

A G E N D A
PIQUA CITY COMMISSION
MONDAY, JULY 21, 2008
7:30 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

6:30 P.M. – TOUR OF THE MASOLEUM AT FOREST HILL CEMETERY

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION:

- **Group Workcamps**

REGULAR CITY COMMISSION MEETING

1. **APPROVAL OF MINUTES** Approval of the minutes from the July 7, 2008 Regular City Commission Meeting
2. **ORD. NO. 17-08**
(3rd Reading) An Ordinance amending Sections 154.005, 154.020 through 154.026, 154.121 and 154.122 of the Piqua Code relating to residential private garages
3. **ORD. NO. 19-08**
(3rd Reading) An Ordinance amending Sections 154.127 and 154.143 of the Piqua Code relating to demolition standards
4. **ORD. NO. 21-08**
(1st Reading) An Emergency Ordinance to make Supplemental Appropriations for the City of Piqua, Ohio for the year 2008
5. **ORD. NO. 22-08**
(1st Reading) An Ordinance amending Section 76.99 of the Piqua Code relating to Penalty for violations of Chapter 76 and 78
6. **RES. NO. R-82-08** A Resolution awarding a contract for the purchase of a Fire Engine for the Fire Department
7. **RES. NO. R-83-08** A Resolution authorizing the City Manager to enter into a lease agreement for Hardman Field between the City of Piqua and the Piqua City School District
8. **RES. NO. R-84-08** A Resolution awarding a contract to MobileTEK Consulting for the purchase of computer laptops for the Police and Fire Departments

9. RES. NO. R-85-08

A Resolution awarding a contract for Professional Services to Kleingers & Associates to perform the Intersections Improvement Study

10. RES. NO. R-86-08

A Resolution authorizing the City to act as the guarantor on a loan between the Piqua Improvement Corporation and the local lending institutions

ADJOURN

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

Piqua City Commission met in Joint Session with Washington Township Trustees 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 Vogt, Fess, and Terry. Absent: Martin. Also present were Washington Township Trustees McMaken, Holfinger, and Hiegel.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to excuse Commissioner Martin from the July 7, 2008 Piqua City Commission Meeting and Joint Meeting with Washington Township Trustees. Voice vote, Aye: Hudson, Terry, Vogt, and Fess. Hiegel, McMaken, Holfinger. Nay: None.

**JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES
AND PIQUA CITY COMMISSION**

APPROVAL OF MINUTES

Moved by Commissioner Vogt, seconded by Commissioner Fess that the minutes of the June 2, 2008 Joint Meeting with Washington Township Trustees and Piqua City Commission be approved. Voice vote, Aye: Terry, Fess, Vogt, Hudson, Hiegel, McMaken, and Holfinger. Nay: None. Motion carried unanimously.

RES. NO. R-74-08

A Resolution replacing a tax levy in excess of the ten-mill limitation for maintenance and operating the Forest Hill Union Cemetery

Moved by Commissioner Terry, seconded by Commissioner Holfinger that the resolution be adopted. Voice vote, Aye: Hudson, Terry, Fess, Vogt, McMaken, Holfinger, and Hiegel. Nay: None. Motion carried unanimously.

Moved by Commissioner Fess, seconded by Trustee McMaken to adjourn from the Joint Meeting with Washington Township Trustees at 7:46 P.M. Voice vote, Aye: Hiegel, Holfinger, McMaken, Vogt, Hudson, Fess, and Terry. Nay: None. Motion carried unanimously.

REGULAR CITY COMMISSION MEETING

Moved by Commissioner Vogt, seconded by Commissioner Terry, to excuse Commissioner Martin from the Regular City Commission Meeting of July 7, 2008. Voice vote, Aye: Terry, Hudson, Fess, and Vogt. Nay: None. Motion carried unanimously.

AMP Ohio Scholarship Presentation

Presenter – Ms. Jane Juergens, Vice President Administrative Services

Recipient – Elizabeth Galbreath

Ms. Jane Juergens, Vice President of Administrative Services of AMP OHIO gave a brief overview of the AMP-OHIO program and presented the AMP OHIO Scholarship to Elizabeth Galbreath. Ms. Galbreath thanked AMP-OHIO and the City of Piqua, stating she plans to make the community proud.

PRESENTATION - Group Workcamp Update – Mr. Thom Baker

Mr. Baker gave a brief overview of the Group Workcamp Program, stating there will be about 263 registered campers plus counselors coming into Piqua to work on about thirty-eight homes in the area during the one-week program.

PRESENTATION – Hand Properties, Inc. Mr. Bruce Coward

Bruce Coward gave a brief presentation update on the 67-acre tract of land they plan on developing. Mr. Coward passed out a handout of the design plan they have for the property. Stacey Woodhouse, Director of Acquisitions, also gave a brief overview of the plans for the area stating they plan on starting with smaller retailers first. Commissioner Fess inquired if it would be a mix of retail and industrial businesses, and if there were any commitments signed at this time. Mr. Woodhouse stated yes it would be a mix, but would like to get the retail signed first. No specific retail businesses have signed at this time, but there are several looking, stated Mr. Woodhouse.

Commissioner Vogt asked if the property is ready for the access to get underway, and what is the timetable for this work to be done. Mr. Woodhouse stated the property is ready for the expansion, and it will take 8-10 months to do the infrastructure, but need commitments from small retailers up front before beginning. Mayor Hudson asked if they have any interested retailers at this time. Mr. Woodhouse stated they have at least ten interested retailers but would like to have signed commitments before moving forward.

Commissioner Terry stated she is concerned about the project since there are several empty spaces in the strip mall across the street at this time. Mr. Woodhouse stated there will be different retailers in this area that like frontage on I-75, and the trend is moving away from malls now and going to the open air areas. Commissioner Terry stated there would not be any access from I-75 to the area correct. Mr. Woodhouse stated yes, there would not be any access from I-75. Commissioner Terry asked if there were any plans that the citizens could see on this project. Mr. Woodhouse stated they would come back at a later date and bring plans of the bridge and the area in question for citizens to view. Commissioner Terry asked if you would enter the area through the Park and over the bridge. Mr. Woodhouse stated yes, you would enter through the Park and over the bridge to the area in question. Commissioner Fess asked if the bridge would be ground level or be a raised structure. Mr. Woodhouse stated the bridge would be a ground level bridge. Commissioner Fess also stressed the need for more hotel space in the City of Piqua with the additional 350 seat conference rooms that will be opening in October.

Mr. Woodhouse thanked the Commission and stated Piqua's future is in retail development and this is the only site large enough to accommodate this large of a project.

APPROVAL OF MINUTES

Moved by Commissioner Vogt, seconded by Commissioner Fess, that the minutes of the June 16, 2008 Regular City Commission Meeting be approved. Voice vote, Aye: Terry, Vogt, Hudson, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 17-08 (2nd Reading)

An Ordinance amending Sections 154.005, 154.020 through 154.026, 154.121 and 154.122 of the Piqua Code relating to residential private garages

Ordinance No. 17-08 was given a second reading at this time.

ORD. NO. 18-08
(2nd Reading)

An Ordinance amending Sections 154.005 and 154.108 of the Piqua Code relating to special event signs

Moved by Commissioner Fess, seconded by Commissioner Vogt, to table Ordinance No. 18-08 indefinitely at this time. Voice vote, Aye: Hudson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously to table Ordinance No. 18-08 indefinitely at this time.

ORD. NO. 19-08
(2nd Reading)

An Ordinance amending Sections 154.127 and 154.143 of the Piqua Code relating to demolition standards

There was discussion of the need for this ordinance. Chris Schmiesing, City Planner gave a brief overview of the requirements for the demolition permit, and stated when someone comes to the Planning & Zoning Office to obtain a demolition permit they are given all the needed information.

There was discussion of the need for this resolution and also of the old Hospital property and the status of the demolition and upkeep of the area. Mayor Hudson asked if it would be possible to get a Monthly Report on the activity at the demolition site. Mr. Schmiesing stated we did not have this plan in place at the time the old hospital demolition permit was taken out but we did have a pre-deconstruction meeting with the demolition company. Commissioner Fess asked if there was a time frame on completion of the demolition. Mr. Schmiesing stated twelve months was stated in the meeting and we will hold them accountable.

Chuck Starrett, 4244 Demming Road, voiced his concern over some of the language in the ordinance and who has discretion on the enforcement of the ordinance. Mr. Starret stated he would like to have the ordinance made clearer to understand it better.

Commissioner Fess stated this ordinance is not to put more demands on the citizen. This is just a tool to help simplify the permit process, and all they need to do is present a plan for their project for it to be considered and approved.

Ordinance No. 19-08 was given a second reading at this time.

ORD. NO. 20-08
(1ST READING)

An Ordinance amending Sections 154.096, 154.097, 154.100, 154.101, 154.103 and 154.105 of the Piqua Code relating to regulating signs

Commissioner Vogt asked how long has the sign ordinance been in effect. Mr. Schmiesing stated the sign ordinance originated in 1972 and the current ordinance was adopted in 2006.

Brad Boehringer, 132 E. Main Street, voiced his opinion about the reason Ordinance No. 19-08 was tabled and Ordinance No. 20-08 was not tabled. City Manager Enderle explained the difference in the Ordinances and the reason.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that the rule requiring the ordinance to be read fully and distinctly on three separate days be suspended. Voice vote, Aye: Hudson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously,

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Ordinance No. 20-08 be adopted. Voice vote, Aye: Hudson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Ordinance No. 20-08 adopted.

RES. NO. R-75-08
(PUBLIC HEARING)

A Resolution accepting for statutory purposes a budget for the calendar year 2009

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-75-08 be adopted. Roll call, Aye: Vogt, Fess, Hudson, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-75-08 adopted.

RES. NO. R-76-08

A Resolution authorizing permission to conduct business with John Richard

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-76-08 be adopted. Voice vote, Aye: Hudson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-76-08 adopted.

RES. NO. R-77-08

A Resolution of Appreciation for the public service of John C. Withrow as a City Employee

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-77-08 be adopted. Voice vote, Aye: Vogt, Fess, Hudson, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-77-08 adopted.

RES. NO. R-78-08

A Resolution requesting authorization to issue a purchase order to Siemens Water Technologies Corporation for emergency repairs at the Wastewater Treat Facility

Mayor Hudson asked if the pump would operate while being repaired. Public Works Director Tom Zechman explained the procedure. Commissioner Fess asked how long would the part last. Mr. Zechman stated approximately 20 years.

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-78-08 be adopted. Roll call, Aye: Terry, Hudson, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-78-08 adopted.

RES. NO. R-79-08

A Resolution awarding a contract for the purchase of a new Leeboy 1000F, 8-13 foot asphalt truck paver from the McLean Company

Commissioner Terry asked if the paver truck could be used for patching streets. Mr. Zechman explained. Commissioner Vogt asked if we had always rented a paver before this purchase, and did this go out for bids. Mr. Zechman stated the City owned a paver in the 1980's, and yes we went out for State bids.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-79-08 be adopted. Roll call, Aye: Vogt, Terry, Hudson, and Fess. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-79-08 adopted.

