

A G E N D A

**PIQUA CITY COMMISSION
TUESDAY, FEBRUARY 19, 2008
7:30 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR CITY COMMISSION MEETING

1. **APPROVAL OF MINUTES** Approval of the minutes from the January 28, 2008 Piqua City Commission Work Session and the February 4, 2008 Regular City Commission Meeting
2. **ORD. NO. 5-08**
(2nd Reading) An Ordinance enacting Chapter 54 of the Piqua Municipal Code to establish a new chapter entitled Right-Of-Way Management, which regulates the use of the public right-of-way and establishes a permit schedule
3. **ORD. NO. 6-08**
(1st Reading) An Ordinance amending Zoning Ordinance No. 42-96 and map of the City for the rezoning of 133 E. Main Street from I-1 (Light Industrial) to R-2 (Two-Family Residential)
4. **RES. NO. R-34-08** A Resolution repealing Resolution No. R-21-08 regarding the approval of a Mixed Use Planned Unit Development Concept Plan located at US Route 36 and R.M. Davis Parkway
5. **RES. NO. R-35-08** A Resolution approving a Mixed Use Planned Unit Development (M-PUD) Concept Plan for the Davis Village located at the northwest corner of US Route 36 and R.M. Davis Parkway
6. **RES. NO. R-36-08** A Resolution appointing members to various Boards and Committees for the City of Piqua

7. **RES. NO. R-37-08**

A Resolution authorizing the City Manager to execute a labor contract with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)

ADJOURNMENT

EXECUTIVE SESSION

Move into Executive Session to discuss Confidential Matters
(Charter Section 4-Meetings of Commission)

MINUTES
PIQUA CITY COMMISSION WORK SESSION
JANUARY 28, 2008
5:00 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

Piqua City Commission met in Special Work Session at 5:00 P.M. in the Municipal Government Complex City Commission Chambers, 201 W. Water Street. Mayor Hudson called the meeting to order at 5:00 P.M. Also present were Commissioners Martin, Vogt, and Fess. Absent: Terry. Also in attendance: City Manager Fred Enderle, Finance Director Cynthia Holtzapple, and Health & Sanitation Director Amy Welker.

Financial Health & Structure Review - Cindy Holtzapple

Finance Director Cindy Holtzapple gave a brief overview of the Financial Statements and handed out the Financial Statements for December 2007.

Financial Statements- What are they?

Cindy explained the documents are prepared to represent quantitative information gathered through various business transactions. This provides data to users so that they may evaluate and perform their own analysis of the city. Standard statements include: Statement of Revenues, Expenditures & Change in Fund & Balances, Balance Sheets, and other informal reports.

Users

Cindy explained who would be interested in obtaining this financial information and why.

Objectives of Report

Cindy explained what the objectives are for the use of the reports and why they were valuable.

Fund Types

Cindy explained how the funds are grouped together and went through each type of fund.

Mayor Hudson asked if all the funds were held in a bank?

Cindy stated no, and explained where the various accounts were held and why.

Statement of Revenues, Expenditures & Change in Fund Balance

Cindy explained this report is a Summary of Resource Inflows by source and type, Outflows by fund and purpose, determination of extent to which inflows met outflows, and went over the report line by line.

Income Statement- Income Tax

Cindy explained Revenues (Inflows) minus Expenditures (Outflows) for specific revenues.

Commissioner Fess asked about the \$684,985 collected from ambulance fees.

Cindy explained about the fees.

Commissioner Vogt asked if we have to give a portion of the ambulance fees to Springcreek and Washington Township.

Cindy stated yes, and explained how the fees were distributed.

Balance Sheet - Governmental Funds

Cindy stated a balance sheet is a picture of the city's financial position at a point in time, it must balance - Assets=Liabilities + Fund Balances. Cindy went over the balance sheet line by line.

Commissioner Martin inquired about the encumbrance numbers.

Cindy explained how they are used and when.

Income Tax Collection Report

Cindy explained the summary of levied income tax collections on a monthly and year to date basis and distribution of the tax collections to the appropriate funds.

Enterprise Reports

Cindy stated enterprise reports are like governmental but are self-sustaining and explained each group.

Commissioner Fess asked what the balance is in the electric fund at this time.

Cindy stated the electric fund is in the 6-7 million range at this time.

Summary of Indebtedness -- By Fund

Cindy explained this is the annual summary of debt activity by fund, not reported monthly.

Supplemental Financial Information

Cindy explained the departmental revenues and expenses to the budget and the cash & investment totals.

There was discussion of the higher percent (237%) in the Human Resource Fund, and Cindy explained the reason for the high percentage.

What reports are most important to review monthly and why?

Cindy explained what reports are the most important to review and stated the financial report is a cheat sheet to look at for information.

Budget Book Usage

Cindy encouraged the Commissioners to use their Budget Book to track spending after items are approved at Commission Meetings.

Cindy past out several handouts, which include a Glossary of Terms, and Basic Financial Statement information.

Mayor Hudson thanked everyone for attending.

Moved by Mayor Hudson, seconded by Commissioner Vogt, to adjourn from the Piqua City Commission Work Session at 6:25 P.M. Voice vote, Aye: Hudson, Terry, Vogt, Fess, and Martin. Nay: None. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

**MINUTES
PIQUA CITY COMMISSION
MONDAY, FEBRUARY 4, 2008
7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hudson called the meeting to order. Also present were Commissioners Martin, Vogt, Fess, and Terry. Absent: None.

PIQUA HEALTH BOARD

APPROVAL OF MINUTES

Moved by Commissioner Fess, seconded by Commissioner Vogt, that the minutes of the January 7, 2008 Piqua Health Board Meeting be approved. Voice vote, Aye: Terry, Martin, Vogt, Hudson, and Fess. Nay: None. Motion carried unanimously.

RES. NO. H-296

A Resolution modifying certain fees for service and repealing Resolution No. H-294

Commissioner Martin asked when the last increase was in fees.

City Manager Enderle stated it has been a couple of years since the fees were increased.

Commissioner Fess asked if the fees were in line with other counties around us.

Health & Sanitation Director Amy Welker explained how the fees are set.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. H-296 be adopted. Voice vote, Aye: Hudson, Fess, Martin, Vogt and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution H-296 adopted.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn from the Piqua Health Board at 7:35 P.M. Voice vote, Aye: Hudson, Terry, Vogt, Martin, and Fess. Nay: None. Motion carried unanimously.

REGULAR CITY COMMISSION MEETING

PRESENTATION: Ms. Kim Fair/Ms Penny Welbaum: Council on Rural Services

Re-Generation Program

Kim Fair, Re-Generation Coordinator gave a brief overview of the Regeneration Program currently being held in the Council on Rural Services building on R.M. Davis Parkway for citizens fifty and over.

Penny Welbaum, Staff member explained the need for funds to sustain the Re-Generation Program, and invited citizens to stop in and check out the many programs available for them.

Several members gave testimonials on the services they receive from the Re-Generation program, and how helpful it is to them to have a place to go to be active and socialize.

Mayor Hudson thanked Ms. Fair and Ms. Welbaum for sharing the information and stated a senior center in Piqua is something that is definitely needed.

Commissioner Fess asked if the Re-Generation Program is a stand- alone program.

Ms. Welbaum explained where the funds have come from so far for the Re-Generation Program, but stated the program has been out of funds since December 2007.

APPROVAL OF MINUTES

Moved by Commissioner Vogt, seconded by Commissioner Terry, that the minutes of the January 14, 2008 Piqua City Commission Work Session and the Regular City Commission Meeting of January 22, 2008 be approved. Voice vote, Aye: Terry, Martin, Vogt, Hudson, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 5-08

An Ordinance enacting Chapter 54 of the Piqua Municipal Code to establish a new chapter entitled Right-of-Way Management, which regulates the use of the public right-of-way and establishes a permit schedule

There was discussion on the regulation of the Right-of-Way Management process, and what utilities would be affected, and how it would be enforced with the passage of Ordinance No. 5-08.

Moved by Commissioner Terry, seconded by Commissioner Martin, that the Ordinance be given a first reading. Voice vote, Aye: Martin, Fess, Terry, Vogt, and Hudson. Nay: None. . Motion carried unanimously.

RES. NO. R-28-08

A Resolution establishing a Committee on Community Diversity and adopting of the Committee's mission and responsibilities

Commissioner Terry asked how the committee members would be appointed.

City Manager Enderle explained they would be appointed like all the other boards by applying.

Commissioner Fess asked how many would be residents on the board and how many would be city representatives.

City Manager Enderle stated there would be five citizens appointed and two representatives from the city would be appointed.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-28-08 be adopted. Voice vote, Aye: Hudson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-28-08 adopted.

RES. NO. R-29-08

A Resolution establishing a different date for the second Regular Commission meeting February

Commissioner Terry voiced her opinion about changing the Monday Holiday meetings that have a conflict on the yearly calendar so there would not be a need for the resolutions to change the day when it falls on a holiday.

Commissioner Vogt voiced his opinion on moving the Piqua City Commission Meetings to Tuesday evenings.

City Manager Enderle stated he would like to analyze the possibilities and met with Commissioners at some time.

Moved by Commissioner Terry, seconded by Commissioner Fess, that Resolution No. R-29-08 be adopted. Voice Vote, Aye: Terry, Hudson, Fess, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-29-08 adopted.

RES. NO. R-30-08

A Resolution awarding contracts for the purchase of transformers for the Power System

Commissioner Terry asked if the transformers were approved in the 2008 Budget.

Mayor Hudson asked about the number of bidders this year.

Commissioner Vogt asked if we had received the transformers ordered last year yet.

Ed Krieger, Assistant Power System Director, explained the transformers were included in the 2008 Budget, and there were a large number of bidders this year. The transformers that were ordered last year are here, but it takes a long time to make them.

Commissioner Fess asked if the transformers were custom built.

Mr. Krieger stated yes, they are custom built for each particular city.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-30-08 be adopted. Voice vote, Aye: Martin, Terry, Hudson, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-30-08 adopted.

RES. NO. R-31-08

A Resolution authorizing reimbursement of a share of the cost of the local funding match with Miami County, the City of Tipp City and the City of Troy to provide transit service to Miami County

Commissioner Fess asked if Tipp City's share was lower because of less usage.

City Manager Enderle stated yes, Troy and Piqua have more usage.

Commissioner Terry asked if there has been any discussion on other ways to fund the program.

City Manager Enderle explained there have been meetings on funding alternatives.

Commissioner Fess asked if this is state funding that is being used to fund the transit program.

City Manager Enderle stated yes, this is the local share of the state funds being used.

Commissioner Vogt asked how the service has been since leaving Piqua.

City Manager Enderle stated service is better now, the problems have been worked out.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-31-08 be adopted. Voice vote, Aye: Hudson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-31-08 adopted.

RES. NO. R-32-08

A Resolution reappointing a member and an alternate member to the Miami Valley Regional Planning Commission

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-32-08 be adopted. Voice vote, Aye: Hudson, Martin, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-32-08 adopted.

RES. NO. R-33-08

A Resolution requesting authorization to issue a purchase order to Flatirons Engineering, Inc. for Phase 2 of the Water Department SCADA (Supervisor Control and Data Acquisition) system

Commissioner Terry asked if someone would explain the SCADA System.

Tom Zechman, Public Works Director gave a brief explanation of the SCADA System, how it works and the benefits to the City of Piqua.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-33-08 be adopted. Roll call, Aye: Hudson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-33-08 adopted.

OTHER

Month reports for December 2007

The Monthly Reports for January 2008 were accepted.

Public Comments

Chuck Starrett, 4244 Demming Road read a prepared statement.

Joe Drapp, 1366 Park Avenue stated the P.O.I.N.T. organization and Chuck Starrett do not speak for him as a citizen of Piqua. Mr. Drapp voiced his concern over the P.O.I.N.T. group referendums being circulated on turning over several of the property maintenance ordinances.

Frank Barhorst, 220 S. Wayne Street stated the P.O.I.N.T. organization does not speak for him or the members of the Southview Neighborhood Association.

Mr. Barhorst voiced his opinion on the location of the senior center on R.M. Davis Parkway.

Several citizens voiced their concern about the way the city is handling the referendums circulated by the P.O.I.N.T. group and stated they would like to see them put on the ballot for the citizens to vote on.

Mayor Hudson asked Adam Jacomet, Director of the Sterling House, to come forward and give a little background on the Caregiver of the Year Award that was presented to Ruth Kaiser, Resident Care Coordinator at the Sterling House.

Bill Shinall, 1612 New Haven Road, voiced his opinion about the Workcamp Group coming into Piqua this summer to help residents clean and fix up their homes.

Commissioner Vogt stated he recently drove around the Second Ward, and wanted to congratulate all the residents who have taken pride in their properties and have taken the time to fix them up over the last several years.

Commissioner Vogt further stated he has received several telephone calls in regards to higher electric and water bills and asked that citizen watch their use of electric heaters and be sure to turn off and fix leaking faucets or pipes.

Commissioner Martin asked that residents please call their commissioners to voice their opinions, this is one way to express what they want to would like to see happen in Piqua.

Commissioner Fess stated people are listening, she has had a tremendous number of telephone calls lately from residents.

Commissioner Fess commended Kim Fair and Penny Welbaum on the wonderful Regeneration Program, and all the senior citizens that take advantage of the various programs they offer.

Commissioner Terry thanked the Council on Rural Services for providing the Regeneration Program, it is very important to our community.

Commissioner Terry congratulated Ruth Kaiser on the Caregiver of the Year Award.

Commissioner Terry stated she recently heard from Zack Williams, a young man interested in having a skate park in the City of Piqua.

Commissioner Terry stated there are several vacant board seats available, and asked that citizens step up and fill these seats to serve the City of Piqua.

City Manager Enderle read the list of board openings, and stated applications may be picked up in the City Manager's office or can be obtained on the City of Piqua's web site.

Mayor Hudson voiced his opinion on the March 4, 2008 Piqua School Levy.

Mayor Hudson asked Police Chief Willcox about the decrease in the number of Police Calls on the monthly report.

Police Chief Willcox explained the reason behind the reduction in police calls recently.

Moved by Commissioner Terry, seconded by Commissioner Vogt at 8:45 P.m. to move into Executive Session to consider pending litigation.

Moved by Commissioner Vogt, seconded by Commissioner Fess, to adjourn from Executive Session and the Regular Piqua City Commission meeting at 10:15 P.M. Voice vote, Aye: Fess, Hudson, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 5-08

AN ORDINANCE ENACTING CHAPTER 54 OF THE PIQUA MUNICIPAL CODE TO ESTABLISH A NEW CHAPTER ENTITLED RIGHT-OF-WAY MANAGEMENT, WHICH REGULATES THE USE OF THE PUBLIC RIGHT-OF-WAY AND ESTABLISHES A PERMIT SCHEDULE

WHEREAS, it is in the public interest for the City of Piqua to exercise control over the City Rights-of-Way, including construction and other work activity in the City Rights-of-Way; and

WHEREAS, it is necessary to regulate such activity in the City Rights-of-Way to promote efficiencies, to discourage duplication of activity, to encourage coordination of such activity, to lessen public inconvenience, and to promote public safety.

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

SECTION 1. That the City of Piqua hereby adopts Chapter 54 entitled Right-of-Way Management and hereby reads in full as follows:

CHAPTER 54: RIGHT-OF-WAY MANAGEMENT

Section

- 54.01 Purpose and scope of chapter
- 54.02 Definitions
- 54.03 Types of permits; grant of authority
- 54.04 Procedure for Permits, Terms
- 54.05 Criteria for granting permits
- 54.06 Use of right-of-way
- 54.07 Obligations of permittees; conditions of permits
- 54.08 Permit fees and auditing
- 54.09 Notice of right of way work, joint planning
- 54.10 Use of permittee facilities
- 54.11 Indemnification
- 54.12 Removal of facilities

- 54.13 Remedies and revocation
- 54.14 Reservation of rights
- 54.15 Street vacation
- 54.16 Temporary movement of facilities
- 54.17 Permanent removal or relocation of facilities
- 54.18 Foreclosure and receivership
- 54.19 Discontinuance of operations, abandoned and unused facilities
- 54.96 Nonenforcement and waivers by city
- 54.97 Controlling law.
- 54.98 Captions
- 54.99 Penalties

§ 54.01 PURPOSE AND SCOPE OF CHAPTER

(A) The purpose of this chapter is to provide requirements for the use or occupation of any and all right-of-way and public property in the City, the issuance of permits to persons for such use or occupancy and to set forth the policies of the City related thereto.

(B) This chapter does not take the place of any franchise, license, or permit which may be additionally required by law and shall not alter or affect the requirements imposed by Piqua Code sections 51.45 to 51.47, Chapter 92, and/or Chapter 117. Each permittee shall obtain any and all such additional franchises, licenses or permits necessary to the operations and conduct of its business.

(C) The Public Works Director, or his or her representative, is hereby granted the authority and duty of enforcing the provisions of this chapter.

(D) No person shall erect, place or store any objects, items, basketball poles, fixtures, material, equipment, shed, roof, fence or temporary walk, guard, device or any other structure on a public right of way without first obtaining a permit from the Public Works Director to do so; nor shall any person move any building or structure onto, across or over any public right of way without first obtaining a permit from the Public Works Director.

(E) The policy of the City with regard to right-of-way is hereby declared to be:

1. To authorize any right-of-way user to utilize the right-of-way in a competitively neutral, non-discriminatory manner that maximizes the efficient use of and conserves the right-of-way and

minimizes the burden on the right-of-way, physically and aesthetically;

2. To promote public safety and protect public property;
3. To promote the utilization of right-of-way for the public health, safety and welfare and to promote economic development in the City;
4. To promote the availability of a wide range of utility, communication and other services, including the rapid deployment of new technologies and innovative services, to the City's citizens and taxpayers at reasonable rates;
5. To promote cooperation among the City and permittees in the occupation of right-of-way, and work therein, in order to minimize public inconvenience during work in the right-of-way and avoid uneconomic, unneeded and unsightly duplication of facilities;
6. To ensure adequate public compensation for the regulation of the private use of the right-of-way and the regulation thereof; and
7. To promote and require reasonable accommodation of all uses of right-of-way and to establish the following priority of use of right-of-way, when all requested usage of right-of-way by permittees cannot be accommodated:
 - (a) First priority: use by the City;
 - (b) Second priority: use by another governmental entity with City's concurrence or other uses required by law;
 - (c) General Permittees and franchisees shall have third priority;
 - (d) General Permittees shall have fourth priority; and
 - (e) Special Permittees shall have fifth priority;provided, however, that the Public Works Director may reasonably require right-of-way permittees to cooperate to accommodate use by other permittees and provided further that the Public Works Director may alter this priority when the Public Works Director reasonably determines a deviation to be in the public interest.
8. To protect the value of private property by setting minimum aesthetic standards for uses of public property; and
9. To require underground placement of all facilities in areas with existing underground facilities; and
10. To require the improvement of existing areas to underground facilities to be at the permittee's cost; and
11. To protect existing facilities, structures, and trees in the public right-of-way during the installation of new underground facilities and to assure the repair of existing underground facilities and

co-existence with new underground facilities to protect the first facilities' usability.

12. To minimize the impact on existing facilities and/or utilities including landscaping.

(F) Nothing in this Chapter should be construed to apply the provisions of this chapter to facilities owned or operated by the City or any of its operations.

(G) Unless otherwise specifically stated in a permit or in a franchise, all permits granted hereunder shall be non-exclusive.

(H) The Public Works Director is the principal city official for administration of right-of-way permits for work and excavations made in the right-of-way. The Public Works Director may delegate any or all of the duties hereunder.

§54.02 DEFINITIONS

For purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this section. The words *shall* and *will* are mandatory and *may* is *permissive*. Words not defined shall be given their common and ordinary meaning.

"Applicant" means any person requesting permission to occupy, lease or operate facilities using the right-of-way, or to excavate the right-of-way.

"Approved" means approval by the City pursuant to this chapter or any regulations adopted hereunder.

"Best efforts" means the best reasonable efforts under the circumstances, taking into consideration, among other appropriate matters, safety, expedition, available technology and human resources and cost.

"Chapter" or **"this chapter"** means this chapter 54 of the City of Piqua Code of Ordinances, as amended from time to time and any regulations adopted hereunder.

"City" means the City of Piqua, Ohio, or, as appropriate in the case of specific provisions of this chapter, any board, bureau, authority, agency, commission, department of, or any other entity of or acting on behalf of, the City of Piqua, or any officer, official, employee, representative or agent thereof, the designee of any of the foregoing, or any successor thereto.

"Commission" means the City Commission of the City of Piqua.

"Facility" means lines, pipes, irrigation systems, wires, cables, conduit facilities, poles, towers, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters, appurtenances, or other equipment.

"Force majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of Ohio or any of their departments, agencies, or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms,

floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party, but only to the extent the disabled party notifies the other party as soon as practicable regarding such *Force Majeure* and then of only so long as and to the extent that, the *Force Majeure* prevents compliance or causes non-compliance with the provisions hereof.

"Franchise" shall mean a valid franchise pursuant to the Constitution and laws of Ohio and/or the United States, extended by the City and accepted by any person, business, firm or entity, pursuant to which such person, business, firm or entity may operate or provide utility, cable television, communications or other such services to consumers within the City.

"Gross revenues" shall mean all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by a general permittee arising from or attributable to the sale or exchange of any services within the City in any way derived from the operation of its facilities in or use of the right-of-way.

"Permit" means the non-exclusive grant of authority to use or occupy all or a portion of City's rights-of-way granted pursuant to this chapter.

"Permittee" means any person, business, firm or entity issued a permit pursuant to this chapter to use or occupy all or a portion of the right-of-way in accordance with the provisions of this chapter and said permit.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

"Public property" means any real property owned by the City or easements held or used by the City, other than a right-of-way.

"Public Works Director" means the Director of the Public Works Department of the City of Piqua, Ohio, or the authorized representative.

"Regulation" means any rule adopted by and pursuant to the authority of this chapter.

"Residential related purposes" shall mean residential use of right-of-way for mailboxes, decorative purposes, curb cuts, driveways, irrigation systems and other uses permitted in the right-of-way by ordinance.

"Right-of-way" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held by the City which shall, within its proper use and meaning in the sole opinion of the City, entitle a permittee or franchisee, in accordance with the terms hereof and of any permit, to the use thereof for the purpose of installing or operating any poles, wires, cables, transformers, conductors, ducts, lines, mains, conduits, vaults, manholes, amplifiers, appliances, attachments or other property or facilities as may be ordinarily necessary and pertinent to the provisions of utility, cable television, communications or other services as set forth in any franchise or any permit. Right-of-way shall also include public property, but only to the extent the use or occupation thereof is specifically granted in a permit or by ordinance or regulation.

