

**REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, APRIL 18, 2023  
5:30 PM  
COMMISSION CHAMBER-2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADJOURNMENT TO EXECUTIVE SESSION**

**ROLL CALL**

**EXECUTIVE SESSION**

To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel

**ADJOURNMENT FROM EXECUTIVE SESSION**

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the Minutes from the April 4, 2023 Regular Commission Meeting.

**OLD BUSINESS**

2. **ORDINANCE NO. O-2-23 (3rd Reading)**

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. **ORDINANCE O-3-23 (3rd Reading)**

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

**NEW BUSINESS**

4. **RESOLUTION NO. R-59-23**

A resolution authorizing the City Manager to enter into a lease agreement with M&P Farms

5. **RESOLUTION NO. R-60-23**

A resolution authorizing the City Manager to enter into a lease agreement with the Piqua Lady Braves Softball Organization

6. **RESOLUTION NO. R-61-23**

A resolution authorizing the lease of city-owned real estate

7. **RESOLUTION NO. R-62-23**

A resolution authorizing participation in the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program

**PUBLIC COMMENT** (This is an opportunity for citizens to address the City Commission regarding agenda items, issues, or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.)

**CITY MANAGER'S REPORT**

**COMMISSIONERS COMMENT**

**ADJOURNMENT**

**REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, APRIL 4, 2023**

**CALL TO ORDER**

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

**ROLL CALL**

Mayor Pearson and Commissioners Grissom, Lee, and Vetter were present. A motion was made by Mayor Pearson to excuse Commissioner Hinds and seconded by Commissioner Lee. All were in favor and the motion was carried unanimously.

**ADJOURNMENT TO EXECUTIVE SESSION at 5:31**

A motion was made by Mayor Pearson to adjourn to Executive Session and seconded by Commissioner Lee. All were in favor and the motion was carried unanimously.

**ROLL CALL**

Mayor Pearson and Commissioners Grissom, Lee, and Vetter were present.

**EXECUTIVE SESSION**

To consider the purchase or sale of property for public purposes.

**ADJOURNMENT FROM EXECUTIVE SESSION at 5:59**

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

**PRESENTATION—GOLF COURSE / PATRICK KIRKLAND**

Patrick's presentation consisted of a background on himself, the changes made, and his future goals for the golf course. Patrick noted that special benefits were added to members, additional golf carts were added, and he hopes to add more food options and a golf simulator.

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

## **APPROVAL OF MINUTES**

Approval of the Minutes from the March 21, 2023, Regular Commission Meeting.

### **RESOLUTION NO. R-53-23**

A resolution appointing a member to the golf advisory board.

### **RESOLUTION NO. R-54-23**

A resolution appointing a member to the utility board.

### **RESOLUTION NO. R-58-23**

A resolution appointing a member to the park board.

A motion was made by Commissioner Lee to approve the Consent Agenda and Commissioner Vetter seconded the motion. Roll call was taken and all were in favor and the motion was carried unanimously.

Mayor Pearson named the members that were appointed to each board and thanked them for serving.

## **OLD BUSINESS**

### **ORDINANCE NO. O-1-23 (3<sup>rd</sup> Reading)**

An ordinance establishing the manner in which ordinances will be available for public inspection.

Introduction: Amy Welker said this resolution refers to the official publication of legislation on the City's website. Currently, legislation is published on the City's website page, and this resolution will make it the standard method.

Commissioners Comments: None

Public Comment: None

A motion was made by Mayor Pearson to approve Ordinance No. O-1-23 and seconded by Commissioner Grissom. Roll call was taken and all approved and Ordinance No. O-1-23 was approved.

### **ORDINANCE NO. O-2-23 (2<sup>nd</sup> Reading)**

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.

Introduction: Kyrsten French spoke on behalf of this ordinance stating this is a unified development code. Kyrsten French noted that the first reading of this ordinance was March 21<sup>st</sup> and the 3<sup>rd</sup> and final reading will be April 18, 2023.

Kyrsten French said that she has had a conversation with Mike Sherry and Josh Blackshire who both suggested that quarries are added to the list of restricted uses in the City of Piqua. Kyrsten asked for direction from the commissioners.

Commissioners Comments: Kris Lee said he would like to see quarries as a restricted item in the new code.

Public Comment: None

### **ORDINANCE O-3-23 (2<sup>nd</sup> Reading)**

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

Introduction: Kyrsten French provided a handout showing how Piqua is divided by different neighborhoods. The list was separated into those with HOA's and those without. Kyrsten said the HOA could restrict a neighborhood from having chickens regardless of what the code says. Neighborhoods that have alleys probably do not fall under an HOA and would allow for chickens.

Kyrsten gave a brief overview of the rules again saying there is a limit of 6 chickens, no roosters and a resident would be required to obtain a permit prior to having them.

Commissioners Comments: Commissioner Grissom asked how a person would find out what subdivision they live in because he has received a lot of questions. Kyrsten responded that they could find out by looking on a tax map.

Commissioner Lee said that he hears from residents that are in areas that would allow chickens and they are in favor of allowing it. Commissioner Lee said he feels residents who want them should have the opportunity.

Commissioner Vetter said he has received the opposite results. Out of the 50 or so residents he has heard from, only 2 are in favor of allowing chickens.

Commissioner Grissom mentioned that some people saw that the City of Piqua was considering chickens on TV, and he wants everyone to be aware that it has not been approved yet.

Public Comment: Gary Koenig said this could become a civil action and a neighbor would be able to sue another neighbor over chickens. He also pointed out that an odor issue would be reported to the Department of Health and other issues can be reported to the development department.

Tom Homan said if this ordinance passed, he would hope that neighbors would discuss with their neighbors before jumping into any legal action.

Pamela Hawes believes she lives in a neighborhood that she'd be allowed to have them. Pamela talked to her neighbors, and they don't care. Pamela said she always takes care of her yard.

Paige Stemen has done a lot of research on chickens, even calling the Ohio Department of Agriculture and talking to Dr. Shaw. Paige reported that there have been very few infectious diseases due to chickens. Paige wants the ability to have a healthy lifestyle.

## **NEW BUSINESS**

### **RESOLUTION NO. R-55-23**

A resolution authorizing the City Manager to enter into a lease agreement with the Piqua Youth Soccer Association

Introduction: Amy Welker noted that the city has leased the soccer fields to Piqua Youth Soccer Association for over 40 years. This resolution is a continuation for a 3-year term.

Commissioners Comments: Commissioner Grissom said he appreciates what the PYSA does for the youth in this community.

Public Comment: Kenny Deal thanked all the employees that have worked with him over the past few years. He is appreciative that Amy Welker has worked through their concerns with the soccer lease. He also mentioned that he has been working with Chris Boeke. Kenny said last year the city contracted the mowing out and this year he is really pleased with the straight lines and how professional it looks.

A motion was made by Commissioner Vetter to approve Resolution No. R-55-23 and seconded by Commissioner Lee. All approved and Resolution No. R-55-23 was approved.

### **RESOLUTION NO. R-56-23**

A resolution awarding a contract for the purchase of transformers for the Power System

Introduction: Ed Krieger said that there has been a supply issue and a rise in cost. Nothing is more critical than transformers, which are the small gray boxes you see on the poles. When the city went out to bid, the prices were 2-3 times higher than what they had been in the past. Ermco, a supplier that we used in the past, reached out to the city offering production slots at acceptable prices and delivery times so Ed is asking to award a contract to Ermco. The energy board has approved this purchase.

Commissioners Comments: Commissioner Grissom said he is proud of the energy board. Commissioner Vetter reminded everyone that the energy board meetings are open to the public and the sessions are very informative.

Public Comment: Thomas Homan asked how many transformers we have in inventory. Ed Krieger replied that is a big question because of all the sizes and types we keep on hand. Ed Krieger pointed out that what we have is adequate to serve our customers. Thomas Homan questioned if the city could possibly be in trouble without approval of this purchase. Ed Krieger replied the transformers are needed for a new housing development being established in Piqua and unanticipated storms.

Paige Stemen asked what the level of deterioration is, and Ed Krieger replied that transformers have a long-life expectancy but there are other things to consider such as storms. Paige asked if the city has a backup plan and mentioned that she was aware of the solar fields. Ed Krieger replied that this is the

reason he comes to commission with this request every year. He needs to have inventory for new businesses, storms, failures. Paige Steman said she commends him for that.

A motion was made by Mayor Pearson to approve Resolution No. R-56-23 and seconded by Commissioner Vetter. All approved and Resolution No. R-56-23 was approved.

### **RESOLUTION NO. R-57-23**

A resolution authorizing the City Manager to enter into an agreement with Cloudpoint Geospatial for GIS utility migration and data cleanup.

Introduction: Kelley Allen explained that this request is to migrate the data from the Geometric Network schema to the ESRI Enterprise environment. Kelley said most of the Underground Utility data is in the Geometric Network and it has reached the end of life and will no longer receive updates.

Commissioners Comments: Mayor Pearson confirmed that this agreement will enhance the new program we've built. Commissioner Vetter asked if this will be able to help with where people are leaving trash cans on the street and Amy Welker replied that the trash cans would be part of NISC. Commissioner Grissom asked when the public would have access to the GIS and Kelley said once we move everything into this new platform it opens all the public facing things that we want to show.

Public Comment: Thomas Homan asked if the city anticipates companies looking to move to Piqua will utilize this, and Kelley responded that she absolutely sees this.

A motion was made by Commissioner Lee to approve Resolution No. R-57-23 and seconded by Commissioner Grissom. All approved and Resolution No. R-57-23 was approved.

### **PUBLIC COMMENT**

Gary Koenig asked for the status of the wet spots on the hydraulic canal and an update on swift run. Paul Oberdorfer replied that repairs were done to the canal and when we're certain that it is okay, we'll put the gates back up. Kyrsten French responded that she is working with ODNR to see if swift run can be broken away. Kyrsten mentioned that it is a slow process, but we're focused on swift run lake. Gary Koenig suggests using life cycle cost analysis opposed to first cost. Commissioner Vetter said at least we are not being pressed for a date which is helpful. Kyrsten said there is a grant, which can be used toward this project, and it does have a timeline.

Thomas Homan asked for Kyrsten French's contact information to provide updates to the Utility Board. Mr. Homan also asked citizens to keep an eye out for bikers now that the weather is getting nicer.

Kyrsten French represented Bike Piqua and announced a Spring membership drive on April 20<sup>th</sup> at Crooked Handle. Kyrsten mentioned that paying the membership fee allows you to vote on a mural. Bike Piqua is the only chapter in the Miami Valley. Commissioner Grissom questioned if it was a ride and Kyrsten French said its more of a party.

Tyler Fonzie asked if there were plans to fill the potholes. Paul Oberdorfer responded that the hot mix operation does not open until the middle of April. Cold mix is only for emergency use.

### **CITY MANAGER'S REPORT**

Paul Oberdorfer gave a reminder to file your taxes. This year is an interim year for RITA, Regional Income Tax Agency, and it is going well. Paul also encouraged citizens to take advantage of the amnesty offered where fees and penalties are waived.

### **COMMISSIONERS' COMMENT**

Commissioner Lee – No Comments

Commissioner Vetter announced that a cleanup effort is planned for May 11 at Pittsenbarger Park. Amy Welker added that Buckeye Insurance is sponsoring this and allowing their employees to have a day out of the office to provide the cleanup. Amy said that Crane Pumps is allowing their employees to do the same at Mote Park.

