040.00
Conceptual Design – Power Plant Dam Gathering Space	$1,920.00
Data Processing & Engineering Computations	$24,150.00
Regulatory Modeling	$63,250.00
Construction Documents	$37,540.00
Mussel Survey – Phase I	$47,454.75
Mussel Suevey – Phase II *(As Needed)*	$52,388.25
SHPO/Historic Preservation Study	$17,905.50
TOTAL:	**$259,028.50**

Acceptance:

_____

Paul Oberdorfer
City Manager
City of Piqua

_____

Phil Tevis
Member/Owner
FlatLand Resources, LLC

Payment:

FLR shall submit invoices once a month at a minimum to the Project Owner or the Owner's agent for services rendered during the previous calendar month.

The Project Owner or the Owner's Agent hereby agrees that payment will be made for the said Services within 30 days from Project Owner receiving payment from State Funding agency; and in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees regardless of whether legal action is initiated. The Project Owner or the Owner's Agent hereby acknowledges that unpaid invoices shall accrue interest at 10 percent per annum after they have been outstanding for over 60 days. FLR will reserve the right to suspend work if payments become delinquent. If work is suspended, services will not resume until payment is made in full, including related collection fees, attorney's fees, interest and late charges.

FLATLAND RESOURCES

FLATLAND RESOURCES
PO BOX 1293 - MUNCIE, INDIANA 47308
765.273.7044

STANDARD TERMS AND CONDITIONS

1. INVOICE AND PAYMENT PROCEDURES:
FlatLand (FLR) submit invoices, once a month, at a minimum, to the OWNER for Services accomplished during each calendar month. The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 10 percent per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety (90) days after the date of the invoice, FLR may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the OWNER's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred twenty (120) days after the date of the invoice, FLR may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, FLR shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall FLR be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will FLR have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless FLR and the Owner expressly agree otherwise in writing.

3. SUBSURFACE INVESTIGATION: FLR makes no representations concerning soil conditions unless specifically included in writing in this agreement, and FLR is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. AGENCY REVIEW: In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.

5. SURVEY STAKING: In the event that any staking is destroyed by an act of God or parties other than FLR, the cost of re-staking shall be paid for by OWNER as extra work.

6. MISCELLANEOUS EXPENSES: The OWNER shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

7. CHANGE OF SCOPE: The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by FLR and OWNER. FLR will promptly notify OWNER of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of change in scope.

8. SAFETY: FLR specifically disclaims any authority or responsibility for general job site safety and safety of persons other than FLR employees.

9. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by FLR for the specific purpose intended, shall be at OWNER's sole risk.

10. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by FLR is supplied for the general guidance of the OWNER only. Since FLR has no control over competitive bidding or market conditions, FLR cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to OWNER.

11. INSURANCE: FLR will maintain insurance coverage for Professional, Comprehensive General, Automobile and Employer's Liability in amounts mutually agreed upon by the parties. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include FLR as an additional insured on its policies relating to the Project. FLR coverages referenced above shall, in such case, be excess over Contractor's primary coverage.

12. INDEMNITY: To the fullest extent permitted by law, FLR shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of FLR or its employees.

13. LIMITATIONS OF LIABILITY: No employee of FLR shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, FLR's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, FLR's negligence, error, omissions, liability, or breach of contract shall not exceed the total Amount of the Agreement.

14. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state of Ohio.

15. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding FLR's performance under this Agreement shall expire one year after Project Completion.

17. OWNERSHIP OF WORK: It is understood that that the data and documents produced for, or in conjunction with, this project are wholly owned by the OWNER and shall be available to the OWNER, in the requested format, digital or hardcopy, for a period of five years after completion of the contract.

18. TERMINATION OF AGREEMENT: Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement for convenience and without cause. Upon such termination, Owner shall pay to FLR all amounts owing to FLR under this Agreement, for all work performed up to the effective date of termination including profit and expenses relating thereto.