§54.03 TYPES OF PERMITS; GRANTS OF AUTHORITY

(A) The following type of permits are available:

1. Franchise Permit – Permit granted to holders of a valid franchise;
2. General Permit – Permit granted to persons who do not hold a franchise but who desire and are granted authority to utilize rights-of-way generally; provided, however, that nothing in this chapter or in any general permit shall be construed to authorize the permittee to provide any utility, cable television, communications or other services for which the City may lawfully require a franchise;
3. Special Permit – Permit granted to persons for a specific, limited use of the rights-of-way or a specific portion thereof;
4. Residential Permit - Permit granted to an adjacent or proximate residential landowner to occupy or use a portion of the right-of-way for residential related purposes.

(B) All Permits shall specify the use or uses for which such permits are granted, the conditional date of expiration of the permit and such other non-discriminatory terms and conditions as are appropriate and as are set forth in the regulations.

(C) Permits and the rights of permittees there under are not transferable without the express written approval of the City Manager or the Public Works Director.

§54.04 PROCEDURE FOR PERMITS, TERMS

(A) Applicants for Franchise Permits shall be granted a franchise permit hereunder which shall be valid and the applicable provisions that franchise and of this chapter are complied with; provided, however, that a franchise permit shall only entitle the franchise permittee to utilize the right-of-way, in accordance with this chapter, for purposes directly related to the provision of the specific services for which it has a specific franchise. Any other right-of-way use by such permittee shall require a separate permit. Any condition of Chapter 117 Competitive Service Authorizations shall also be satisfied.

(B) Applicants for General Permits, or renewals thereof, shall file an application therefore, in such form as regulations require, along with an application fee as also set forth in the regulations. The Public Works Director shall determine if the application is in order and, if so, forward the application to City Commission to determine whether or not, in accordance with the criteria set forth in Section 54.06, the Applicant should be granted a permit hereunder. City Commission shall make a final determination as to whether or not such permit should be granted and if so, upon what terms and conditions. The term of such permit shall be for five (5) years.

(C) Applicants for Special Permits, or renewals thereof, shall file an application therefore, in such form as the regulations require, along with an application fee as also set forth in the regulations. The Public Works Director

shall determine if the application is in order and if so, and if the Public Works Director also finds, in accordance with the criteria set forth in Section 54.06 that the application should be granted, the Public Works Director shall conditionally grant or renew such a Permit. Residential Permits shall be valid until canceled by the Public Works Director upon sixty (60) days' written notice to the permittee; provided, however, that upon a finding by the Public Works Director that an emergency exists, the Public Works Director may cancel any such permit upon such lesser notice as is necessary under the circumstances.

(D) Permits for residential related purposes are not required; however any residential related uses:

1. Exists and continues at the sufferance of the City;
2. May not jeopardize or adversely affect the public health, welfare, morals or safety;
3. May not interfere with the City's own uses or the right-of-way;
4. Must be modified, moved, or removed, upon notice, when the City determines in its sole judgment that such action is necessary; provide further, that in an emergency, or upon failure of the responsible party to respond in a timely fashion, the City may do or contract to do whatever it requires and recover the costs of same as such costs are recoverable by law.

(E) Before any construction may be begun in the right-of-way, the permittee shall file with the Public Works Director a performance bond in the required amount from a company licensed to do business in the State of Ohio, which such performance bond shall be maintained at the sole expense of the permittee so long as the permittee has facilities located in the right-of-way.

(F) Any applicant may appeal the failure of the Public Works Director to grant a permit or to recommend it to be granted upon terms and conditions acceptable to the applicant. In order to perfect such appeal, the applicant shall file within ten (10) days of the Public Works Director's determination or recommendation or ninety (90) days of the filing of the application if the Public Works Director has taken no action, an appeal to the City Manager. The City Manager shall then review the matter and render a final determination after affording the applicant an opportunity to be heard either in person or in writing. Except to the extent otherwise appealable by law, the City Manager's decision shall be final.

§54.05 CRITERIA FOR GRANTING PERMITS

(A) Franchise permits shall be granted to all persons holding a valid franchise and shall be effective for so long as such franchise is valid and the permittee complies with the provisions of such permit and this chapter.

(B) General and special permits shall be granted to persons based upon a determination that the following criteria are met:

1. The granting of the permit will contribute to the public health, safety or welfare in the City;
2. The granting of the permit will be consistent with the policy of the City as set forth in Section 54.01 hereof;

3. The permittee has and will continue to have liability insurance in effect, which names the City as an additional insured, in such amounts and for such liability as the City may require. Proof of said insurance, in a manner acceptable to the City, shall be provided to the City annually. If the insurance coverage expires, the permit will become null and void;
4. The applicant is a proper person to hold a permit and will fulfill all its obligations hereunder;
5. All field and maintenance personnel and equipment shall be responsible to perform proper construction zone traffic control as per the Ohio Department of Transportation (ODOT) Guidelines.

§54.06 USE OF RIGHT-OF-WAY

(A) The permittee's use of the right-of-way shall in all matters be subordinate to the City's use or occupation of the right-of-way. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the City.

(B) The permittee shall coordinate the placement of facilities in a manner which minimizes adverse impact on any public improvement, as reasonably determined by the City.

(C) The permittee shall consider any request made by the City concerning placement of facilities in private easements in order to limit or eliminate future street improvement relocation expenses.

(D) All facilities shall be located and laid so as not to disrupt or interfere with any pipes, drains, sewers, irrigation systems, or other structures or public improvements already installed. In addition, the permittee shall, in doing work in connection with its facilities, avoid, so far as may be practicable, disrupting or interfering with the lawful use of the streets, alleys, sidewalks or other public lands of the City.

(E) All facilities of the permittee shall be placed so that they do not interfere with the use of right-of-way and public lands. The City, through its Public Works Director, shall have the right to consult and review the location, design and nature of the facility prior to its being installed.

(F) Whenever reasonably possible, all newly constructed facilities shall be located underground. The permittee shall comply with all requirements of the City relating to underground facilities.

(G) The permittee shall not interfere with the facilities of the other right-of-way users without their permission. If and when the City requires or negotiates to have a service provider cease using its existing poles and to relocate its facilities underground, all other service providers using the same poles shall also relocate their facilities underground at the same time.

(H) The Public Works Director may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is currently or, pursuant to current technology, the Public Works Director expects will someday be located within the right-of-way. All right-of-way permits issued by Public Works Director shall indicate the proper corridor for the

Right-of-Way user's facilities. Any Right-of-Way user whose facilities are currently in the right-of-way in a position at a variance with the designated corridors shall, no later than at the time of next reconstruction or excavation of the area where its facilities are located, move the facilities to its assigned position within the right-of-way, unless this requirement is waived by Public Works Director for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, user service needs and hardship to the Right-of-Way user.

(I) All earth, materials, sidewalks, paving, crossings, utilities, other public improvements or improvements of any kind damaged or removed by the permittee shall be fully repaired or replaced promptly by the permittee at its sole expense and to the reasonable satisfaction of the City. Upon determination by the Public Works Director that such repair or replacement is a public safety matter, all such repair or replacement shall be commenced within twenty-four (24) hours of notice from the City, or the Public Works Director may direct the City to make such repair or replacement and bill the permittee for the City cost. The Public Works Director has the authority to inspect the repair or replacement of the damage, and if necessary, to require the permittee to do any necessary additional work at the permittee's expense.

(J) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of a permittee's facilities in the right-of-way shall be in accordance with applicable federal, state and local law and regulations, including those promulgated by national trade associations commonly associated with the service provided by the permittee. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Ordinance may be in addition to or stricter than such minimum standards. A permittee shall not construct or reconstruct any of its facilities located upon, over, under or within the City right-of-way without first having submitted in writing a description of its planned improvement to the Public Works Director and having received a permit for such improvement. The Public Works Director may require that any drawings, plans and/or specifications submitted be certified by a registered professional engineer stating that such drawings, plans and/or specifications comply with all applicable technical codes, rules and regulations, unless such plans are based directly on nationally recognized codes, which are appropriately cited, and attested to on the plans by the signature of an authorized official of the organization applying for the permit.

(K) The permittee shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and horizontal and vertical location of its facilities located within the right-of-way, both underground and overhead, when requested by the City or its authorized agent for a public improvement. Such location and identification shall be at the sole expense of the permittee without any expense to the City, its employees, agents, or authorized contractors.

§54.07 OBLIGATION OF PERMITTEES; CONDITIONS OF PERMITS

(A) In addition to the other requirements set forth herein each franchise, general and special permittee shall:

1. Locate its improvements within the right-of-way in a manner which attempts to anticipate and preserve available space for future use by the City or other permittees, and submit to the City, in the form of a scaled drawing, the proposed location of the improvements for approval by the City prior to the placement or installation of any of the improvements;
2. Use its best efforts to cooperate with other permittees and the City for the best, most efficient, most aesthetic and least obtrusive use of right-of-way, consistent with safety and to minimize traffic and other disruptions including street cuts;
3. Participate in such joint planning and advance notification of right-of-way work, excepting such work performed in emergencies or other exigent circumstances;
4. Cooperate with other permittees and in utilization of, construction in and occupancy of private right-of-way, but only to the extent the same is not inconsistent with the grant thereof or state or federal law or is not additionally burdensome to any property owner;
5. Provide maps or other information identifying any changes since the most recent, previous plans, maps or description, in such form and at such times, no less than annually, as the regulations require. Said maps and information shall locate, describe and identify all uses, structures and facilities of such permittee, of and in the rights-of-way;
6. Perform all work, construction, maintenance or removal of structures and facilities within the right-of-way in accordance with good engineering and construction practice and ODOT traffic control guidelines, including any appropriate safety codes and in accordance with the regulations and use best efforts to repair and replace any street, curb or other portion of the right-of-way, or facilities or structure located therein, to a condition materially equivalent or to City standards, whichever is greater, to its condition prior to such work, and to do so in a manner which minimizes inconvenience to the public, the City and other permittees, all in accordance with regulations and City Engineering Standards;
7. Register with all appropriate underground reporting services; and
8. Not, unless otherwise set forth in a permit and without the City's prior written approval, enter into leases or other agreements for the use of such permittee's facilities located within the rights-of-way. All such final, approved leases or agreements shall be filed with the Public Works Director.

(B) Each permittee shall assure that all subcontractors or others performing any work or services in the right-of-way on behalf of said permittee comply with all applicable provisions of this chapter and said permittee shall be responsible and liable hereunder for all actions of any such subcontractor or others as if said permittee had performed or failed to perform any such obligation.

(C) To the extent allowed by law, the City may limit the number of right-of-way opening permits, based upon, but not necessarily limited to, specific local considerations such as:

1. The capacity of the right-of-way to accommodate service facilities;
2. The impact on the community of the volume of facilities in the right-of-way;
3. The disruption arising from numerous excavations of the right-of-way;
4. The financial capabilities of the service provider and its guaranteed commitment to make necessary investments to erect, maintain and operate the proposed facilities; or
5. Any other consideration based upon the interests of the public safety and welfare.

§54.08 PERMIT FEES AND AUDITING

(A) Telecommunication and Utility Permittees pay an annual fee determined by the following:

1. Permittees utilizing less than one mile of Right-of-Way shall pay a fee of One Thousand Dollars per year.
2. Permittees utilizing between one and ten miles of Right-of-Way shall pay a fee of Ten Thousand Dollars.
3. Permittees utilizing more than ten miles of Right-of-Way shall pay a fee of Twenty Five Thousand Dollars.

Such fee shall be paid in advance for each year prior to January 31. Partial year permits shall be prorated.

(B) Special Permittees shall pay an annual fee of Ten Cents (\$.10) per linear foot of Right-of-Way used or occupied, but not less than One Hundred Dollars (\$100). Such fee shall be paid in advance for each year prior to January 31 of such year. Partial year permits shall be prorated.

(C) In addition to the annual fees set forth in subsection (A) and (B) hereof, Permittees shall reimburse the City for the cost of inspection of the erection, installation, maintenance and/or restoration authorized by the Right-of-Way Work Permit. Such reimbursement is payable upon receipt of an invoice from the City.

(D) As additional compensation for the use of the Right-of-Way, the City Manager, in his sole discretion, may require Permittees to release the City from any obligation to pay compensation to the Permittee for the cost of relocation of utilities located in private easements in conjunction with road improvement projects.

§54.09 NOTICE OF RIGHT OF WAY WORK, JOINT PLANNING

(A) All permittees shall file a written notice, in such form as the regulations require, with the Public Works Director at least thirty (30) days before working in or on the right of way. In addition to such other information as the regulations require, such notice shall contain or indicate, to the extent applicable:

1. The right-of-way affected;
2. A description of any facilities to be installed, constructed or maintained;
3. Whether or not any street will be opened or otherwise need to be restricted, blocked or closed;
4. An estimate of the amount of time needed to complete such work;
5. A description and timetable of any remedial measures planned to close any street opening or repair any damage done to facilitate such work;
6. A statement verifying that other affected or potentially affected permittees have been notified; and
7. A map showing the proposed facilities' location, and the location of any other infrastructure located near the proposed facilities

(B) The Public Works Director shall adopt regulations governing joint planning requirements for all permittees.

(C) Permittees may, under emergency or other exigent circumstances, work in the right of way so long as the permittee uses best efforts to provide the City the notice required by subsection (A) hereof at the earliest possible time.

(D) Permittees shall, under emergency conditions as declared by the Public Works Director work 24 hours per day with full crew levels.

§54.10 USE OF PERMITTEE FACILITIES

The City shall have the right to install and maintain free of charge upon any poles and within any underground pipes and conduits or other facilities of any franchise general or special permittee any facilities desired by the City unless such installation and maintenance unreasonably and materially interferes with existing and future operations of the permittee, and that such installation and maintenance would be unduly burdensome to such permittee. Each permittee shall cooperate with the City in planning and design of its facilities so as to anticipate the City's needs in this regard.

§54.11 INDEMNIFICATION

Each permittee shall indemnify, protect and hold harmless the City from any claim, loss or damage arising in any way from permittee's use of the right-of-way including but not limited to traffic control, OSHA or the construction operation or

maintenance of permittee's facilities or from any such permittee's negligent or wrongful act or omission.

§54.12 REMOVAL OF FACILITIES

(A) In the event any permittee intends to discontinue use of any facilities within the right-of-way, such permittee shall submit a notice to the Public Works Director describing the portion of the facilities to be discontinued and the date of discontinuance, which date shall not be less than thirty (30) days from the date such notice is submitted to the Public Works Director. The permittee may not remove, destroy or permanently disable any such facilities after such notice without the written approval of the Public Works Director. The permittee shall remove and repair surface conditions, and secure such facilities as set forth in the notice unless directed by the Public Work Director to abandon such facilities in place.

(B) Upon such abandonment and acceptance by the City in writing, full title and ownership of such abandoned facilities shall pass to the City, excluding any environmental hazards, and the City shall have no obligation to pay compensation to the permittee. The permittee shall, however, continue to be responsible for all taxes on such facilities or other liabilities associated therewith, until the date the same is accepted by the City.

§54.13 REMEDIES AND REVOCATION

(A) In case of any failure of permittee's facilities, whether due to damage, age, lack of maintenance or any other cause, the City shall notify permittee who shall, within the time stipulated by the City, respond and repair such failed facility. Should permittee fail to act as required, or in cases where protection of public safety requires an immediate response, the City may take any required, corrective action and recover the costs of same from the permittee by bond execution, civil action or by certifying the amount to the County Auditor for collection with the permittee's personal property or real estate taxes.

(B) The Public Works Director shall give the permittee thirty (30) days prior written notice of City's intent to revoke the permit under this section stating the reasons for such action, unless it is an automatic revocation pursuant to this chapter. If the permittee cures the stated reason within the thirty (30) day notice period or if the permittee initiates efforts satisfactory to the City to remedy the stated violation, the City may not revoke the permit. If the permittee does not cure the stated violation or undertake efforts satisfactory to the City to remedy the stated violation, then, after granting the permittee an opportunity to be heard in person or in writing, the Public Works Director may revoke the permit.

In the event the permit is revoked, all facilities located in the right-of-way or located upon public property shall be removed from the streets and public places of the City at the sole expense of the permittee

§54.14 RESERVATION OF RIGHTS

(A) Nothing in this chapter shall be construed to prevent the City from constructing, maintaining, repairing or relocating any City utility, communications or like facilities; grading, paving, maintaining, repairing, relocating or altering any street, utility, or right-of-way; or constructing, maintaining, relocating, or repairing any sidewalk or other public work or improvement.

(B) Nothing in this chapter should be construed so as to grant any right or interest in any right-of-way or public property other than that explicitly set forth herein or in a permit.

(C) Nothing in this chapter shall be construed to alter or modify any rights previously granted under a franchise agreement.

(D) In emergency situations, the City reserves the right to relocate any and all facilities with no compensation to the permittee. Any permittee facilities removed will remain on site or as otherwise arranged until the permittee can reinstall the facilities. No notice of such emergency removal shall be made by the City to the permittee but the City shall notify the permittee of the emergency removal as soon as it is practical. No claims against the City for damages created by emergency removal of permittee facilities shall be made by the permittee.

§54.15 STREET VACATION

Unless preempted by state or federal law, in the event any right-of-way or public property used by a permittee shall be vacated or conveyed to others by the City during the term of any permit granted pursuant to this chapter, the permittee shall, at the permittee's expense, forthwith remove its facilities there from unless specifically permitted by the City to continue the same, and upon the removal thereof, restore, repair or reconstruct the area where such removal has occurred to a condition materially equivalent to that existing before such removal took place. Regulations may be adopted to further specify this requirement. In the event of failure, neglect or refusal of the permittee, after thirty (30) days written notice by the City to remove the facilities or to repair, restore, reconstruct, improve or maintain such vacated area, the City may do such work or cause it to be done, and the cost thereof as found and declared by the City shall be paid by the permittee as directed by the City and collection may be made by any available remedy.

§54.16 TEMPORARY MOVEMENT OF FACILITIES

In the event it is necessary temporarily to move or remove any of the permittee's wires, cables, poles, or other facilities placed pursuant to this chapter, in order to lawfully move a large object, vehicle, building or other structure over the streets or utilities of the City, upon two (2) weeks written notice by the City to the permittee, the permittee shall, at the expense of the person requesting the temporary removal of such facilities (excluding the City), comply with the City's request.

§54.17 PERMANENT REMOVAL OR RELOCATION OF FACILITIES

In the event that City utilities must be moved, removed or additional structures installed within the right-of-way or other public property, which requires the relocation or removal of the permittee's facilities, the permittee shall, at its own expense, cause such relocation or removal to be made within thirty (30) days.

§54.18 FORECLOSURE AND RECEIVERSHIP

(A) Foreclosure. Upon the foreclosure or other judicial sale of the permittee's facilities located within the right-of-way, the permittee shall notify the City of such fact and its permit shall be deemed void and of no further force and effect. The permittee shall remove all facilities from the right-of-way and repair existing

facilities to a condition equivalent to that existing upon the voiding of the permit, bonding shall be used as needed to insure the facilities are removed.

(B) Receivership. The City shall have the right to cancel any permit granted pursuant to this chapter subject to any applicable provisions of law, including the Bankruptcy Act, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the permittee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

1. Within one hundred and twenty (120) days after his election or appointment such receiver or trustee shall have fully complied with all the provisions of this chapter and the relevant permit and remedied all defaults there under; and
2. Such receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this chapter and the relevant permit.

54.19 DISCONTINUANCE OF OPERATIONS, ABANDONED AND UNUSED FACILITIES

(A) Provider who has discontinued or is discontinuing operation of any System in the City shall:

1. Provide information satisfactory to the City that the Provider's obligations for its System in the Rights-of-Way under this Chapter and any other chapters in the Codified Ordinances or other Laws that have been lawfully assumed by another Applicant and/or Provider; or
2. Submit a written proposal to re-use its Facilities in a manner that promotes the City's goals of providing innovative and economic solutions to efficiently and economically utilize a potentially limited Rights-of-Way capacity. Said proposal must be approved by the City Engineer; or
3. Submit a written proposal for abandonment of Facilities in place indicating why good engineering practice would support this type of solution. Said proposal must be approved by the City Engineer; or
4. Completely remove its entire System within a reasonable amount of time and in a manner acceptable to the City; or
5. Submit to the City, in good faith and within a reasonable amount of time, and in accordance with O.R.C. Sections 4905.20 and 4905.21, a proposal for transferring ownership of its Facilities to the City. If a Provider proceeds under this clause, the City may, at its option:

- a. Purchase the Facilities; or
 - b. Require the Provider to post a bond in an amount sufficient to reimburse the City for its reasonably anticipated costs to be incurred in removing the Facilities.
- (B) Facilities of a Provider who fails to comply with this Section and which remain Unused Facilities shall be deemed to be abandoned. Abandoned Facilities are deemed to be a public nuisance. The City may exercise any remedies or rights it has at Law or in equity, including, but not limited to: abating the nuisance; or taking possession of the Facilities and restoring them to a useable condition subject to the finding of the PUCO pursuant to the requirements of O.R.C. Sections 4905.20 and 4905.21; or requiring removal of the Facilities by the Provider or by the Provider's surety. If the City determines to require a Provider to remove Unused Facilities in any Rights-of-Way, the City shall use reasonable efforts to direct that this removal occur in conjunction with other scheduled excavation of the Rights-of-Way. If the City abates the nuisance it may take all action necessary to recover its costs to abate said nuisance, including but not limited to, those methods set forth in O.R.C. Section 715.261.

§54.96 NONENFORCEMENT AND WAIVERS BY CITY

The permittee shall not be relieved of its obligation to comply with any of the provisions of this chapter by reason of any failure of the City or to enforce prompt compliance. However, the Public Works Director may in individual instances and upon a request in writing establishing hardship and for good cause shown waive, in writing, any requirements of this chapter.

§54.97 CONTROLLING LAW

This chapter shall be construed and enforced in accordance with the Constitution and laws of the State of Ohio.

§54.98 CAPTIONS

The captions and headings in this chapter are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this chapter.

§54.99 PENALTIES

- (A) In addition to any other penalties set forth in this chapter, and the remedy of specific performance, the following penalties shall apply:
1. Any person, firm, corporation, or permittee violating Sections 54.01(D) or 54.14 shall be guilty of a misdemeanor of the first (1st) degree. Each day such violation continues shall be deemed a separate offense; and
 2. For failure to comply with any other provision of this chapter, the penalty shall be a civil forfeiture, payable to the City, in the amount of \$100.00 per day for each day of violation.

(B) Any permittee may be excused for violations of this chapter and its permit for reasons of Force Majeure.

SECTION 2. The Clerk shall send by certified mail a copy of this Ordinance to Time Warner Cable.