RES. NO. R-80-08

A Resolution awarding a contract to Hull & Associates, Inc. for a Locks & Canals engineering study

There was discussion of the locations of the study areas, and what the result would be if the study were not completed, and health issues if there are any. Commissioner Vogt asked where the aeration fountains are located. Mr. Zechman explained there is one aeration fountain in Franz Pond and one in Echo Lake at this time. City Manager Enderle stated we are looking at the study to give us answers on the problem areas. Commissioner Terry stated she believes this is a problem that needs to be addressed at this time. Mayor Hudson stated this is good for all and believes Echo Lake is an asset in the rough and this is very important to the future of Piqua. Commissioner Terry stated she would like to see a public meeting held so the public could be included in the study. Mayor Hudson asked when the current levy was rebuilt. Mr. Zechman stated the current levy was rebuilt in the 1980's. Commissioner Fess stated she is concerned about the results of the study in the area at the narrow end of Marwood Drive, and further stated we may have to look into assessing the property owners in the future. Mrs. Fess stated she would like to see the residents that live on the lake be able to meet with the consultants if possible.

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-80-08 be adopted. Roll call, Aye: Fess, Vogt, Terry, and Hudson. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-80-08 adopted.

RES. NO. R-81-08

A Resolution awarding a contract to Stantec Engineering for engineering services to prepare the City of Piqua's Stormwater Management Plan and recommendation for a Stormwater Utility

Commissioner Vogt asked if the project went out for bids and if performance bonds were required. Mr. Zechman stated they requested five quotes and received four. City Manager Enderle stated yes, performance bonds were required and explained.

Brad Boehringer, 132 E. Main Street, voiced his opinion about not going out for bids and only getting quotes on the plan. City Manager Enderle explained the reason for asking for quotes on the project.

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-81-08 be adopted. Roll call, Aye: Hudson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-81-08 adopted.

Monthly Reports for May 2008 were approved.

Brad Boehringer, 132 E. Main Street, gave a brief update on his project at Heritage Green stating he will have pictures at the next commission meeting to show. Mr. Boehringer stated that a very active member and one of the residents responsible for organizing the Shawnee Neighborhood Association, Sandra Cruse, passed away on July 4th, 2008.

Commissioner Vogt congratulated Elizabeth Galbreath on receiving the AMP-OHIO Scholarship. Commissioner Vogt expressed his condolences to the Cruse family. Commissioner Vogt stated the Car Show would be held on July 19, 2008 at the Roadside Park on St. Rt. 66 and invited all to come out for a good time.

Commissioner Fess extended her condolences to the Cruse Family. Commissioner Fess also thanked Mr. Boehringer for the work he has performed at Heritage Green.

Commissioner Terry stated the 4th of July celebration was a great success this year and hoped everyone had a good time. Commissioner Terry also voiced her condolences to the Cruse Family.

Mayor Hudson thanked Commissioner Fess for conducting the June 16, 2008 City Commission Meeting in his absence. Mayor Hudson reminded citizens that Jeff Lange would be conducting the River Cleanup on July 12th from 9:00 A.M. – 12:00 P.M. and asked that citizens call and register with Mr. Lange. Mayor Hudson inquired how long it would take to complete the canal study. Mr. Zechman stated the study should be completed by the first of the year. Mayor Hudson mentioned the Piqua Sign on E. Ash Street at the entrance to the city by Cracker Barrel is leaning and asked someone to check on it. Mayor Hudson inquired where the city is on locating tenants for the hotel project. City Manager Enderle stated there is another meeting set for this week and we hope to have something soon to share with the Commissioners.

Moved by Commissioner Vogt, seconded by Commissioner Fess, to adjourn from the Piqua City Commission Meeting at 9:05 P.M. Voice vote, Aye: Fess, Hudson, Vogt, and Terry. Nay: None. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 17-08

**AN ORDINANCE AMENDING SECTIONS 154.005, 154.020
THROUGH 154.026, 154.121 AND 154.122 OF THE PIQUA
CODE RELATING TO RESIDENTIAL PRIVATE GARAGES**

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

WHEREAS, legislative modification of Sections 154.005, 154.020, 154.021, 154.022, 154.023, 154.024, 154.025, 154.026, 154.121 and 154.122 of the Piqua City Code is needed in order to address residential private garages.

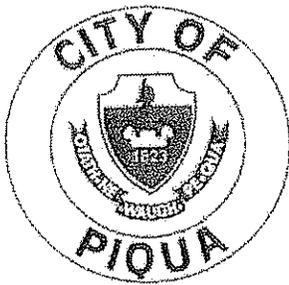
SEC. 1: Sections 154.005, 154.020, 154.021, 154.022, 154.023, 154.024, 154.025, 154.026, 154.121 and 154.122 of the Piqua Code are hereby amended per Exhibit "A" attached hereto (with deletions lined out and additions underlined).

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

THOMAS D. HUDSON, MAYOR

PASSED: _____
3rd Reading

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

June 6, 2008

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **Request for Legislation to Adopt Proposed Amendments to the Zoning Chapter of the City of Piqua Codified Ordinances, including: Amendments Pertaining to Residential Private Garages - §§ 154.005, 154.020, 154.021, 154.022, 154.023, 154.024, 154.025, 154.026, 154.121, and 154.122; Amendments Pertaining to Special Events Signs - §§ 154.005 and 154.108; and, Amendments Pertaining to Demolition Standards - §§ 154.127 and 154.143**

At the June 3, 2008 meeting of the Planning Commission, with all members present, the Planning Commission unanimously recommended approval of the above referenced proposed code amendments. The items shown represent three different amendments to the zoning chapter. Therefore, in accordance with §154.141 of the codified ordinances I am forwarding the supporting items pertaining to each amendment for the City Commissions' consideration.

The proposed amendments pertaining to residential private garages address the size, location, and appearance standards applicable to accessory buildings. In particular, the proposed changes are in response to the many requests we receive from homeowners seeking to build private garages larger than what is currently allowed by the code, or to build on a lot lacking a principal structure. The special event sign proposed amendments includes inserting a section into the sign regulations to better deal with the size, placement, and display period needs of this sign type. The demolition standards amendment replaces an obsolete section of the code with an insertion of the minimum requirements for what is expected so far as safety, security, and restoration of the site when demolishing a building. Enclosed, you will find the Issues, Objective, and Principles document, and a detailed text change exhibit for each of the proposed amendments. Noting the input provided by city officials, City Commissioners, Planning Commissioners, and the general public, and the incorporation of that input into the final content of each of these documents, it is the opinion of the Planning Commission that the proposed code amendments are both responsive to the concerns raised and responsible to the best interest of the entire community.

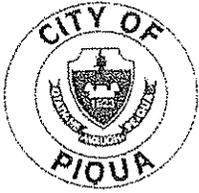
Included with this memo for the City Commissions' reference in considering each of these requests, please find a copy of the Planning Commission resolution and the supporting documents pertaining to each item.

Sincerely,

Chris Schmiesing

Christopher W. Schmiesing
City Planner

Enc.



Proposed Land Use Code Amendment

Special Event Sign

Issues

Size – Current code provisions limit the maximum size for a temporary sign relative to the area of the lot on which it will be placed, regardless of the type of advertisement.

Number – Current code provisions limit the maximum number of temporary commercial message signs permissible relative to the frontage of the lot on which it will be placed.

Type – Current code provisions limit the types of signage permissible for off-premise commercial messages to ground signs and monument signs. In addition to ground and monument signs, banner, pole, and window signs are permissible for off-premises noncommercial messages.

According to at least one local business and at least one local not-for-profit agency, the temporary sign provisions cited above place unreasonable limits on their ability to effectively advertise special events.

Objective

The objective of this amendment is to update the current code provisions pertaining to the size, number, and type of temporary advertising signs to establish a process for considering and allowing more liberal temporary signage allowance for special events.

Principles

Public, institutional, or commercial special events may require a more generous signage allowance to effectively promote, communicate, or advertise the unique qualities of the event.

Poorly designed or improperly placed temporary signs can have a significant negative effect on the aesthetics of a community and compromise the general safety of the public.

An inordinate number and/or excessive display of temporary signs, and the nonpermanent qualities of a temporary sign can cause a blighting influence on a neighborhood or locale and foster a negative image of the community.

Such special event sign allowance should be limited to events that occur not more than two times per year, do not run for more than a set number of consecutive days, and should be subject to an administrative permit process.

Code Amendments

The following exhibit details the code amendments necessary to address the aforementioned issues in a manner that is consistent with the objective and principles outlined. The proposed text **insertions** are in bold print and underlined, while a strikethrough line indicates the existing text that is to be ~~deleted~~.

EXHIBIT 'A'

§ 154.005 DEFINITIONS.

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

ACCESSORY BUILDING. ~~See ACCESSORY STRUCTURE, as defined in this section~~ **An open or enclosed accessory structure with a roof system supported by columns or walls.**

ACCESSORY STRUCTURE. Any structure detached from the principal building on the same lot and serving a purpose incidental and subordinate to the principle building or use. See Exhibit C at the end of this section.

ACCESSORY USE. Any use of land or of a building or portion thereof serving a purpose incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use.

AGRICULTURE. The use of land for the purpose of raising and harvesting crops; or for raising, breeding or management of livestock, poultry or honeybees; or for dairying, truck farming, forestry, nurseries or orchards; for the noncommercial, on-farm storage or processing of agricultural products or for any other similar agricultural or horticultural use.

ALLEY. Any dedicated public way affording a secondary means of access to abutting property and not intended for general traffic circulation.

ALTERATION. Any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as altered or reconstructed.

ANIMAL GROOMING. An activity where the principal business is domestic pet hygiene, including washing, brushing, shearing and nail cutting.

ANIMAL HOSPITAL. Any building or structure used for treatment and care of injured or ailing animals administered by a Doctor of Veterinary Medicine licensed to practice in the state.

ARCHITECTURAL PROJECTION. A building facade feature that is not intended for occupancy and extends beyond the face of the exterior wall of a building.

AUTO SERVICE STATION. A place where gasoline or any other automobile engine fuel, stored only in underground tanks, kerosene or motor oil and lubricants or grease, for operation of motor vehicles, are retailed directly to the public on the premises, including the sale of minor accessories and the servicing of and minor repair of automobiles, not including storage of inoperable vehicles.

AUTOMOBILE REPAIR, PAINTING AND BODY SHOPS. The repair or maintenance of automobiles or any part thereof, including engine or transmission rebuilding or overhauls, rebuilding or reconditioning of parts, body, frame or fender straightening, painting or undercoating, and the minor repair or maintenance of automobiles or any part thereof, including the changing of oil, adding fluids, replacing wiper blades, and any other activities similar in nature to those described which can be performed by the average automobile owner in his or her own driveway, and be completed on the same calendar day as the calendar date upon which the work commenced. This shall not include the storage of any junk or abandoned vehicles as defined in § 91.01 through § 91.10 of the City of Piqua Ohio Code of Ordinances.

AUTOMOBILE WASHING FACILITIES. Area of land and/or a structure with machine or hand-operated facilities used principally for cleaning, washing, polishing, or waxing of automobiles.

AUTOMOTIVE APPEARANCE AND RUST PROTECTION SERVICES. Rust protection, paint protection (except painting), fabric protection, trim sales/installation, accessory sales and installation.