Commissioner Vetter said that other parks may need help too. Bob Graeser will be organizing events for Arbor Day in late April.

Commissioner Grissom asked that citizens watch out for kids, as the warmer weather is here. Commissioner Grissom said that his family has had some difficulties over the past few weeks and his neighbors came out to check on them. He just wanted to thank everyone and appreciates how Piqua feels like a sense of community. That's why he loves Piqua.

Mayor Pearson appreciates all the volunteers and thinks all the Boards are full. Amy Welker spoke up and said there still needs to be a replacement for her position on the Miami County Board of Health.

Mayor Pearson also wanted to thank employees for assisting in the great lighting in the Commission Chambers. Mayor Pearson announced Dancing with the Stars put on by the Arts Council this Saturday at Romer's, Taste of the Arts May 12<sup>th</sup> and the Farmers Market May 25<sup>th</sup>. Lastly Mayor Pearson encouraged everyone to sign up for Smart Hub.

### **ADJOURNMENT at 7:10 pm**

A motion was made by Commissioner Lee to adjourn, and Commissioner Grissom seconded the motion. All approved and the motion was carried unanimously.

<b>MEETING DATE</b>	April 18, 2023			
<b>REPORT TITLE</b>	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			
<b>SUBMITTED BY</b>	Kyrsten French, City Planner			
	Development Department			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
	<input checked="" type="checkbox"/> Development Director		<input checked="" type="checkbox"/> Planning Commission	
	<input checked="" type="checkbox"/> Law Director			
<b>BACKGROUND</b>	<p>Code Piqua is a multiyear project culminating in the replacement of the existing land use and zoning provisions with a unified Development Code. Within the new Title XV: Development Code, all subdivision standards, floodplain regulations, historic preservation standards and zoning code can be found. The Development Code also adopts by reference the City of Piqua Standard Drawings and Design Criteria, the Ohio Commercial and Residential Building Codes, and the International Property Maintenance Code (which will reference the 2021 version, updating from the 2003 version). The Ohio building codes are kept and administered as they are currently with the Miami County Department of Development. The City of Piqua Standard Drawings and Design Criteria, and the International Property Maintenance Code are found on the City’s website.</p> <p>The new Development Code also contains new zoning districts and references a new zoning map. This can be found on the Geo Piqua web GIS. The GIS manager will host the official version of this map, which is maintained as a GIS file. Residents may self-serve to look up their zoning information or request verification.</p> <p>The new Development Code includes a new fee schedule. The fee schedule within the drafted Development Code is on the same order as what was adopted in 2022, with two differences – more categories for “minor” work are included so as not to burden residential home improvement projects with the same fee applied to the construction of a brand-new home. There is also a 3% annual fee increase automatically associated, rounding down to the nearest dollar increment.</p> <p>Within the new code, the City is encouraging walkable, mixed use development patterns within the traditional core of the city, additional beautification through new landscaping standards, and accessory dwelling units allowed in configurations appropriate to their contexts, which will allow residents to more easily accommodate</p>			

	<p>the needs of aging relatives. <a href="#">There are a variety of other topics addressed, which can be found here on the City's website.</a></p> <p>Residents should be aware that the City will require a permit for the construction of new fences, and the removal of trees from the right-of-way will require a permit and may require replacement if conditions are suitable for a street tree.</p> <p>Staff will provide information to residents through a new Citizens Guide and a topic-based social media campaign. Residents are, as always, free to call and email to request any assistance with understanding relative to a desired project.</p> <p>The Planning Commission recommended approval with a 5-0 vote.</p>	
<b>BUDGET/FINANCIAL IMPACT</b>	Budgeted \$:	\$0
	Expenditure \$:	\$0
<b>OPTIONS</b>	1.	Pass the ordinance to repeal and replace Title XV of the Code of Ordinances
	2.	Deny the ordinance and provide direction to staff
<b>PROJECT TIMELINE</b>	<p>March 14, 2023 – Planning Commission Recommendation</p> <p>March 21, 2023 – City Commission Ordinance First Reading</p> <p>April 4<sup>th</sup>, 2023 – City Commission Second Reading</p> <p>April 18<sup>th</sup>, 2023 – City Commission Third Reading</p> <p>April 19<sup>th</sup>, 2023 – If the ordinance passes, staff will accept applications for review to follow the new Development Code standards starting on the 19<sup>th</sup> as a courtesy. Applicants may continue to apply under the former zoning code standards if they choose to until the new code's effective date.</p> <p>May 18<sup>th</sup>, 2023 – The new Development Code becomes effective. This is the earliest time staff may issue permits following the new Development Code standards, and new applications may no longer opt to apply under the former zoning code standards.</p>	
<b>STAFF RECOMMENDATION</b>	Approve the proposed ordinance.	
<b>ATTACHMENTS</b>	One copy (in print) provided of the full Exhibit A of the Development Code, paper representations of the Development Code's associated zoning map as drafted	

**ORDINANCE NO. 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**

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

SEC. 1: Title XV: Land Usage of the Piqua Code of Ordinances is hereby repealed and Title XV: Development Code is adopted as its replacement, to include all content described within Exhibit A.

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

1<sup>st</sup> Reading—3/21/2023

2<sup>nd</sup> Reading—4/4/2023

3<sup>rd</sup> Reading—4/18/2023

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_

Commissioner Jim Vetter \_\_\_\_\_

Commissioner Kris Lee \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_

Commissioner Kathryn Hinds \_\_\_\_\_

This is a portion of Exhibit A. The full text of the Development Code draft and associated zoning map can be found at the City's website: <https://piquaoh.gov/550/Code-Piqua>

# CITY OF PIQUA DEVELOPMENT CODE



Image Credit: Michael Watkins Architects

# DRAFT

March 3, 2023

# CONTENTS

- ARTICLE 1. GENERAL PROVISIONS. . . . . 1-1**
  - Div. 1.1. Legal Requirements . . . . . 1-2
  
- ARTICLE 2. ZONING DISTRICTS . . . . . 1-10**
  - Div. 2.1. Districts Established . . . . . 2-2
  - Div. 2.2. Zoning Map . . . . . 2-3
  - Div. 2.3. Suburban Neighborhood Districts . . . . . 2-4
  - Div. 2.4. Suburban Mixed Use Districts. . . . . 2-10
  - Div. 2.5. Traditional Districts . . . . . 2-14
  - Div. 2.6. Downtown Districts . . . . . 2-28
  - Div. 2.7. Special Districts. . . . . 2-34
  - Div. 2.8. Overlay Districts . . . . . 2-40
  - Div. 2.9. Interpretation. . . . . 2-44
  
- ARTICLE 3. USE STANDARDS . . . . . 3-1**
  - Div. 3.1. Use Classification. . . . . 3-3
  - Div. 3.2. Use Table . . . . . 3-5
  - Div. 3.3. Residential Uses . . . . . 3-8
  - Div. 3.4. Public Uses . . . . . 3-11
  - Div. 3.5. Commercial Uses. . . . . 3-16
  - Div. 3.6. Industrial Uses . . . . . 3-28
  - Div. 3.7. Accessory Uses . . . . . 3-33
  - Div. 3.8. Temporary Uses . . . . . 3-51
  
- ARTICLE 4. DEVELOPMENT STANDARDS . . . . . 4-1**
  - Div. 4.1. Building . . . . . 4-3
  - Div. 4.2. Parking and Access . . . . . 4-32
  - Div. 4.3. Landscaping, Transitions, Screening. . . . . 4-54
  - Div. 4.4. Sight Triangle . . . . . 4-82
  - Div. 4.5. Lighting . . . . . 4-83
  - Div. 4.6. Utility Connection . . . . . 4-87
  - Div. 4.7. Signs . . . . . 4-89

<b>ARTICLE 5. ENVIRONMENTAL PROTECTION.</b>	<b>5-1</b>
Div. 5.1. Watershed Protection	5-3
Div. 5.2. Tree Preservation	5-8
Div. 5.3. Stormwater Management	5-13
Div. 5.4. Erosion and Sediment Control	5-15
Div. 5.5. Floodplain Management	5-16
<b>ARTICLE 6. SUBDIVISIONS &amp; STREETS</b>	<b>6-1</b>
Div. 6.1. Intent	6-2
Div. 6.2. Annexation	6-3
Div. 6.3. Subdivision	6-5
Div. 6.4. Streets and Public Right-of-Way	6-9
<b>ARTICLE 7. ADMINISTRATION.</b>	<b>7-1</b>
Div. 7.1. Review Authority	7-2
Div. 7.2. Development Review	7-6
Div. 7.3. Nonconformities	7-41
Div. 7.4. Review Fees	7-45
Div. 7.5. Violations & Enforcement	7-47
<b>ARTICLE 8. DEFINITIONS</b>	<b>8-1</b>
Div. 8.1. Abbreviations	8-2
Div. 8.2. Defined Terms	8-2

# ARTICLE 1.

# GENERAL PROVISIONS

<b>DIV. 1.1. LEGAL REQUIREMENTS . . . . .</b>	<b>1-2</b>
1.1.1. Introduction . . . . .	1-2
1.1.2. Title . . . . .	1-2
1.1.3. Effective Date . . . . .	1-2
1.1.4. Purpose . . . . .	1-2
1.1.5. Intent. . . . .	1-2
1.1.6. Authority . . . . .	1-3
1.1.7. Application. . . . .	1-3
1.1.8. Transitional Provisions . . . . .	1-5
1.1.9. Codes Adopted by Reference . . . . .	1-6
1.1.10. Permissive or Imperative Language . . . . .	1-8
1.1.11. Listed References . . . . .	1-8

# Div. 1.1. Legal Requirements

## 1.1.1. Introduction

The following districts and standards were designed to preserve existing neighborhoods while promoting predictable urban development that aligns with the vision and policies in the *Plan It Piqua Comprehensive Plan*. This Development Code defines a vision for growth that strives for a balance between maintaining the quality of existing neighborhoods and creating urban, mixed-use, walkable, neighborhood-friendly development that contributes to a high quality public realm.

## 1.1.2. Title

This document is the Piqua Development Code and is referred to or cited throughout this document as "this Development Code."

## 1.1.3. Effective Date

This Development Code was adopted on April 18th, 2023 and became effective on May 18, 2023.

## 1.1.4. Purpose

- A. This Development Code is intended to guide the future growth of the City of Piqua in alignment with the vision set forth by the *Plan It Piqua Comprehensive Plan*, the *City of Piqua Strategic Plan*, the *City of Piqua Transportation Plan*, and other adopted area plans.
- B. This Development Code was developed to help foster more predictable results and a higher-quality public realm by prescribing the physical form of buildings and addressing the relationship between building facades and the public realm, the form and mass of buildings in relation to one another and the scale and types of streets and blocks.