SECTION 3. This Ordinance shall take effect from the earliest allowable period by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____
2nd Reading

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK

ORDINANCE NO. 6-08

**AN ORDINANCE AMENDING ZONING ORDINANCE
NO. 42-96 AND MAP OF THE CITY FOR THE
REZONING OF 133 E. MAIN STREET FROM I-1
(LIGHT INDUSTRIAL) TO R-2 (TWO-FAMILY RESIDENTIAL)**

WHEREAS, the City Planning Commission by its Resolution No. P. C. 09-08 (Exhibit "A" attached hereto) has approved the rezoning of 133 E. Main Street from I-1 (Light Industrial) to R-2 (Two-Family Residential); and

WHEREAS, Section 154.141 of the Piqua Code has been complied with in all respects;

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

SEC. 1: The application to rezone 133 E. Main Street from I-1 (Light Industrial) to R-2 (Two-Family Residential) is hereby approved.

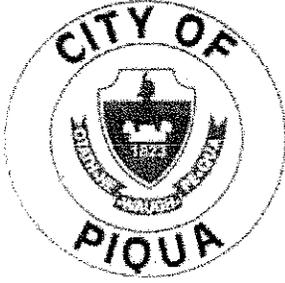
SEC. 2: The zoning map attached to Ordinance No. 42-96 as subsequently amended is hereby revised and amended to rezone 133 E. Main Street from I-1 (Light Industrial) to R-2 (Two-Family Residential) and the City Manager is hereby authorized to make said change on the original zoning map.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



PLANNING AND ZONING

Christopher W. Schmiesing – Planning and Zoning Supervisor
201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-5165
E-Mail: cschmiesing@piquaoh.org

February 11, 2008

MEMORANDUM

TO: Frederick E. Enderle, City Manager
RE: **Request for Legislation to Change the Zoning Designation of the Property known as 133 E. Main Street from I-1 Light Industrial to R-2 Two-Family Residential**

At the February 5, 2008 meeting of the Planning Commission, with all members present, the Planning Commission unanimously recommended approval of the above referenced zoning designation change for the subject property. Therefore, in accordance with § 154.141 of the codified ordinances I am forwarding this item for the City Commissions' consideration.

While the principal structure found on this property was once occupied by an office use that supported an adjacent light industrial use activity, this is no longer the case. The structure found on this parcel is currently occupied by a two-family use and is no longer associated with the use of the adjacent property (the use of which is now more commercial than industrial). The building and site characteristics found at the subject property adequately support the two-family use of the structure, as is attested to by the findings of the code compliance inspections recently completed at this location by building code and zoning code officials. Off-street parking requirements are satisfied by a parking area at the rear of the lot, and the non-standard setbacks of the principal structure were found to be consistent with the established building lines found within this neighborhood. Likewise, the residential use fits well with the surrounding residential land uses found in this neighborhood. No public comments for or against this request were received at the public hearing conducted by the Planning Commission on February 5, 2008.

Included with this memo for the City Commission's reference in considering this request, please find a copy of the Planning Commission resolution and the supporting documents pertaining to this matter.

Sincerely,

Chris Schmiesing

Chris Schmiesing
City Planner

Enc.

Exhibit "A"

RESOLUTION No. PC 09-08

WHEREAS, Nathan Wright, owner of 133 E. Main Street, the subject parcel, has requested the Planning Commission recommend approval of a change to the zoning designation of the subject parcel from I-1 Light Industrial to R-2 Two-Family Residential; and

WHEREAS, article 154.141(B) of the City of Piqua Code of Ordinances provides the procedure for considering a request to make an amendment, change, or repeal of any provision of the zoning chapter;

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and established as fact that the request being considered:

- Will be compatible with the stated intent of the zoning district.
- Will not threaten the general health, safety, and welfare of the surrounding properties, and the adjacent property values will not be negatively affected.
- Is compatible with the general economic development policies of the City.
- Conforms to all other applicable codes and regulations of the city.

NOW THEREFORE BE IT RESOLVED, board member Franz hereby moves to approve the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Taylor, and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Dick Sword	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mike Taylor	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mrs. Jean Franz	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF PIQUA, OHIO

Application for Zoning Change

1. Applicant's Name NATHAN WRIGHT Phone 778-0329
Applicant's Address 318 PINEWOOD AVE.

2. Owner's Name NATHAN & IRENE WRIGHT Phone 778-0329
Owner's Address 318 PINEWOOD AVE. PIQUA, OH

3. Type of legal interest held by applicant OWNER

4. Location of Rezoning request
A. Legal description (Inlot No. or attach legal description) 12 3509 50 1/2
B. Address 133 E. MAIN ST. PIQUA, OH

5. Existing zoning R-1

6. Existing usage 2-FAMILY RESIDENTIAL

7. Proposed zoning 2-FAMILY RESIDENTIAL

8. Proposed usage 2-FAMILY RESIDENTIAL

9. Is this "Request for Zoning" contingent upon annexation? Y N

10. Describe the reason for the requested rezoning: HAS BEEN USED 2-FAMILY
HAVE NO FUTURE PLAN TO USE AS INDUSTRIAL

11. Has a Rezoning Request for this location been made before? Y N
If yes, give date of previous application _____

12. No. of site plans submitted (16 required UNLESS waived) _____

I hereby certify that the proposed request is authorized by the "Owner of Record" and agree to conform to all applicable laws of the City of Piqua, Ohio.

Signature of Applicant Nathan Wright Date 1/24/2008

Signature of Owner Nathan Wright Date 1/24/2008

Note: Both the owner and the applicant shall sign when application is made by someone other than the owner.

***** OFFICE USE ONLY *****

~~\$50.00~~ Fee paid \$100.00 Date fee paid 1-24-08

Receipt no. 180246 P.C. Res. no. _____



PLANNING AND ZONING

Christopher W. Schmiesing – City Planner
201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-5165
E-Mail: cschmiesing@piquaoh.org

January 25, 2008

To: Planning Commission Members

RE: PC Resolution 09-08

The above referenced resolution if adopted will approve a change in the zoning designation of the subject parcel from I-1 Light Industrial to R-2 Two-Family Residential. The property in question is located at 133 E. Main Street.

The subject parcel is occupied by a structure that is currently occupied by a two-family use. Research indicates the retail commercial and service use of the structure, the last authorized use, existed until the mid 1980's. After that there was a period of vacancy until the dwelling unit use of the structure began in the mid 90's. A records review has verified that no zoning permit was secured for the conversion of this structure. However, the architectural characteristics of the building seem to support the two-family use of the structure, and the residential use also appears to fit well with the existing surrounding land uses. With off-street parking being satisfied by a parking area at rear of the lot, the only non-standard zoning conditions that exist at this premise pertain to the setbacks of the principal structure. Beyond that, the applicant will be required to have the property inspected by the zoning and building officials to determine what if any permits and improvements will be required to remedy any identified code deficiencies if the zoning change is approved.

Included in your packet you will find an illustration of the zoning in this vicinity and a photograph of the exterior of the front of the subject building for the commissions' use in considering this matter.

Respectfully,

Chris Schmiesing

Christopher W. Schmiesing
City Planner

Enc.

OCCUPANCY PERMIT

BUILDING INSPECTION OFFICE

Miami County

510 W. Water St., Suite 120, Troy, Ohio 45373-2984
440-8075 440-8066

UPPER VALLEY REALTY INC (NATHAN WRIGHT)

This is to confirm that the following building or structure located

at 133 EAST MAIN ST., PIQUA, OH 45356

Lot No. _____ Plat _____ Township _____

Zoning Permit No. N/A

Bldg. Permit No. 15693 Electrical Permit No. _____ Heating Permit No. _____

Sprinkler Permit No. _____

Building Contractor _____

Architect or author of Plans _____

Water Meter installed and
Waste Water system operational _____

Has been inspected and the following occupancy there is authorized

- Dwelling 2 FAMILY
- Accessory Building
- Pole Barn
- Addition
- Modular
- Storage Building
- Garage
- Porch

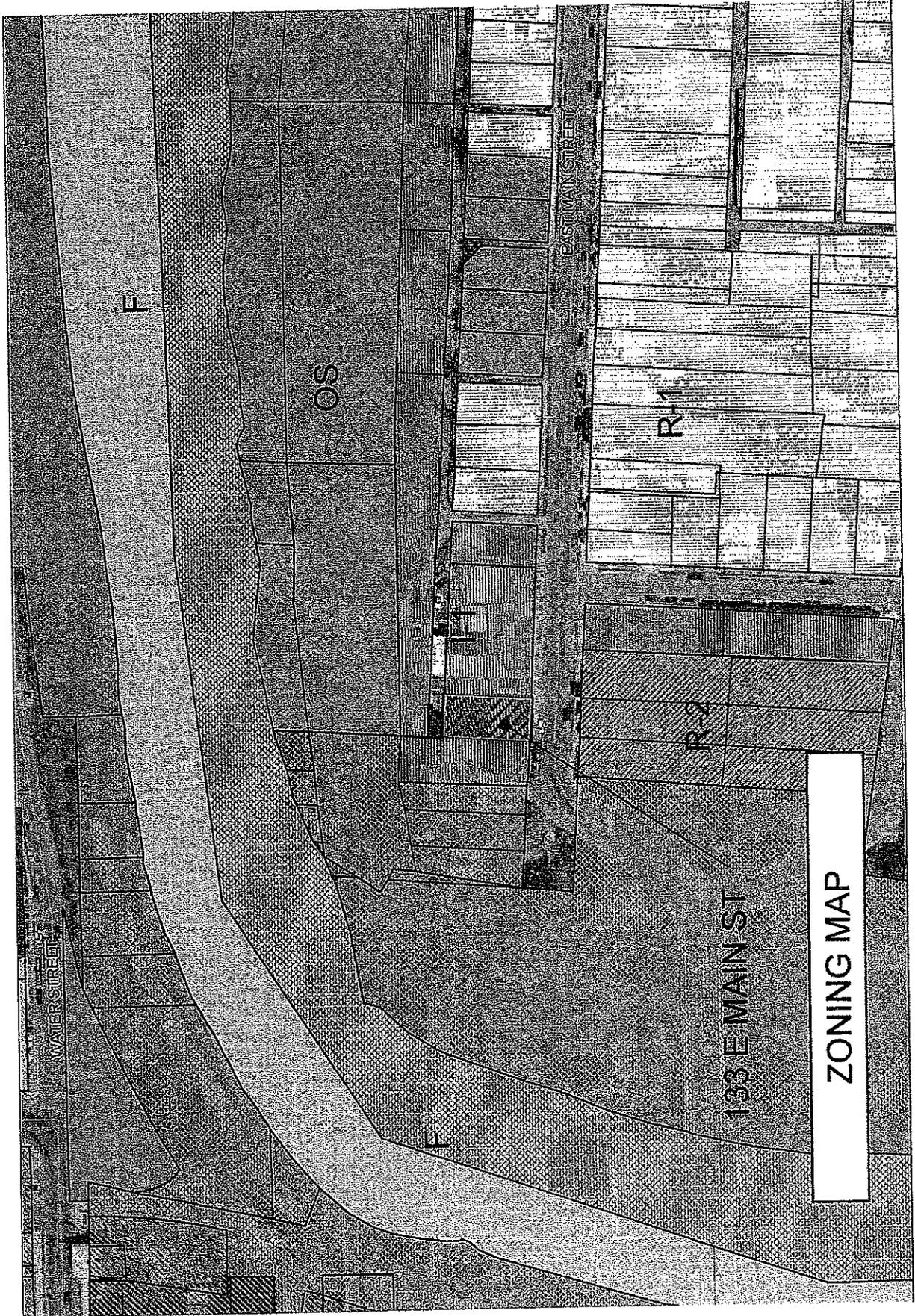
MAINTAIN SMOKE DETECTORS WITHIN 15' OF EVERY BEDROOM AND ON EACH LEVEL. REPLACE

Other _____
LUMINAIRES (KEYLESS TYPE) WITH COMPLETELY ENCLOSED INCANDESCENT FIXTURES OR FLUORESCENT TYPE.

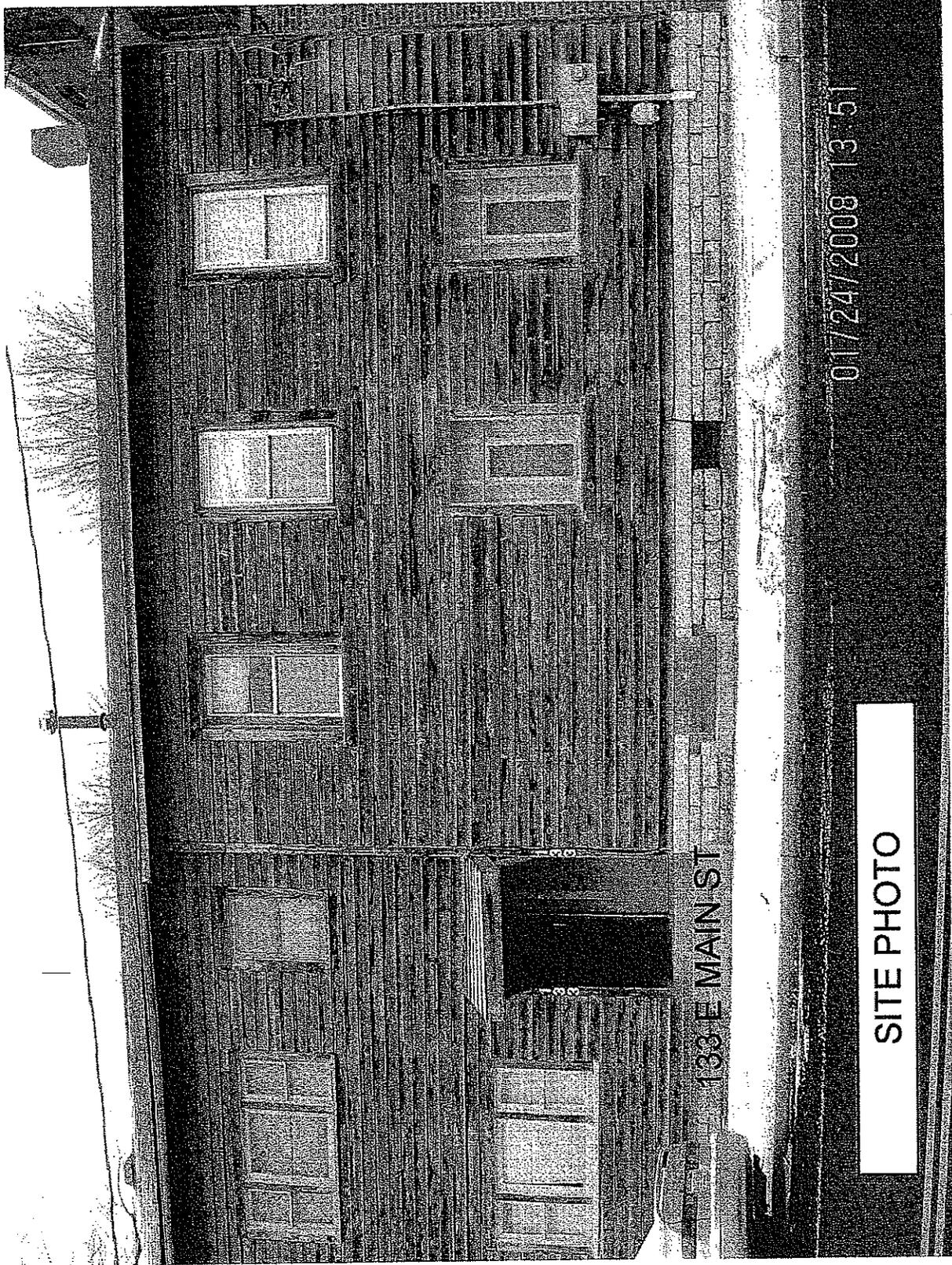
Final inspection made 1/30/2008 By BOB BOWMAN Inspector