AVERAGE LOT WIDTH. The width determined by dividing the total lot area by the depth of the lot from the street right-of-way line to the furthest rear lot line. If the rear lot line and right-of-way lines are not parallel, an average depth dimension shall be used.

AWNING. An architectural projection of shelter projecting from and supported by the exterior wall of a building and composed of rigid or non-rigid materials and/or fabric on a supporting framework that may be either permanent or retractable, including such structures that are internally illuminated by fluorescent or other light sources.

BARS, TAVERNS AND NIGHTCLUBS. Establishments primarily engaged in the retail sale of drinks, such as beer, ale, wine, liquor and other alcoholic beverages for consumption on the premises. The sale of food may also be a part of the operation.

EXHIBIT 'A'

BASEMENT. That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A **BASEMENT** shall not be counted as a story, except as provided in the definition of story.

BED AND BREAKFAST INN. A residential structure, which is owner-occupied, that has, as a secondary use of the structure, one to five guestrooms for rent. Development standards shall be as follows.

- (1) Maximum number of guests per day shall be ten.
- (2) Only breakfast shall be served, and the kitchen shall not be remodeled into a commercial kitchen.
- (3) Only one non-illuminated sign of four square feet may be erected on the property.
- (4) Parking shall be in conformance with §§ 154.080 through 154.083, Parking and Off-Street Loading Regulations.
- (5) Guests shall not stay longer than 15 consecutive days.
- (6) Facility shall be located in an existing structure and a structure cannot be built for this purpose.
- (7) Tandem parking is permitted, but the area shall be screened from adjacent uses.
- (8) The operator of the inn shall live on the premises or in adjacent premises.

BLOCK. Property abutting one side of a street and lying between the two nearest intersecting streets, crossing or terminating, or between the nearest street and railroad right-of-way, unsubdivided acreage, river or live stream, or between any of the foregoing and any other barrier to the continuity of development or corporate lines of the municipality.

BOARDING OR LODGING HOUSES. A building other than a hotel, not exceeding ten sleeping rooms, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals, are provided.

BUILDING. A structure designed, intended, or used for shelter, enclosure, or protection of persons, animals, chattels, or property.

BUILDING SERVICES. Building supply and services facilities, including facilities for plumbing and heating equipment, sheet metal shops, glass repair shops and similar uses.

BUSINESS, PROFESSIONAL AND ADMINISTRATIVE OFFICES. Uses that include but are not limited to corporate offices; insurance; real estate; law; engineering; architecture; management and consulting; accounting; bookkeeping and investment; data processing services; advertising, commercial art and public relations; news syndicates; travel agencies; personnel and employment services; and detective and protective services. Development standards for professional offices in R-3 District are as follows.

- (1) The building, including accessory buildings and uses, shall occupy no more than 25% of the lot area.
- (2) A new building shall not exceed two stories in height.

CANOPY. A multisided overhead structure or architectural projection, including the following types:

(1) **CANOPY (ATTACHED).** A canopy with a flat or low slope roof that is supported by attachments to a building on one or more sides and either cantilevered from such building or also supported by columns at additional points. A marquee.

(2) **CANOPY (DETACHED).** A canopy with a flat or low slope roof that is supported by columns, but not enclosed by walls.

CAR WASH. See **AUTOMOBILE WASHING FACILITIES**, as defined in this section.

CARRY-OUT. A place of business where food and beverages are purchased for consumption on or off the premises. These can include photo kiosks and freestanding automatic teller machines, but do not include drive-in windows.

CEMETERIES. Land used or intended to be used for the disposition of deceased persons and dedicated for cemetery purposes, including columbariums, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of a cemetery. Cemeteries may be allowed by special use permit subject to the following conditions.

EXHIBIT 'A'

(1) Cemeteries shall be permitted only if they are adjoining or an extension of existing cemeteries and if they have access to an arterial street.

(2) All structures shall be located no closer than 25 feet away from any property line.

CHILD DAY CARE CENTER. A place in which child day care is provided, with or without compensation, for 13 or more children at any one time; or any place that is not the permanent residence of the licensee or administrator in which child day care is provided, with or without compensation, for seven to 12 children at any one time. In counting children for the purposes of this definition, any children under six years of age who are related to a licensee, administrator, or employee and who are on the premises shall be counted. Development standards for a day care center in any approved business or industrial district shall be in compliance with the minimum standards as established by the State of Ohio. When said districts abut a residential district, the development shall be subject to the screening requirements described for the given district. Development standards in any approved residential district shall be as follows.

(1) Child day care centers for seven or more children shall have a minimum lot area of 500 square feet per child.

(2) There shall be provided a minimum of 100 square feet of fenced outdoor play area per child for the maximum number of children in the play area at any one time.

(3) Access, loading and unloading requirements shall be as follows.

(a) The Public Works Director may require an on-site drop-off area be provided sufficient to accommodate automobiles for facilities.

(b) The Public Works Director may require sites adjoin and have access from an arterial or collector street.

(4) All outdoor play areas shall be enclosed by a six-foot high wall, solid wood fence, or chain link fence planted with a continuous evergreen screening.

(5) Use of outdoor play areas shall be limited to between the hours of 8:00 a.m. and 8:00 p.m.

(6) When the child day care center is the principal use, the exterior appearance shall be similar to that of the eight most proximate residential structures on the same street in regard to height, bulk, width, setback landscaping, and off-street parking visible from the street.

(7) Child day care centers shall not include overnight accommodations.

CLINIC. See *MEDICAL OFFICES AND CLINICS* as defined in this section.

CLUB. A building or facility owned or operated by an organization of persons for special purposes or for the promulgation of sports, arts, sciences, literature, politics, or the like, but not operated for profit.

COMMERCIAL ENTERTAINMENT, OUTDOOR. These facilities include drive-in theaters, amusement parks, fairgrounds, golf driving ranges, miniature golf courses, race tracks, skating rinks and sports arenas.

COMMERCIAL RECREATION FACILITIES, INDOOR. Include skating rinks and tennis, racquetball and handball courts and health clubs operated for profit as distinguished from public indoor recreation facilities and community recreation centers.

COMMUNITY-ORIENTED RESIDENTIAL SOCIAL SERVICE FACILITY or GROUP HOME. A state licensed or authorized home for children or adults which is operated by the state or a political subdivision, or pursuant to a license issued by or to a contract with the state or a political subdivision. **COMMUNITY-ORIENTED RESIDENTIAL SOCIAL SERVICE FACILITIES** include agency group homes for children or adults; residential homes for children or adults; residential homes for children or adolescents 18 years of age or under, dependent or neglected, who have not been adjudged delinquent, and who for various reasons cannot reside with their natural family.

COMPREHENSIVE PLAN. The long-range growth and development plan, and any amendments and supplements thereto, for the city and its environs, as approved by the City Commission.

CONSTRUCTION TRADES AND CONTRACTOR OFFICES AND SHOPS. These activities include heavy construction, building, cement, electrical, heating and air conditioning, masonry, plumbing, painting and wallpapering, roofing, glazing, but does not include salvage materials or debris.

CONVALESCENT HOME. See *NURSING HOME* as defined in this section.

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CONVENIENCE STORE. Retail store that caters to the motoring public where the sale of food items such as hot or cold drinks, pre-packaged foods and tobacco, road maps, magazines and other publications, automotive maintenance items such as brake fluid, oil, polishes, anti-freeze and similar products and other retail items that may be readily purchased. A convenience store may also sell gasoline. This does not include drive-in or drive-through windows.

CORNER LOT. A lot abutting two or more streets at their intersection. See Exhibit B at the end of this section.

DAY CARE CENTER. See *CHILD DAY CARE CENTER* as defined in this section.

DEPTH OF LOT. An average horizontal distance between the front and rear lot lines. See Exhibit C at the end of this section.

DISTRICT. A portion of the incorporated area of the city within which certain regulations and requirements or various combinations thereof apply under the provisions of this chapter.

DORMITORIES, CONVENTS AND MONASTERIES. Buildings used as group living quarters for a student body or religious order or as an accessory use to a university, boarding school, orphanage, hospital, church or other similar institutional use.

DRIVEWAY. Private access to a premises, the use of which is limited to the persons residing, employed, or otherwise authorized to use or visit the parcel on which it is located and designed to serve.

DRIVE-IN. A business establishment so developed that its retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle, or within a building or structure on the same premises and devoted to the same purpose as the *DRIVE-IN* service.

DWELLING.

(1) Dwelling types shall be as follows.

(a) **MULTI-FAMILY DWELLING.** A building, or a portion thereof, designed exclusively for occupancy by three or more families independently of each other.

(b) **ONE-FAMILY ATTACHED DWELLING (ROW OR TOWNHOUSES).** One of two or more single-family residential dwellings having a common wall separating dwelling units. The building may also include an attached garage.

(c) **ONE-FAMILY DETACHED DWELLING.** A building designed exclusively for and occupied exclusively by one family.

(d) **TWO-FAMILY DWELLING.** A building designed exclusively for occupancy by two families living independently of each other.

(2) Development standards for dwellings in the B Business District and the CBD Central Business District shall be as follows.

(a) Dwellings may be permitted on the first story of a building.

(b) A portion of the first story shall be used for a non-dwelling use permitted in the district.

(c) The non-dwelling use shall not be accessory to the residential use or be a parking lot or garage.

(d) Parking requirements shall be the same as those for multi-family dwellings, except in the CBD Central Business District all or part of the parking requirements may be provided on a separate and non-adjoining lot determined by the Planning Commission to be suitable therefor and convenient thereto. Parking requirements shall not be considered provided unless they are readily available without charge to the residents of the dwelling.

(e) Prior to the granting of a special use permit, an inspection of the dwelling unit and the structure within which it is to be located shall be made by qualified personnel to determine that the dwelling unit and structure conform to all applicable fire and safety codes.

(3) Height and area requirements shall be as follows.

(a) Minimum lot area: 2,000 square feet per unit.

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- (b) Minimum lot frontage: None.
- (c) Minimum front yard setback: None, except abutting or across the street from a Residential District, then same as Residential District front yard setback.
- (d) Minimum side yard setback: 10 feet of abutting Residential District.
- (e) Minimum rear yard setback: Less of 30 feet or 20% of lot depth.
- (f) Maximum height: 35 feet.

DWELLING UNIT. A building, or a portion thereof, designed for occupancy of one family for residential purposes and having living, cooking, sleeping and sanitation facilities.

ELDERLY HOUSING FACILITIES. Residential developments specially designed to house retired and elderly persons, and which may include a mixture of living options, including apartments, group quarters and nursing care facilities.

ELEMENTARY, JUNIOR HIGH AND HIGH SCHOOLS. Public, private and/or religious schools including grades K through 12. Development standards shall be as follows.

- (1) Parking shall be in conformance with §§ 154.080 through 154.083, Parking and Off-Street Loading Regulations.
- (2) Access shall be provided by an arterial or collector street.
- (3) Side yard requirements shall be 20 feet.
- (4) An educational institution shall have a minimum lot area of 20,000 square feet.