## 1.1.5. Intent

- A. This Development Code is intended to balance conservation and development by:
  - 1. ensuring conservation of land and natural resources;
  - 2. promoting the preservation and enhancement of the city's tree canopy;
  - 3. guiding reinvestment in established neighborhoods that preserves and reinforces their unique characteristics;
  - 4. promoting development along key corridors that enhance their function as mixed-use, walkable centers that serve surrounding residential neighborhoods;
  - 5. providing standards for compatible transitions of use, building scale, and height between existing and new development; and

6. providing clear and consistent procedures for appropriate and effective public involvement in land use and development decisions.
- B. This Development Code is intended to achieve design excellence in the built environment by:
1. providing building and site design standards that address the public aspects of private development and how building form, placement, and uses contribute to the quality of the public realm;
  2. providing parking and access standards that appropriately balance pedestrian and vehicular needs and result in safe pedestrian environments of the highest quality; and
  3. promoting quality landscape and building design that advance the function and beauty of Piqua.
- C. This Development Code is intended to guide the City's prosperous and sustainable future by:
1. providing clear regulations and processes that result in predictable, efficient, and coordinated development review;
  2. promoting conservation of land, energy, and natural resources;
  3. promoting sustainable building and site design practices;
  4. promoting diverse housing options along the city's major corridors and within its nodes; and
  5. providing standards for interconnected streets and development patterns that support all modes of travel (walking, ADA modes of travel, bicycling, public transit, driving).

### 1.1.6. Authority

This Development Code is adopted under the authority of the *Piqua City Charter*.

### 1.1.7. Application

#### A. Territorial Application

This Development Code applies to all land, uses, buildings and structures within the corporate boundaries of the City of Piqua.

#### B. General Application

In their interpretation and application, the provisions of this Development Code are the minimum requirements for the promotion and protection of the public health, safety and welfare.

#### C. Required Conformance

All buildings, structures or land, in whole or in part, must be used or occupied in conformance with this Development Code. All buildings or structures, and improvements or alterations of land, in whole or in part, must be erected, constructed, moved, enlarged or structurally altered in conformance with this Development Code.

#### **D. Control Over Less Restrictive Private Agreements**

This Development Code does not nullify any private agreement or covenant. However, where this Development Code is more restrictive than a private agreement or covenant, this Development Code controls. The City will not enforce any private agreement or covenant except those made in relation to the standards of this Development Code or earlier codified standards.

#### **E. Control Over Less Restrictive Laws and Regulations**

If any condition or requirement imposed by this Development Code is more restrictive than a condition or requirement imposed by any other law, rule or regulation of any kind, the more restrictive condition or requirement governs.

#### **F. Conflicting Provisions**

If any condition or requirement imposed by this Development Code contains an actual, implied or apparent conflict, the more restrictive condition or requirement controls.

#### **G. References to Other Laws**

Whenever a provision of this Development Code refers to any other part of the *City of Piqua Code of Ordinances* or to any other law, the reference applies to any subsequent amendment of that law.

#### **H. Text and Graphics**

Illustrations, photographs and graphics are included in this Development Code to illustrate the intent and requirement of the text. In the case of a conflict between the text of this Development Code and any illustrations, the text governs.

#### **I. Severability**

If any section, paragraph, subdivision, clause, sentence or provision of this Development Code is adjudged by any court of competent jurisdiction to be invalid, that judgment does not affect, impair, invalidate or nullify the remainder of this Development Code. The effect of the judgment is confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which judgment or decree was rendered.

#### **J. Separability**

If for any reason any one or more sections, sentences, clauses or parts of this Development Code are held invalid, the judgment does not affect, impair, or invalidate the remaining provisions of this Development Code, but is confined in its operation to the specific section, sentence, clause, or part of this Development Code held invalid. The invalidity of any section, sentence, clause, or part of this Development Code in any one or more instances does not attest or prejudice in any way the validity of this Development Code in any other instance.

## 1.1.8. Transitional Provisions

### A. Existing Applications and Permits

1. Any subdivision or other project for which a valid and complete application for a development permit was received prior to the effective date of this Development Code remains valid and, at the developer's option, may proceed to completion and development permits may be issued under the regulations of the City of Piqua in place immediately prior to the effective date of this Development Code, provided that the development permit is or can be issued within 30 calendar days of this Development Code's effective date and all time frames associated with the permit are observed.
2. Any project for which a development permit cannot be issued within 30 calendar days from the effective date of this Development Code must proceed in accordance with these development regulations.
3. Modifications will be granted by the Development Director as necessary and appropriate where full compliance is not feasible or cannot reasonably be achieved because of the stage of development, limitations imposed by the site, or design parameters.

### B. Development Permit

This Development Code applies to any development permit for which an application is received after the effective date of this Development Code.

### C. Previous Approvals

Nothing in this Development Code should be construed to affect the validity of any building permit, zoning permit, sign permit or other similar permit lawfully issued prior to the effective date of this Development Code.

### D. Planned Unit Developments

Planned Unit Developments with prior approved master plans or recorded plats may continue to develop to fulfill those plans. Where this adopted code refers to a standard not addressed by the master plan, the standards of this adopted code must be applied.

### E. Prior Conditions of Approval

The adoption of an *Official Zoning Map* implementing this Development Code will remove all prior conditions of approval, with the exception of any provision in an approved condition or site plan pertaining to an authorized Special Use or variance. Relief from any prior rezoning condition of approval must be granted through the Planning Commission.

## 1.1.9. Codes Adopted by Reference

### A. Ohio Building and Residential Codes

*Ohio Administrative Code Chapter 4101:1*, also known as the *Ohio Building Code*, is adopted by reference. *Ohio Administrative Code Chapter 4101:8*, also known as the *Ohio Residential Code* is also adopted by reference. The purpose of these codes is to provide minimum standards for construction to ensure safety, accessibility, and long-term durability of buildings and their component parts.

1. A copy of the *Ohio Building Code* may be found online or by visiting the Miami County Department of Development.
2. The Miami County Department of Development administers the application of the *Ohio Building Code* and *Ohio Residential Code* and should be contacted for building permits and Certificates of Occupancy.
3. The *Ohio Fire Code* is also adopted by reference. Additional codes administered pertaining to specific subject matters of construction, including but not limited to fire alarms, sprinkler systems, energy conservation, mechanical and plumbing, and accessibility, are adopted by the *Ohio Building Code* and *Ohio Residential Code* are as such adopted by reference by this Development Code.

### B. International Property Maintenance Code

#### 1. Adoption Provisions

The *International Property Maintenance Code, 2021 Edition*, published by the International Code Council (ICC) is adopted by reference, with the edits and additions listed in this section.

- a. The purpose of this code is to protect public health, life safety, aesthetics and property values, and to ensure that land in Piqua is being utilized by well-maintained, usable and functional spaces. The Property Maintenance Code also ensures that occupants can continually experience a space that meets their basic human needs for light, ventilation, heating, sanitation, shelter from the elements, and safety from fire and other hazards.
- b. The Development Director administers the *International Property Maintenance Code*.
- c. The Board of Zoning Appeals is authorized to hear cases of appeal from enforcement of the Property Maintenance Code. All provisions of the *International Property Maintenance Code* related to the hearing of appeal cases and the composition of the Board of Zoning Appeals are not adopted. Instead, these rules of conduct can be found in *Article 7* of this Development Code.
- d. Sections 103.2, 103.5, 106.3, 106.4 are removed. These sections pertain to fees and enforcement of violation. These rules can be found in *Article 7* of this Development Code.
- e. To augment Section 302.9. Graffiti must be removed within 72 hours of its application. The property owner is responsible for removal of the graffiti, but may take appropriate civil action to seek damages from those that vandalized their property.

- f. Section 302.4 Weeds. Premises and exterior property must be maintained free from weeds or plant growth in excess of 8 inches. Allowing the growth of invasive species over any property line. Plants grown on properties should maintain an appearance of cultivation. A gardener's grouping like plant species together, keeping plants contained to defined garden beds, and removal of dead plant materials all help to indicated that an area is cultivated rather than unmaintained. Plants should not be allowed to grow to encapsulate a structure and prevent its regular maintenance.
- g. Section 302.9 Defacement of property. "Graffiti" is here defined as any of the following or similar:
  - i. Defacement of another's property with markings or paint that was unauthorized by the owner or otherwise illegal;
  - ii. Marking of one's own property in a location that is visible to the public or to neighbors that is not permitted by the sign code; or
  - iii. Marking of any property or placement of temporary signage or spray paint that is meant to antagonize, harass, or threaten the viewer.
- h. Section 304.7 Drainage. "Adequate" roof drainage is here defined as possessing gutters or alternate approved collection system that directs water to appropriate outflow locations. Outflow of water may be conducted through downspouts or with other Low Impact Development (LID) recommended methods, such as rain chains. Water must be directed onto the subject lot and adequately slowed to prevent erosion. Buildings 200 SF and under are exempt from needing a gutter system.
- i. Section 304.14 Screens. The period time requiring insect screens is April 15 to October 15.
- j. Section 602.3 Heat Supply. This period of time when heat supply must be available is October 15 to April 15.

## 2. **Additional Maintenance Standards Adopted**

- a. Private stormwater infrastructure is the maintenance responsibility of the property owner or owners in common. No stormwater pond or other body of water may be allowed to stagnate and form algae or bacteria that emits an unattractive odor. Private catch basins and pipes will be kept clear of all debris.
- b. Parking lots must be maintained in good condition at all times, with working lighting, clearly visible striping that is refreshed periodically, and a smooth, drivable surface free from pot holes. Traffic control signage should be maintained at all times in their proper positions.
- c. Additional maintenance standards for plants and landscaping can be found in §4.3.9.
- d. Existing nonstandard gravel used for parking surfaces may remain on a lot and be refreshed by additional gravel if landscaping timbers or another border material is added to contain it,

Enlargement of nonstandard gravel pads is not allowed. Gravel must not be allowed to travel into the right-of-way or onto neighboring properties.

- e. Obscenities including but not limited to graphic display of images containing genitalia, scenes depicting sexual acts, violence, and digestive and other bodily fluids are considered unlawful and must be removed upon notification from the enforcing official. This standard applies for any image facing or visible from the public right-of-way or any neighboring property.

### **C. City of Piqua Design Criteria and Standard Drawings**

The City of Piqua Design Criteria and Standard Drawings are adopted by reference. The purpose of these criteria and standard drawings is to provide further details on required engineering design and materials for construction. These criteria also provide further instruction on informational requirements given a wide variety of possible construction goals and site conditions. Copies of the City of Piqua Design Criteria and Standard Drawings are made available through the Development Department.

#### **1.1.10. Permissive or Imperative Language**

Within this Development Code, the following clarifications are provided for these words:

- A. "May" is to be read as permissive and optional.
- B. "May not" is to be read as not permitted, and is not optional.
- C. "Must," and certain senses of "will," such as "will provide" or "will guarantee," are imperatives, and are not optional to the subject referred to. For example, "the developer will provide x" is an imperative for the developer to provide x.

#### **1.1.11. Listed References**

Within this Development Code, citations to other portions of the code are added to aid with navigation through the text. In some cases, the code may lack a citation to standards that are relevant to a particular project. Any absence of a citation should not be interpreted as the inapplicability of a standard. Instead, the body of text provides the relevant direction on application of standards. If a citation appears to be in error, the body of text should confirm the relevant standard or subject matter to reference.