Approved for Occupancy 1-31 20 08 Building Official Robert D. Bowman

REMARKS: OCCUPANCY INSPECTION FOR TWO FAMILY OCCUPANCY

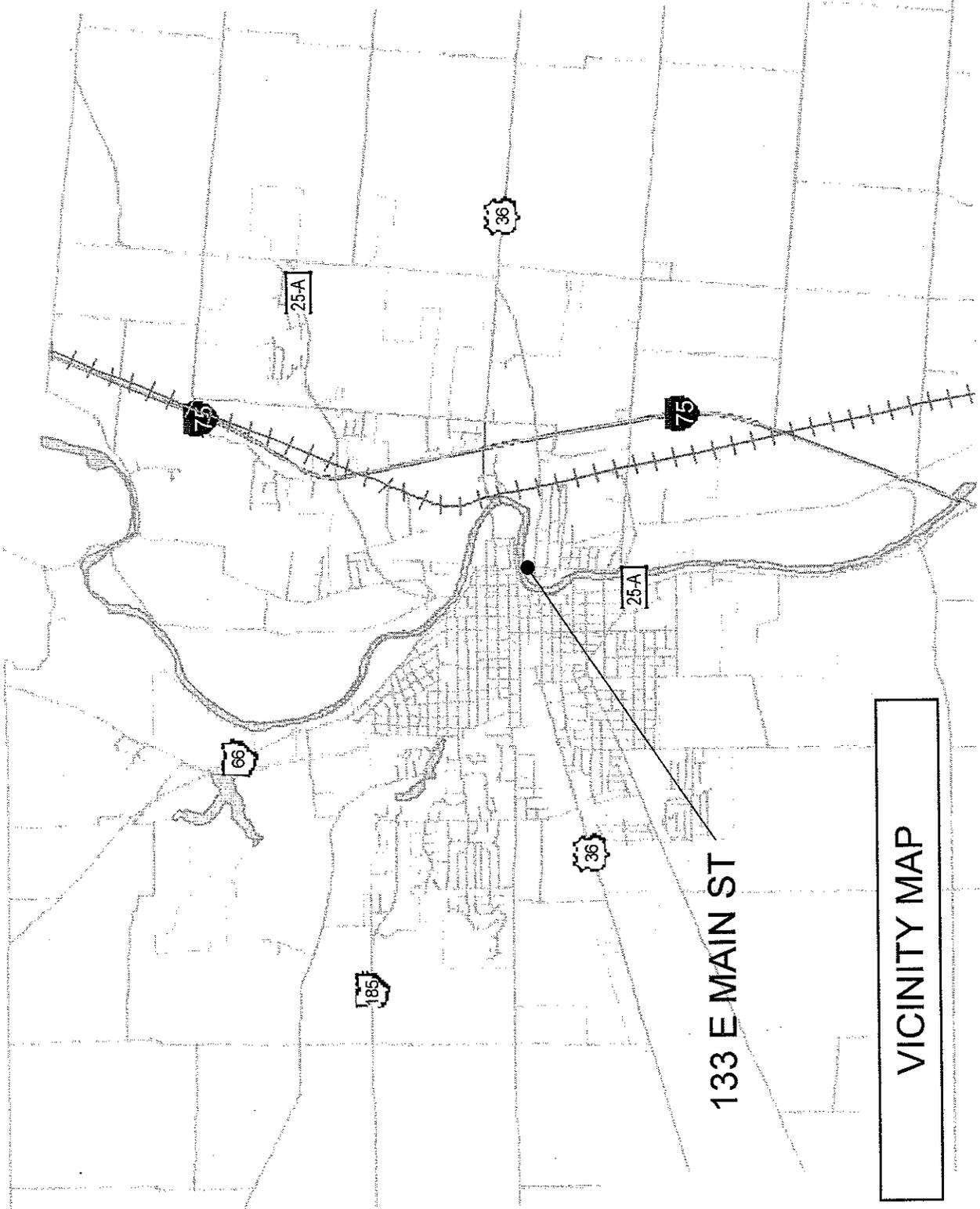


ZONING MAP



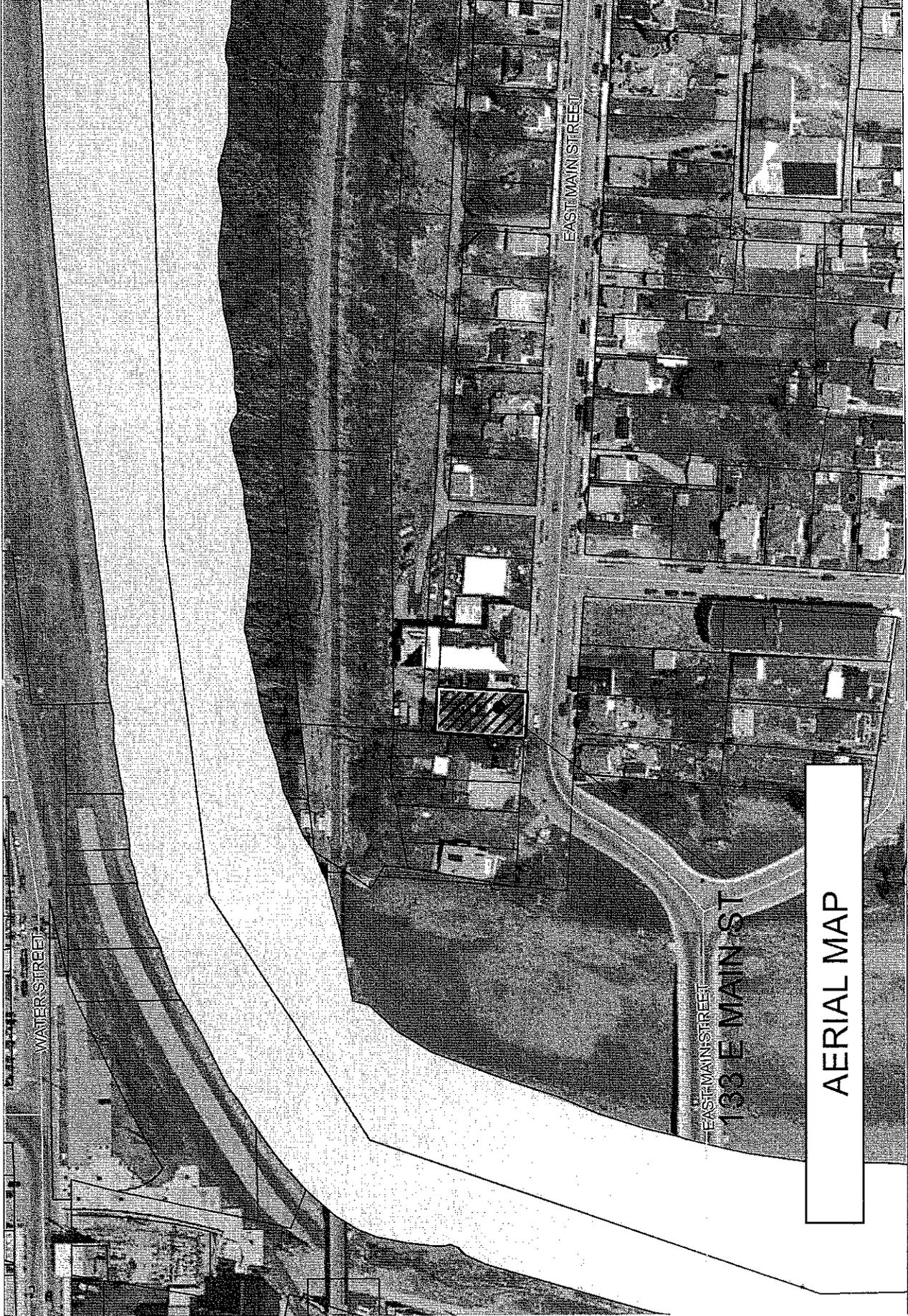
01/24/2008 13:51

SITE PHOTO

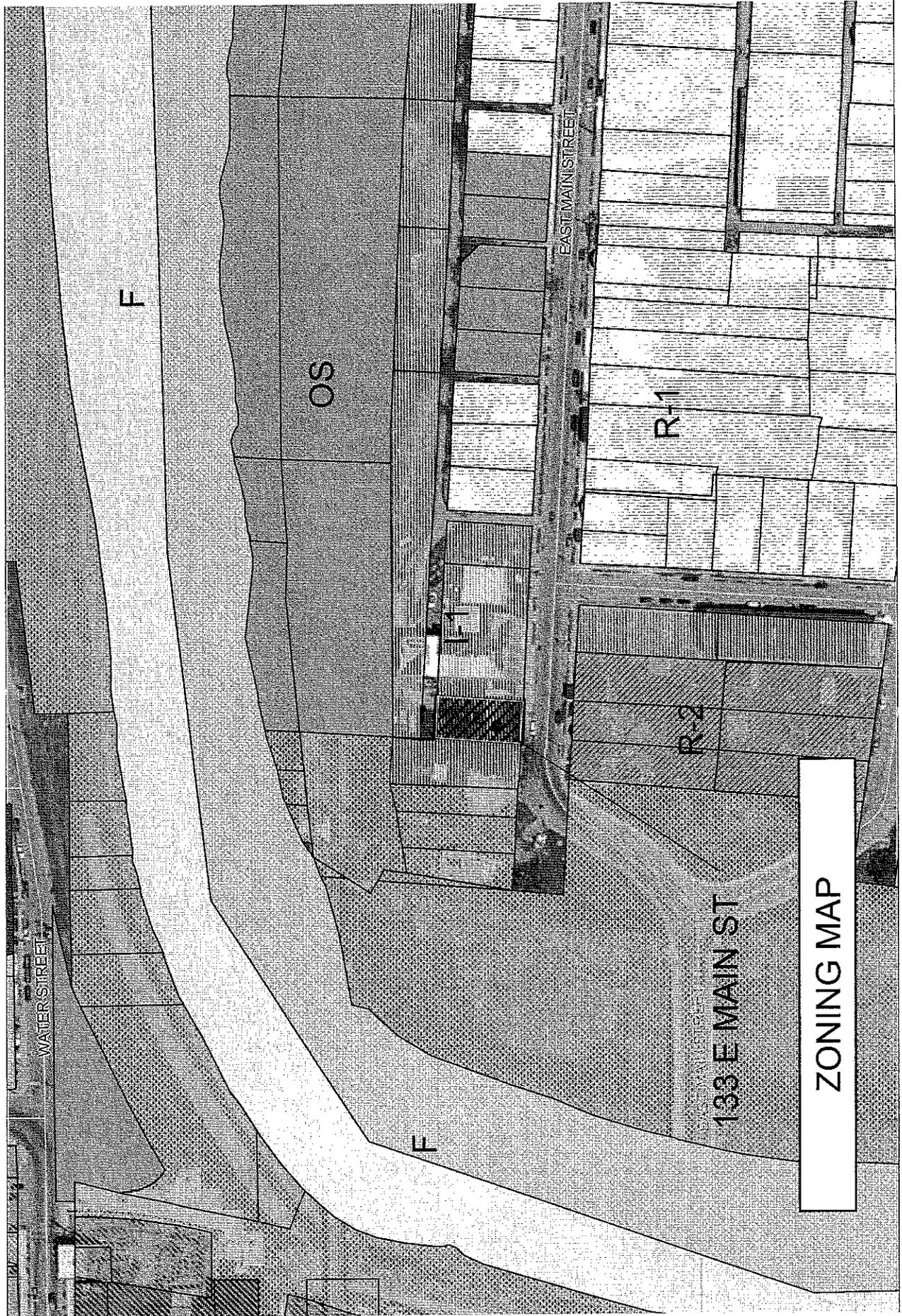


133 E MAIN ST

VICINITY MAP



AERIAL MAP



F

OS

R-1

R-2

WATER STREET

EAST MAIN STREET

133 E MAIN ST

ZONING MAP

F



01/24/2008 13:51

SITE PHOTO

RESOLUTION NO. R-34-08

**A RESOLUTION REPEALING RESOLUTION NO.
R-21-08 REGARDING THE APPROVAL OF A
MIXED USE PLANNED UNIT DEVELOPMENT
CONCEPT PLAN LOCATED AT US ROUTE 36
AND R.M. DAVIS PARKWAY**

WHEREAS, Piqua City Commission previously approved Resolution No. R-21-08 regarding a Mixed Use Planned Unit Development (M-PUD) Concept Plan for the Davis Village located at the northwest corner of US Route 36 and R.M. David Parkway; and

WHEREAS, following the approval of Resolution No. R-21-08, the applicant for this project revealed new information related to the project financing that directly impacts the rental rate of the units to be offered and the project plan; and

WHEREAS, the applicant was advised to return to the Planning Commission to restart the concept plan approval process with the new information provided; and

WHEREAS, this Commission deems it to be in the best interest of the City of Piqua to rescind Resolution No. R-21-08.

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

SEC. 1: Resolution No. R-21-08 is hereby repealed and Resolution No. R-21-08 shall have no effect.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-35-08

**A RESOLUTION APPROVING A MIXED USE PLANNED
UNIT DEVELOPMENT (M-PUD) CONCEPT PLAN FOR
THE DAVIS VILLAGE LOCATED AT THE NORTHWEST
CORNER OF US ROUTE 36 AND R.M. DAVIS PARKWAY**

WHEREAS, the City Planning Commission by its Resolution No. P.C. 11-08 (Exhibit "A" attached hereto) has recommended the adoption of an M-PUD Concept Plan for the Davis Village located at the northwest corner of US Route 36 and R.M. Davis Parkway; and

WHEREAS, Section 154.043 of the Piqua Code has been complied with in all respects.

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:

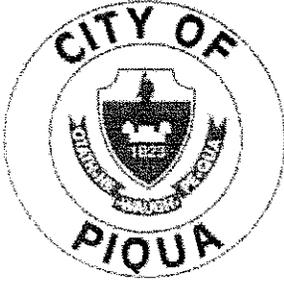
SEC. 1: The Mixed-Use Planned Unit Development (M-PUD) Concept Plan is suitable and appropriate for the location requested and is hereby approved.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



PLANNING AND ZONING

Christopher W. Schmiesing – City Planner
201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-5165
E-Mail: cschmiesing@piquaoh.org

February 11, 2008

MEMORANDUM

TO: Frederick E. Enderle, City Manager
RE: **Request for Legislation to Adopt a Concept Plan for the Davis Village Mixed Planned Unit Development**

At the February 5, 2008 meeting of the Planning Commission, with all members present, the Planning Commission unanimously recommended approval of the above referenced mixed planned unit development (M-PUD) concept plan. Therefore, in accordance with §151.043 of the codified ordinances I am forwarding this item for the City Commissions' consideration.

As you will recall, the same concept plan was considered and approved by the City Commission at their meeting on January 22, 2008. However, following this approval the applicant revealed new information related to the project financing that directly impacts the rental rate of the units to be offered. With the anticipated rental rate of the units being a specific area of concern raised by both the Planning Commission and the City Commission, and with this important information having not been provided prior to action being taken on the previous request, the prior action was taken without the applicant having providing all of the pertinent details necessary to fully describe the concept plan proposal. Therefore, the applicant was advised to return to the Planning Commission to restart the concept plan approval process. Upon reconsidering the concept plan proposal for the Davis Village project the Planning Commission again recommend approval of the request, noting that the review comments started as conditions to the previous recommendation for approval remain applicable to this request. In addition, the following conditions were added to the recommendation for approval:

- The project shall be a senior oriented product and the developer shall self restrict the age of the renters to 55 years old and up.
- No subsidies designed to offset or reduce the rental rate of the units offered shall be allowed, excepting the housing tax credit financing described in the testimony and material provided by the applicant.

The plan elements to be modified as previously agreed to are further described as follows:
The developer will...

- Provide a feasibility study at the time the development plan is submitted. The study shall establish the level of demand in the local market for this type of housing product.

February 11, 2008

**RE: Request for Legislation to Adopt a Concept Plan for the Davis Village
Mixed Planned Unit Development**

- Work with the City Engineer to determine the most suitable design and locations for the points of ingress/egress to this development.
- If deemed necessary by the City Engineer, provide a traffic impact analysis for this development.
- Stagger, offset, or otherwise vary the roof and building lines and colors of the residential and commercial structures insofar as practical to break up the building façade and make the structures more architecturally pleasing to the eye.
- Provide a direct connector from the residential area to the linear park.
- Provide additional parking spaces at the west end of the residential private drive.
- Include exterior finishes on the commercial structures that will predominately consist of architecturally pleasing stone and or brick masonry products.
- Move the commercial structures forward towards the roadway, and relocate the parking facilities to the "rear" of the commercial structures.
- Construct screening with attractive architectural elements and landscaping to block from public view all dumpster and loading/unloading facilities.

Concerns regarding the compatibility of the proposed development with the adjacent industrial land use activity to the west and north of this site, and concerns related to the 4 lane cross section of R. M. Davis and the potential for increased truck traffic on this corridor, were raised at the Planning Commission public hearing on this request. The applicant's response to these concerns was that the light intensity of the industrial uses to the west and the tree line buffer to the north provided for a reasonable transition from the proposed use to the existing surrounding uses. The applicant further stated that the adjacency to the linear park, and the recreational opportunity it will provide the Davis Village residents, was a significant factor in regards to their being attracted to this site. When asked if any other sites along the linear park had been considered for this development proposal (along the Garbry Road corridor for example) the applicant indicated that no other sites had been considered.

Included with this memo for the City Commission's reference in considering this request, please find a copy of the Planning Commission resolution and the supporting documents pertaining to this matter.

Sincerely,

Chris Schmiesing

Christopher W. Schmiesing
City Planner

Enc.

Exhibit "A"

RESOLUTION No. PC 11-08

WHEREAS, Tim Flynn, on behalf of the owner of the subject parcel, has submitted a request to permit a concept plan for Mixed Use Planned Unit Development (M-PUD) special use of a 10.54 acre parcel located in a General Business (B) zoning district.; and,

WHEREAS, article 154.140 of the City of Piqua Code of Ordinances provides the procedure for considering a special use permit request; and

WHEREAS, article 154.044(A) through 154.044(F) of the City of Piqua Code of Ordinances provides the procedure and submission requirements for considering a Mixed Use Planned Unit Development concept plan;

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established as fact that the proposed use:

- Will be compatible with the stated intent of the zoning district.
- Will not threaten the general health, safety, and welfare of the surrounding properties, and the adjacent property values will not be negatively affected.
- Is compatible with the general economic development policies of the City.
- Conforms to all other applicable codes and regulations of the city.

NOW THEREFORE BE IT RESOLVED, board member Oda hereby moves to approve the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Sword, and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Dick Sword	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mike Taylor	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mrs. Jean Franz	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF PIQUA, OHIO

Application for Special Use Permit

1. Applicant's Name Tim Flynn Phone 614-378-8577

Applicant's Address 5460 Frantz Road Suite 200

2. Owner's Name Janet Doty (JEB) Phone Dublin, OH 43017

Owner's Address 3821 Darbyshire Dr Hilliard, OH

3. Type of legal interest held by applicant owners representative 43026

4. Location of Special Use Permit request

A. Legal description (Inlot No. or attach legal description) N 44-078138

B. Address _____

5. Existing zoning B

6. Existing usage vacant

7. Proposed usage MIX USE

8. Proposed special usage PUD

9. No. of plot plans submitted (16 required UNLESS waived) 16

10. Describe the reason for the requested special use:

allow for mix-use development

I hereby certify that the proposed request is authorized by the "Owner of Record" and agree to conform to all applicable laws of the City of Piqua, Ohio.

Signature of Applicant [Signature] Date 12-5-07

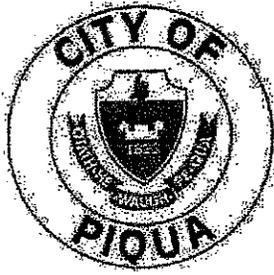
Signature of Owner Janet E. Doty, Pres. JEB/HA Date 12-06-07

Note: Both the owner and the applicant shall sign when application is made by someone other than the owner.

***** OFFICE USE ONLY *****

\$100.00 Fee Paid 100.00 | Date Fee Paid 12.7.07

Receipt No. 180223 P.C. Res. No. _____



PLANNING AND ZONING

Christopher W. Schmiesing – City Planner
201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-5165
E-Mail: cschmiesing@piquaoh.org

January 25, 2008

To: Planning Commission Members

RE: PC Resolution 11-08

The above referenced resolution if adopted will recommend the approval of a mixed use planned unit development (M-PUD) concept plan for the subject property located at the northwest corner of R.M. Davis Parkway and USR 36.

At this time the applicant has revealed additional information relative to the project financing and how it will impact the rental rate of the units. The details of such are included in your agenda packet.

Because this information was not previously provided at the public hearing on this matter, this request is being returned to the Planning Commission for consideration.

Respectfully,

Chris Schmiesing

Christopher W. Schmiesing
City Planner

Enc.

PUD SUBMITTAL PACKAGE
DAVIS PARKWAY VILLAGE
10.54 AC
PIQUA, OHIO

PREPARED BY:
DK DEVELOPMENT CONSULTING
MV RESIDENTIAL DEVELOPMENT

PREPARED FOR:
CITY OF PIQUA

DATE: 12/5/07

154.44 submittal requirements

A. Names of owners & development team

Owner:

JEB ltd.
3821 Darbyshire Dr.
Hilliard, Ohio 43026
Contact: Janet Doty

Master developer:

DK Development Consulting
5640 Frantz Rd. Suite 200
Dublin, Ohio 43017
Contact: Tim Flynn

Multi-Family Developer:

MV Residential Development
9349 Waterstone Blvd.
Cincinnati, Ohio 45249
Contact: Pete Schwiegeraht

B. Legal Description

See attached

C. Objectives of PUD

To allow for a mixed use development as indicated in the comprehensive plan and to create design flexibility that allows for more creative design.

D. Development schedule

Residential

Start construction March 2009
End construction December 2009

Commercial

Phase 1 2009
Phase 2 2010

E. Site data

1. 10.54 acres total

7.56 acres residential
56 units & clubhouse
2.99 acres commercial

Lot a - 3,000 sf (neighborhood commercial)
Lot b - 10,000 sf (neighborhood commercial)

2. Less than 50% building coverage
3. Residential density = 7.4 units / acre
Commercial density = 4348 sf / acre
4. 4.5 acres total green space
3.0 acres useable open space
5. Not requested

F. Site plan

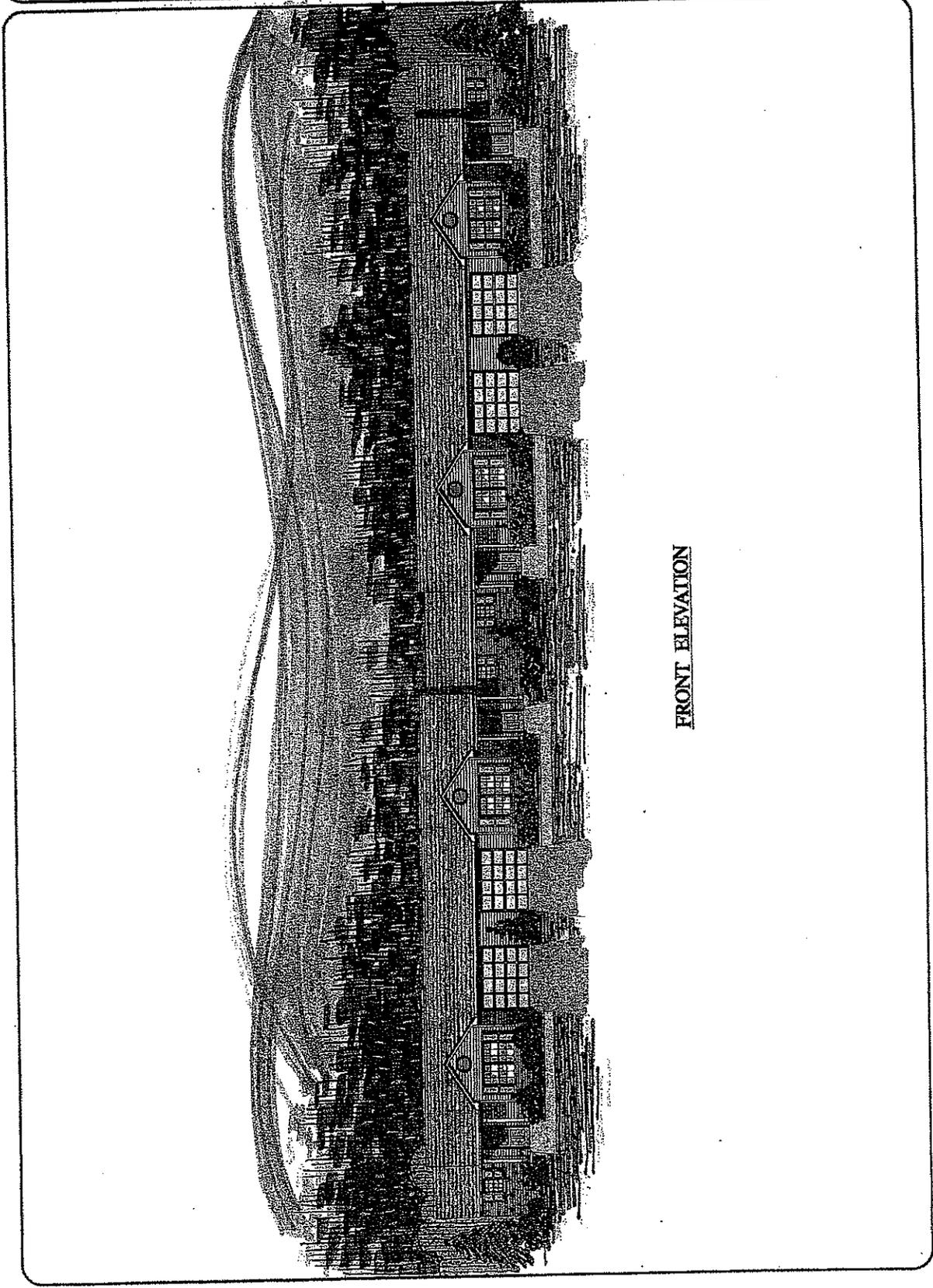
1. See plan
2. Existing zoning = B general business district
3. See plan
4. See plan
5. Residential
 - Ranch cottages
950 sf (est.)
Max. Height 35'
 - Clubhouse
750 sf (est.)
Max. Height 35'
 - Commercial
Max. Height 35'
6. 0.5 acre park if desired
7. See plan
8. See plan
9. Water, sewer, & storm connection along Davis Parkway
10. See plan
11. North of site = trail to trails (hiker / biker trail)
South of site = vacant (future mixed use development)
East of site = general business
West of site = vacant
12. See plan
13. See above

DATE

ESD ARCHITECTS, INC.
8585 SHALLOW CREEK DR. MILFORD, OHIO 45150 513-881-7207

ESD

DATE
DRAWING NO.
SHEET NO.



FRONT ELEVATION

BENT TREE WEST
@
DAVIS PRKY VILLAGE

DESCRIPTION

Project Type: Multi-Family Villas

Location: Intersection of SR 36 & Robert M. Davis Parkway
Piqua, Ohio 45356

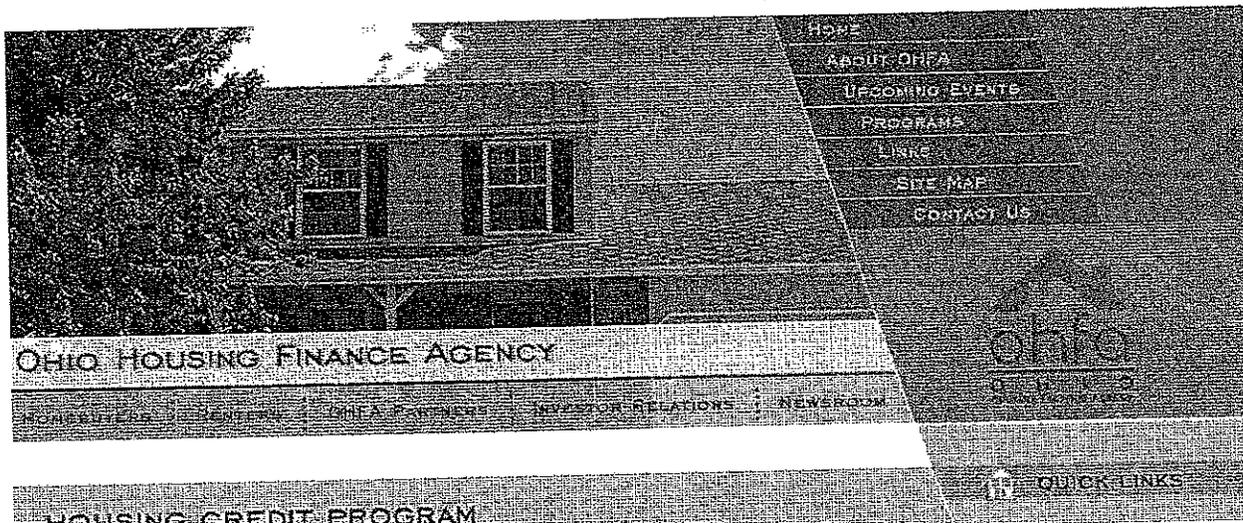
Product: Up to 56 Units (984 SF)
Multi-Family Ranch Design
Two Bedrooms
One and One-Half Baths
Attached, One-Car Garage

Features: Energy Efficient Design
Accessible Homes (10%)
Universal Design Features
Community Common Space

Renter Income: Up to \$32,520

Proposed Team:	<i>Managing Member*:</i>	Miller-Valentine Apartments III
	<i>Member*:</i>	St. Mary Development Corporation
	<i>Developer:</i>	MV Residential Development LLC
	<i>General Contractor:</i>	MV Residential Construction, Inc.
	<i>Property Management:</i>	MV Residential Property Management, Inc.

* To-be-formed subsidiary of the companies are proposed.



2008 Housing Tax Credit Applicants

For those interested in obtaining the Green Communities certification this year, Enterprise Community Partners is making minor technical changes to the Green criteria. The new process schedule is as follows:

- Request for Proposals available on the Green Communities web site, February 15, 2008
- Applications due April 11, 2008
- Awards announced May 8, 2008

For more information, go to the [Green Communities web site](#).