EMPLOYEE. A person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage or other compensation by the operator of said business, or any form of remuneration, tips of any kind or gratuities from the operator or customers of said business.

ERECTED. Includes the terms built or constructed, altered, or reconstructed. **ERECTED** also includes the moving of a building or structure onto a lot or any physical operations on the premises which are required for construction. Excavation, fill drainage, and the like shall be considered an operation of erection.

ESSENTIAL SERVICES. The erection, construction, alteration, or maintenance by public utilities or municipal departments of underground, surface, or overhead gas, electrical, telephone, telegraph, steam, fuel, or water transmission or distribution systems, collection, communication, supply, or disposal systems, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants and similar accessories in connection therewith, but not including buildings which are necessary for the furnishing of adequate service by the utilities or municipal departments for the general health, safety, or welfare. **ESSENTIAL SERVICES** shall be allowed in the district insofar as permitted, authorized, or regulated by law or other ordinance. Buildings required in conjunction with an **ESSENTIAL SERVICE** may be permitted in the district when approved by the Planning Commission. In granting this permission the Planning Commission shall take into consideration the location, size, use, and effect the building will have on adjacent land and buildings.

ESTABLISHED includes any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any of the sexually oriented businesses defined in this chapter;
- (3) The addition of any of the sexually oriented businesses defined in this chapter to any other existing sexually oriented business; or
- (4) The relocation of any such sexually oriented business.

FACADE. See **BUILDING ELEVATION**.

FAMILY. An individual or group of two or more persons related by blood, marriage or adoption, together with foster children and servants of the principal occupants, with not more than one additional unrelated person who are domiciled together as a single

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domestic housekeeping unit in a dwelling unit; or a collective number of individuals domiciled together in one dwelling unit, whose relationship is of a continuing non-transient domestic character, and who are cooking and living as a single nonprofit housekeeping unit. This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization, or group of students or other individuals whose domestic relationship is of a transitory or seasonal nature, or for an anticipated limited duration of a school term or terms, or other similar determinable period.

FENCE. Any structure, other than part of a building, of sufficient strength and dimension to prevent straying from within or intrusion from without.

FINANCIAL ESTABLISHMENTS. These facilities include banks, savings and loan associations, credit unions, finance companies, loan offices and safe deposit companies.

FLOODPLAIN. Those lands designated by the U.S. Department of Housing and Urban Development and Miami Conservancy District which are subject to a 1% or greater chance of flooding in any given year.

FLOOR AREA. For the purpose of computing parking, that area used for or intended for the sale of merchandise or services, or the use to serve patrons, clients, or customers. Floor area which is used or intended to be used principally for the storage of processing of merchandise, such as hallways, stairways, and elevator shafts, or for utilities or sanitary facilities shall be excluded from this computation of **FLOOR AREA**. Measurements of usable **FLOOR AREA** shall be the sum of the horizontal areas of the several floors or the building measured from the interior faces of exterior walls.

FLOOR AREA, GROSS. See **GROSS FLOOR AREA** as defined in this section.

FRATERNAL AND SOCIAL ASSOCIATION FACILITY. A meeting place for people formally organized for a common interest, usually public service, cultural, religious or entertainment, with regular meetings, rituals and formal, written membership requirements, and where food and alcohol may be served.

FRONT LOT LINE. See **LOT LINE** as defined in this section.

FRONT SETBACK LINE. A line formed by the face of the building. For the purposes of this chapter, a **FRONT SETBACK LINE** is the same as a building line. See Exhibit C at the end of this section.

FRONT YARD. See **YARD** as defined in this section.

FUNERAL HOME. A building or part thereof used for human funeral services. The building may contain space and facilities for embalming, refrigeration, cremation, and the performance of other services used in preparation of the dead for burial; the performance of autopsies and other surgical procedures; the storage of caskets, funeral urns, and other related funeral supplies; and the storage of funeral vehicles. Where a funeral home is permitted, a funeral chapel shall also be permitted.

GARAGE, PRIVATE. An accessory building or portion of a main building with a connecting driveway providing access to or from a street or alley improvement, designed or used for the storage or minor repair or maintenance of motor driven vehicles, boats, and similar vehicles or other personal property owned by, licensed to, or used by the owner of the lot or the occupants of the building to which it is accessory. ~~The maximum size for a private garage shall be 24 feet by 30 feet in R-1, R-1A and R-1AA districts.~~

GARAGE SALE, YARD SALE, AND PORCH SALE. A temporary accessory use of a lot or premises for the sale of new or used goods and/or secondhand materials.

GARAGE, SERVICE. Any premises used for the storage or care of motor-driven vehicles, or where any vehicles are equipped for operation, repaired, or kept for remuneration, hire, or sale.

GAS STATION. See **AUTO SERVICE STATION** as defined in this section.

GENERAL MERCHANDISE STORES. These facilities include department stores, variety stores, discount stores, grocery stores and drug stores.

GRADE or GROUND LEVEL. The average of the finished **GROUND LEVEL** at the center of all walls of a building. In case walls are parallel to and within five feet of a sidewalk, the above **GROUND LEVEL** shall be measured at the sidewalk, unless otherwise defined herein.

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GROSS FLOOR AREA. The sum of the gross horizontal areas of all the several floors of a building or buildings, including interior balconies and mezzanines. All horizontal measurements are to be made between the exterior faces of walls including the walls of roofed porches having more than one wall. The **GROSS FLOOR AREA** of a building shall include the floor area of accessory buildings, on the same lot, measured the same way.

GROUP HOME. See **COMMUNITY-ORIENTED RESIDENTIAL SOCIAL SERVICE FACILITY** or **GROUP HOME** as defined in this section.

HEAVY EQUIPMENT RENTAL, SALES, SERVICE AND STORAGE. These facilities include rental, sales, service and storage of semi-tractor trailers, agricultural equipment, and construction equipment.

HEAVY INDUSTRY. A use engaged in the basic processing of and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes that produce commonly recognized offensive conditions.

HOME FURNISHINGS, HOME IMPROVEMENTS AND MISCELLANEOUS MATERIALS AND EQUIPMENT STORES. These facilities include appliance and appliance sales and repair stores; auto accessory stores with no on-premises installation; bicycle shops; business machine shops; carpeting and floor covering stores; curtain and drapery stores; fabric stores; furniture stores; hardware stores; lawnmower and snow blower sales; music, record and musical instrument; paint, glass and wallpaper stores; sporting goods stores; stereo, radio and television stores. This category does not include lumberyards or building materials sales.

HOME OCCUPATION. A lawful activity carried out for gain by a resident conducted as an accessory use in the resident's dwelling provided the development standards are adhered to as follows.

- (1) No person other than members of the family residing on the premises shall be engaged in the occupation.
- (2) The use of the dwelling unit for the **HOME OCCUPATION** shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25% of the floor area of the dwelling unit shall be used in the conduct of the **HOME OCCUPATION**.
- (3) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation other than one sign, not exceeding one foot in area, non-illuminated and mounted flat against the wall of the principal building.
- (4) There shall be no alteration or construction except that which is customarily found in a dwelling.
- (5) There shall be no home occupation conducted in any accessory building.
- (6) No traffic shall be generated by a home occupation in greater volumes than would normally be expected in a residential neighborhood.
- (7) No equipment or process shall be used in a home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence, or outside the dwelling if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.

HOSPITAL. An institution licensed by the State Department of Health and providing health services primarily for in-patient medical or surgical care of the sick or injured, and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities and staff offices which are an integral part of the facility, provided the institution is operated by, or treatment is given under direct supervision of a licensed physician. Development standards shall be as follows.

- (1) Parking requirements in addition to those stated in §§ 154.080 through 154.083, Parking and Off-Street Loading Regulations, may be imposed. Traffic may be required to discharge onto an arterial or collector street.
- (2) Whenever a facility abuts a Residential District, the yard requirements shall be ten feet greater than those of the abutting Residential District, plus an additional one foot for each foot of building height over 20 feet.
- (3) Buildings shall not occupy over 35% of the total land area upon which they are located.

HOTEL. A building occupied as the temporary abode of individuals who are lodged with or without meals, in which there are ten or more sleeping rooms, and which shall have no provision made for cooking in any individual room or apartment. A **HOTEL** may include a restaurant or cocktail lounge, public banquet halls, ballrooms, meeting rooms, or other commercial uses.

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INDEPENDENT CONTRACTOR. A person who contracts with a sexually oriented business establishment to provide services on behalf of the sexually oriented business to the patrons of such business whether or not the individual receives any remuneration, gratuity or tips of any kind, or pays the owner or operator for the right to perform or entertain in the sexually oriented business. The intention of this definition is to exclude those persons who are not employees and who are not reasonably expected to have contact with customers or patrons of the sexually oriented business, including, but not limited to, persons on the premises of a sexually oriented business performing repair or maintenance services or delivering goods to the premises of a sexually oriented business.

INDUSTRIAL CRAFT SHOPS. These facilities include carpentry, cabinet making and furniture making, refinishing and upholstering.

INTERIOR LOT. Any lot other than a corner lot. See Exhibit B at the end of this section.

JUNK YARD or SALVAGE YARD. An open area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packaged, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles. A **JUNK YARD** includes automobile wrecking yards and includes any area of more than 200 square feet for storage, keeping, or abandonment of junk, but does not include uses established entirely within enclosed buildings. An open area containing two or more inoperative or unlicensed vehicles shall be construed to be a **JUNK YARD**.

KENNEL. Any lot or premises used for the sale, boarding, or breeding of dogs, cats, or other household pets. **KENNEL** shall also mean the keeping on or in any lot or building of three or more dogs, cats, or other household pets which are over the age of six months.

LANDSCAPING. The design and arrangement of natural scenery, including trees, flowers, shrubs, and grass, or of non-living materials or objects, over a tract of land, taking into account the use to which the land is to be put.

LAUNDRIES AND DRY CLEANING PLANTS. A building or premises that serves more than one laundry and/or dry cleaning outlet, including linen supply and diaper services.

LIBRARY. A public or private repository for literary and artistic materials, such as books, periodicals, newspapers, pamphlets, and prints, kept for reading or reference. Development standards shall be as follows.

- (1) Parking shall be in conformance with §§ 154.080 through 154.083, Parking and Off-Street Loading Regulations.
- (2) Access shall be provided by an arterial or collector street.
- (3) Side yard requirements shall be 20 feet.
- (4) The minimum lot area shall be 20,000 square feet.

LIGHT MANUFACTURING. A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of those products, but excluding basic industrial processing.

LOADING SPACE. An off-street space on the same lot with a building or group of buildings, used for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

LOT. A parcel of land, occupied or to be occupied by a main building or a group of buildings and accessory buildings, or utilized for the principal use and uses accessory thereto, together with any open spaces as are required under provisions of this chapter. Every **LOT** shall abut upon and have permanent access to a public street.

- (1) **CORNER LOT.** A lot abutting two or more streets at their intersection. See Exhibit B at the end of this section.
- (2) **INTERIOR LOT.** Any lot other than a corner lot. See Exhibit B at the end of this section.
- (3) **THROUGH LOT.** An interior lot having a frontage on two non-intersecting streets, as distinguished from a corner lot. See Exhibit B at the end of this section.