This is a portion of Exhibit A. The full text of the Development Code draft and associated zoning map can be found at the City's website: <https://piquaoh.gov/550/Code-Piqua>

<b>MEETING DATE</b>	April 18, 2023		
<b>REPORT TITLE</b>	An Ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens		
<b>SUBMITTED BY</b>	Kyrsten French, City Planner		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
	<input checked="" type="checkbox"/> Development Director		<input checked="" type="checkbox"/> Planning Commission
	<input checked="" type="checkbox"/> Law Director		
<b>BACKGROUND</b>	<p>Due to community interest in raising backyard chickens, staff has drafted standards to accommodate backyard chickens. Currently, only residents with more than 5 acres can keep poultry. This code amendment contains a list of standards for the keeping of chickens, a maximum number of chickens (6), a continued prohibition for roosters, and a set of detailed standards for required coop and run enclosures and their inspection, as well as standards on how chickens must be cared for. Standards include a requirement to provide a fence and landscaped screening from adjacent properties and the public right-of-way for coops, and a minimum of 30' of spacing between a coop and a neighboring property.</p> <p>Development Department staff would conduct a review of all proposed enclosures for compliance and issue a permit for their construction where they meet adopted standards. Prior to the purchase of chickens, this enclosure must pass inspection. Upon receipt of written complaints, or as much as once annually, code enforcement staff may inspect the enclosures for compliance. Owners who are out of compliance with the standards must come into compliance or may face enforcement to remove their enclosures/chickens.</p> <p>A first draft of standards went before the Planning Commission on February 14<sup>th</sup>, and substantial feedback was given by some Planning Commissioners to include provisions for the welfare of the chickens, to make contact with the Miami County Health Department for advice, and to revise the standards accordingly. On March 14<sup>th</sup>, the Planning Commission recommended approval of the ordinance as drafted by a 3-2 vote.</p> <p>Staff will continue to work on a GIS layer representing a subdivision map for residents to look up their subdivision plats and all associated restricted covenants. Residents</p>		

	<p>should be aware that Homeowners Associations and neighbors within a subdivision can enforce any deed restriction that prevents keeping of chickens, though the City does not enforce these provisions. These restrictions are most likely to be found in subdivisions platted after 1960, which includes Arrowhead, Deerfield, Park Ridge, Eagle's Nest, Candlewood, Landin Park, Indian Ridge, among others.</p>	
<b>BUDGET/FINANCIAL IMPACT</b>	Budgeted \$:	\$0
	Expenditure \$:	\$0
<b>OPTIONS</b>	1.	Pass the ordinance to allow backyard chickens
	2.	Deny the ordinance to leave Chapter 90: Animals as-is
<b>PROJECT TIMELINE</b>	<p>March 14, 2023 – Planning Commission Recommendation  March 21, 2023 – City Commission Ordinance First Reading  April 4<sup>th</sup>, 2023 – City Commission Second Reading  April 18<sup>th</sup>, 2023 – City Commission Third Reading</p>	
<b>STAFF RECOMMENDATION</b>	Approve the proposed ordinance.	
<b>ATTACHMENTS</b>	Exhibit A	

**ORDINANCE NO. O-3-23**

**AN ORDINANCE TO ADOPT REVISIONS OF CHAPTER 90: ANIMALS TO PERMIT BACKYARD CHICKENS**

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

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

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

1<sup>st</sup> Reading—3/21/2023

2<sup>nd</sup> Reading—4/4/2023

3<sup>rd</sup> Reading—4/18/2023

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_

Commissioner Jim Vetter \_\_\_\_\_

Commissioner Kris Lee \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_

Commissioner Kathryn Hinds \_\_\_\_\_

## Exhibit A

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

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

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

('97 Code, § 91.03)

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

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

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

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

### ~~§ 90.05 NUISANCE CONDITIONS. PROHIBITED LIVESTOCK ANIMALS~~

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

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

~~('97 Code, § 91.06)~~

~~—(B) (A) (1) It shall be unlawful and considered a public nuisance for any person to own, keep, harbor or maintain any agricultural animal~~ restricted agricultural animal on any parcel of land less than five acres in size or within ~~1,000~~ 300 feet of any residence other than his or her own.

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

## Exhibit A

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

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

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

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

#### (A) Rabbits.

- (1) Any person, persons, firm, or corporation who owns, keeps or harbors three or more rabbits on any premises within the corporation limits of the city must keep ~~the same~~ these rabbits in a building or structure used exclusively for that purpose, ~~and which~~ The building or structure is subject to the following standards:
- a. The building or structure shall be located 75 feet or more from any other building, house, or structure which is used for human occupancy or habitation, or where food is sold, served, or otherwise handled.
  - b. The building or structure must have a ceiling of not less than seven feet in height from the floor, at any point, with sufficient windows and opening to furnish light to all points of the building or structure.
  - c. Ventilation shall be sufficient so as to furnish ~~six~~ 6 complete changes of air per hour, and all openings must be fully screened so as to keep out flies and other insects.
  - d. The floor of the building or structure must be of concrete and free from flaws or cracks, and graded and sloped so that the floor will properly drain to a floor drain, which is to be connected to a sanitary sewer and vented.
  - e. The foundation of the building or structure must be of a height of not less than ~~six~~ 6 inches above the floor level, or have a cement baseboard at lease ~~six~~ 6 inches in height.
  - f. The hutches, cages, or pens in which the rabbits are kept or harbored must be at least 16 inches in height, 30 inches in width, and 40 inches long.

## Exhibit A

- g. Hutches, cages, or pens shall not be placed or erected on top of each other over three hutches in height.
  - h. Hutches may have a steel or wood frame. The top and sides must be covered with galvanized wire netting and a -inch mesh galvanized wire floor, with a watertight galvanized iron drip pan of not less than 16-gauge, and shall be large and sufficient enough to catch all drippings and waste. The drip pans shall be at least ~~one~~ 1 inch deep and placed ~~two~~ 2 or more inches under each floor of each hutch, and arranged, built, and erected so that the pans can be taken out for cleaning and flushing.
  - i. The hutches must be erected so that they will stand away from any wall, and have an aisle of at least ~~four~~ 4 feet in width between each row. ~~the rows of same.~~
  - j. The hutches must also have a proper feed rack and chaff pan ~~for same~~, but they must be built and erected double, end to end, so one rack and pan can provide for both hutches. Drip pans and floor must be washed, flushed, and disinfected every day from April 1 to October 30, inclusive, of each year, and for the balance of each year the drip pans and floor must be washed, flushed, and disinfected at least every other day.
  - k. The waste and manure must be kept in tight metal containers with tight and well-fitting lids and disposed of at reasonable intervals. The floor of the building or structure shall be kept free from all obstructions at all times so that it can be easily and readily flushed.
- ~~(2) Each hutch, cage, or pen shall contain at any one time not more than one rabbit over six months of age except a doe and litter until the litter reaches six weeks of age. A permit must be obtained by the Development Director prior to the keeping of 3 or more rabbits and corresponding construction of a building or structure.~~

### (B) Chickens.

- (1) Person(s) dwelling in a single-unit residential property less than 5 acres may raise up to 6 chickens at their residence.
- (2) No roosters may be raised or kept on the property.
- (3) No slaughter of chickens may take place on the property.
- (4) Prior to keeping chickens or constructing any structure, a permit shall be obtained from the Development Director.
- (5) The property must have the minimum dimensions required to fulfill the standards of this section.
- (6) Chickens must be provided with an elevated, covered chicken coop, and an attached chicken run, and the chickens must be kept in this enclosure. The construction of this enclosure must protect the chickens from the elements and from predators. The enclosure must meet the following standards:

## Exhibit A

- a. Enclosures used for the keeping of chickens are allowed in the rear yard only. See Title XV: Development Code for yard definitions.
  - b. All enclosures must be located a minimum of 10 feet from any property line and may be no closer than 30 feet from any adjacent residential structure designed for human occupancy.
  - c. All enclosures must meet all other minimum siting standards for accessory structures, see Title XV: Development Code for accessory structure standards.
  - d. No enclosure may be located within a Riparian Buffer or Riparian Setback (within 100 feet of the bank slope of a stream or designated body of water). See Title XV: Development Code.
  - e. No enclosure may be located within 50 feet of an active drinking well.
  - f. Coops must have a minimum of 4 square feet per chicken.
  - g. The coop must be elevated at least 18 inches off the ground.
  - h. The coop and associated run must not exceed 8 feet in height.
  - i. All sides of the coop and run open to the air must be secured with a hardwire mesh or similar siding that is of a strength and is secured in a manner that will prevent the incursion of predators.
  - j. Chicken runs must have a hardwire mesh or similar material installed around the outer base of its walls of at least 2 feet deep to prevent the incursion of predators by digging.
  - k. Coops must be designed with egg-laying stations and an easily accessible lid to remove eggs.
  - l. All openings to enclosures must be secured by a predator-proof latch.
  - m. Enclosures must have a solid visual barrier surrounding them, such as an opaque privacy fence 6 feet in height and mature landscape screening, to meet the Moderate Impact landscaping screen specifications of Title XV: Development Code. Enclosures shall be screened in a manner so the structure is not visible from the public right-of-way or any adjoining properties from the ground.
  - n. Enclosures must be cleaned at least once every 7 days.
- (7) Chickens must be provided with adequate food, water, and shelter, and must be protected from extreme temperatures and other environmental hazards.
  - (8) Any sick or injured chickens must be promptly isolated and/or treated.
  - (9) The use of antibiotics or other medications must comply with relevant regulations and guidelines.
  - (10) All enclosures for raising chickens must be constructed and maintained to prevent infestation of rodents or pests.
  - (11) Eggs must be collected daily from coops.
  - (12) All feed and other items associated with the raising of chickens must be protected to prevent rodents and pests from gaining access or coming into

## Exhibit A

contact with them by being stored in rodent-proof containers. Storage containers shall be subject to the same location, setback and screening requirements as the enclosures.

- (13) Waste associated with raising chickens must be disposed of by being bagged and removed from the premises by a trash collection service not less than once per week.
- (14) All owners must be provided with a pamphlet describing disease prevention measures, and must be responsible for educating the members of their household on those measures.
- (15) The Development Director may inspect any enclosure as often as once annually, or upon submission of a written complaint by any neighbor. Where an owner has not come into compliance within a reasonable timeframe, the Director is authorized to cause the removal of any enclosure and the chickens of any owner creating a nuisance to neighbors through lack of proper care and maintenance, or a that exceeds the limitations of this section.

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

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

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

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

~~(‘97 Code, § 91.18) Penalty, see § 90.09~~

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

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	April 18, 2023	
<b>REPORT TITLE</b>	A Resolution authorizing the City Manager to enter into a lease agreement with M&P Farms of Piqua, Ohio	
<b>SUBMITTED BY</b>	Name & Title: Amy Welker, Assistant City Manager	
	Department: Environmental & Recreation Services	
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Asst. City Manager
	<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director	
<b>BACKGROUND</b>	The garden space at Pitsenbarger Park was slated to sit dormant for 2023. M&P Farms has asked to lease the space as an incubator project for a new business venture. This opportunity will allow the space to be used in 2023 and limit the need to spend city resources to maintain the area.	
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	<b>Narrative:</b>	
<b>OPTIONS</b>	1.	Approve the Resolution to lease the Community Garden to M&P Farms of Piqua, Ohio.
	2.	Do not approve the Resolution.
<b>PROJECT TIMELINE</b>	April through December 2023	
<b>STAFF RECOMMENDATION</b>	Approve the Resolution to lease the Community Garden to M&P Farms of Piqua, Ohio	
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A	
<b>ATTACHMENTS</b>	Exhibit A - Lease Agreement	

**RESOLUTION NO. R-59-23**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH M&P FARMS**

WHEREAS, the M&P Farms desires to operate a garden space in the community; and

WHEREAS, the City desires to lease the garden space at Pitsenbarger Park to M&P Farms.