[How to Apply](#)

[2008 Program Calendar](#)

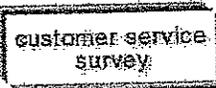
[Download Files](#)

[Environmental Review Requirements](#)

[Housing Credit Percentages](#)

[Tax Credit Compliance](#)

The Housing Credit Program is a tax incentive program designed to increase the supply of quality affordable rental housing. These federal income tax credits offset the building acquisition, new construction, or substantial rehabilitation costs for rental housing developments. Since 1987, the Ohio Housing Finance Agency has used the Housing Credit Program to facilitate the development of over 72,000 affordable rental housing units in Ohio.



The Internal Revenue Service (IRS) regulations for the Housing Credit Program can be found under Section 42 of the Internal Revenue Code (IRC). It is the responsibility of the applicant to be knowledgeable of Section 42 of the IRC, regulations and administrative documents (rulings, notices, and procedures), and all relevant materials published by the IRS. OHFA strongly encourages all applicants to seek experienced legal and accounting advice in order to comply with all program requirements.

How the Housing Credit Works

The housing credit was created by Congress in 1986 replacing earlier federal tax incentives for the development of affordable rental housing.

Housing credits are used to offset an individual or corporation's federal income tax liability. The amount of housing credit received can be subtracted on a dollar-for-dollar basis from the federal income tax liability.

The housing credit is received each year for 10 years – the period the taxpayer claims the housing credit on his/her federal income tax return. The owner must maintain income and rent restrictions continuously for 15 years – this is the compliance period. Additionally, the owner must enter into an extended use period of an additional 15 years by filing a Restrictive Covenant on the project with the County Recorder.

The taxpayer may claim the housing credit beginning either with the taxable year in which the building is placed in service, or in the following year at the owner's election (or OHFA's determination, if necessary). The allocated housing credit amount taken by the taxpayer is based on the portion of the building occupied by low-income residents at the end of the first year of the housing credit period.

Eligible Use of the Housing Credit

The housing credit can be used to offset the cost of acquiring, substantially rehabilitating, and/or constructing residential rental housing to be occupied by low-income individuals and families. These units must be available to the general public and have initial leases of six months or longer.

Costs to develop the low-income units become the building's eligible basis. The housing credit can be allocated to common areas as long as these facilities are provided to all residents without additional fees or charges. It is important to note that units created solely for occupancy by the manager, maintenance personnel, and/or security guard are considered common space.

The following types of projects are eligible for housing credits:

- Acquisition/Substantial Rehabilitation
- Substantial Rehabilitation Only
- New Construction

Ineligible Costs

Certain project costs are not subject to inclusion into eligible basis upon which the housing credits are derived. These include: commercial building costs; land; permanent financing fees; reserves; off-site improvements; syndication expenses (including legal, accounting, and bridge loan interest); any expense that cannot be depreciated with the building; OHFA application, reservation, and compliance fees; and in-kind contributions to a project. This list is not inclusive of all costs that may be ineligible for housing credits. Refer to Section 42 of the IRC for more information.

The housing credit is not available for any of the following facilities: hospitals; nursing homes; sanitariums; lifecare facilities; retirement homes (if providing significant services other than housing are mandatory for residents); employer housing; mobile homes; and student housing. Factory-made housing that is permanently fixed to real property may qualify for the housing credit. Congregate care facilities may be eligible if the "additional supportive services" are provided to the resident as a voluntary option and the resident is not charged mandatory fees for those services. Refer to Section 42 of the IRC for more information.

How to Apply for Housing Credits

All applications for 2008 housing credits at each stage of the allocation process must be submitted to the Ohio Housing Finance Agency, Office of Planning, Preservation

and Development, 57 East Main Street, Columbus, Ohio 43215. Applications must be received no later than 5:00 p.m. by the dates listed in the program calendar. Applicants must use the 2008 Affordable Housing Funding Application (AHFA).

The 2008 Affordable Housing Funding Application, the Qualified Allocation Plan (QAP), and all necessary forms and additional supportive documents will be posted to OHFA's web site as they become available. The Qualified Allocation Plan provides information on the 2008 program including minimum project requirements, competitive criteria and underwriting criteria. Data tables are also included with the QAP to provide applicants with the necessary localized data regarding such information as median family income, qualified census tracts and rent limits by county. Information regarding the location of all past projects (both in process and completed) must be included in the required market studies. That report, List of Housing Credit Allocated Projects, is also available for downloading. Applicants should review all program information and application for a thorough understanding of Ohio's program.

2008 Program Calendar

Following is a calendar of deadlines and other important dates as they apply to the housing credit application process (subject to change).

November 2007	5	2008 Housing Program Training
	8	Applications for Experience and Capacity Review Submitted
	15	2008 Housing Program Training
December 2007	13	Experience and Capacity Determinations Issued
	20	2008 AHFA Ready for Distribution
February 2008	14	Applications for Site and Market Evaluation Submitted
May	1	Results of Site and Market Evaluation Issued
	22	Deadline for Full Applications
July	3	Final Results for All Allocation Pools Released
	7	Reservation Agreements Issued
	22	Next Steps Meeting for Successful Applicants
August	4	Deadline for Reservation Agreements and Phase I Environmental Site Assessments
November	20	Carryover Submission Deadline
December	31	Carryover Allocation Agreements Issued

This summary is an excerpt from the 2008 Qualified Allocation Plan. The complete Plan and application are available for downloading. If you need further information, contact the Office of Planning, Preservation and Development at (614) 466-0400.

The Qualified Allocation Plan (QAP), described under Section 42(m) of the IRC, contains OHFA's procedures and policies for the distribution of the state's allocation of housing credits. The QAP may be subject to change pending developments in federal and state legislative requirements and/or OHFA policy.

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[Legal Statement and Privacy Policy](#)

57 East Main Street, Columbus, Ohio 43215
(phone) 614.466.7970 (toll free) 888.362.6432 (fax) 614.644.5393 (tdd) 614.466.1940

The proposed subject development and the five comparable properties are included in the following table:

MAP ID.	PROJECT NAME	TOTAL UNITS	YEAR BUILT	OCC. RATE	UNIT MIX (OCCUPANCY RATE)		
					ONE- BR.	TWO- BR.	THREE- BR.
SITE		56	2010	-	-	56 (-)	-
1	BENT TREE APTS.	24*	1996	95.8%	-	20 (95.0%)	4 (100.0%)
9	BOURELLE RENTALS	124	1998	91.1%	-	124 (91.1%)	-
10	TERRACE CREEK	30	1973 /2008	80.0%	15 (80.0%)	15 (80.0%)	-
11	JED-FAIRFAX	24	2002	95.8%	-	24 (95.8%)	-
12	KENRIDGE	86	1998	95.3%	12 (91.7%)	74 (95.9%)	-

Occ. - Occupancy

*Tax Credit units not included

The five comparable market-rate projects have a combined total of 288 units with an overall occupancy rate of 92.0 %. None of the comparable properties have an occupancy rate below 80.0%.

The Rent Comparability Grid on the following page shows the collected rents for each of the selected properties and illustrates the adjustments made (as needed) for various features, and location or neighborhood characteristics, as well as quality differences that exist between the selected properties and the proposed subject development.

Rent Comparability Grid

Unit Type → **TWO BEDROOM**

Subject		Comp #1		Comp #2		Comp #3		Comp #4		Comp #5	
Bent Tree West		Bent Tree Apts.		Bouralis Rentals		Terrace Creek		Jed-Fairfax		Kenridge	
U.S. Hwy. 36 & R.M. Davis Parkway		1240 E. Garbry Rd.		1106 Van Way		90 Maryville Ln.		1300 Jed Way		1201 Chevy Ln.	
Piqua, OH		Piqua, OH		Piqua, OH		Piqua, OH		Piqua, OH		Piqua, OH	
Subject		Data		Data		Data		Data		Data	
		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
A. Rents Charged		\$499		\$600		\$510		\$575		\$575	
1	\$ Last Rent / Restricted?	Dec-07		Dec-07		Dec-07		Dec-07		Dec-07	
2	Date Surveyed	None		Yes (\$42)		None		None		None	
3	Rent Concessions	95%		93%		80%	(\$43)	96%		95%	
4	Occupancy for Unit Type										
5	Effective Rent & Rent/sq. ft	\$499	0.62	\$558	0.56	\$467	0.58	\$575	0.58	\$575	0.64
B. Design, Location, Condition		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
6	Structure / Stories	R/1		WU/1/2		WU/2		R/1		WU/1/2	
7	Yr. Built/Yr. Renovated	2010	\$14	1998/2005	\$8	1973/2008	\$19	2002	\$8	1998	\$12
8	Condition /Street Appaal	E	\$15	G	\$15	G	\$15	B	\$15	G	\$15
9	Neighborhood	G		G		G		G		G	
10	Same Market?	Yes		Yes		Yes		Yes		Yes	
C. Unit Equipment/Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
11	# Bedrooms	2		2		2		2		2	
12	# Baths	1.5	\$8	1	\$15	1	\$15	1	\$15	1	\$15
13	Unit Interior Sq. Ft.	980	\$28	800	(\$5)	800	\$28	1000	(\$3)	900	\$12
14	Balcony/ Patio	Y		Y		N	\$5	Y		Y	
15	AC: Central/ Wall	C		C		C		C		C	
16	Range/ refrigerator	R/F		R/F		R/F		R/F		R/F	
17	Microwave/ Dishwasher	Y/Y	\$5	N/N	\$10	N/Y	\$5	N/Y	\$5	N/Y	\$5
18	Washer/Dryer	HU	\$5	HU		L	\$5	HU		HU	
19	Floor Coverings	C		C		B		C		C	
20	Window Coverings	B		B		B		B		B	
21	Intercom/Security System	N/N	(\$3)	N/N		N/N		N/N		N/N	
22	Garbage Disposal	Y		Y		Y		Y		Y	
23	Storage	Y	\$5	N	\$5	N	\$5	N	\$5	N	\$5
D. Site Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
24	Parking (\$ Fee)	A-GAR	\$50	A-GAR		LOT/50	\$50	A-GAR		A-GAR	
25	On-Site Management	Y		Y		Y		Y		Y	
26	Security Gate	N		N		N		N		N	
27	Clubhouse/ Meeting Rooms	N/Y	\$5	N/N	\$5	Y/N	\$8	N/N	\$5	N/N	\$5
28	Pool/ Recreation Areas	S/G/MR/JT	\$8	N	\$8	N	\$8	N	\$8	N	\$8
29	Computer Center	Y	\$3	N	\$3	N	\$3	N	\$3	N	\$3
30	Picnic Area	Y	\$3	N	\$3	N	\$3	N	\$3	N	\$3
31	Playground	Y	\$3	N	\$3	N	\$3	N	\$3	N	\$3
32	Social Sevlces	N		N		N		N		N	
E. Utilities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
33	Heat (in rent// type)	N/E		N/E		N/E		N/E		N/E	
34	Cooling (in rent// type)	N/E		N/E		N/E		N/E		N/E	
35	Cooking (in rent// type)	N/E		N/E		N/E		N/E		N/E	
36	Hot Water (in rent// type)	N/E		N/E		N/E		N/E		N/E	
37	Other Electric	N		N		N		N		N	
38	Cold Water/ Sewer	Y/Y		N/N	\$27	Y/N		N/N	\$27	N/N	\$27
39	Trash/Recycling	Y/N		Y/N		Y/N		Y/N		Y/N	
F. Adjustments Recap		Pos	Neg	Pos	Neg	Pos	Neg	Pos	Neg	Pos	Neg
40	# Adjustments B to D	13	1	10	1	13		11	1	11	
41	Sum Adjustments B to D	\$152	(\$3)	\$75	(\$3)	\$164		\$75	(\$3)	\$86	
42	Sum Utility Adjustments			\$27				\$31		\$27	
G. Adjusted & Market Rents		Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross
43	Net/ Gross Adjms B to E	\$149	\$155	\$69	\$105	\$164	\$164	\$103	\$109	\$119	\$113
44	Adjusted Rent (\$+ 43)	\$648		\$657		\$631		\$678		\$688	
45	Adj Rent/Last rent		130%		118%		135%		118%		120%
46	Estimated Market Rent	\$660	\$0.67	← Estimated Market Rent/Sq. Ft.							

Based on the preceding Rent Comparability Grid, it was determined that the achievable market rent for units similar to the subject development is \$660 for a two-bedroom unit. The following table compares the proposed collected rents at the subject site with achievable market rent for selected units.

BEDROOM TYPE	PROPOSED COLLECTED RENT	ACHIEVABLE MARKET RENT	PROPOSED RENT AS SHARE OF MARKET
	\$382	\$660	57.9%
TWO-BEDROOM	\$542		82.1%
	\$574		87.0%

The proposed collected rents are 57.9% to 87.0% of achievable market rent and are considered appropriate for the subject market.

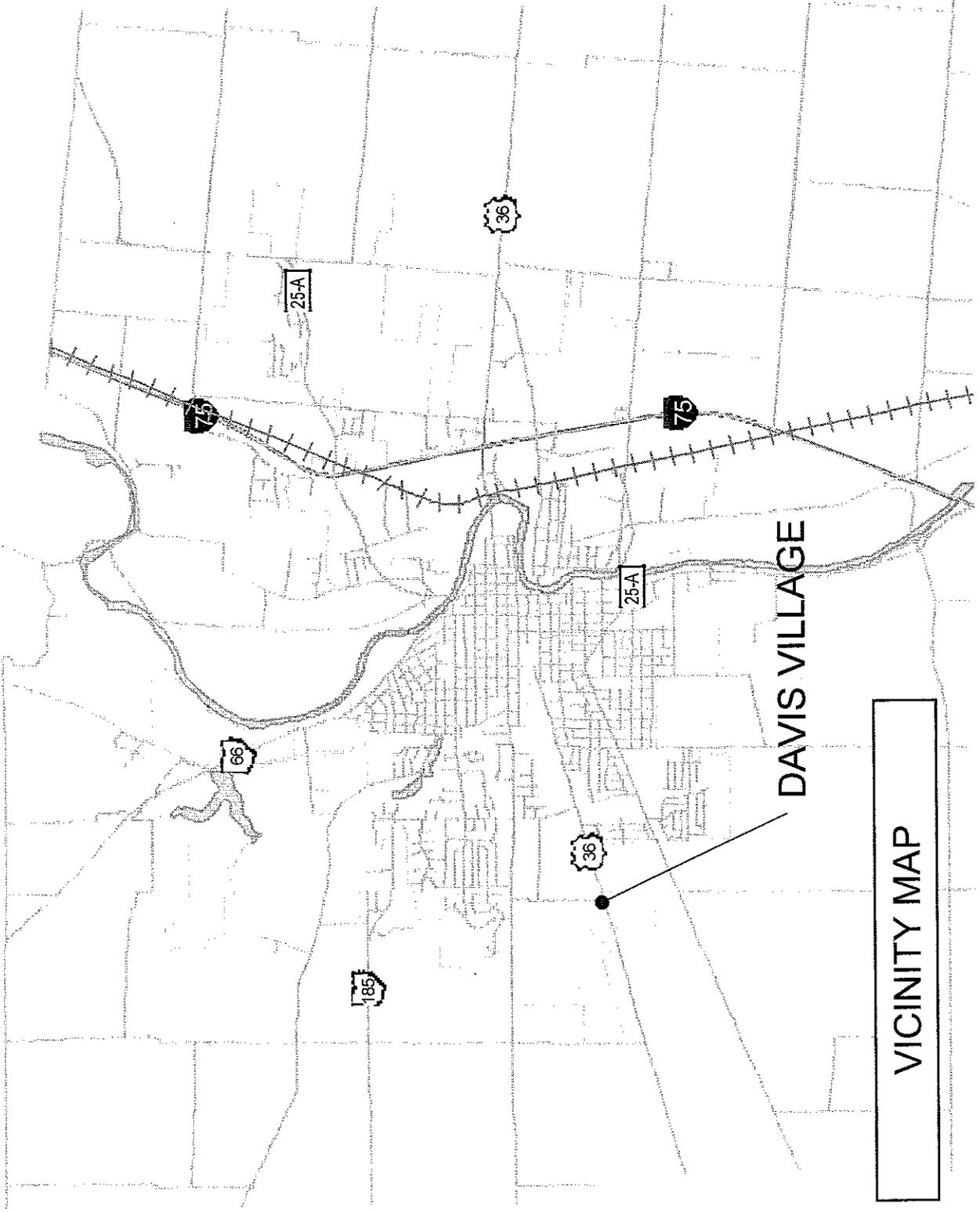
B. RENT ADJUSTMENT EXPLANATIONS (RENT COMPARABILITY GRID)

None of the selected properties offer exactly the same amenities as the subject property. As a result, we have made adjustments to the collected rents to reflect the differences between the subject property and the selected properties. The following are explanations (preceded by the line reference number on the comparability grid table) for each rent adjustment made to each selected property.

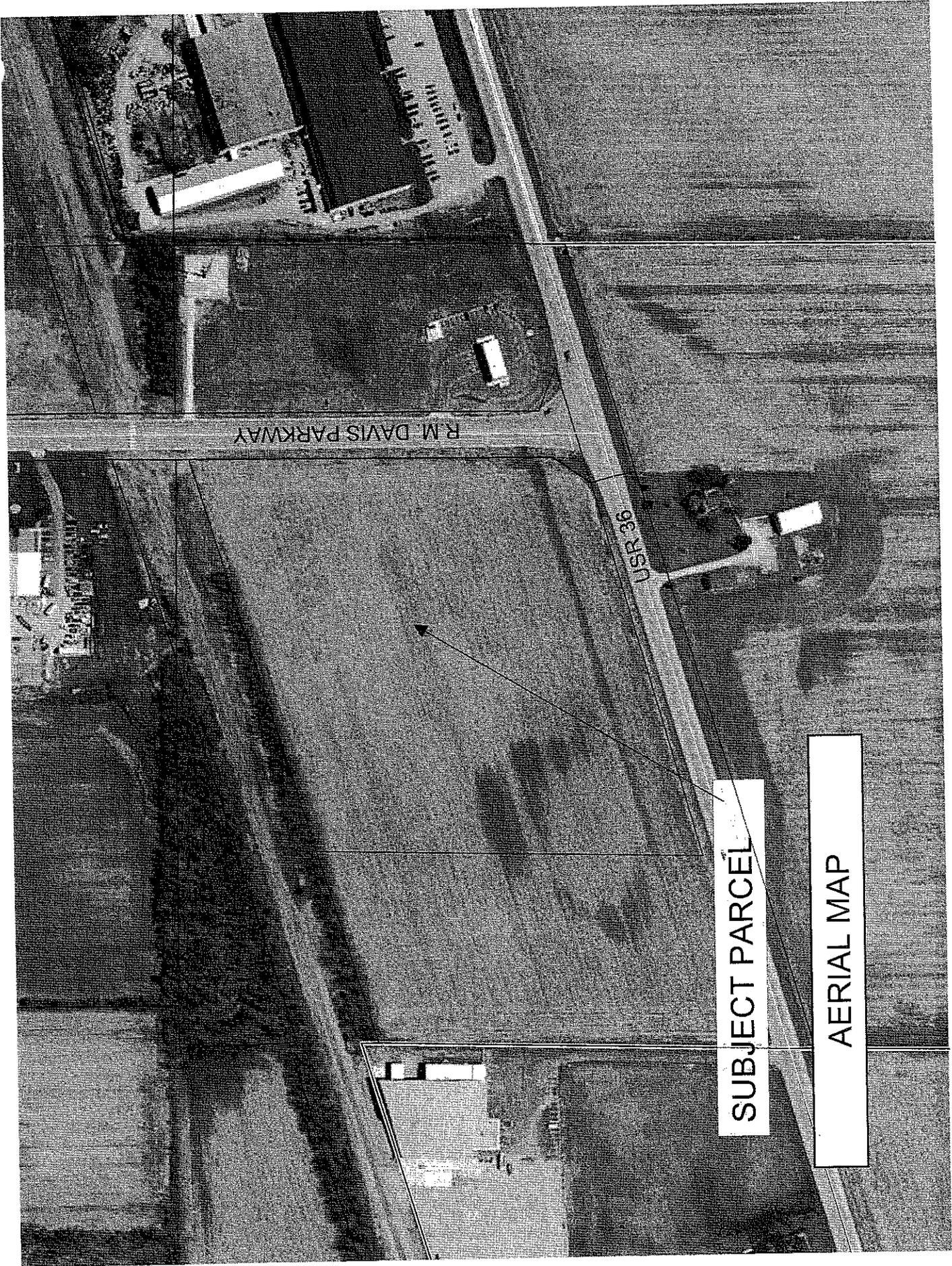
1. Rents for each property are reported as collected rents. This is the actual rent paid by tenants and does not consider utilities paid by tenants. The rent reported is typical and does not consider rent concessions or special promotions. When multiple rent levels were offered, we included an average rent.
- 3.-4. We have made adjustments for low occupancies within two projects, Bourelle Apartments and Terrace Creek. These adjustments are the equivalent of a one-month free rent discount on a 12-month lease.
7. Upon completion of construction the subject project will be the newest property in the market. The selected properties were built between 1973 and 2002. As such, we have adjusted the rents at the selected properties by \$8 to \$19 to reflect the age of these properties in 2010, the subject's opening date.
8. It is anticipated that the proposed subject project will have a quality appearance and an attractive aesthetic appeal. We have made adjustments for those properties that we consider to have either a superior or an inferior quality to the subject development.

11. All of the selected properties have two-bedroom units. This is the only unit type offered at the subject project, and we have made our comparisons between like units.
12. There is a variety of the number of bathrooms offered at each of the selected properties. We have made adjustments to reflect the difference in the number of bathrooms offered at the site as compared with the competitive properties.
- 13.-23. The proposed subject project will offer a unit amenities package generally more extensive than offered at the selected properties, including microwave/dishwashers and extra storage. We have made adjustments for features lacking at the selected properties, and in some cases, we have made adjustments for features the subject property does not offer.
- 24.-32. The proposed project offers a comprehensive project amenities package including on-site management, recreational amenities, picnic area, and computer area. We have made adjustments to reflect the difference in project amenities.
- 33.-39. We have made adjustments to reflect the differences in utility responsibility at each selected property. The utility adjustments were based on the local housing authority's utility cost estimates.

Once all adjustments to collected rents were made, the rents for each bedroom type were considered to derive an achievable market rent for each bedroom type. Each property was considered and weighed based upon its proximity, amenities, and unit layout compared to the subject site.