LOT AREA. The total horizontal area within the lot lines of the lot.

LOT COVERAGE. The part or percentage of the lot occupied by buildings, including accessory buildings.

LOT DEPTH. The average horizontal distance between the front and rear lot lines.

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LOT LINE. Shall be as follows:

(1) *FRONT LOT LINE.* In the case of an interior lot, that line separating the lot from the street. In the case of a corner lot or through lot, that line separating the lot from either street. **In the case of a lot with alley frontage and no street frontage, that line separating the lot from the alley.** See Exhibit C at the end of this section.

(2) *REAR LOT LINE.* That lot line opposite the front lot line. In the case of a lot pointed at the rear, the *REAR LOT LINE* shall be an imaginary line parallel to the front lot line, not less than ten feet long, lying furthest from the front lot line and wholly within the lot. In the case of a corner lot, the *REAR LOT LINE* is established based upon the orientation of the house. See Exhibit C at the end of this section.

(3) *SIDE LOT LINE.* Any lot line other than the front lot line or rear lot line. A *SIDE LOT LINE* separating a lot from a street is a side street lot line. A *SIDE LOT LINE* separating a lot from another lot or lots is an interior *SIDE LOT LINE*. See Exhibit C at the end of this section.

LOT OF RECORD. A parcel of land, the dimensions of which are shown on a document or map on file with the County Recorder or in common use by city or county officials, and which actually exists as so shown, or any part of that parcel held in a record ownership separate from that of the remainder thereof.

LOT WIDTH, AVERAGE. The width determined by dividing the total lot area by the depth of the lot from the street right-of-way line to the furthest rear lot line. If the rear lot line and right-of-way lines are not parallel, an average depth dimension shall be used.

LUMBERYARDS and BUILDING MATERIALS SALE AND STORAGE. Buildings or premises used for the storage and sale of lumber and building materials.

MEDICAL OFFICES AND CLINICS. Include the offices of physicians, dentists and other health practitioners and medical and dental laboratories. Establishments primarily engaged in out-patient care with permanent facilities and with medical staff to provide diagnosis and/or treatment for patients who are ambulatory and do not require in-patient care.

MEMBERSHIP SPORTS AND RECREATION USES. Country clubs and neighborhood swim clubs, but not including health spas, fraternal associations, or commercial recreation facilities as specified elsewhere. Development standards shall be as follows.

- (1) The principal recreational building or use is a minimum of 200 feet from any land in residential use.
- (2) The recreational use shall have a minimum lot area of one acre.
- (3) The recreational use shall be used only for the enjoyment of members and their families and guests of members of the association or club under whose ownership or jurisdiction the facility is operated.
- (4) Accessory facilities such as snack bars, restaurants and bars may be permitted only if they occupy integral parts of the principal building, and there is no display of goods or advertising visible, off the premises.
- (5) Loudspeakers, public address systems and electric amplifiers may be permitted in recreation areas only if their use is solely for the members of the facility and does not create a public nuisance for nearby persons or properties.
- (6) Any outdoor pool area, including the area used by bathers, shall be walled or fenced with a security fence or wall at least six feet in height and maintained in good condition to prevent uncontrolled access by children.
- (7) Exterior lighting shall be shaded whenever necessary to avoid casting direct light upon any adjacent property or upon any adjacent public street.

- (8) Access to the recreation use shall be only from an arterial or collector street.

MEZZANINE. An intermediate floor in any story occupying not more than two-thirds of the floor area of the story.

MINI-WAREHOUSE. See *SELF-SERVICE STORAGE FACILITY* as defined in this section.

MOBILE HOME. Any detached single-family living quarters to be located on foundation supports, designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities, including major appliances and furniture, with plumbing and electrical connections provided for attachment to outside systems, and designed to be transported after fabrication on its own wheels, or detachable wheels.

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MOBILE HOME COURT. Any plot of ground upon which two or more trailer coaches or mobile homes occupied for dwelling or sleeping purposes may be located. Development standards shall be as follows.

- (1) The mobile home court shall have a minimum site area of five acres.
- (2) The average area per mobile home space within the court shall not be less than the lot area per dwelling unit in the district in which the mobile home court is located.
- (3) No mobile home shall be located closer than 50 feet to any exterior lot line, except when the mobile home is adjacent to another mobile home court. A distance of 25 feet shall be maintained between mobile home and buildings, in all horizontal directions.
- (4) A detailed landscaping and screening plan shall be approved by the Planning Commission.

MOTEL. A building or group of buildings for the accommodation of transient guests, chiefly motorists, containing guest rooms for rent. It may include all facilities specified under the definition of hotel.

MULTI-FAMILY DWELLING. A building, or a portion thereof, designed exclusively for occupancy by three or more families independently of each other.

NEIGHBORHOOD BUSINESS. These facilities include barber and beauty shops, pharmacies, grocery stores, bakeries, specialty food stores, laundry and dry cleaning pick-up service and self-service washing and dry-cleaning facilities, florists and bait and tackle shops. Neighborhood businesses may be permitted only in the R-1, R-2, and R-3 Residential Districts upon issuance of a special use permit. Development standards shall be as follows.

- (1) No structure or use qualifying as a neighborhood business may exceed 3,000 square feet of gross floor area.
- (2) Hours of business operation shall be between the hours of 7:00 a.m. and 10:00 p.m.
- (3) The maximum number of employees during business hours may not exceed five employees.
- (4) Minimum lot area shall be 5,000 square feet.
- (5) Minimum lot frontage shall be 50 feet.
- (6) Minimum front yard setback shall be 25 feet.
- (7) Minimum side yard setback shall be 10 feet if abutting a residential district.
- (8) Minimum rear yard setback shall be the less of 30 feet or 20% of lot depth if abutting a Residential District.
- (9) Maximum height shall be 35 feet.
- (10) A plot plan shall be submitted indicating the location and type of screening to be used.
- (11) A finding shall be made that the proposed screening will do the following.
 - (a) Provide a visual barrier of no less than six feet in height to partially or completely block out the view of unattractive structures or activities.
 - (b) Provide an acoustic screen, of no less than 15 feet, of dense plantings or a solid masonry wall in combination with decorative plantings, to aid in absorbing and deflecting noise.
 - (c) Provide for the containment of litter and debris.
- (12) Screening may be one or more of the following or other similar materials.
 - (a) A solid masonry wall.
 - (b) A solidly constructed decorative fence.

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- (c) Louvered fence.
- (d) Dense evergreen plantings.
- (e) Deciduous trees and shrubs.

NIGHTCLUB. See *BARS, TAVERNS AND NIGHTCLUBS* as defined in this section.

NONCONFORMING USE. The use of any dwelling, building, structure, lot, land, or premises, or part thereof, which was existing and lawful immediately prior to the effective date of this chapter and which does not conform with the provisions of this chapter, except as set forth in §§ 154.060 through 154.066.

NONSTANDARD USE. Those lots with physical characteristics which existed immediately prior to the effective date of this chapter which fail to comply with minimum lot requirements for the area, density, width, front yard, side yard, rear yard, height, unobstructed open space, or parking for the district in which they are located, even though the use of the premises conforms with this chapter.

NUDE, NUDITY or STATE OF NUDITY. A live person exhibiting: (1) the anus, male genitals, female genitals, or the areola or nipple of the female breast; or (2) a state of dress which fails to opaquely and fully cover the anus, male or female genitals, pubic region or areola or nipple of the female breast.

NURSERIES and GARDEN SUPPLY STORES. A space, including accessory building or structure, for the growing and storage of live trees, shrubs, or plant materials offered for retail sale on the premises, including products used for gardening or landscaping.

NURSING HOME. An establishment which specializes in providing necessary health and related services to those unable to care for themselves. Development standards shall be as follows.

(1) Parking requirements in addition to those stated in §§ 154.080 through 154.083, Parking and Off-street Loading Regulations, may be imposed. Traffic may be required to discharge onto an arterial or collector street.

(2) Whenever a facility abuts a residential district, the yard requirements shall be ten feet greater than those of the abutting residential district, plus an additional one foot for each foot of building height over 20 feet.

(3) Buildings shall not occupy over 35% of the total land area upon which they are located.

OFF-STREET PARKING. The provision of parking facilities for a specified use, to be provided on the same lot or lots as the use they are intended to serve, and not on any public street or public right-of-way.

OFFICES OF BUSINESS AND PROFESSIONAL ASSOCIATIONS. These uses include labor unions and civic, political, religious and social service organizations, but not including social and fraternal associations.

ONE-FAMILY DWELLING. A building designed exclusively for and occupied exclusively by one family.

OPEN SPACE. That part of a lot, including courts or yards, which is open and unobstructed by structures from its lowest level to the sky, accessible to all tenants upon the lot.

PARAPET. The extension of the building facade above the line of the structural roof.

PARKING LOT. An area providing vehicular parking spaces along with adequate drives and aisles for maneuvering, so as to provide access for entrance and exit for the parking of more than five vehicles.

PARKING SPACE. A minimum area as defined in § 154.081(O), other than on a street or alley, exclusive of drives, aisles, or entrances giving access thereto, and fully accessible for the storage of parking of one motor vehicle.

PERSONAL SERVICES. Services of a personal nature, including beauty and barber shops and massage therapy; individual laundry and dry-cleaning establishments; laundromats; photo studios and photo finishing; shoe repair; tailoring; watch, clock and jewelry repair; clothing rental; and other services performed for persons or their apparel.

PET SHOPS. Any building or structure used for the sale, other than casual sale, of domestic pets and pet supplies.

PLACES OF WORSHIP. Establishments of recognized religious organizations operated for worship or for promotion of religious activities. Development standards shall be as follows.

EXHIBIT 'A'

- (1) Parking shall be in conformance with §§ 154.080 through 154.083, Parking and Off-Street Loading Regulations.
- (2) Access is provided by primary collector streets.
- (3) Side yard requirements shall be 20 feet.
- (4) The minimum lot area shall be one acre.

PLANNED UNIT DEVELOPMENT. Land under unified control, planned and developed as a whole according to comprehensive and detailed plans, including streets, utilities, lots, or building sites, site plans and design principles for all buildings intended to be located, constructed, used and related to each other, and for other uses and improvements on the land as related to buildings. Development may be a single operation or a definitely programmed series of development operations, including all lands and buildings, with a program for provision, operation, and maintenance of the areas, improvements, and facilities necessary for common use by the occupants of the development. Further provisions are as set forth in §§ 154.040 through 154.047, Planned Unit Development.

PLANNING COMMISSION. The Planning Commission of the city.

POOL, SWIMMING. See **SWIMMING POOL** as defined in this section.

PREEXISTING USE. An existing use of the type listed as a special use in the zoning district that was lawfully established on the effective date of this chapter, without the prior issuance of a special use permit, as set forth in § 154.140(C).

PRINCIPAL USE. The primary or predominant use of any land or improvement on it.

PRIVATE CLUBS. Private, civic, cultural, educational, labor, professional, and trade membership organizations, fraternities, sororities, and lodges, except those the primary activity of which is a service customarily carried on as a business.

PRIVATE SCHOOLS. Private schools, including but not limited to business or commercial schools, dance or music academies, kindergarten, nursery, play and special schools, when not otherwise permitted, may be allowed by the issuance of a special use permit.