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

SECTION 1. The City Manager is hereby authorized to enter into a lease in substantially the same form as attached Exhibit A with M&P Farms for the use of the garden space at Pitsenbarger Park.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Cindy Pearson	_____
Commissioner Kris Lee	_____
Commissioner Jim Vetter	_____
Commissioner Chris Grissom	_____
Commissioner Kathryn Hinds	_____

## **LEASE BETWEEN THE CITY OF PIQUA AND M&P FARMS**

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein after stipulated to be paid and performed by M&P Farms of Piqua, Ohio, the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises described as the fenced-in portion known as the Garden Space at the Pitsenbarger Sports Complex located at 1421 South Street, Piqua, Ohio, 45356.

To have to hold the same with the appurtenances, unto the said Lessee for and during a term of Nine (9) months from the first day of April 2023, until the last day of December 2023.

Yielding and paying therefore, during the term aforesaid, the yearly rent of Ten Dollars (\$10.00) payable in advance, on the first day of April 2023. The Lease payment shall be payable to the Lessor at the Piqua Municipal Government Complex, 201 West Water Street.

And said Lessee does hereby covenant and agree with said Lessor as follows:

1. That the Lessee will pay said rent in the manner aforesaid.
2. That the Lessee will use and occupy said premises in a careful, safe, and proper manner and will indemnify and hold the City, its officers, employees, agents, and volunteers harmless from any liability growing out of the use of said premises by said Lessee. All participants in Garden activities shall sign a release and waive all claims against the City, its officers, employees, agents, and volunteers.
3. That the Lessee may have full control and use of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises.
4. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
5. That Lessee will keep the Leased Premises in a safe, clean, and orderly state at all times and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises.
6. The Lessee agrees to accept the Premises in its present "as-is" condition and shall always maintain the leased premises in a safe condition.
7. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises. All fixtures installed by Lessee and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the Leased Premises belonging to Lessee, shall be at Lessee's sole risk and City shall not be liable for any

damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless City's employee, agents or independent contractors negligence was the sole proximate cause of such damage or loss.

8. That the Lessee shall not assign this lease or in any manner sublet the premises.
9. Insurance: That the Lessee agrees to obtain insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million (\$1,000,000) per claim and Three Million (\$3,000,000) per incident. Lessor, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof shall be an additional insured and the Certificate shall state that this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of the Lessor and Lessee and in conformity with the then prevailing custom of insuring liability in the State of Ohio.

Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any or the risks enumerated in the standard extended coverage endorsement. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessee shall indemnify Lessor for any negligence of maintenance of said premises.

10. Lessor shall have the right to have access to the Leased Premises at reasonable times and for reasonable purposes and to utilize the Leased Premise for public events, subject to availability of the facility, at no cost to the City and without liability to Lessee.
11. Utilities: Lessor shall provide water, refuse, and electric service to Lessee at no charge.
12. Maintenance:
  - a. Lessee shall maintain the provided equipment, including garden tools, in good repair.
  - b. Lessee may utilize pesticides in the operation of the garden, if applied by a certified commercial applicator.
  - c. The Lessor will assist in the maintenance of fencing as funding allows.
13. Alterations to Facilities: Lessee shall make no alterations to buildings, fields, facilities, etc. without the prior approval of Lessor. In the event of termination or expiration of this lease, any or all improvements, structures, appurtenances, equipment and/or signs affixed to the structures and Premises may, at City's sole option, be considered abandoned by the Lessee and become the property of the City.

14. Lessor may terminate this Agreement should Lessee violate any of the provisions contained herein. Failure to follow City of Piqua Park rules is cause for immediate termination of this Agreement.

\* Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of any other legal process, it shall be lawful for said Lessor to enter as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor's right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

\_\_\_\_\_

Lessor:  
City of Piqua

By: \_\_\_\_\_  
L. Paul Oberdorfer, City Manager

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Lessee:

\_\_\_\_\_  
M&P Farms, Owner

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Frank Patrizio  
Law Director

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	April 18, 2023	
<b>REPORT TITLE</b>	A Resolution authorizing the City Manager to enter into a lease agreement with the Piqua Lady Braves Softball Organization	
<b>SUBMITTED BY</b>	Name & Title: Amy Welker, Assistant City Manager	
	Department: Environmental & Recreation Services	
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Asst. City Manager
	<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director	
<b>BACKGROUND</b>	The Piqua Lady Braves Softball Organization provides youth with the opportunity to learn and play softball. The organization has used the softball fields and facilities at Upper Mote Park for several years. This lease agreement will be for 3 years.	
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	The Piqua Lady Braves Softball Organization will provide all the funding to operate the softball league and will help with maintenance of the facilities.
	Expenditure \$:	
	Source of Funds:	
	<b>Narrative:</b>	
<b>OPTIONS</b>	1.	Approve the Resolution to lease the Upper Mote softball fields and facilities to the Piqua Lady Braves Softball Organization.
	2.	Do not approve the Resolution.
<b>PROJECT TIMELINE</b>		
<b>STAFF RECOMMENDATION</b>	Approve the Resolution to lease the Upper Mote softball fields and facilities to the Piqua Lady Braves Softball Organization through the last day in February 2026.	
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A	
<b>ATTACHMENTS</b>	Exhibit A—Lease Agreement	

**RESOLUTION NO. R-60-23**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE PIQUA LADY BRAVES SOFTBALL ORGANIZATION**

WHEREAS, the Piqua Lady Braves Softball Organization operates a softball league for the youth in the community; and

WHEREAS, the City has a long-standing relationship with the Piqua Lady Braves Softball Organization; and

WHEREAS, the City desires to lease the softball fields and facilities at Upper Mote Park to the Piqua Lady Braves Softball Organization.

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

SECTION 1. The City Manager is hereby authorized to enter into a lease in substantially the same form as attached Exhibit A with the Piqua Lady Braves Softball Organization for the use of the softball fields and facilities at Upper Mote Park.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

**LEASE BETWEEN THE CITY OF PIQUA AND  
THE PIQUA LADY BRAVES YOUTH SOFTBALL LEAGUE**

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein after stipulated to be paid and performed by the Piqua Lady Braves Softball Organization of Piqua, Ohio, the lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises known as the softball field at Upper Mote Park.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of three (3) years from the first day of March 2023, until the last day of February 2026.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar (\$1.00) payable in advance, on the first day of March of each year of this lease.

And said Lessee does hereby covenant and agree with the said Lessor as follows:

1. That the Lessee will pay said rent in the manner aforesaid;
2. That the Lessee will use and occupy said premises in a careful, safe, and proper manner and will indemnify and hold the City harmless from any liability growing out of the use of said premises by said Lessee. All participants in Piqua Lady Braves Softball Organization activities shall sign a release and waive all claims, including for property damage or personal injury, against the City, its officers, elected officials, employees, agents and volunteers;
3. That said Lessee will not use or occupy said premises for any purpose other than for use or promotion of Piqua Lady Braves Softball Organization in the City of Piqua and shall occupy said premises for only so long as they maintain the Piqua Braves Youth Baseball program.
4. That the Lessee may have full control and occupancy of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right of remove said violators from the premises. Prior to the City constructing any fencing, the City shall notify Piqua Braves Youth Baseball and attempt to place such fencing as to not interrupt the space needed for the baseball program. Prior to the Piqua Braves installing any fencing, they shall have the permission from the City of Piqua and obtain any and all permits as well as follow all codes regarding materials. No temporary fencing material is permitted. Should Piqua Braves install any fencing, it shall not be removed and at the expiration of the Lease, it becomes the property of the City of Piqua. Piqua Lady Braves Softball Organization shall have permission to place locks on gates to keep control of the play on the field and may leave the field unlocked for public use if field conditions and required maintenance of said field permits unregulated use. The City shall not be liable or responsible for any damage to the field that may disrupt use by Piqua Braves Youth Baseball;
5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
6. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose of the litter.

7. The Lessor agrees to provide water, wastewater, and electric service to Lessee at no charge. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises. There is no storage space provided by Lessor.

Lessor shall also:

- Mow on a weekly basis and provide weed control
  - Provide fence repair
  - Purchase bases
  - Annually disc and aerate the field
  - Provide use of and secure the restroom facilities
  - Pick up and remove the trash receptacles
8. The Lessee agrees to assume full responsibility of operating a youth baseball program for the City of Piqua which includes all administration, staffing, and field and structure maintenance. It is essential term of this Lease that the Lessee demonstrates responsible use of the funds and facilities entrusted to them by the community. Therefore, the Lessee will have a professional financial audit performed annually and provide the Lessor with a copy of the findings. Lessee shall provide Lessor with proof of non-profit status annually. The Lessee shall have and follow a set of By Laws provided to the Lessor that are approved by Lessor.
  9. Lessee shall be responsible for any required temporary food license;
  10. Lessee shall be permitted to erect a temporary tent for concession stand purposes. Prior to operation, the tent requires a Piqua Fire Department inspection;
  11. Temporary signage will be permitted to hang on fencing. Any temporary signage shall be made out of weather resistant material. Lessee shall be responsible for ensuring that all temporary signage is properly and sufficiently secured.
  12. Lessee shall also:
    - Organize and administer all leagues
    - Provide umpires, balls, lime and all equipment
    - General trash control and clean-up after each game
    - Daily dragging of field and diamond and all maintenance and preparation of field with their own equipment
    - Make sure all lights are out after each game
  13. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;
  14. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee;
  15. That the Lessee agrees to obtain liability insurance for the protection of the City and the Lessee and the satisfaction of the City Manager for not less than One Million (\$1,000,000) per occurrence bodily injury and property damage and Three Million (\$3,000,000) in the annual aggregate. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's

property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any other risks enumerated in the standard extended coverage endorsement.

- Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease has not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor's right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

16. Upon written request by Lessee, Lessor may extend the lease for two (2) three (3) year terms. Renewal of the lease is at the sole discretion of Lessor.

IN WITNESS WHEREOF, the said lessor and lessee have set their hands to duplicates hereon on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSED:

THE CITY OF PIQUA, OHIO

\_\_\_\_\_

By: \_\_\_\_\_  
L. Paul Oberdorfer, City Manager

\_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED:

PIQUA LADY BRAVES SOFTBALL ORGANIZATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Frank Patrizio  
Law Director

Date: \_\_\_\_\_

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	April 18, 2023		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING THE LEASE OF CITY OWNED REAL ESTATE		
<b>SUBMITTED BY</b>	Name: Chris Schmiesing, Community and Economic Development Director		
	Department: Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Development Director		<input checked="" type="checkbox"/> Law Director
<b>BACKGROUND</b> (Includes description, background, and justification)	The proposed lease will allow for Thomas Lillicrap (business name to be determined) to occupy the 1,400 square feet tenant space located at 122 W. High Street in the Fort Piqua Plaza. The business operations will include preparing and serving rolled ice cream and edible cookie dough ice cream and beverages. Other deli counter items may be added at a future date.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted:	\$0	
	Expenditure:	\$0	
	Source of Funds:	N/A	
	Narrative:	The proposed terms of the Lease are \$1,200 per month for one year with taxes and utilities included. The lease includes an annual option to renew.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Adopt the resolution to authorize the execution of the lease.	
	2.	Defeat the resolution to object to the execution of the lease.	
<b>PROJECT TIMELINE</b>	April 18, 2023 – City Commission May 1, 2023 – Tenant Occupancy		
<b>STAFF RECOMMENDATION</b>	Approve the resolution		
<b>ATTACHMENTS</b>	Exhibit A – Proposed lease		

**RESOLUTION NO. R-61-23**

**A RESOLUTION AUTHORIZING THE LEASE OF CITY OWNED REAL ESTATE**

WHEREAS, the City of Piqua owns the real estate commonly known as the Fort Piqua Plaza located in the 100 block of W. High Street in the City of Piqua, Miami County, Ohio, and

WHEREAS, Thomas Lillicrap, has expressed an interest in leasing the portion of the building consisting of approximately 1,400 square feet known as 122 W. High Street and being shown in the lease agreement included herewith as Exhibit "A"; and

WHEREAS, the City of Piqua facilitated the redevelopment of Fort Piqua Plaza and the creation of the subject tenant space to advance, encourage and promote the economic and commercial development interest of the city; and

WHEREAS, in the sound judgement of the City Manager, executing the lease with Thomas Lillicrap to support the operation of the proposed business will be in the best interest of the City; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the lease of the subject location;

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 lease the portion of the Fort Piqua Plaza building consisting of approximately 1,400 square feet known as 122 W. High Street as stated in the lease agreement included herewith as Exhibit "A".