VICINITY MAP



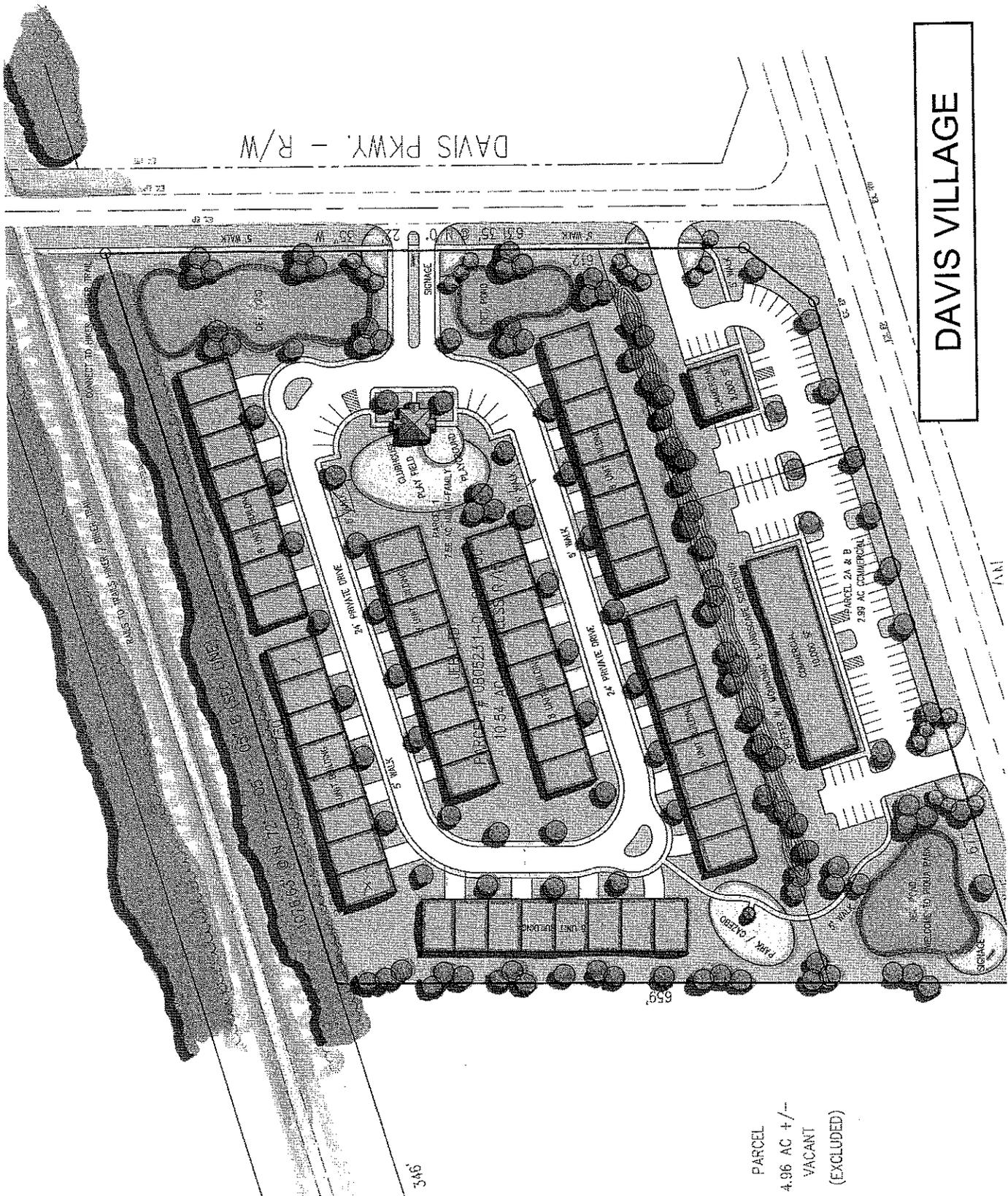
R.M. DAVIS PARKWAY

USR 36

SUBJECT PARCEL

AERIAL MAP

DAVIS VILLAGE



PARCEL
4.96 AC +/-
VACANT
(EXCLUDED)

316

859

DAVIS PKWY. - R/W

DAVIS VILLAGE

RESOLUTION NO. R-36-08

**A RESOLUTION APPOINTING MEMBERS TO VARIOUS
BOARDS AND COMMITTEES FOR THE CITY OF PIQUA**

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 following citizens are hereby appointed to various Boards and Committees for the City of Piqua:

<u>Board</u>	<u>Name</u>	<u>Term Expiration</u>
APTA Board	Joe Teach	12/31/2010
Board of Zoning Appeals	Rebecca Harrison	3/1/2013
Civil Service Commission	Mike Gutmann	3/1/2011
Civil Service Commission	Alissa Blankenship	3/1/2011
Civil Service Commission	David Vollette	3/1/2010
Downtown Design Review Board	Ruth Koon	3/1/2011
Downtown Design Review Board	Michael Foster	3/1/2011
Downtown Design Review Board	Ann DeBrosse Comer	3/1/2011
Housing Council	Earl Slater	5/1/2011
Housing Council	Dan Whitson	5/1/2011
Planning Commission	Bradley Bubp	3/5/2013
Tree Committee	Melissa Reed	3/1/2012
Tree Committee	Bradley S. Boehringer	3/1/2012
Tree Committee	Danny Sell	3/1/2012

SEC. 2: The above appointees terms will expire on the listed date or until his/her successor is confirmed and qualified.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-37-08

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A LABOR CONTRACT WITH LOCAL UNION 252,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO-CLC (FIRE OFFICERS)**

WHEREAS, the City Manager has negotiated a bargaining unit contract with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers); and

WHEREAS, said contract is just and reasonable and in the best interest of the City and its employees;

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 bargaining unit contract between the City and Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers), to be in effect from 9/1/2007 through 8/31/2010 inclusive, is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

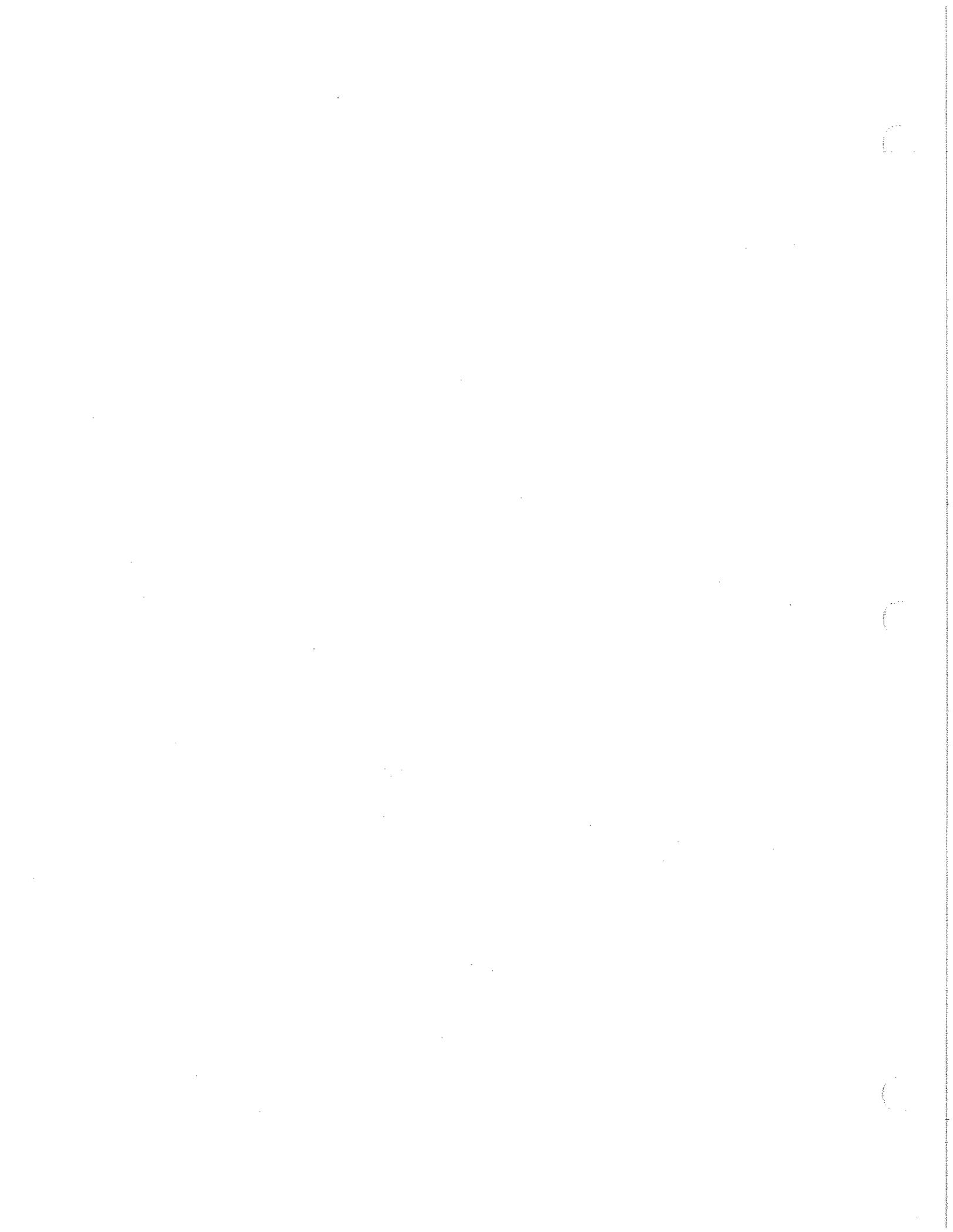
SEC. 2: This resolution and the wages included will replace the wages of the bargaining unit employees listed in Schedule C (Fire Officers), Chapter 33 of the Piqua Code;

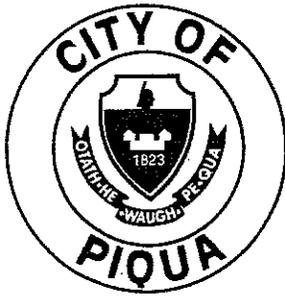
SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION





HUMAN RESOURCES DEPARTMENT

Elaine G. Barton, PHR – Human Resources Director
201 West Water Street • Piqua, Ohio 45356-5001
(937) 778-2053 • FAX (937) 778-2048
E-Mail: ebarton@piquaoh.org

February 14, 2008

MEMORANDUM

To: Frederick E. Enderle, City Manager

From: Elaine G. Barton, Human Resources Director

Re: IAFF (Fire Officers) Negotiations

The IAFF (Fire Officers) agreement expired on August 31, 2007. The IAFF (Fire Officers) Union have approved the contract. The following are the highlights of the agreement:

- **ARTICLE 5. RESIDENCY REQUIREMENTS** – Revised the language to state that firefighters shall be permitted to maintain their current residence within a 15 mile radius of the fire station. This language change gives the union the flexibility that they were requesting and allows the City to maintain a quick response time in an emergency.
- **ARTICLE 6. PROBATIONARY EMPLOYEES** – Revised language to state that demotion from a Fire Officer position to the next lowest rank would be for “unsatisfactory performance” rather than “any reason”.
- **ARTICLE 7. GRIEVANCE AND ARBITRATION** – Added clarifying language regarding the validity and arbitrability of a grievance.
- **ARTICLE 14. WAGES** – A 3% increase will be applied to each step effective January 1, 2008 as per the conciliator’s award. In September 2008, a 3% increase would be applied to all steps and in the third year each step would be increased by 3.25%. Eliminated language in Section 1 with regard to wage steps as it was no longer applicable. Added language in Section 2 to reflect that a certificate from an equivalent course approved by the Fire Chief could be substituted for the ICMA certificate.

February 14, 2008

Page Two

- **ARTICLE 23. PROMOTIONS AND APPOINTMENTS** – Added language as per the conciliator's award to indicate that promotions from the position of Captain to the rank of Assistant Fire Chief would be 50% written test, 50% assessment center and then seniority points would be added.

- **ARTICLE 25. HEALTH INSURANCE** – This contract includes the language that was agreed to by the IAFF and the City in a memo of understanding prior to the negotiations. The language provides for a High Deductible Health Plan (HDHP) with either a health savings account (HSA) or a health reimbursement account (HRA). The City will fully fund each employee's HSA or HRA in 2007 and 2008 (\$2,000 for single, \$4,000 for family) and will fund at a minimum of 85% in 2009.

- **ARTICLE 33. TERM OF AGREEMENT** – The agreement will be in effect from September 1, 2007 to August 31, 2010. Proposals will be mutually exchanged 90 days prior to the expiration date.

If you should have any questions or need additional information, please let me know.

cc: Gary Connell, Fire Chief
Stacy Wall, Law Director

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL UNION 252, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO-CLC
(FIRE OFFICERS)

9/1/2007 - 8/31/10

Date Signed _____

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This Agreement is entered into by the City of Piqua, Ohio ("City") and the International Association of Firefighters, AFL-CIO-CLC, Local Union 252 ("Union").

ARTICLE 1. UNION RECOGNITION

Section 1. Recognition. The City recognizes the Union as the exclusive bargaining representative of all full-time fire officers, including Captains and Assistant Chiefs, but excluding the Chief of the Fire Department and the most senior (by time in grade) Assistant Fire Chief, for the purpose of bargaining with respect to wages, hours of work and working conditions. The employees covered by this Agreement are collectively referred to as "Fire Officers." This Section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section.

Section 2. Dues Checkoff. During the term of this Agreement, the City will deduct regular and uniform monthly Union dues or assessments from the wages of employees who individually and voluntarily authorize and direct such deductions. The authorization and direction must be in writing, must be signed by the employee, and must be revocable upon ten days notice to the City. The City will promptly forward checked off dues to the Union each month.

Section 3. Fair Share Fee. All employees of the bargaining unit who 60 days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by the members, as provided in Ohio Revised Code 4117.09 (C). Deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of the fair share fees shall be made in accordance with procedures for delivery of regular dues deductions. The Union shall not discipline any member (other than membership revocation or suspension) for engaging in any lawful activity, or for lawfully refraining from engaging in any activity.

Section 4. Indemnity. The Union will hold the City harmless and indemnify it against any liability it may have in complying or attempting to comply with this Article.

ARTICLE 2. MANAGEMENT RIGHTS

The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary. This includes, but is not limited to:

1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
2. the securing of revenues of the City;

3. the determination from time to time as to what services the City shall perform;
4. the determination of the equipment, machinery, and methods to be used;
5. the selection, transfer, assignment and layoff of employees;
6. the termination of probationary employees, and the termination for just cause of other employees;
7. making, amending, and enforcing reasonable work rules and regulations;
8. the determination of the size and composition of the work force; and
9. taking actions to carry out the mission of the City as a governmental unit.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code, without prior consultation with the Union or the Fire Officers. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

ARTICLE 3. NO STRIKE - NO LOCKOUT

Section 1. No Strike by Union. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any Fire Officer take part in, any strike, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Fire Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Union shall not cause, authorize, sanction or condone, nor shall any Fire Officer take part in, any picketing of the Fire Department or the City's building, offices, or premises because of a labor dispute with the City. This paragraph shall not apply to informational picketing which does not interfere or attempt to interfere with the operations of the Fire Department or the City.

Section 2. Union to Take Affirmative Action to Stop. The Union agrees that it and its officers will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operations of the Fire Department or City by notifying the Fire Officers and the public in writing that it disavows these acts. The Union further agrees that the Chief and the City have the right to discipline (including discharge) any or all Fire Officers who violate this Article.

Section 3. No Lockout by City. During the life of this Agreement, the City shall not cause, permit, or engage in any lockout of the Fire Officers.

ARTICLE 4. COOPERATION

The City, the Union, and each Fire Officer will cooperate fully to maintain the highest levels of efficiency in serving the public, to serve the citizens of the City and the public in general, to protect the property of the City, the public and employees, to ensure the prompt and uninterrupted delivery of services to the public, and to promote the morale, rights and well-being of Fire Officers.

ARTICLE 5. RESIDENCY REQUIREMENTS

All employees shall be permitted to maintain their residence anywhere within a 15 mile radius of the City of Piqua. The radius shall be measured "as the crow flies" from the employee's residence to the main fire station as identified in Exhibit A attached.

ARTICLE 6. PROBATIONARY EMPLOYEES

Section 1. Probation Period. Newly promoted fire officers shall be probationary for one year after the date of their promotion. The City has the right to demote a probationary Fire Officer to the next lower rank at any time for unsatisfactory performance during this probationary period, and such demotions shall not be subject to the grievance procedure, arbitration or other appeal.

Section 2. Probationary Leave. Whenever a probationary employee is granted a leave of absence, or sick leave, or is laid off, suspended for disciplinary purposes, or is otherwise absent from work, the length of the probationary period shall be extended by the length of such absence. Upon return to duty following such absence, such employee shall be required to successfully complete the remaining portion of the probationary period.

ARTICLE 7. GRIEVANCE AND ARBITRATION

Section 1. Purpose. The purpose of this grievance procedure shall be to settle all grievances as quickly as possible so as to insure efficiency and promote Fire Officer morale.

Section 2. Grievance Definition. A grievance is a claim that the City has violated this Agreement. The processing of the grievance by the City in accordance with the terms of this Article does not waive the City's right to contest the validity or the arbitrability of the grievance at arbitration or in another forum. Any issue of arbitrability shall be determined prior to the merits of the grievance. All time limits for processing grievances shall be calendar days.

Section 3. Procedure. All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step between the representatives designated to handle that step shall be final and binding on the grievant, the City, and the Union. If a

grievance is not filed or appealed on time, it shall be considered dropped. If the City does not answer on time, the grievant may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual written agreement. If the last day of a time limit falls on a weekend or holiday, the time limit will be extended to the next regular working day.

Section 4. Steps. The City and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. To carry this out, the following procedure shall be followed:

Step 1. In order for a grievance to be arbitrable the aggrieved employee must present his signed grievance in writing to the Fire Chief (or designee) within 10 calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to 10 calendar days after the employee became aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than 30 calendar days after the occurrence. The Fire Chief (or designee) shall schedule a meeting with the grievant and his representatives, if any, within 7 calendar days after receipt of the grievance. The Fire Chief (or designee) shall investigate and respond in writing to the grievant within 7 calendar days following the meeting. If this answer does not resolve the grievance, the Union may take the grievance to the next step.

Step 2. Within seven (7) calendar days from the date of the Fire Chief's answer, the grievance shall be presented to the City Manager (or designee) in writing. The City Manager (or designee) shall give an answer in writing within fourteen (14) calendar days. The answer of the City Manager will stand unless within seven (7) calendar days the Union notifies the City Manager in writing that the grievance will be taken to arbitration.

Section 5. Arbitration. The arbitrator shall be selected under the rules of the American Arbitration Association, unless the City and the Union mutually agree upon an arbitrator. The decision of the arbitrator shall be binding on the City, the Union, and the grievant. The arbitrator shall not have the power to add to, subtract from or modify this Agreement. The arbitrator shall have no authority to rule on any jurisdictional dispute between this Union and another Union or between employees represented by this Union and another Union, or with other units of employees. The arbitrator shall have no authority to rule on anything that happens before the initial effective date of this Agreement or after the termination date of this Agreement. The costs of the arbitrator shall be paid equally by the City and the Union.

Section 6. Multiple Grievances. No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the Union agree to waive this provision.

Section 7. Content. In order to be arbitrable, all grievances must contain the following information and must be filed using the grievance form mutually agreed to by the parties:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Where grievance occurred.
- F. Description of incident giving rise to the grievance.
- G. Specific sections of Agreement violated.
- H. Desired remedy to resolve grievance.

Section 8. Class Grievances. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs the grievance. If more than one employee is involved in a grievance or a group of similar grievances, one of them shall be selected as spokesman.

Section 9. Union Grievances. The Union may file grievances claiming violations of the recognition clause, the dues deduction and fair share clause, or any other contract right which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 2 within the time limits for filing at Step 1.

Section 10. Attendance. The employee filing the grievance may attend Steps 1 and 2 of the grievance procedure without loss of pay as a result of attendance during regularly scheduled working hours. For a class action grievance or a group of similar grievances, this protection against loss of pay will extend only to the spokesman. The employee's representative (if a Fire Officer) may also attend without such loss of pay at Steps 1 and 2.

ARTICLE 8. LEAVES OF ABSENCE

Section 1. Leave for Personal Reasons. An employee, upon written application, may be granted up to 30 days of unpaid personal leave of absence at the discretion of the City when such leave of absence is for a justifiable reason. Such a leave of absence may be extended by the City Manager for periods of time not to exceed a total of one year.

Section 2. Leave of Absence Due to Illness or Injury. An employee who is unable to work due to illness, injury, or other disability for a period in excess of 14 days must request a leave of absence in writing before the end of 14 days (or, if the employee's disability prevents the employee from making the request within 14 days, as soon as reasonably possible). In no event shall the leave for illness or injury extend for more than 1 year from the day the employee last worked, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave, unless an extension is granted in the sole discretion of the City Manager, based on a medical opinion that the employee's return to work is imminent. Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities. When an employee knows in advance that an absence or disability will occur, such as for surgery or due to pregnancy, the employee shall give the City notice of such expected disability as far in advance as practicable. Leave of absence due to illness or injury will be paid to the extent of available sick leave.

Section 3. Jury Leave. An employee required to serve on a jury by a court empowered by law to require such service shall be excused from duty for the time required for such service, and shall be paid the difference between jury pay and the employee's regular pay. Employees must present proof of the amount of jury pay received and must promptly report for duty when released from jury service, unless reporting to duty is excused by the Chief to the following shift.

Section 4. Military Leave. Employees who enter the military service of the United States will be afforded all applicable rights by law.

Section 5. Unpaid Leave. All leave is unpaid unless otherwise specifically provided (for example, sick leave, injury leave, jury leave and funeral leave).

Section 6. Unauthorized Absence. Unauthorized absence from duty may constitute grounds for discharge or other discipline. An unauthorized absence is defined as any time after one hour past the start of a duty shift, and if it is continued for one full tour of duty without notification to the City, may result in disciplinary action up to and including discharge, unless the employee can substantiate that failure to notify the City was due to unforeseen circumstances beyond the employee's control and not the employee's fault.

ARTICLE 9. HEALTH AND SAFETY

Section 1. Health and Safety Cooperation Between City and Union. The City, the Union and all employees will cooperate fully on all matters pertaining to health and safety.

Section 2. Medical Examination in Connection With Leave of Absence. The City may require an employee to undergo an examination by, and to receive approval of, a physician or other examiner selected by the City before being permitted to go on leave, remain on leave, or return to work. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would

otherwise have received as a result of time reasonably spent in attending the examination.

Section 3. Medical Examination in Interest of Health, Safety, or Job Performance. In the interest of health, safety, or job performance, the City may at any time require a physical or mental examination of an employee by a physician or other examiner selected by the City. If the examiner determines that the employee's condition jeopardizes his health or safety or that of others, or his job performance, the City may place the employee on leave of absence. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 4. Authorization. The City may require an employee to provide it authorization for release of his records and information about his status as part of an examination under this Article or when relevant to any claim by the employee against the City.

Section 5. Third Doctor. If an employee disagrees with the findings of the City's doctor, he may undergo an examination by a doctor of his choice, at his expense. The employee's doctor shall prepare a written report with a copy to the City. If the findings of the City's doctor and the employee's doctor are in conflict, the two doctors shall select a third doctor to resolve the conflict. The City and the employee will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding and his costs will be paid for by the City.

ARTICLE 10. DRUGS AND ALCOHOL

The purpose of this Article is to provide a safer work environment, to improve an employee's health or job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug-related situations.

Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called back to work will report to the supervisor any off duty use of alcohol.
- E. No alcohol or drug test will be administered if subparagraph C or D applies.

Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.
- B. Alcoholism and chemical dependencies are treatable. Employees covered by City- sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in physical harm or property damage.
- B. Upon request, the Fire Chief shall identify to the employee and his representative the basis for reasonable suspicion. The Fire Chief may withhold the names of persons who have provided information if the Fire Chief identifies facts and circumstances which independently provide a basis for reasonable suspicion.
- C. Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action. A refusal occurs if the employee fails to submit to a required drug test within two hours of receiving the order, or to a required alcohol test within one hour of receiving the order. The employee shall be granted a reasonable amount of time to change from the employee's uniform to civilian clothing.

- D. The employee will be transported by a supervisor to the designated facility for collection of the test samples. All test samples will be given at a licensed medical facility or doctor's office selected by the City, sealed and properly identified. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. Positive levels for drugs will be those set forth in Department of Transportation regulations (currently 49 CFR § 40.87), or, for drugs not listed in the DOT regulations, as determined by the lab. Evidentiary chain of custody controls shall be maintained. The split sample method of collection shall be used. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample re-tested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result. The test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.
- E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in an unreasonable delay in performing the test.
- F. Employees will provide a minimum of three samples of blood or urine to be tested. One sample will be sent to the lab of the City's choosing. One other sample, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the City if the results of the City's and employee's first test are in conflict. If this is the case, the results of the third test shall be controlling.

Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation before disciplinary action is taken, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.
- B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.

- C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave. This sick leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.
- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave, otherwise this leave will be unpaid.
- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.
- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes a drug screen shall be reinstated to his former position without loss of time in grade.
- G. The Fire Chief may require up to two tests of an employee during the six month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 5. Appeal.

An employee may appeal action taken by the City under this Article through the grievance procedure.

Section 6. Search.

All property belonging to the City, including City owned premises, desks, files and vehicles, is subject to search at any time without notice.

ARTICLE 11. EFFECT OF LAW

If any provision of this Agreement is in conflict with any applicable federal law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect. The same is true with respect to any state law or regulation which cannot be subordinated to this Agreement. In such an event, the City and the Union may meet and confer on an alternative provision.

The City Commission shall adopt no ordinances, resolutions, or other legislative matters in conflict with this Agreement. Neither the City Manager, nor the Fire Chief, nor their subordinates shall adopt or issue any rules, regulations, orders or other executive directions in conflict with this Agreement.

The City and the Union intend this Agreement to prevail over any conflicting state or local law to the fullest extent permitted by law.

ARTICLE 12. NO DISCRIMINATION

Section 1. Cooperation. The City, the Union, and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, union activity, or status as a Veteran of the Vietnam era.

Section 2. Reassignment. Notwithstanding any other provision of this Agreement, the City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall not be overturned in arbitration provided that the arbitrator finds that the reassignment or restructuring was made in good faith for the purpose of meeting the City's obligation under the Americans With Disabilities Act or Ohio Revised Code 4112.

ARTICLE 13. HOURS OF DUTY AND OVERTIME

Section 1. Hours of Duty. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty (other than hours during which employees may be summoned or kept on duty) shall not exceed 56 hours. The shift hours will start at 7:00 a.m. and end at 7:00 a.m. the following day. Employees shall have 24 hour shifts immediately followed by 48 hours off duty, except for the Fire Prevention Officer, who normally shall work a 40 hour a week schedule.

Section 2. Overtime Scheduled. Captains: In the event that a need for overtime should occur in the Department because of vacation, sickness, or other reasons, overtime pay shall be paid at the time and one-half rate of pay to the employee working overtime, computed on the hourly pay rate. Employees shall be paid double time for overtime worked on Sundays and holidays. The hourly rate shall be 1/40th of weekly salary. The City shall maintain the necessary overtime list made up of qualified employees to perform the duty needed. Employees shall be listed on a rotating list. A copy of this list shall be kept in the Chief's office and be available for inspection with permission. On this list the City shall record the date of call and the response and whether the overtime was refused or no answer received, or the employee was absent due to sickness, vacation, or otherwise. Employees shall be called in rotation, starting at the top of the list. Any mistakes will be corrected solely by future assignments. In the event there is no officer on said shift, then it shall be at the Chief's discretion to authorize an officer to work overtime. The officer in charge of scheduling the overtime will first telephone the

employee. If the phone is busy, answered electronically, the phone is not answered, or the employee is not at home, the officer will then page the employee by their respective individual pager number. If no reply is received from the employee within 7 minutes, the officer will then proceed to the next employee on the overtime list, following the same procedure until an employee is found to cover the needed overtime. If an employee refuses or no answer is received after paging the employee, the employee's name will be placed at the bottom of the list.

Assistant Fire Chiefs, except for the Fire Prevention Officer, shall be paid on a salary basis and are exempt employees of the City of Piqua for overtime, FLSA matters and other related matters. In addition to their pre-determined salary, they shall be eligible for compensatory time off on an hour for hour basis for time worked in excess of their regularly scheduled workweek upon approval of the Fire Chief, Assistant City Manager or City Manager. Assistant Fire Chiefs may accrue a maximum of two hundred and forty (240) hours of compensatory time, on an hour for hour basis, at any one time. Hours worked beyond the regularly scheduled workweek after reaching the maximum two hundred and forty (240) hour limit will not be counted as compensatory time. Payment in lieu of compensatory time off shall not be granted, except at retirement or death while employed by the City of Piqua. At any other separation from the City of Piqua, Assistant Fire Chiefs shall not be paid for unused compensatory time. The same compensatory time rules will be applied to the Fire Prevention Officer.

The Fire Prevention Officer shall be treated as a non-exempt employee for overtime, FLSA matters and other related matters. The Fire Prevention Officer's work period shall be a 28 day work period, and the Fire Prevention Officer shall be paid overtime at the time and one-half rate of pay for all hours worked in excess of 212 hours during the designated work period. Only hours actually worked shall be counted for determining whether the Fire Prevention Officer has worked in excess of 212 hours during any work period.

Section 3. Exchange of Duty Tours. The Fire Chief or officer in charge of shift may grant the request of any employee to exchange hours of duty or days off with another employee, provided said exchange is with employees of the same classification. The employee requesting exchange shall give as much advance notice as possible to the officer in charge.

Section 4. Normal Daily Work Schedule. The normal daily work schedule shall start at 7:00 a.m. and end at 5:00 p.m. with a one hour lunch period. The above does not pertain to work that may have to be performed in the care and maintenance of apparatus after returning from an emergency, after the hours described above.

Section 5. Call Back for Alarms. The procedure for call back is as follows: The officer in charge will see that the preceding shift of off-duty firefighters is called first, before calling the firefighters of the following shift. It is understood that errors are not correctable.

Section 6. Call Back Compensation. Employees recalled to duty under this Article will be compensated on the following basis: There will be no compensatory time off for such a recall to duty. Employees recalled will receive a minimum of 4 hours pay at their regular rate of pay. However, if the callback time exceeds 2 hours and 40 minutes, the employee will receive time and one-half the regular rate for the hours actually worked. On holidays, employees recalled will receive a minimum of 5 hours and 20 minutes pay at their regular rate of pay. However, if the callback time on a holiday exceeds 2 hours and 40 minutes, the employee will receive twice the regular rate for the hours actually worked. If more than one callback occurs during the initial 2 hours and 40 minutes, no credit will be given for the second callback until the 2 hour and 40 minute period has expired. Payment at the rate of 1-1/2 or double time figures on 1/40th of the weekly salary. This time or pay shall be verified by the officer in charge. This section shall not apply to Assistant Fire Chiefs, including the Fire Prevention Officer, who shall be paid as provided in Section 2.

Section 7. Overtime Under the Fair Labor Standards Act. Employees shall be paid for overtime rather than receive compensatory time off. Overtime pay shall be calculated on the basis of the hours exceeding the maximum allowable under the Fair Labor Standards Act (204 hours in a 27 day work period) at time-and-one-half the employees' hourly rate. The hourly rate shall be 1/40th of the employee's weekly wage. There shall be no pyramiding of overtime under this Article. This section shall not apply to Assistant Fire Chiefs, including the Fire Prevention Officer, who shall be paid as provided in Section 2.

Section 8. Relief at Emergency. In the event of a fire or other emergency requiring employees to work longer than their regular tour of duty, it shall be the responsibility of the officer in charge to see that these employees are relieved by the oncoming tour as speedily as possible.

ARTICLE 14. WAGES

Section 1. Weekly Wage Rates. The weekly wage rates for Fire Officers shall be increased 3% effective January 1, 2008, 3% effective September 1, 2008, and 3.25% effective September 1, 2009. The wage step schedule for Fire Officers shall be as indicated in the attached Schedule "A", based on months of completed service in grade. Time in grade for each step before the Fire Officer is eligible for a merit increase is as follows in Table "A".

Step	Completed Months of Service in Grade/Certification or Qualification
A	0
B	30
C	60
D	Time in Grade + Paramedic Certification or Fire Officer Qualification series
E	Time in Grade + Paramedic

Step	Completed Months of Service in Grade/Certification or Qualification
	Certification or Fire Officer Qualification series
F	Time in Grade + Paramedic Certification or Fire Officer Qualification series

The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City will give employees and the Union at least 8 weeks notice before putting such a change into effect, and provided that this will not be implemented for bargaining unit employees until it is implemented for all City employees.

Paramedic Certification: Fire Officers meeting the Paramedic qualification shall advance three steps regardless of their time in grade. For example, a newly promoted Assistant Fire Chief with a paramedic certification will be advanced to step D. Conversely, an Assistant Fire Chief who drops paramedic certification will move back three steps unless he has completed the Fire Officer qualification series as detailed in this Agreement.

Each Fire Officer's performance will be rated by the Fire Chief prior to the anniversary date the Fire Officer is eligible, by time in grade, for consideration for a step increase. A Fire Officer must receive an overall rating of satisfactory or better to receive a step increase. A Fire Officer denied a step increase may request a reevaluation after 90 days from the denial of the step increase.

Fire Officers at the top step will have their performance rated annually by the Fire Chief or his designee.

Rating forms, when completed, will be discussed with the employee. The employee is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the employee. The signature does not necessarily mean that the employee is satisfied with the rating. It is recognized that satisfactory performance is a requirement and that unsatisfactory performance may result in denial of a step increase or disciplinary action.

Section 2. Paramedic Pay. The wage rate for an employee certified as a paramedic shall be 103% of the weekly wage rate for the appropriate classification.

Section 3.

- A. Fire Officer, who was employed after 1983, shall be required as a condition of employment, to retain his/her certification as a paramedic until he/she has completed twelve and one half years of service with the department.

- B. A Fire Officer shall receive a bonus of the appropriate wage rate upon certification as a fire officer based on Fire Officer qualification series approved by Fire Chief. That appropriate wage rate shall consist of the following:
- C. A maximum of 1% of the base wage rate can be obtained with the following certification, ICMA Managing Fire Services certificate or a certificate from another equivalent course approved by the Fire Chief and 200 hours of outside training as defined in area 1 below.
- D. A maximum of 2% of the base wage rate can be obtained with the following certification, ICMA Managing Fire Services certificate or a certificate from another equivalent course approved by the Fire Chief and Associate Degree in Fire Science and 300 hours of outside training as defined in area 1 below.
- E. A maximum of 3% of the base wage rate can be obtained with the following certification, ICMA Managing Fire Services certificate or a certificate from another equivalent course approved by the Fire Chief and Bachelor Degree and 400 hours of outside training as defined in area 1 below.
- F. Area 1 is defined as follows:
 - a. College courses (from an accredited institution of higher learning as approved by the Fire Chief with a designated major in Fire Science, Public Administration, or any other major related to the Captain's or Assistant Fire Chief's job duties as determined by the Fire Chief).
 - b. Non-credit college courses (from an accredited institution of higher learning as approved by the Fire Chief with a designated major in Fire Science, Public Administration, or any other major related to the Captain's or Assistant Fire Chief's job duties as determined by the Fire Chief).
- G. Continuation of the wage rate increases will be maintained with the successful completion of either a 3 hour college or university course or 30 hours of approved outside in-service training programs each 18 months as continuing education.
- H. A Fire Officer receiving a bonus as a certified paramedic shall not be eligible to receive the three percent bonus as a certified Fire Officer. An Assistant Fire Chief or Fire Captain shall be required to maintain his/her certification as an emergency medical technician ambulance if not certified as a paramedic.

- I. An officer seeking outside job related education shall be allowed to attend classes while on duty with approval of the Fire Chief and if he is the only officer on duty, and if available, another officer will be called into work, fire related schooling only will be permitted. This will apply provided the classes are local, and possible overtime is available in the current fiscal year budget in sufficient amounts, designated specifically for these purposes.

Section 4. Acting Officer. If a Fire Captain is assigned and works as an Acting Assistant or Acting Fire Chief due to the unavailability or absence of an officer of a higher rank for at least one full duty day, the Fire Captain shall be entitled to receive a pay rate of 11% above the Fire Captain's wage rate for those hours actually worked in such a capacity. If an Assistant Fire Chief is assigned and works as an Acting Fire Chief due to the unavailability or absence of the Fire Chief for at least one full duty day, the Assistant Fire Chief shall be paid at the lowest base rate of pay for the Fire Chief exclusive of any paramedic or professional fire officer certifications for those hours actually worked in such a capacity. The designation of an Acting Fire Chief for any period of less than one full duty day will be made without additional compensation.

The Fire Captain remains an overtime-eligible employee. The designation of an Acting Officer for any period of less than one full duty day will be made without additional compensation.

The selection of the officer to be assigned as the acting officer shall be made by the Fire Chief. An officer assigned as the acting officer shall be responsible to perform all the duties of the position and/or all other duties as assigned by the Fire Chief. The Fire Chief has the sole discretion in determining the need for such a temporary Acting Officer assignment. The officer must satisfactorily perform all the duties and requirements of the position. Unsatisfactory performance will be noted and may be grounds for non-appointment at the next opportunity.

ARTICLE 15. HOLIDAYS AND PERSONAL DAYS

Section 1. Holidays. Eligible employees will receive holiday compensation for the following recognized holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The day of the week on which the holiday occurs shall be the holiday. Employees working from 7:00 a.m. to 12:00 midnight on the holiday in question shall be considered as working the holiday. Employees working 12:00 midnight to 7:00 a.m. on the holiday shall be considered as not working the holiday.

Section 2. Holiday Pay. 56 hour employees: Employees who do not work the holiday shall receive a compensatory 24-hour day off. Employees who work the 24-hour holiday shift shall receive a compensatory 24-hour day off plus ten percent of their weekly wage. 40 hour employees (Fire Prevention Officer): Employees shall have the holiday off with pay. Employees who work an 8-hour holiday shift shall receive a compensatory 12-hour day off.

Section 3. Eligibility. To be eligible for holiday pay, the employee must be entitled to pay for his last scheduled work day prior to the holiday and his first scheduled work day after the holiday. Employees on vacation or on a leave of absence with pay shall be considered as working their regular scheduled days for the purpose of this Section.

A holiday falling within an employee's paid sick leave shall not be charged against such sick leave period.

Section 4. Accumulation. An employee may accumulate up to six holidays. An employee may be permitted upon prior approval of the Fire Chief to accumulate up to eight holidays due to extenuating circumstances (i.e., shift shortage, illness, injury, etc.). The next available day must be taken off to prevent a loss of holiday. Compensatory time off will not be granted when such time off will result in any shift having less than authorized minimum number of persons set by the department on duty, unless permission for such time off is first secured from the senior officer on duty, and then secured from the Chief of the Department, except in the case of special emergency affecting an on-duty Fire Officer and only with the permission of the senior officer on duty.

Employees will be granted compensatory time off provided that their presence is not required during the shift (ex: scheduled mandatory training, physical exams, etc.).

Vacations will take precedence over holiday time off, so until such time as the vacation schedule has been approved, holidays granted will be subject to bumping by vacations. After the vacation schedule has been completed and approved by the Chief of the Department, any employee who asks the officer in charge for a specific day off as a holiday, has complied with all the rules of this Agreement, and is granted such day off, shall not be bumped from such day by any employee who seeks to change or add vacation to the schedule, without the express consent of the Chief of the Department. Compensatory time off shall not be granted for more than one month ahead of the calendar month the request occurs in. For example: In June a member can request a holiday for June and July. In July a member may request a holiday in July and August, etc.

Section 5. Personal Leave. Officers working fifty-six hour work weeks shall be granted ninety-six hours (4 duty days) of personal time on May 1 of each year. Officers working a forty-hour week shall be granted forty-eight hours of personal time on May 1 of each year. By request officers may sell the full amount of personal time accrued each year. Officers will be able to maintain a maximum of 4 personal days on the books at any given time. An officer may be permitted upon prior approval of the Fire Chief to

accumulate a maximum of 6 personal days due to extenuating circumstances (e.g., shift shortage, illness or injury).

ARTICLE 16. VACATIONS

Section 1. General. Fire Officers shall be granted a vacation in each calendar year without loss of pay. Such vacation shall be computed in the following manner for employees working a 56 hour a week schedule:

- | | |
|-------------------------------------|--------------------|
| For 3 years but less than 8 years | - 6 days annually |
| For 8 years but less than 15 years | - 9 days annually |
| For 15 years but less than 25 years | - 12 days annually |
| For 25 years or more | - 15 days annually |

One day for employees working a 56 hour a week schedule is a scheduled work day of twenty-four hours.

Vacation shall be computed in the following manner for employees working a 40 hour a week schedule:

- | | |
|-------------------------------------|--------------------|
| For 3 years but less than 8 years | - 10 days annually |
| For 8 years but less than 15 years | - 15 days annually |
| For 15 years but less than 25 years | - 20 days annually |
| For 25 years or more | - 25 days annually |

One day for employees working a 40 hour a week schedule is a scheduled work day of eight hours.

A 56-hour employee who has accumulated 672 hours of sick leave shall be granted additional vacation at his request. The conversion will be the use of one sick day for one vacation day. In no case will more than three days additional vacation be granted in any calendar year under excess sick leave credits, and no employee shall receive more than 18 days vacation in one calendar year.

A 40-hour employee who has accumulated 480 hours of sick leave shall be granted additional vacation at his request. The conversion will be the use of one sick day for one vacation day. In no case will more than five days additional vacation be granted in any calendar year under excess sick leave credits, and no employee shall receive more than 30 days vacation in any one calendar year.

It is agreed that any person hired as a full-time employee by the City of Piqua will be given credit for prior service with other political subdivisions of the State of Ohio for the purpose of determining the amount of vacation the person will receive as an employee of the City of Piqua. Such prior service, if any, will be recognized after one year of employment with the City of Piqua.

Section 2. Physical Training (PT) Vacation Day(s). PT vacation days may be taken in one day increments, subject to approval by the officers in charge, unless the employee has accumulated a total of three PT vacation days in which case they must be taken

consecutively. At no time will an employee be permitted to accumulate more than three PT vacation days.

Section 3. Vacation Period. Vacations shall be scheduled during the calendar year beginning January 1 and ending December 31 of that year. A 56-hour employee may transfer up to three days unused vacation time to the next calendar year, provided that any accumulated vacation shall not exceed the amount earned by an employee in a two year period. A 40-hour employee may transfer up to five days unused vacation to the next calendar year, provided that any accumulated vacation shall not exceed the amount earned by an employee in a two year period. Vacation may be scheduled in one-day increments.

Any employee who has accumulated vacation in excess of the amount earned in a two year period will forfeit such excess vacation as of December 31 unless prior approval by the City is granted for carry over to the next calendar year.

Section 4. Vacation Conversion to Cash. A 56-hour employee may convert up to 112 hours of accumulated vacation to cash annually at any time during the calendar year at the 56-hour rate. A 40-hour employee may convert up to 80 hours of accumulated vacation to cash annually at any time during the calendar year at the 40-hour rate.

Section 5. Partial Vacation Pay. In the event that an employee leaves City employment, he shall be paid accrued but unused vacation as of his last anniversary plus the pro-rata share of vacation earned during the current year. Vacation for the current year shall be pro-rated on the basis of 1/12th for each full month worked since the most recent anniversary of the employee's hiring date, times the number of vacation days that the employee would have earned by working the entire year.

ARTICLE 17. SICK LEAVE

Section 1. Sick Leave Credit and Use. Employees scheduled to work 56 hours a week shall earn sick leave credit on the basis of one day (24 hours) for each completed month of service. Employees scheduled to work 40 hours a week shall earn sick leave credit on the basis of 10 hours for each completed month of service. Credit shall be earned by employees on extended sick leave only if there is an intention to and reasonable expectation of a return to work. Sick leave will be charged on the basis of one day (24 or 8 hours as applicable) for each day (24 or 8 hours) off. Sick leave may be used as provided by this Agreement for absence due to illness, birth, injury, exposure to contagious disease, and for illness in the employee's immediate family. In the case of sick leave granted to care for a family member, the employee is expected to return to work for the remainder of the employee's shift when another family member becomes available to provide care. Immediate family means spouse, parent (natural, step or in law) children (natural, step, or adopted) or other relatives living in the employee's household. Sick leave may not be used after the first week of a compensable injury.

Section 2. Sick Leave Accumulation and Payout. Sick leave will accumulate without limit for sick leave benefits.

Accumulated sick leave up to 1344 hours (for employees scheduled to work 56 hours a week) or up to 960 hours (for employees scheduled to work 40 hours a week) will be payable to employees with 8 or more years of service at termination of employment regardless of the reason for termination, except discharge for conviction of a felony offense, based on the following formula:

8 - 20 years	1:3
21 - 25 years	1:2
over 25 years	1:1

For employees scheduled to work 56 hours a week, unused sick leave shall be cumulative up to and including 2016 hours for retirement or death benefits only. For employees scheduled to work 40 hours a week, unused sick leave shall be cumulative up to and including 1440 hours for retirement or death benefits only.

For employees scheduled to work 56 hours a week, the hourly rate for payment of accumulated sick leave shall be the employee's weekly rate divided by fifty-six. For employees scheduled to work 40 hours a week, the hourly rate for payment of accumulated sick leave shall be the employee's weekly rate divided by forty. Payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

For employees hired after September 1, 2001, who work a 56 hour a week schedule, unused sick leave shall be cumulative up to and including 1008 hours for retirement or death benefits, and shall be cumulative up to and including 672 hours upon other termination of employment, (except for dismissal for conviction of a felony offense) on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for any hours earned above 1008 hours up to 2184 hours at the rate of 1 for 3 for a combined total of up to 1400 hours.

For employees hired after September 1, 2001, who work a 40 hour a week schedule, unused sick leave shall be cumulative up to and including 720 hours for retirement or death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of a felony offense), on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for any hours earned above 720 hours up to 1560 hours at the rate of 1 for 3 for a combined total of up to 1000 hours.