PROFESSIONAL OFFICES. See **BUSINESS, PROFESSIONAL AND ADMINISTRATIVE OFFICES** as defined in this section.

PUBLIC OFFICES and PUBLIC BUILDINGS. Establishments housing activities of local, county, regional, state or federal government agencies, but not including public service garages.

PUBLIC PARK. A public land which has been designated for park or recreational activities including, but not limited to, a park, playground, swimming pool, reservoir, athletic field, basketball or tennis courts, open space, wilderness areas, or similar public land within the city which is under the control, operation, or management of any governmental entity.

PUBLIC RECREATION FACILITIES. Parks, playgrounds, golf courses, sports arenas, gymnasiums, swimming pools, skating rinks, tennis, racquetball and handball courts, senior citizen and youth centers, arboretums, hiking and jogging trails, ice skating rinks, nature areas, picnic areas, out lots, and wildlife sanctuaries, but not including commercial recreation and entertainment facilities listed elsewhere in this chapter.

PUBLIC SERVICE YARDS AND GARAGE. Premises used for the storage, service and repair of publicly-owned vehicle fleets.

PUBLIC UTILITIES. Publicly-owned or leased buildings, public utility buildings, telephone exchanges, and transformer stations may be allowed upon issuance of a special use permit.

REAR LOT LINE. See **LOT LINE** as defined in this section.

REAR YARD. See **YARD** as defined in this section.

RECONSTRUCTED. Any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as altered.

RECREATION VEHICLE. Includes travel trailers, campers, camp car, truck campers, boats, and boat trailers.

EXHIBIT 'A'

RESIDENTIAL DISTRICT OR USE. Any zoning district set forth in Chapter 154 that contains the word "residential" in its title, or any individual residential dwelling located within the city.

RESTAURANT, FAST FOOD. An establishment whose principal business is the sale of food and/or beverages in a ready-to-consume state for consumption within the restaurant building, with a motor vehicle parked on the premises, or off the premises, as a carry-out order, and whose principal method of operation includes food and/or beverages usually served in edible containers or in paper, plastic or other disposable containers.

RESTAURANT, STANDARD. An establishment whose primary business is serving food and beverages to patrons for consumption inside the building.

ROOMING HOUSE. A building other than a hotel, not exceeding ten sleeping rooms, where, for compensation and by pre-arrangement for definite periods, meals or lodging and meals, are provided for three or more persons.

SALVAGE YARD. See **JUNK YARD** or **SALVAGE YARD** as defined in this section.

SCREENING. The placement of landscaping or fencing on a lot in a manner to reduce any negative effects resulting from the location of two or more dissimilar uses next to one another.

SELF-SERVICE STORAGE FACILITY. A building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers goods or materials, the gross floor area of each unit not to exceed 500 square feet.

SERVICE GARAGE. Any premises used for the storage or care of motor-driven vehicles, or where any vehicles are equipped for operation, repaired, or kept for remuneration, hire, or sale.

SERVICE STATION. See **AUTO SERVICE STATION** as defined in this section.

SETBACK. The minimum required distance between the property line and the structure line.

SEXUALLY ORIENTED BUSINESSES. Those businesses defined as follows:

(1) **ADULT ARCADE.** An establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, or other visual representations, for viewing by five or fewer persons each, are regularly used to show films, motion pictures, video cassettes, digital video discs, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(2) **ADULT BOOKSTORE, ADULT NOVELTY STORE or ADULT VIDEO STORE.** A commercial establishment which has as a significant or substantial (such as 50% or more) portion of its stock-in-trade or derives a significant or substantial (such as 50% or more) portion of revenues or devotes a significant or substantial (such as 50% or more) portion of its interior business or advertising to the sale or rental for any form of consideration, of any one or more of the following:

(a) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, digital video discs, or other visual representations which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas;"

(b) Instruments, devices, or paraphernalia which are designed for use or marketed primarily for stimulation of human genital organs or for sadomasochistic use or abuse of themselves or others.

An establishment may have other principal business purposes that do not involve the offering for sale, rental or viewing of materials depicting or describing "specified sexual activities" or "specified anatomical areas," and still be categorized as an adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store or adult video store so long as the definition above is met.

(3) **ADULT CABARET.** A nightclub, bar, restaurant, private club, bottle club, juice bar or similar commercial establishment, whether or not alcoholic beverages are served, which regularly features: (a) persons who appear nude or semi-nude or in a state of nudity or semi-nudity; (b) live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities;" or, (c) films, motion pictures, video cassettes, digital video discs, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas." "Private club" means an establishment where patrons may bring in their own bottle or other container of alcohol (including beer, wine or liquor) and purchase a mixture for the same or use of a glass from the club or business.

EXHIBIT 'A'

(4) *ADULT MOTEL*. A motel, hotel or similar commercial establishment which offers public accommodation, for any form of consideration, which provides patrons with closed-circuit television transmissions, films, motion pictures with closed-circuit television transmissions, films, motion pictures, video cassettes, digital video discs, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television.

(5) *ADULT MOTION PICTURE THEATER*. A commercial establishment where films, motion pictures, video cassettes, digital video discs, slides or similar photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" are regularly shown for any form of consideration.

(6) *ADULT THEATER*. A theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features persons who appear in a state of nudity or semi-nudity or live performances which are characterized by exposure of "specified anatomical areas" or by "specified sexual activities" which is not customarily open to the general public during such features because it excludes minors by reason of age.

(7) *ESCORT AGENCY*. A person or business association that furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration. "Escort" means a person who, for any form of consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person or to privately appear in the state of nudity or semi-nudity for another person.

(8) *MASSAGE PARLOR*. Any place where, for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment or manipulation of the human body which occurs as a part of or in connection with "specified sexual activities" is offered, or where any person providing such treatment, manipulation, or service related thereto, exposes his or her "specified anatomical areas." The definition of sexually oriented businesses shall not include the practice of massage in any licensed hospital, nor by a licensed hospital, nor by a licensed physician, surgeon, chiropractor or osteopath, nor by any nurse or technician working under the supervision of a licensed physician, surgeon, chiropractor or osteopath, nor by trainers for any amateur, semiprofessional or professional athlete or athletic team or school athletic program, nor barber shops or beauty salons in which massages are administered only to the scalp, the face, the neck or the shoulder, nor by any other individual licensed by the state to perform massages.

(9) *SEMI-NUDE MODEL STUDIO*. Any place where a person regularly appears in a state of nudity or semi-nudity or displays "specified anatomical areas" for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. Reference above to nudity should not be construed or interpreted to permit nudity or a state of nudity in a SEMI-NUDE MODEL STUDIO. SEMI-NUDE MODEL STUDIO shall not include any school, college, or university licensed by the state.

(10) *SEXUAL ENCOUNTER ESTABLISHMENT*. A business or commercial establishment, that as one of its principal business purposes, offers for any form of consideration: (1) a place where two or more persons may congregate, associate, or consort for the purpose of "specified sexual activities" or the exposure of "specified anatomical areas;" or (2) activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity. The definition of sexually oriented businesses shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized sexual therapy.

SIDE LOT LINE. See *LOT LINE* as defined in this section.

SIDE YARD. See *YARD* as defined in this section.

SIGN. See § 154.096.

SIMULATED. To assume the mere appearance of something, without the reality; to imitate or pretend.

SINGLE-FAMILY DWELLING. See *ONE-FAMILY DWELLING* as defined in this section.

SPECIAL USE. A use that, owing to some special characteristics attendant to its operation or installation, is permitted in a district subject to approval by the Planning Commission, and subject to special requirements, different from those usual requirements for the district in which the special use may be located. Further set forth in § 154.140, Special Use Permits.

SPECIALTY FOOD STORES. These include stores specializing in a specific type or class of food, including but not limited to bakeries; candy, nut and cheese shops; confectionery stores; coffee and tea shops; dairy and ice cream stores; delicatessens; fruit and vegetable stores; international food stores; liquor stores; meat and fish markets; and wine shops. These uses do not include restaurants or carry-outs or convenience food stores.

EXHIBIT 'A'

SPECIALTY RETAIL COMMERCIAL ESTABLISHMENTS and *BOUTIQUES*. These include antique stores; apparel stores; art galleries; art supplies; book and magazine stores; card and stationery shops; cosmetics stores; craft and hobby shops; camera and photo supply stores; florists; gift shops; interior decorating accessories; leather goods stores; jewelry stores; kitchen, bath and bedroom accessory stores; office supply stores; picture framing shops; tobacco shops and toy stores. These uses do not include stores with drive-in or drive-through facilities or general merchandise stores.

SPECIFIED ANATOMICAL AREAS. Includes any of the following:

- (1) Less than completely and opaquely covered human genitals, pubic region, anus, or areolas or nipple of female breasts;
- or
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES. Includes any of the following:

- (1) The fondling or other intentional touching of human genitals, pubic region, anus, or female breast;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- (3) Masturbation, actual or simulated;
- (4) Human genitals in a state of sexual stimulations, arousal or tumescence; or
- (5) Excretory functions as part of or in connection with any of the following activities set forth in subsections (1) through (4).

STORY. That part of a building, except a mezzanine, included between the surface of one floor and the surface of the next floor, or if there is no floor above, then the ceiling next above. If the floor level directly above a basement is more than six feet above grade, the basement shall be considered a story.

STORY, HALF. An uppermost story lying under a sloping roof, having an area of at least 190 square feet with a clear height of seven feet, six inches. For the purposes of this chapter, the usable floor area is only that area having at least four feet clear height between floor and ceiling

STREET. A public thoroughfare which affords the principal means of access to abutting property.

STRUCTURE. Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

STRUCTURE ELEVATION. The entire side of a structure, from ground level to the roofline, as viewed perpendicular to that side of the structure.

STRUCTURE FACE. That portion of the exterior surface of a structure on a common plane.

STRUCTURE HEIGHT. The vertical dimension measured from the average grade to the highest point of the structure, **or in the case of a building, the mid-point of the roof system (See § 154.005 Exhibit A)**. The height of a stepped or terraced structure shall be the maximum height of any segment of the structure.

STRUCTURE LINE. The perimeter of that portion of a structure nearest a property line, but excluding open steps, terraces, cornices, and other ornamental feature projecting from the structure face of the structure.

STRUCTURE WIDTH. The dimension measured along an exterior structure elevation, or structure face, from the outermost exterior surfaces that are opposite and parallel to one another, and perpendicular to the structure face being measured.

SWIMMING POOL. A structure constructed or placed below ground or above ground, which contains water in excess of 24 inches of depth and is suitable or utilized for swimming or wading.

TAVERN. See *BARS, TAVERNS AND NIGHTCLUBS* as defined in this section.

EXHIBIT 'A'

TEMPORARY USE OF BUILDING. The temporary use of land or a building permitted by the building inspector during periods of construction, or for special events, as set forth in § 154.126.

TENT. Any structure used for living or sleeping purposes, or for sheltering a public gathering constructed wholly or in part from canvas, tarpaulin, or other similar materials and which shall include shelter provided for circuses, carnivals, side shows, revival meetings, camp meetings, and all similar meetings or exhibitions in temporary structures.