SEC. 2 For the reasons indicated herein, and as permitted by Piqua Municipal Code §34.36(C), the lease of the property does not need to be advertised for bids.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_

# **LEASE AGREEMENT FOR 122 W. HIGH STREET BETWEEN THE CITY OF PIQUA AND THOMAS LILICRAP**

THIS LEASE is made between the City of Piqua, whose mailing address is 201 W. Water St., Piqua, Ohio 45356 ("Lessor"), and Thomas Lillicrap, whose tax mailing address is 10240 Augusta Lane, Piqua, Ohio 45356 ("Lessee").

## **TERMS**

### **I. DESCRIPTION OF PROPERTY TO BE LEASED**

Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, that portion of the building known as "Fort Piqua Plaza" and located in the 100 block of W. High Street in the City of Piqua, Miami County, Ohio (the "Building") consisting of approximately 1,400 square feet known as 122 W. High Street and being shown outlined on Exhibit A attached to this Lease (the "Premises"). The building is part of the real property owned by Lessor which is described in Exhibit B attached to this Lease (the "Property"). Lessor is the owner of the premises.

Lessor additionally grants to Lessee, during the term of this Lease, the right to use, in common with other Lessees and occupants of the building all easements and rights appurtenant to the Property.

### **II. OCCUPANCY OF PREMISES**

This Agreement provides a Lease to Lessee so they may take occupancy of the Premises and commence with Lessee's Work upon the execution date of this Agreement.

### **III. TERM OF LEASE**

The Term of this lease shall be for one year, with the right to occupy the Premises commencing on upon the execution date of this Agreement and ending on April 30, 2024, or unless sooner terminated as herein provided. This Lease is renewable at the conclusion of the initial one-year term and each subsequent one-year term at the option of the Lessor. Upon each renewal of

the Lease the Lessor may increase the base rent rate by 20%. Lessee must provide 90-days written notice prior to vacation of occupancy.

#### **IV. RENT**

Lessee agrees to pay to Lessor without any prior demand therefore a fixed minimum base rent of \$14,400, payable in 12 installments of \$1,200 per month, with payment due in advance of the first day of each calendar month with the first payment due on May 1, 2023. The base rent shall include a prorated amount for property taxes and utilities as Lessee shall not be separately responsible for property taxes or utility expenses.

All payments shall be made payable to the City of Piqua and delivered to the City of Piqua, attention Finance Director, 201 W. Water St., Piqua, Ohio 45356.

The Lessor hereby notifies Lessee that the continued operation of this Agreement is based on the rent being kept current and any past due amounts being paid in full upon receipt of any notice of default. Failure to keep any amount owed current may result in termination of the Lease Agreement or pursuance of any other legal remedy available.

#### **V. UTILITIES AND SERVICES**

Lessor shall be responsible upon the receipt of billing for the payment of all charges against the Premises for water, sanitary sewer, natural gas, heat for the appliances and fixtures, electricity and any other utility services furnished to or consumed on the Premises. Water, sewer, gas, and electric are all separately metered for the Premises. Lessee shall contract on its own with a cable, telephone, and internet provider. The cost of janitorial service, telephone service, cable and internet is the sole responsibility of the Lessee. Lessee will pay a prorated amount for shared sanitation disposal services, if utilized by Lessee, as determined by the City of Piqua.

Lessor shall have the right, without being liable to Lessee and without abatement or reduction of rent, to suspend, delay or stop any of the utilities or services provided by Lessor whenever necessary due to emergency, inspection, cleaning, repairs, replacements, alterations, improvements, and renewals that are necessary in Lessor's judgment, and whenever necessary due to causes

beyond Lessor's control. If the interruption in utilities or services is caused by Lessor's fault or neglect, this Lease shall not terminate and Lessor shall not be responsible for damages to Lessee, but the rent shall abate until the utilities or services interrupted due to Lessor's fault or neglect are restored. In any such event, Lessor shall use reasonable diligence to complete repairs promptly so as to minimize any resulting interruptions in utilities or services.

## **VI. MAINTENANCE**

### **A. JANITORIAL MAINTENANCE**

Lessee shall be responsible for the maintenance and cleaning of the Premises.

### **B. MAINTENANCE OF FIXTURES AND PROPERTY**

1. Lessor's Repairs. Lessor, at its expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair (i) the roof and all structural elements and portions of the Premises and Building, including structural walls, floors and foundations, (ii) all exterior elements and portions of the Building, (iii) any other exterior improvements located on the Property and (iv) any common utility lines, pipes, conduits, equipment and systems that serve Lessee's space and are also used to serve other parts of the Building; subject, however, to ordinary wear and tear. In addition, Lessor will provide snow removal to the Property at its convenience. Notwithstanding the foregoing, Lessee shall not be obligated to reimburse its Proportionate Share of any of the following: (a) costs reimbursed by insurance; (b) interest and amortization of debt service; (c) non-cash items such as deductions for depreciation or obsolescence; (d) costs associated with leasing the Building and relations with other Lessees; (e) costs incurred in completing, finishing, renovation or otherwise improving space for other Lessees; or (f) expenses constituting capital improvement or capital replacements under generally accepted accounting principles.

2. Lessee's Repairs. Lessee shall, at its expense, perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Premises, including, but not limited to, interior walls, floor coverings, carpeting, finished ceilings, light fixtures, doors and entranceways, glass, windows and all plumbing, sewer, electrical, heating and air conditioning facilities and equipment serving only

Lessee's space and not used in common with other present or future Lessees of the Building. The regular maintenance of the servicing of the heating, ventilating and air conditioning systems and equipment within the Premises will be contracted through the Lessor and the Lessee shall pay a prorated expense for the maintenance of the Premises based on square footage. Lessee further agrees that it will not cause or permit any damage to the Premises, nor allow the accumulation of waste, boxes, barrels, packages, wastepaper or other trash or any other condition to be considered a nuisance. In addition, Lessee at its expense shall repair, replace or restore all damage to the Premises or the Building caused by the negligent acts or omissions of Lessee or its agents, contractors, employees or invitees, or by a breach by Lessee of its obligations under this Lease.

3. Prior Approval. Prior to maintenance on any fixture or kitchen appliance that is owned by Lessor, Lessee shall notify Lessor and a plan shall be established as to whether the piece of equipment shall be repaired or replaced based on economics. Both parties shall agree as to whether the appliance is to be repaired or replaced. Should the parties decide that the appliance is to be repaired, the parties shall each pay 50% of the repair costs. The parties shall agree on who will be hired for the repair. Should the parties agree that the appliance be replaced, Lessor shall pay 100% of the cost. All appliances being replaced remain the property of Lessor and Lessee shall not be permitted to use the appliances for any trade-in value. Upon termination of the lease, any appliance replaced by Lessor shall remain the property of Lessor.

### **C. DAMAGE AND DESTRUCTION**

If during the term of this Lease the Premises are so damaged by fire or other casualty as to be rendered untenable in whole or in substantial part, then either Lessor or Lessee may terminate this Lease effective the date of such casualty. In addition, if the building is destroyed in whole or in substantial part by casualty (regardless of the extent of the damage to the Premises), or if the insurance proceeds are insufficient to repair the damage to the Building or Lessor's mortgagee elects to apply any of the proceeds to the mortgage debt, Lessor may terminate this Lease effective the date of such casualty. These elections by Lessor or Lessee shall be made within 30 days after the occurrence of the casualty or shall be deemed waived. If this Lease is not so terminated, either because the damage does not render the Premises untenable, either in whole or in substantial part or because neither Lessor nor Lessee elects to

terminate this Lease pursuant to the preceding provisions, then Lessor shall, with all due diligence, repair and restore the Premises to substantially their original condition (notwithstanding Lessee's Work and any alterations or improvements made by Lessee) within a reasonable period of time after the occurrence of the casualty, dependent on the severity, or within such longer period as may be permitted due to any "Excusable Delay" as defined below. The rent shall be abated in proportion to the unleaseable space until the Premises are restored.

Lessee shall promptly restore Lessee's Work and any other alterations or improvements made by Lessee to substantially restore their condition preceding the casualty, and the rent abatement shall continue until Lessee's completion of such restoration. If the Premises are not so restored by Lessor within 180 days after the occurrence of such casualty, or within any extended period due to Excusable Delays, Lessee may terminate this Lease by giving Lessor written notice. If this Lease is terminated by Lessee or Lessor pursuant to this Section, Lessor shall refund any rent prepaid beyond the effective date of termination. The term "Excusable Delay" shall mean any one or more of the following: labor disputes, fire or other casualty, unusual delay in transportation, adverse weather conditions, unavailability of labor, materials and equipment, and any other causes beyond Lessor's reasonable control.

#### **D. CONDITION OF PREMISES**

Lessee shall throughout the lease term maintain the building and other improvements constituting the Premises and keep them free from waste or nuisance and shall deliver up the Premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation after written notice has been provided to the Lessee, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

#### **E. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural alterations,

additions, or improvements shall not be unreasonably withheld by Lessor. Lessee shall have the right at all times to erect or install shelves, bins, and trade fixtures, provided that Lessee complies with all applicable laws, ordinances, and governmental regulations. Lessee shall have the right to remove at the termination of this lease such items so installed, provided Lessee is not in default; however, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this lease; however, the Lessee shall promptly remove, if Lessor so elects, all alterations, additions, and improvements, and any other property placed in the premises by Lessee, and Lessee shall repair any damage caused by such removal.

Lessee shall not permit mechanics' liens to attach to the Premises or the Property by reason of Lessee's work, improvements, or alterations. Before commencing Lessee's Work, Lessee shall (a) obtain Lessor's approval of its plans and specifications; (b) furnish evidence that Lessee has obtained all building, zoning and other governmental permits and approvals necessary for Lessee's Work; and (c) provide certificates to Lessor evidencing that Lessee has obtained builder's risk insurance for Lessee's Work, workers' compensation insurance as required by law for all contractors and other persons engaged in Lessee's work, and such other insurance coverages as are required by this Lease, all in form and substance satisfactory to Lessor.

## **VII. USE OF PREMISES**

Lessee will use and occupy the Premises for preparation of seasoning mixes and honey sweetened fruit butters and will retail local produce and goods from vendors, and serve beverages, salads, sandwiches and soups utilizing local ingredients, and for no other purpose without Lessor's prior written consent.