Section 3. Sick Leave Conversion to Cash. Effective January 1, 2002, a 56-hour employee who has accumulated 56 days sick leave may convert up to 56 hours of sick leave to cash each calendar year. The conversion will be hour-for-hour at the 56-hour rate. A 40-hour employee who has accumulated 40 days of sick leave may convert up

to 40 hours of sick leave to cash each calendar year. The conversion will be hour-for-hour at the 40-hour rate.

Effective January 1, 2005, a 56-hour Assistant Fire Chief or Captain who has used no more than 24 hours sick leave in the past 12 months may convert up to 56 hours of sick leave to cash each calendar year, at the 56-hour rate, provided that the Assistant Fire Chief's or Captain's sick leave balance after the conversion still exceeds 2,520 hours. Effective January 1, 2005, a 40-hour Assistant Fire Chief who has used no more than 24 hours sick leave in the past 12 months may convert up to 40 hours of sick leave to cash, at the 40-hour rate, provided that the Assistant Fire Chief's sick leave balance after the conversion still exceeds 1800 hours. Sick leave converted to cash is sick leave that was earned in prior years.

Section 4. Misuse of Sick Leave. Dishonesty in connection with sick leave may be grounds for discipline up to and including discharge. The Union agrees to support the City in efforts to control the misuse of sick leave.

Section 5. Voluntary Sick Leave Donation. All hours donated under this policy shall be determined by a dollar equivalent based upon the recipient's regular hourly rate.

An employee may donate the equivalent of a minimum of one (1) work day up to a maximum of one (1) work week per occurrence, to a fire department employee who has exhausted paid leave, personal days and vacation hours, and otherwise continues to be qualified for paid sick leave.

Hours donated shall be on an hour per hour, as required basis only, and no excess hours shall be permitted to accumulate beyond the actual number of hours required by the recipient.

A donation of sick leave will be deducted from the donor employee's accumulated sick leave hours but shall not be counted as an absence.

ARTICLE 18. INJURY LEAVE

When an employee is incapacitated from duty because of a compensable injury, sustained in the performance of the employee's duties, the employee shall be entitled to injury leave with compensation from the City, in the following amount: the difference between the employee's normal weekly salary and the amount of compensation paid to the employee by the Industrial Commission of Ohio, for a period of time from one week after date of injury up to six months after that date. The City may, in its discretion, elect to pay the employee his full weekly rate in place of the employee's receipt of compensation paid by the Industrial Commission. Additional injury leave for long term injury or illness may be granted by the City Manager upon proper application. The City may require a medical examination under the procedures set out in Article 9.

ARTICLE 19. FUNERAL LEAVE

An employee shall be paid at the employee's regular rate for a work day (24 or 8 hours as applicable) lost due to an absence caused by a death in an employee's immediate family. In special or extenuating circumstances, the Fire Chief may grant up to two (2) days of additional funeral leave. Funeral leave may be taken at any time from date of death to date of funeral. For the purposes of funeral leave, the definition of "immediate family" shall be spouse, parent, parent-in-law, brother, sister, child, including foster or step child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian who stands in loco parentis, employee's grandparents, employee's step grandparents, grandparents of employee's spouse, step grandparents of employee's spouse or any other member of the immediate household.

Up to 24 hours of sick leave may be granted to attend the funeral of an aunt, uncle, first cousin, niece or nephew.

Any additional time off granted by the Fire Chief in connection with a death covered by this Article will be charged against the employee's sick time.

ARTICLE 20. UNIFORMS AND EQUIPMENT

Section 1. Required Clothing and Uniforms. The City shall purchase all required clothing and uniforms. After the initial issue, the City will pay for the replacement of any clothing that shows sign of wear or is lost or damaged in the line of duty. In order to receive the replacement clothing, the worn or damaged items shall be presented to the Fire Chief and/or designated representative for approval prior to purchasing the new items. All items shall be purchased through the regular City purchasing procedures and it shall be the responsibility of the Fire Chief and/or designated representative to maintain records on the disposition of these items.

Section 2. Reimbursement of Personal Property Loss or Damage. The City agrees to reimburse up to a maximum of \$40.00 (forty dollars) toward repair or replacement of personal wrist watches damaged or destroyed while in the performance of duties, limited to one occurrence per eligible person during the life of this agreement.

The City agrees to reimburse up to a maximum of \$125.00 (one hundred twenty five dollars) toward repair or replacement of personal prescription eye glasses damaged or destroyed while in the performance of duties, limited to one occurrence per eligible person during the life of this agreement.

Damage is to be reported to the shift supervising officer immediately and the damaged wrist watch or prescription eyeglasses presented for inspection and damage verification at the time of occurrence. Documentation of actual repair or replacement cost(s) is required prior to being eligible for reimbursement of damage expense(s).

Section 3. SCBA Face Piece Prescription Lens Kits. The City will provide prescription eyeglass kits, including lenses, for SCBA face pieces when needed by employees to safely see and work while at a fire scene.

Section 4. Protection of Property and Equipment. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage. The employee shall not be held financially responsible for any accidentally damaged or missing property.

ARTICLE 21. FITNESS FOR DUTY

Section 1. Physical Examinations. The City will provide for annual physical examinations to determine if an employee is able to perform the duties and functions of the position as established by the essential job functions established by the Chief. The Fire Chief will consult with the department doctor to determine the content of the examinations and the medical standards to be used. The Fire Chief will select the doctor(s) to perform the examinations. The examination may include a stress EKG if the regular EKG examination and employee's medical condition indicate it is appropriate.

Section 2. Examination Results. Employees will be bound by the results of the examinations. Should the employee not agree with the findings of the doctor selected by the Fire Chief, the employee may, within thirty days, obtain an opinion of another doctor. The employee will bear the full cost of this examination. The doctor selected by the employee must provide a complete report of the examination and findings to the departmental physician and the employee. In the event of a conflict in the opinions and finding of the two doctors, a third doctor will be selected by the City and the Union. The cost of this examination will be paid by the City. The third doctor shall be furnished copies of the opinions and findings of the two doctors.

Should the City, after consultation with the department physician, and when applicable the report of the third doctor, judge an employee as being unable to perform his/her duties, the employee will be placed on a leave of absence. This leave will be unpaid except to the extent that the employee has paid leave available. An employee placed on a leave of absence will have one year to have the medical condition corrected and to meet the required standards. The employee may be terminated if the medical condition is not corrected and the employee is unable to perform essential duties and functions of the position.

Section 3. Physical Conditioning Equipment. The City will continue to make physical conditioning equipment available.

Section 4. Physical Conditioning and Testing. It is recognized that each employee is responsible for the employee's physical conditioning. The Fire Chief will consult with the department physician to interpret and apply the standards to the physical conditioning and testing program.

Each employee must annually undergo a test of the employee's physical conditioning/agility commencing during the third quarter of each year. The basis for the fitness test will be the standards set forth by Coopers Institute for Aerobic Research. The tests shall consist of the bench press, leg press, push ups, sit and reach or sit ups,

and an aerobic test. The aerobic test shall consist of one of the following: 1 1/2 mile run, Rockport 1 mile walk, 12 minute run, or 12 minute bicycle ergometer.

The Single Standard General Population standards will be the basis for scoring. For an employee to pass the standard, the employee must meet or exceed the 50th percentile in each category. An employee who does not meet these standards will have the opportunity to retest within 3 months. An employee who meets or exceeds the employee's physical fitness standard shall receive one day of additional vacation.

An employee who does not meet the standards after a retest must take the Job Task Related Test. The Job Task Related Test that is utilized for new recruits will be used.

There will be no use of body fat composition or height/weight charts to determine physical fitness standards under this section.

Section 5. Non-compensable Time. Unless released from duty requirements during a scheduled work day, the time spent in conditioning, testing and undergoing examination or treatment shall not be compensable.

ARTICLE 22. TRAINING

Section 1. Need for In-Service Training. The City of Piqua and the Union recognize the need for continuing in-service training in order to promote the professionalism of the individual employee and the Department, including training received at the outside academies and seminars. The City shall fairly and equitably distribute opportunities for such training among all employees covered by this Agreement, consistent with the operational needs of the Department and the training needs of individual employees.

Section 2. Intra-Departmental, In-Service Training and Department Meetings. Any employee required to attend a training session or departmental meeting outside of the employee's regular scheduled 24-hour shift will receive overtime pay for the time so spent.

Section 3. In-Service Training at Outside Academies. When an employee is required to attend training at an outside academy or seminar, the work schedule of the employee may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The employee's weekly schedule may also be adjusted to a 40-hour schedule consisting of five 8-hour days. In such a case, the employee's regularly scheduled work day for training purposes shall not include meal periods unless the exclusion of the meal period would reduce the regularly scheduled work day below 8 hours.

An officer seeking outside job related education shall be allowed to attend classes while on duty with approval of the Fire Chief. If he is the only officer on duty, and if available, another officer will be called into work. Fire related schooling only will be permitted. This will apply provided the classes are local, and that the money for the education and possible overtime is available in the current fiscal year budget in sufficient amounts, designated specifically for these purposes.

ARTICLE 23. PROMOTIONS AND APPOINTMENTS

Section 1. Promotions and Disqualification. Appointment to the promoted ranks shall be made by promotion from the next lowest rank, providing the employee considered for the promotion is qualified for the position. A fire officer shall be able to take a promotional examination with less than 12 months in their current position, but cannot be promoted until the 12 months has been served in the current position. If the person is disqualified by the Chief or City Manager, the reasons for such disqualification shall be presented in writing to the person so disqualified. A disqualification may constitute a grievance and be processed in accordance with Article 7.

A. Testing. Scoring from the position of Captain to Assistant Chief shall be as follows:

1. Written Test – 50%
2. Assessment Center – 50%
3. Seniority points per ORC 124.45

The written test and assessment center shall each be scored with a maximum score of 100%. The written test score and the assessment center score shall each be divided by two, with the results added together for the final score (before the addition of seniority points). E.g. if the written score is 80% and the assessment center score is 90% the final score will be 85%. The candidate must score at least 70% on the written test to go on to the Assessment Center. There will be no minimum passing score on the Assessment Center.

B. The Director of the Civil Service Commission shall appoint members in the order of their rank on the certified eligibility list, the highest score being first and so on.

ARTICLE 24. WORK RULES

Section 1. Adoption of Rules. The Fire Chief may adopt rules for the operation of the department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

Section 2. Discipline. It is agreed that the City has the right to discipline or discharge regular employees for just cause, subject to the grievance and arbitration procedure.

Section 3. Legal Rights. If an employee elects to appeal a disciplinary action or discharge to the Civil Service Commission, the employee shall be denied any remedy under the grievance and arbitration procedure. Reprimands, either written or oral, will not be used to increase future disciplinary penalties or deny future promotional exams after one year from the date the reprimand is issued.

ARTICLE 25. GROUP INSURANCE

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement including dependent coverage ages 19 to 25 if a full-time student or disabled. The benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

Employee HSA accounts will be funded by the City in the amount of \$2,000 for individual coverage and \$4,000 for family coverage during the 2007 and 2008 plan years, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of \$2,000 for individual coverage and \$4,000 for family coverage during the 2007 and 2008 plan years, by funding the entire amount each year in January. For the 2009 plan year, the City will fully fund employee HSA and HRA accounts if the premium increase between 2008 and 2009 does not exceed 5% (\$2,000 for individual coverage and \$4,000 for family coverage). If the increase is over 5% the City will fund 85% of the accounts (\$1,700 for individual coverage and \$3,400 for family coverage). Employees hired during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely match the plan design then in effect on Jan. 1, 2007. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

(b) Insurance Committee. The Union shall designate up to two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

(c) Cost Sharing. For the 2007 plan year, an employee will contribute \$8.62 weekly for individual coverage and \$25.31 weekly for family coverage. For the 2008 and 2009 plan years, an employee will contribute 11% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction.

(d) Transition from Self-Insured Plan. The City will waive employee contributions for the employee's share of the costs of the 2006 self-insured plan and the remainder of the 2005 self-insured plan to be paid in 2007.

1. For the year beginning January 1, 2010 and/or until a successor agreement is reached and signed between the City and the Union, weekly health care cost will be increased by no more than 12% over the cost of 2009. The HSA and HRA accounts for 2010 will be funded the same as in 2009. Both funded monthly.

2. Option Out. Eligible employees who decline the City offered health insurance benefits will be entitled to receive a one-time payment per health insurance year (2007, 2008, 2009) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of fifty thousand dollars (\$50,000).

Section 3. Professional Liability Insurance. The City shall provide and pay the necessary premiums for professional liability insurance. The City will provide the most comprehensive insurance offered to the City and will provide a copy of the insurance policy to the Union.

ARTICLE 26. SENIORITY

Section 1. Definition. Seniority is defined as an employee's total length of continuous service with the City as a firefighter.

Section 2. Break in Service. Continuous service as a firefighter will include approved leaves of absence and any period of layoff during which the firefighter retains recall rights.

Section 3. Termination of Seniority. Seniority shall terminate when the employee:

- A. quits or resigns;
- B. retires;
- C. is discharged (unless reinstated through the grievance and arbitration procedure);
- D. fails to timely return from a layoff or leave of absence;
- E. is on layoff for a period of time equivalent to the employee's seniority, or three (3) years, whichever is less; or
- F. is on leave of absence for more than three (3) years.

Section 4. Seniority List. The Fire Chief shall maintain a seniority list which shall be brought up-to-date in a timely manner when the need arises.

ARTICLE 27. LAYOFF AND RECALL

Layoffs and recalls shall be made in accordance with O.R.C. 124.37. Disputes shall be resolved exclusively through the grievance and arbitration procedures contained in this Agreement.

ARTICLE 28. WAIVER

During the term of this Agreement, each party waives any right to require the other party to negotiate on any subject, and agrees that it shall take no action to compel the other party to negotiate on any subject except to the extent this Agreement specifically provides otherwise.

ARTICLE 29. JOB REQUIREMENTS

Employees are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

In justice and in fairness to the City and the taxpayers, all employees shall report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

ARTICLE 30. UNION ACTIVITIES

Section 1. Union Officers. The Union shall notify the Fire Chief in writing whenever there is a change in the names of the current officers of Local 252. These notices shall be kept current by the Union at all times.

Section 2. Discipline. When an employee is to be discharged, suspended or given a written reprimand, a Union officer shall be present upon request of the employee or supervisor.

Section 3. Negotiations. Meetings between the City and the Union to negotiate the renewal of this Agreement or to process grievances will be scheduled, as far as practical, outside normal working hours. If such meetings are held during an employee's normal working hours, the employee will suffer no loss of pay for time actually spent in such meetings. A maximum of 3 employees shall be eligible for such pay protection.

Section 4. Visits of Union Representatives. A Union officer may consult in the assembly area before the start of and at the completion of the day's work. Upon notification to and consent of the supervisor, the Union officer shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. These privileges are extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 5. Meetings. The City agrees to permit the Union and the Fire Officers use of the Fire Department building for the conducting of the regular and special monthly meetings.

ARTICLE 31. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE

Section 1. Compliance. The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

Section 2. Honesty. Any dishonesty in connection with obtaining benefits of any sort under the American with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in disciplinary action up to and including discharge.

Section 3. Eligibility and Duration. Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Section 4. Notice and Application. An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide as much notice as is practicable. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5. Medical Certification. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee's leave, (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or

she shall submit a new medical certification after thirty days, and after each thirty days after that.

Section 6. Pay and Benefits. All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7. Return From Family or Medical Leave. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8. Restrictions. All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

ARTICLE 32. LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound employee relations, a joint committee, not to exceed six (6), half of whom shall represent the City and half of whom shall represent the Union, may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

Section 2. An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting, with a list of matters to be discussed in the meeting, and the names of the Union representatives who will be attending. Matters which may be discussed at such meetings include:

1. The administration of this Agreement;
2. Changes made by the City which affect bargaining unit employees;
3. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
4. General information of interest to the parties;
5. Ways to increase productivity and to improve efficiency; and
6. Safety matters relating to employees.

Section 3. Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Fire Chief, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

Section 4. Labor/Management meetings shall not be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 33. TERM OF AGREEMENT

Section 1. Effective Dates. This Agreement shall become effective on September 1, 2007, and shall remain in full force and effect until 11:59 p.m., August 31, 2010. The parties shall continue in full force and effect all the terms and condition of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

Section 2. Negotiations. The Union and the City shall present, in writing, their proposed changes for a successor agreement no later than 90 days before the termination date of this Agreement. Negotiations will commence between the 83rd and the 90th day before the termination date. Both parties shall negotiate in good faith in an earnest effort to complete negotiations and reach a new agreement 45 days before the termination date. However, nothing in this section is intended to bar either party from proposing changes for a successor agreement after negotiations begin, or from exercising any right it has under Chapter 4117.

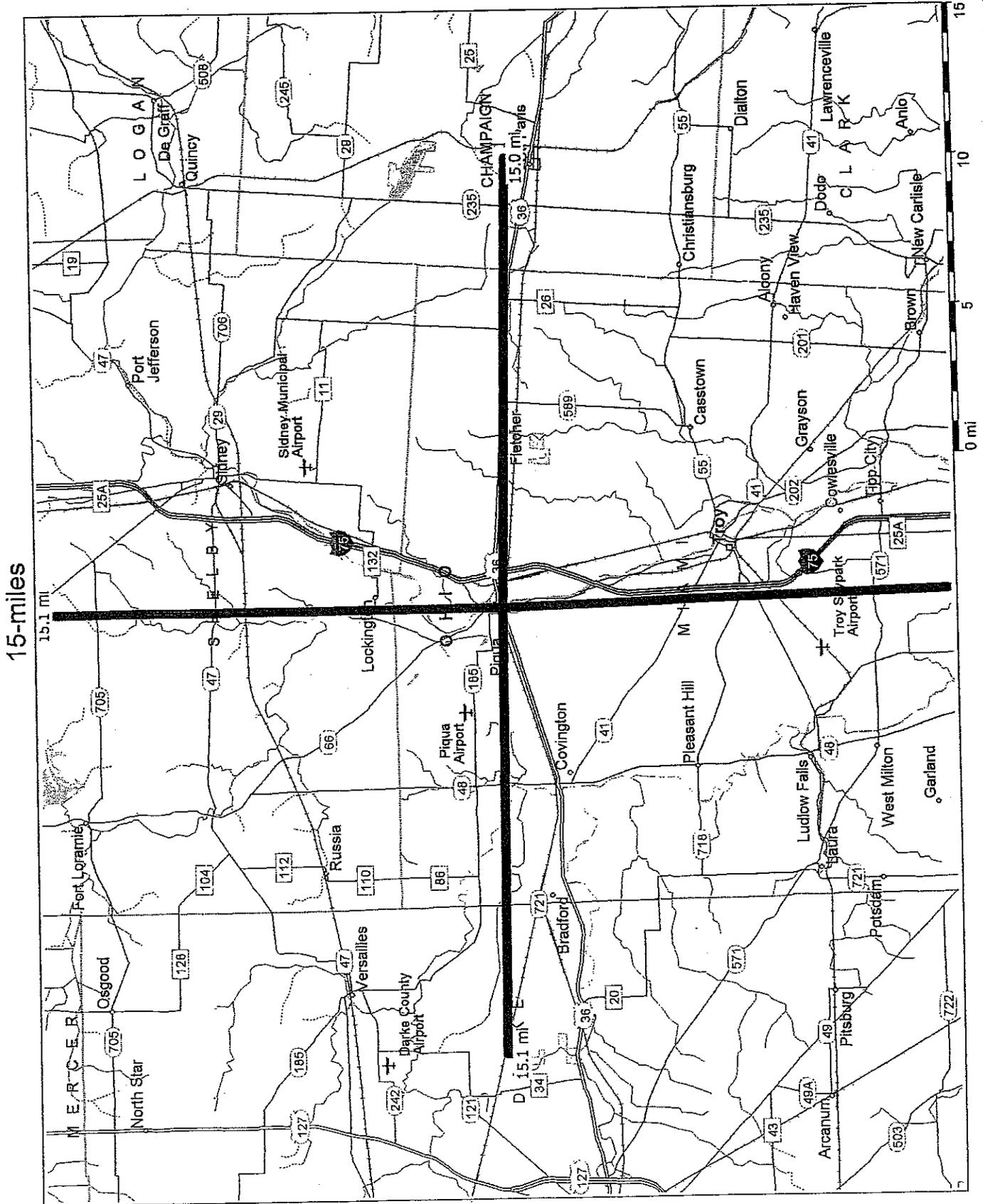
This Agreement is signed this _____ day of _____, 2008.

CITY OF PIQUA, OHIO

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO-CLC,
LOCAL UNION 252

By: _____

EXHIBIT A - RESIDENCY REQUIREMENTS



City of Piqua Fire Department
Fire Officers Wage Schedule

Schedule A

EFFECTIVE
January 1, 2008

WAGE RATE	Time in Grade +Paramedic/Officer Certification					
	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	STEP D	STEP E	STEP F
Fire Captain	\$22.47	\$22.71	\$22.93	\$23.14	\$23.39	\$23.62
Assistant Fire Chief	\$1,605.14 weekly	\$1,621.20 weekly	\$1,637.40 weekly	\$1,653.78 weekly	\$1,670.31 weekly	\$1,687.01 weekly

EFFECTIVE
September 1, 2008

WAGE RATE	Time in Grade +Paramedic/Officer Certification					
	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	STEP D	STEP E	STEP F
Fire Captain	\$23.14	\$23.39	\$23.62	\$23.83	\$24.09	\$24.33
Assistant Fire Chief	\$1,653.29 weekly	\$1,669.84 weekly	\$1,686.52 weekly	\$1,703.39 weekly	\$1,720.42 weekly	\$1,737.62 weekly

EFFECTIVE
September 1, 2009

WAGE RATE	Time in Grade +Paramedic/Officer Certification					
	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	STEP D	STEP E	STEP F
Fire Captain	\$23.89	\$24.15	\$24.39	\$24.60	\$24.87	\$25.12
Assistant Fire Chief	\$1,707.02 weekly	\$1,724.11 weekly	\$1,741.33 weekly	\$1,758.75 weekly	\$1,776.33 weekly	\$1,794.09 weekly



Good News Reports-Attachments
Piqua City Commission
February 19, 2008

Report-Andy Burner

- Group Workcamps has received word that two groups have contributed \$5,500 towards the July free home rehab program.

Report-Chief Wayne Willcox

- Deputy Chief Thomas Christy is being awarded his Certified Law Enforcement Executive Designation by the Law Enforcement Foundation. Tom has been working on this certification for the last 13 months and completed his capstone project earlier this month.

Tom joins Deputy Chief Bruce Jamison and Chief Willcox as the only Certified Law Enforcement Executives in Miami County. In fact, Piqua has the only Certified Law Enforcement Executives in the Tri-County area of Miami, Shelby, and Darke counties.

At the present time there are approximately 150 Certified Law Enforcement Executives in Ohio, out of 20,000 police officers.