THOROUGHFARE. An arterial street which is intended to serve as a large volume trafficway for both the immediate city area and the region beyond, and which may be designated as a major thoroughfare, parkway, freeway, expressway, or equivalent term in order to identify those streets comprising the basic structure of the street plan. Any street with a width, existing or proposed, of 80 feet, shall be considered a major thoroughfare.

THOROUGHFARE PLAN. That part of the comprehensive plan of the city which includes the major highway and street plan for the city, including any amendments or supplements thereto.

THROUGH LOT. An interior lot having a frontage on two non-intersecting streets, as distinguished from a corner lot. See Exhibit B at the end of this section.

TOWNHOUSE. One of a group or row of no less than three single-family dwellings having common walls and built as a single structure.

TRAILER PARK. See *MOBILE HOME COURT* as defined in this section.

TRANSPORTATION TERMINALS. Trucking and motor freight terminals, express and hauling establishments, rail terminals, landing strips and heliports.

TWO-FAMILY DWELLING. A building designed exclusively for occupancy by two families living independently of each other.

USE. The purpose for which land or a building is arranged, designed, or intended, or for which land or a building is or may be occupied.

USE, CATEGORIES. The heading under which a particular principal use, special use, or nonconforming use type is listed within this chapter, said use categories including the following:

- (1) Agricultural uses.
- (2) Residential uses.
- (3) Institutional and public recreation uses.
- (4) Business and professional office uses.
- (5) Retail commercial and service uses.
- (6) Road service and commercial entertainment uses.
- (7) Light industrial uses.
- (8) Heavy industrial uses.
- (9) Transportation and utility uses.
- (10) Other uses.

USE, CHANGE OF. The conversion of an existing principal use, accessory use or special use to a use in a different use category, or when the change necessitates improvements to the structure or premises to support the intended use in accordance with the provisions set forth in Chapter 150 (Building Regulations) and Chapter 154 (Zoning).

VARIANCE. The relaxation of strict and literal enforcement of any of the provisions of this chapter to allow the reasonable use of property and land, provided the use is in the best public interest and does not jeopardize the general health, safety, and welfare of the city, as set forth in § 154.142(D)(2).

EXHIBIT 'A'

VEHICLE SALES, RENTAL AND SERVICE. The sales, service and rental of new and used cars, trucks, trailers, motorcycles, mobile homes, recreational vehicles, snowmobiles and boats. This does not include semi-tractor trailers, farm equipment and construction equipment.

VETERINARY CLINIC. See **ANIMAL HOSPITAL** as defined in this section.

WAREHOUSE. A building used principally for the storage of goods and materials.

YARD. An open space on the same lot with a main building, unoccupied, and unobstructed by structures from the ground upward, except as otherwise provided in this chapter. See Exhibit C at the end of this section.

(1) **FRONT YARD.** An open space extending in full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the main building.

(2) **REAR YARD.** An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest point of the main building. See Exhibit C at the end of this section.

(3) **SIDE YARD.** An open space between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the horizontal distance from the nearest point of the side lot line to the nearest point of the main building. See Exhibit C at the end of this section.

('97 Code, § 150.103) (Ord. 42-96, passed 9-17-96; Am. Ord. 3-99, passed 2-1-99; Am. Ord. 17-99, passed 7-6-99; Am. Ord. 14-01, passed 7-23-01; Am. Ord. 7-02, passed 4-1-02; Am. Ord. 8-03, passed 6-2-03; Am. Ord. 9-05, passed 7-5-05; Am. Ord. 25-06, passed 10-17-06; Am. Ord. 05-07, passed 3-19-07; Am. Ord. 14-07, passed 10-1-07; Am. Ord. 24-07, passed 11-19-07; Am. Ord. 30-07, passed 12-17-07)

§ 154.020 R-1AA ONE-FAMILY RESIDENTIAL DISTRICT.

(A) **Intent.** The intent of this district is to provide low-density one-family dwellings in predominately undeveloped areas of the city, plus those public and private facilities serving the residents of the area.

('97 Code, § 150.311)

(B) **Principal permitted uses.**

(1) **Residential uses.** One-family detached dwellings.

(2) **Institutional and public recreational uses.**

(a) Elementary, junior high and high schools.

(b) Places of worship.

(c) Libraries.

(d) Public recreation facilities.

('97 Code, § 150.312)

(C) **Accessory permitted uses.**

(1) Accessory structures.

(2) Home occupations.

EXHIBIT 'A'

(3) Essential services.

('97 Code, § 150.313)

(D) *Special uses.* A building or premises may be used for the following purposes in the R-1AA One-Family Residential District if a special use permit for the use has been obtained in conformance with the provisions of § 154.140.

(1) *Institutional and public recreational uses.*

- (a) Child day care centers.
- (b) Cemeteries.
- (c) Public offices, public buildings, public utilities.
- (d) Membership sports and recreation clubs.

(2) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(3) Accessory Uses.

(a) Private Garages (not accessory to a principal use).

('97 Code, § 150.314)

(E) *Parking regulations.* Parking within the R-1AA One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.080 through 154.083.

('97 Code, § 150.315)

(F) *Sign regulations.* Signs within the R-1AA One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.316)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the R-1AA One-Family Residential District shall be as follows.

(1) *General requirements for dwellings.*

Minimum lot area	20,000 square feet
Minimum lot frontage	100 feet
Minimum front yard setback	50 feet
Minimum side yard setback	15 feet
Minimum rear yard setback	40 feet
Maximum height	35 feet

(2) *Front yard.* There shall be a required front yard setback on each side of a through lot facing a street.

(3) *Side yard.* There shall be a required front yard setback on each street side of a corner lot.

(4) Accessory buildings. Accessory buildings within the R-1AA One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

EXHIBIT 'A'

~~(a) Accessory structures located within ten feet of the principal structure shall comply with the height, front, side and rear yard requirements of the principal structure.~~

~~(b) Accessory buildings not a part of the main structure may be located in the required rear yard, but these accessory buildings shall not be nearer than three feet to any side or rear lot line, nor more than 15 feet in height. A garage which is entered from an alley shall not be located closer than ten feet from the property line.~~

('97 Code, § 150.317) (Ord. 42-96, passed 9-17-96; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

§ 154.021 R-1A ONE-FAMILY RESIDENTIAL DISTRICT.

(A) *Intent.* The intent of this district is to provide low density one-family dwellings in a predominantly developed and stable area of the city, plus those public and private facilities serving the residents of the area.

('97 Code, § 150.321)

(B) *Principal permitted uses.*

(1) *Residential uses.* One-family detached dwellings.

(2) *Institutional and public recreational uses.*

(a) Elementary, junior high and high schools.

(b) Places of worship.

(c) Libraries.

(d) Public recreation facilities.

('97 Code, § 150.322)

(C) *Accessory permitted uses.*

(1) Accessory structures.

(2) Home occupations.

(3) Essential services.

('97 Code, § 150.323)

(D) *Special uses.* A building or premises may be used for the following purposes in the R-1A One-Family Residential District if a special use permit for the use has been obtained in conformance with the provisions of § 154.140.

(1) *Institutional and public recreational uses.*

(a) Child day care centers.

(b) Cemeteries.

(c) Public offices, public buildings, public utilities.

EXHIBIT 'A'

(d) Membership sports and recreation clubs.

(2) Accessory Uses.

(a) Private Garages (not accessory to a principal use).

('97 Code, § 150.324)

(2) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(E) *Parking regulations.* Parking within the R-1A One-family Residential District shall be regulated in conformance with the provisions of §§ 154.080 through 154.083.

('97 Code, § 150.325)

(F) *Sign regulations.* Signs within the R-1A One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.326)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the R-1A One-Family Residential District shall be as follows.

(1) *General requirements for dwellings.*

Minimum lot area	10,000 square feet
Minimum lot frontage	75 feet
Minimum front yard setback	30 feet
Minimum side yard setback	8 feet
Minimum rear yard setback	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(2) *Front yard.* There shall be a required front yard setback on each side of a through lot facing a street.

(3) *Side yard.* There shall be a required front yard setback on each street side of a corner lot.

(4) Accessory buildings. Accessory buildings within the R-1A One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

~~(a) Accessory structures located within ten feet of the principal structure shall comply with the height, front, side and rear yard requirements of the principal structure.~~

~~(b) Accessory buildings not a part of the main structure may be located in the required rear yard, but these accessory buildings shall not be nearer than three feet to any side or rear lot line, nor more than 15 feet in height. A garage which is entered from an alley shall not be located closer than ten feet from the property line.~~

('97 Code, § 150.327) (Ord. 42-96, passed 9-17-96; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

EXHIBIT 'A'

§ 154.022 R-1 ONE-FAMILY RESIDENTIAL DISTRICT.

(A) *Intent.* The intent of this district is to provide a stable residential area for one-family housing in those parts of the city that are largely developed at a gross density of approximately seven dwelling units per acre.

('97 Code, § 150.331)

(B) *Principal permitted uses.*

- (1) *Residential uses.* One-family detached dwellings.
- (2) *Institutional and public recreational uses.*
 - (a) Elementary, junior high and high schools.
 - (b) Places of worship.
 - (c) Libraries.
 - (d) Public recreation facilities.

('97 Code, § 150.332)

(C) *Accessory permitted uses.*

- (1) Accessory structures.
- (2) Home occupations.
- (3) Essential services.

('97 Code, § 150.333)

(D) *Special uses.* A building or premises may be used for the following purposes in the R-1 One-Family Residential District if a special use permit for the use has been obtained in conformance with the provisions of § 154.140.

- (1) *Residential uses.*
 - (a) Elderly housing facilities.
 - (b) Mobile home courts.
 - (c) Bed and breakfast inn.
- (2) *Institutional and public recreational uses.*
 - (a) Child day care centers.
 - (b) Cemeteries.
 - (c) Public offices, public buildings, public utilities.
 - (d) Membership sports and recreation clubs.

EXHIBIT 'A'

(3) *Retail commercial and service uses.* Neighborhood businesses.

(4) Accessory Uses.

(a) Private Garages (not accessory to a principal use).

('97 Code, § 150.334)

(4) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(E) *Parking regulations.* Parking within the R-1 One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.080 through 154.083.

('97 Code, § 150.335)

(F) *Sign regulations.* Signs within the R-1 One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.336)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the R-1 One-Family Residential District shall be as follows.

(1) *General requirements for dwellings.*

Minimum lot area	6,000 square feet
Minimum lot frontage	50 feet
Minimum front yard setback	25 feet
Minimum side yard setback	6 feet
Minimum rear yard setback	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(2) *Front yard.* There shall be a required front yard setback on each side of a through lot facing a street.

(3) *Side yard.* There shall be a required front yard on each street side of a corner lot.

(4) Accessory buildings. Accessory buildings within the R-1 One-Family Residential District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

(a) ~~Accessory structures located within ten feet of the principal structure shall comply with the height, front, side and rear yard requirements of the principal structure.~~

(b) ~~Accessory buildings not a part of the main structure may be located in the required rear yard, but these accessory buildings shall not be nearer than three feet to any side or rear lot line, nor more than 15 feet in height. A garage which is entered from an alley shall not be located closer than ten feet from the property line.~~

('97 Code, § 150.337) (Ord. 42-96, passed 9-17-96; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

EXHIBIT 'A'

§ 154.023 R-2 TWO-FAMILY RESIDENTIAL DISTRICT.