The Lessee shall maintain minimum hours of operation including Monday through Friday from 11am to 6pm, Friday. Saturday and Sunday hours will be at the discretion of the Lessee. Lessee shall receive prior written approval from Lessor before any change in the hours of operations. Lessee shall receive prior written approval from Lessor before any change is made that would substantially alter the theme or the decor of the restaurant to ensure that the theme or decor continues to complement the historical significance of and the intended use of the building. In connection with its use and occupancy of the

Premises, Lessee shall not:

- (a) install, use, operate or maintain any machinery or equipment or permit any other activity or conduct within the Premises which (i) produces any discernible vibration or a noise level, which would violate the Piqua Codified Ordinances, as Lessee recognizes that the primary tenant of the building is a library, or (ii) overload the floors or any other structural portions of the Premises or the Building;
- (b) use any part of the roof of the Building for any purpose; or
- (c) treat, manufacture, use, store or dispose of hazardous substances, hazardous wastes, petroleum products or other substances regulated under applicable environmental laws, except that Lessee may use, store and dispose of any of the foregoing materials to the extent that (i) the materials and quantities to be used and stored on the Premises and Lessee's procedures for using, storing and disposing of the same are first approved by Lessor, (ii) Lessee's use of these materials is merely incidental to Lessee's primary use and (iii) the use and storage of the materials on the Premises is not prohibited by applicable laws or regulations; or
- (d) permit the Premises to be used for any purpose that would render void or cause cancellation of any insurance maintained on the Building by Lessor, or cause an increase in the premiums for such insurance; or
- (e) use any other portion of the building that is not permitted or authorized herein without prior written approval from the Lessor and the tenant, if any, of the other space to be used within the Building.

## **VIII. SIGNAGE**

Lessee shall have the right to erect one sign on the south side of the exterior of the building parallel to W. High St., such sign being on the exterior of the portion of the Premises being leased. All signs must comply with the City of Piqua Sign Code and any other applicable laws. Lessee shall be responsible for the maintenance of the signage. The design of the signs shall be approved by the Lessor. Lessee shall remove all signs at the termination of this lease and shall repair any damage and close any holes caused by such removal.

## **IX. COMPLIANCE WITH LAWS**

Lessee, at its sole expense, shall comply with all present and future laws

and regulations applicable to its use and occupancy of the Premises, and shall make any repairs, modifications and additions to the Premises that may be required by any of those laws or regulations. Notwithstanding the above, Lessee shall not be obligated to make, and Lessor shall be solely responsible for, any structural repairs, modifications or additions to the Premises that (a) are not necessitated by negligent or wrongful actions of Lessee or others for whom Lessee is responsible and (b) Lessor would be required to make as the owner of the building regardless of the specific nature of Lessee's use. Lessor is responsible for any structural alterations of the ingress and egress to the Premises, or the Building required for compliance with the Americans with Disabilities Act. Lessee is responsible for the compliance with the Americans with Disabilities Act in regard to the interior of the Premises and all elements of Lessee's Work.

## **X. INSURANCE**

### **A. PUBLIC LIABILITY INSURANCE**

Lessee shall procure and maintain commercial general liability insurance for the Premises with policy limits of not less than a single limit of \$1 million for personal injury or death and property damage per occurrence and \$3 million in the aggregate. Lessor and any mortgagee shall be named as additional insureds under this policy with a certificate of insurance stating that Lessee's coverage is primary and non-contributing. The policy shall contain an agreement by the insured that it will not cancel the policy except after thirty days prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

In addition to the commercial general liability insurance, and only if applicable, there shall be Liquor liability insurance in an amount not less than \$1,000,000 per occurrence to cover claims arising out of the serving, consumption, and/or sale of Liquor in, about, or from the Premises or the Building. Such policy(ies) shall be endorsed to cover Lessor, Lessor's officials, employees, agents and volunteers as Additional Insureds.

### **B. FIRE AND CASUALTY INSURANCE**

Lessor shall keep the building and all other improvements located on the

Property insured against loss by fire and all of the risks and perils insured against in a "special form" commercial property insurance policy. During the term of this Lease, Lessee shall procure this insurance with respect to Lessee's Work and all other alterations and improvements installed in the Premises by Lessee, in the amount of their full replacement cost. Lessor may also obtain such additional coverages as it deems appropriate for the building, including, but not limited to, boiler and machinery and rent loss insurance or endorsements. This insurance shall be written by a company of recognized financial standing that is authorized to do an insurance business in the State of Ohio. The costs incurred by Lessor pursuant to this are referred to as "Insurance Costs." Lessee shall reimburse Lessor for its proportionate share of and any increases in the Insurance Costs.

### **C. CERTIFICATES**

Prior to Lessee occupying the Premises, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under this section. Lessee shall also deliver to Lessor at least 10 days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance. The Lessor shall deliver to Lessee a certificate of insurance of any coverage upon receipt.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortuous or negligent act of Lessor or of its employees, agents or contractors, or by reason of the breach of any of Lessor's obligations under this Lease.

In addition, Lessee shall indemnify and hold Lessor harmless against any claims, liabilities, damages, losses, or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Premises or other violations of applicable environmental laws occurring during the term of this Lease. The indemnities contained in this Section shall survive the expiration or termination of this Lease.

In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding. Lessee shall notify Lessor of any counsel retained for representation and of any change in counsel.

### **XIII. DEFAULT**

#### **A. LESSEE'S DEFAULT**

Lessee shall be in default of this Lease if (a) Lessee fails to pay the rent or any other amount required to be paid by Lessee within 30 days after the same becomes due and payable under the terms of this Lease; (b) Lessee fails to perform any other duty or obligation imposed by this Lease and the default continues for a period of 30 days after written notice is given to Lessee by Lessor, or for an unreasonable period of time if 30 days is not sufficient time to repair, remedy or correct such default; (c) Lessee is declared insolvent or adjudged bankrupt, or makes a general assignment for the benefit of its creditors; (d) a receiver of any property of Lessee in or upon the Premises is appointed in any action, suit or proceeding by or against Lessee; (e) any action or proceeding under the National Bankruptcy Act is filed by or against Lessee, and such appointment, suit, action or proceeding is not dismissed within sixty days; or (f) the interest of Lessee in the Premises is sold under execution or other legal process.

#### **B. REMEDIES**

In the event of Lessee's default, Lessor shall provide written notice of the default and the said reason(s) for default. Lessee shall have thirty (30) days after the date of written notice to cure such default. In the event of Lessee's default and after the 30-day cure period has expired, Lessor shall have the right to enter upon the Premises and repossess and enjoy the same as if this Lease had not been made, and, upon demand by Lessor, Lessee shall surrender complete and peaceable possession of the Premises. This Lease shall then terminate at Lessor's option. Whether or not Lessor elects to terminate this Lease, Lessor may immediately recover from Lessee, and Lessee shall be liable to Lessor for all rent due and unpaid up to the time of such reentry. If Lessor elects to terminate this Lease, Lessor shall be entitled to the damages caused by Lessee's default, which shall include (a) the costs of reletting the Premises, (b) the difference between the total amount of rent and other charges that Lessee agreed to pay for the balance of the term of this Lease and the current

rental rate of the Premises over the same period, and (c) all additional sums to which Lessor may be entitled under applicable law and the terms of this Lease. Lessee's obligation to pay rent shall survive any termination of this Lease due to Lessee's default. If Lessor does not elect to terminate this Lease, Lessor may, without waiving or postponing any other rights given it by law or provided for in this Lease, relet the Premises on such terms as it deems best, and apply the proceeds, less all expenses of reletting, to payment of past due rent and the rent due for the balance of the term and hold Lessee liable for the difference. In no event shall Lessee be entitled to any excess rents received by Lessor upon reletting the Premises. The expenses of reletting shall include reasonable attorneys' fees actually paid in recovering and reletting the Premises; the cost of all repairs, additions, and improvements necessary to prepare the Premises for reletting; and all brokerage commissions and fees paid with respect to any reletting. These remedies shall not be deemed exclusive, and Lessor shall have all other rights and remedies provided in law or equity.

If there is any dispute by Lessee as to its default, the parties may participate in non-binding mediation and the parties shall each pay 50% of the mediator's expenses.

### **C. RIGHT TO CURE**

Without limiting any other remedy available to Lessor by reason of Lessee's default, in the event Lessee defaults in the performance of any of its obligations, Lessor may, at its option, but without any obligation so to do, do all things as it deems necessary and appropriate to cure the default, perform for Lessee any obligation which Lessee is obligated to perform but has not performed, and expend such sums as may be required. All costs and expenses so incurred by Lessor shall be due and payable to Lessor immediately upon demand, together with interest at the rate of 7% per annum or, if less, the highest legal rate, from the date that the costs and expenses were incurred until the same are paid to Lessor.

## **XIV. OTHER**

**A. SUBORDINATION AND ATTORNMENT.** This Lease and all of Lessee's rights under this Lease are subject to subordination to all mortgages placed on or affecting the Premises and all renewals, modifications, consolidations, replacements, substitutions, additions, and extensions of any of those mortgages and any other mortgage now or in the future affecting the Premises or any

interest in the Premises (collectively "Mortgages"). In confirmation of this subordination, Lessee promptly shall execute and deliver any subordination agreement that Lessor may request. In the event any proceedings are brought for the foreclosure of any Mortgage, Lessee shall, upon request, attorn to the purchaser or transferee upon foreclosure, and recognize the purchaser or transferee as the Lessor under this Lease to the same extent and effect as the original Lessor. Lessee agrees to execute and deliver upon the request of Lessor, or any purchaser or transferee, any instrument necessary or desirable to evidence this attornment. Lessee waives any right that it may have by law to terminate this Lease or to surrender possession of the Premises by reason of any foreclosure proceeding.

**B. QUIET ENJOYMENT.** Lessor covenants that it has the full right and authority to make this Lease and that if Lessee pays the rent and performs all of the terms of this Lease, Lessee shall peaceably and quietly enjoy and possess the Premises throughout the term, subject only to the conditions set forth in this Lease.

**C. SUCCESSORS AND ASSIGNS.** The conditions, covenants, and agreements in this Lease to be kept and performed by Lessor and Lessee shall bind and inure to the benefits of their successors and assigns, subject, however, to the conditions herein. Any assignment of this Lease shall have prior written approval by the Lessor.

**D. PERSONAL PROPERTY.** All trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

**E. LIABILITY OF LESSOR.** If Lessor fails to perform any of its obligations under this Lease, and, as a consequence of this default, judgment may be satisfied in accordance with law. In no event shall Lessee have the right to levy its execution against any property of Lessor other than its interest in the Property. In the event of the sale or other transfer of Lessor's interest in the Property, Lessor shall be released from all liability and obligations subsequently accruing under this Lease.

**F. WAIVER.** No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Lessor or any right or remedy in law or otherwise.

**G. HOLDING OVER.** Any holding over beyond the expiration of the term of this Lease when a renewal option has not been exercised or agreed to shall be construed to be a tenancy from month to month at the same rent as to the terms agreed to herein and shall otherwise be on the same terms and conditions as provided in this Lease.

**H. ENVIRONMENTAL MATTERS.** Lessor represents and warrants to Lessee that to the best of Lessor's knowledge as of the date of this Lease, no toxic, explosive or other dangerous materials or hazardous substances have been concealed within, buried beneath or removed from and stored off-site of the Property, and Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty.

**I. SURRENDER.** Upon the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor the Premises in good condition and repair, ordinary wear and tear since the last repair required by this Lease, fire and other casualty or governmental takings excepted.

**J. SEVERABILITY.** If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**K. MEMORANDUM OF LEASE.** A memorandum of this Lease shall be executed and in recordable form in accordance with the provisions of Section 5301.251 of the Ohio Revised Code.

**L. NOTICES.** All notices to be given to either party shall be deemed given if made in writing and deposited in the United States certified mail, postage prepaid, return receipt requested, or if sent by a nationally recognized overnight courier service, and addressed to the parties at the following addresses:

Lessor:  
City of Piqua  
Paul Oberdorfer  
201 W. Water Street  
Piqua, Ohio 45356

Lessee:  
Thomas Lillicrap  
10240 Augusta Lane  
Piqua, Ohio 45356

Either party may change its notice address by giving notice to the other in the foregoing manner.

**M. LESSOR'S RESERVED RIGHTS.** Without abatement or diminution of rent, and in addition to any other rights reserved in this Lease, Lessor reserves the following rights:

(a) to change the street address and/or the name of the Building and/or change the arrangement and/or location of any exterior elements of the Property; (b) to make alterations or improvements to the existing buildings; (c) to use all or part of the roof or exterior walls of the Building; and (d) to install, maintain, use, repair or replace within the Premises or the Building pipes, ducts, wire, conduits and other mechanical equipment serving other parts of the Property. In exercising its rights under this Section, Lessor shall use reasonable efforts not to impair or unreasonably interfere with Lessee' business operations, or to minimize any such interruptions when necessary.

**N. RIGHT OF ENTRY.** The Lessor shall have the right to enter the Premises at any time to examine their condition, to make any repairs and, during the last 6 months of the term, to show the Premises to persons interested in purchasing or leasing the same. Except where it is impractical to do so, Lessor shall give Lessee at least 24-hour notice before any entry.

**O. ESTOPPEL CERTIFICATE.** Within 10 days after any request by Lessor, Lessee shall execute an estoppel certificate to evidence (a) the existence or nonexistence of any default under this Lease by Lessor or Lessee, any amendments to this Lease or prepayments of rentals and (b) such other facts with respect to this Lease as Lessor or any mortgagee may reasonably require.

**P. ENTIRE AGREEMENT.** This Lease, including all exhibits, contains the entire agreement between the parties and supersedes all prior understandings. No amendments to this Lease shall be valid unless in writing and executed by the party against whom enforcement of the amendment is sought.

**Q. CAPTIONS.** The captions of this Lease are for convenience of reference only and shall not be considered in the construction of any provisions of this Lease.

**R. FORM AND LAW.** The laws of the State of Ohio and the City of Piqua shall apply to this Lease and any action that results therefrom. Any legal action that commenced shall be commenced in the courts governing Miami County, Ohio.

This LEASE is hereby agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the duly authorized agents and/or representatives of the City of Piqua and Thomas Lillicrap.

By City of Piqua:

Thomas Lillicrap

\_\_\_\_\_  
Paul Oberdorfer, City Manager

\_\_\_\_\_  
Thomas Lillicrap

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Prepared by Frank J. Patrizio Esq.



# Exhibit B



**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	April 18, 2023		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING PROGRAM		
<b>SUBMITTED BY</b>	Chris Schmiesing, Community and Economic Development Director		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input type="checkbox"/> Asst. City Manager		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	In order to use an ODOT cooperative bid, we must pass this Resolution and submit it to the ODOT Administrator in the Office of Contracts for approval. Once approved, it will remain effective for two years for use by any City Department.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	Zero	
	Expenditure \$:	Zero	
<b>OPTIONS</b>	1.	Approve Resolution R-62-23 as presented.	
	2.	Deny Resolution R-62-23 and provide direction on how you would like Staff to proceed.	
<b>PROJECT TIMELINE</b>	Good for two years on any ODOT cooperative contract.		
<b>STAFF RECOMMENDATION</b>	We recommend approval of this Resolution as proposed.		
<b>ATTACHMENTS</b>	Exhibit "A" shows the ODOT requirements and a sample resolution.		

## **RESOLUTION NO. R-62-23**

### **A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING PROGRAM**

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

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

SEC. 1: That the City Manager hereby requests authority in the name of the City of Piqua to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01(B);

SEC. 2: That the City Manager is hereby authorized to agree in the name of the City of Piqua to be bound by all terms and conditions as the Director of Transportation prescribes;

SEC. 3: That the City Manager is hereby authorized to agree in the name of the City of Piqua to directly pay vendors, under each contract of the Ohio Department of Transportation in which the City of Piqua participates, for items it receives pursuant to the contract;

SEC. 4: That the City of Piqua agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of Piqua agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Piqua may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees;

SEC. 5: The Clerk of Commission is hereby directed to send a certified copy of this Resolution to the ODOT Purchasing Coordinator;

SEC. 6: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Cindy Pearson	_____
Commissioner Kris Lee	_____
Commissioner Jim Vetter	_____
Commissioner Chris Grissom	_____
Commissioner Kathryn Hinds	_____

EXHIBIT "A"

Ohio Department of Transportation  
Office of Contracts  
Purchasing Services  
Cooperative Purchasing Program

The Director of Transportation may permit any political subdivision to participate in contracts into which the Director has entered for the purchase of machinery, materials, supplies or other articles. Any Political Subdivision desiring to participate in such purchase contracts will file with the Co-op Purchasing Coordinator a certified copy of the ordinance or resolution of the Legislative Authority, Board of Trustees or Governing Board of the Political Subdivision requesting authority to participate in such contracts and agreeing that it will be bound by such terms and conditions as the Director prescribes. Purchases made by Political Subdivisions under this division are exempt from any competitive bidding required by law for the purchase of machinery, materials, supplies or other articles.

Defined in Section 5513.01 (B) of the Ohio Revised Code and as used in this section, "Political Subdivision" means any County, Township, Municipal Corporation, Conservancy District, Township Park District, Park Districts created under Chapter 1545 of the Revised Code, Port Authority, Regional Transit Authority, Regional Airport Authority, Regional Water and Sewer District, County Transit Board and State University or College as in Division (A)(1) of Section 3345.32 of the Revised Code.

Thomas P. Pannett, Esq.  
Administrator  
Office of Contracts  
Co-op Purchasing Coordinators  
Office of Contracts  
Purchasing Services  
1980 W. Broad St., 1st Floor  
Columbus, Ohio 43223  
800-459-3778 or Fax 614-728-2078

December 10, 2009

**I. Authority**

Ohio Revised Code, Section 5513.01 (B)

**II. Description**

Section 5513.01 (B) allows political subdivisions to purchase machinery, materials, supplies or other articles from the Ohio Department of Transportation (ODOT) purchasing contracts (Exception: ODOT contracts for services). It is the intent of ODOT to establish and operate the ODOT Cooperative Purchasing Program for that purpose. A similar but **separate** program has been implemented by the Ohio Department of Administrative Services, Office of State Purchasing. Contact the DAS Cooperative Purchasing Coordinator at (614) 466-6530.

ODOT purchasing contracts are of the following two types:

**A. ONE TIME**

One Time Bid Contracts are competitively bid purchases of supplies, materials or services that are bought infrequently throughout the year. A One Time Bid must set forth a known quantity and establish a specified delivery time and location. The contract expires when delivery, acceptance and payment have been completed. Single purchase contracts are available for cooperative participants use for twelve (12) months from date of award.

**B. TERM CONTRACTS**

Term Contracts are competitively bid purchases of supplies, materials or services that are bought frequently throughout the year by numerous districts and/or offices. Quantities for purchases on Term Contracts cannot usually be established but the vendor is provided with estimated quantities to assist them in determining their pricing. Generally, Term Contracts are in effect for a minimum of one year, with many covering two years. Some contracts may specify quantities while others are considered requirement contracts for which the Department does not guarantee the purchase of a specific quantity.

Vendors will be given notice within the bidding document of their rights and responsibilities under the terms of the contract and that they may be contacted directly by political subdivisions regarding contract items. Vendor participation is required for all ODOT contracts. Note, refer to section IV for the Department's salt contract procedure.

### **III: Procedures for Political Subdivision Participation**

#### **Step 1: Contracts Available for Use**

A contract listing and or information on specific One Time and Term Contracts are available through this program and can be obtained from the following address, telephone numbers or website:

Ohio Department of Transportation  
Co-op Purchasing Coordinator  
800-459-3778 or 614-644-7870  
Office of Contracts, Purchasing Services  
1980 W. Broad St., 1st Floor  
Columbus, Ohio 43223  
Website: <http://www.dot.state.oh.us> **NOTE: Please refresh each page visited**

#### **Step 2: Adopt and Submit Resolution (Attachment A contains a sample resolution)**

The political subdivision shall pass a resolution or ordinance requesting that it be authorized to participate in contracts awarded by the Ohio Department of Transportation.

The resolution or ordinance shall designate an agent and shall authorize that agent to agree to and be bound by all Ohio Department of Transportation contract terms and conditions and to assume all responsibility for placing orders and vendor payments.

**A certified copy of the resolution shall be filed with the Ohio Department of Transportation every two years. (Ordinances need not be renewed if they are considered, by the political subdivision, to be permanent legislation.)**

#### **Step 3: Submit Specific Request to Purchase**

A written request must be submitted by the authorized agent to the Office of Contracts, Purchasing Services in order to participate in any specific contract (reference step 1 for address).

Upon receipt of a written request, the Director of Transportation will review the file for a current resolution/ordinance and give written authorization to purchase from ODOT'S contract. A copy of the authorization letter will also be sent to the awarded vendor.

Once permission to participate in a specific contract is granted, ODOT will have no further involvement in the purchasing process of the political subdivision.

December 10, 2009

**Step 4: Place Orders Directly with Vendor**

All purchase orders shall be placed directly with the vendor by the authorized agent for the political subdivision. Political subdivisions are to be invoiced directly by the vendor.

**IV: Procedure for Participation in the Department's Salt Contract**

Political Subdivisions may participate in the Department's annual term contract for Sodium Chloride (rock salt). However, the procedure for participation is different for this contract. Political Subdivisions which have decided to participate in this contract shall file binding agreements with the Ohio Department of Transportation, Office of Contracts, Purchasing Services section (see Attachment B for sample language). The agreement shall indicate the Political Subdivision's salt requirements which will be included in the Department's bidding document. This agreement must be received by the Department prior to the mailing of the Invitation to bid so that your requirements can be included in the Department's bidding document for that winter season.

**ATTACHMENT A**

**SAMPLE RESOLUTION AUTHORIZING PARTICIPATION  
IN ODOT COOPERATIVE PURCHASING PROGRAM**

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE,

Be it ordained by (the Political Subdivision):

SECTION 1.

That the (Agent) hereby requests authority in the name of (the Political Subdivision) to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

SECTION 2.

That the (Agent) is hereby authorized to agree in the name of (the Political Subdivision) to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3.

That the (Agent) is hereby authorized to agree in the name of (the Political Subdivision) to directly pay vendors, under each such contract of the Ohio Department of Transportation in which (the Political Subdivision) participates, for items it receives pursuant to the contract.

SECTION 4.

That (the Political Subdivision) agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The (Political Subdivision) agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the (Political Subdivision) may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

December 10, 2009