(A) *Intent.* The intent of this district is to provide a sound housing mix. This district provides for an approximate maximum density of ten dwelling units per acre and recognizes the development of other than single-family dwelling units.

('97 Code, § 150.341)

(B) *Principal permitted uses.*

(1) *Residential uses.*

- (a) One-family detached dwellings.
- (b) Two-family dwellings.

(2) *Institutional and public recreational uses.*

- (a) Elementary, junior high and high schools.
- (b) Places of worship.
- (c) Libraries.
- (d) Public recreation facilities.

('97 Code, § 150.342)

(C) *Accessory permitted uses.*

- (1) Accessory structures.
- (2) Home occupations.
- (3) Essential services.

('97 Code, § 150.343)

(D) *Special uses.* A building or premises may be used for the following purposes in the R-2 Two-Family Residential District if a special use permit for the use has been obtained in conformance with the provisions of § 150.140.

(1) *Residential uses.*

- (a) Elderly housing facilities.
- (b) Mobile home courts.
- (c) Group homes.
- (d) Bed and breakfast inn.

(2) *Institutional and public recreation uses.*

- (a) Child day care centers.

EXHIBIT 'A'

- (b) Nursing and convalescent homes.
 - (c) Cemeteries.
 - (d) Public offices, public buildings, public utilities.
 - (e) Membership sports and recreation clubs.
 - (f) Hospitals.
- (3) *Retail commercial and service uses.* Neighborhood businesses.

(4) Accessory Uses.

(a) Private Garages (not accessory to a principal use).

('97 Code, § 150.344)

(4) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(E) *Parking regulations.* Parking within the R-2 Two-Family Residential District shall be regulated in conformance with the provisions of §§ 154.080 through 154.083.

('97 Code, § 150.345)

(F) *Sign regulations.* Signs within the R-2 Two-Family Residential District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.346)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the R-2 Two-Family Residential District shall be as follows.

(1) *General requirements for one-family dwellings and other permitted uses.*

Minimum lot area	5,000 square feet
Minimum lot frontage	50 feet
Minimum front yard setback	25 feet
Minimum side yard setback	6 feet
Minimum rear yard setback	Less of 30 feet or 20% of lot depth
Maximum height	35 feet

(2) *General requirements for two-family dwellings.*

Minimum lot area	4,000 square feet per unit
Minimum lot frontage	40 feet per unit
Minimum front yard setback	25 feet
Minimum side yard setback	10 feet
Minimum rear yard setback	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(3) *Front yard.* There shall be a required front yard setback on each side of a through lot facing a street.

(4) *Side yard.* There shall be a required front yard setback on each street side of a corner lot.

EXHIBIT 'A'

(5) *Accessory buildings.* Accessory buildings within the R-2 Two-Family Residential District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

~~(a) Accessory structures located within ten feet of the principal structure shall comply with the height, front, side and rear yard requirements of the principal structure.~~

~~(b) Accessory buildings not a part of the main structure may be located in the required rear yard, but these accessory buildings shall not be nearer than three feet to any side or rear lot line, nor more than 15 feet in height. A garage which is entered from an alley shall not be located closer than ten feet from the property line.~~

('97 Code, § 150.347) (Ord. 42-96, passed 9-17-96; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

§ 154.024 R-3 MULTI-FAMILY RESIDENTIAL DISTRICT.

(A) *Intent.* The intent of this district is to provide a full range of residential dwelling types. The maximum approximate gross density of this district is 29 dwelling units per acre. The requirements allow a more complete use of land in the district and provide more flexible guidelines for development and redevelopment efforts.

('97 Code, § 150.351)

(B) *Principal permitted uses.*

(1) *Residential uses.*

- (a) Single-family detached dwellings.
- (b) Single-family attached dwellings.
- (c) Two-family dwellings.
- (d) Multi-family dwellings.
- (e) Bed and breakfast inn.
- (f) Boarding or lodging houses.
- (g) Dormitories, convents and monasteries.

(2) *Institutional and public recreational uses.*

- (a) Elementary, junior high and high schools.
- (b) Places of worship.
- (c) Libraries.
- (d) Public recreation facilities.
- (e) Private clubs.

EXHIBIT 'A'

('97 Code, § 150.352)

(C) *Accessory permitted uses.*

- (1) Accessory structures.
- (2) Home occupations.
- (3) Essential services.

('97 Code, § 150.353)

(D) *Special uses.* A building or premises may be used for the following purposes in the R-3 Multi-Family Residential District if a special use permit for the use has been obtained in conformance with the provisions of § 154.140.

(1) *Residential uses.*

- (a) Elderly housing facilities.
- (b) Mobile home courts.
- (c) Group homes.

(2) *Institutional and public recreation uses.*

- (a) Child day care centers.
- (b) Nursing and convalescent homes.
- (c) Cemeteries.
- (d) Public offices, public buildings, public utilities.
- (e) Hospitals.
- (f) Membership sports and recreation clubs.

(3) *Retail commercial and service uses.*

- (a) Neighborhood businesses.

(b) Restaurant, standard. Design standards for a restaurant as a permitted special use in an R-3 Multi-Family Residential District are as follows:

1. No drive-through window will be permitted.
2. Access shall be from a major thoroughfare, urban arterial or urban collector only.
3. Maximum size of restaurant shall be regulated by the special use permit.
4. Hours of operation shall be regulated by the special use permit.
5. Off street parking shall be regulated in conformance with the restaurant provisions of §§ 154.080 through 154.083.

6. A restaurant in an R-3 Multi-Family Residential District shall have no more than one sign which may be either a free standing or a wall sign. The sign shall be non-illuminated, and shall not exceed an area of 24 square feet. Signs shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

- (4) *Business and professional office uses.* Business, professional and administrative offices.

EXHIBIT 'A'

(5) Accessory Uses.

(a) Private Garages (not accessory to a principal use).

('97 Code, § 150.354)

(5) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(E) *Parking regulations.* Parking within the R-3 Multi-Family Residential District shall be regulated in conformance with the provisions of §§ 154.080 through 154.083.

('97 Code, § 150.355)

(F) *Sign regulations.* Signs within the R-3 Multi-Family Residential District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.356)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the R-3 Multi-Family Residential District shall be as follows.

(1) *General requirements for one-family dwellings.*

Minimum lot area	5,000 square feet
Minimum lot frontage	50 feet
Minimum front yard setback	25 feet
Minimum side yard setback	6 feet
Minimum rear yard setback	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(2) *General requirements for two-family dwellings.*

Minimum lot area	4,000 square feet per unit
Minimum lot frontage	40 feet per unit
Minimum front yard setback	25 feet
Minimum side yard setback	10 feet
Minimum rear yard setback	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(3) *General requirements for multi-family dwellings.*

Minimum lot area	1,500 square feet per unit
Minimum lot frontage	50 feet
Minimum front yard setback	25 feet
Minimum side yard setback	10 feet
Minimum rear yard setback	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(4) *General requirements for townhouses.*

EXHIBIT 'A'

Minimum lot area	2,000 square feet per unit
Minimum lot frontage	20 feet per unit
Minimum front yard setback	25 feet
Minimum side yard setback	10 feet
Minimum rear yard	less of 30 feet or 20% of lot depth
Maximum height	35 feet

(5) *General requirements for other permitted uses.*

Minimum lot area	5,000 square feet
Minimum lot frontage	50 feet
Minimum front yard setback	25 feet
Minimum side yard setback	6 feet
Minimum rear yard setback	less of 30 feet 20% of lot depth
Maximum height	35 feet

(6) *Front yard.* There shall be a required front yard setback on each side of a through lot facing a street.

(7) *Townhouses.* For townhouses, front and rear yard requirements shall be the average size of front and rear yards of the units. No more than four contiguous townhouse units may have the same front yard dimension.

(8) *Side yard.* There shall be a required front yard setback on each street side of a corner lot.

(9) Accessory buildings. Accessory buildings within the R-3 Three-Family Residential District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

~~(a) Accessory structures located within ten feet of the principal structure shall comply with the height, front, side and rear yard requirements of the principal structure.~~

~~(b) Accessory buildings not a part of the main structure may be located in the required rear yard, but these accessory buildings shall not be nearer than three feet to any side or rear lot line, nor more than 15 feet in height. A garage which is entered from an alley shall not be located closer than ten feet from the property line.~~

('97 Code, § 150.357) (Ord. 42-96, passed 9-17-96; Am. Ord. 23-02, passed 9-16-02; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

§ 154.025 B GENERAL BUSINESS DISTRICT.

(A) *Intent.* This district is intended to provide an integrated collection of structures and uses designed to supply a majority of the daily needs of city residents.

('97 Code, § 150.361)

(B) *Principal permitted uses.*

EXHIBIT 'A'

(1) *Institutional and public recreation uses.*

- (a) Places of worship.
- (b) Public recreation facilities.
- (c) Private clubs.
- (d) Libraries.

(2) *Business and professional office uses.*

- (a) Business, professional and administrative offices.
- (b) Offices of business and professional associations.
- (c) Medical offices and clinics.

(3) *Retail commercial and service uses.*

- (a) Specialty retail commercial establishments and boutiques.
- (b) Specialty food stores.
- (c) Home furnishings, home improvements and miscellaneous materials and equipment stores.
- (d) General merchandise stores and supermarkets.
- (e) Personal services.
- (f) Restaurants, standard.
- (g) Financial establishments.
- (h) Pet shops.

(4) *Road service and commercial entertainment uses.*

- (a) Automobile service stations.
- (b) Fraternal and social association facility.
- (c) Convenience store.
- (d) Automotive appearance and rust protection services.
- (e) Motels and hotels.
- (f) Printing, publishing, lithographing and binding establishments, provided the gross floor area does not exceed 5,000 square feet.
- (g) Self-service storage facility.
- (h) Fire station.

('97 Code, § 150.362)

(C) *Accessory permitted uses.*

EXHIBIT 'A'

(1) Accessory structures.

(2) Essential services.

('97 Code, § 150.363)

(D) *Special uses.* A building or premises may be used for the following purposes in the B General Business District if a special use permit for the use has been obtained in conformance with the provisions of § 154.140.

(1) *Residential uses.*

(a) Dwellings.

(b) Elderly housing facilities.

(c) Child day care center.

(2) *Retail commercial and service uses.*

(a) Nurseries and garden supply stores.

(b) Funeral homes.

(c) Animal hospitals, veterinary clinics and kennels, animal grooming.

(3) *Road service and commercial entertainment uses.*

(a) Automobile repair, painting and body shops.

(b) Automobile washing facilities.

(c) Bars, taverns and nightclubs.

(d) Commercial entertainment, outdoor.

(e) Vehicle sales, rental and service.

(f) Carry-outs, mini-markets, drive-through and drive-in stores.

(g) Restaurants, fast food.

(4) *Light industrial uses.*

(a) Farm implement sales.

(b) Construction trades and contractor offices.

(c) Tin and sheet metal shops.

(d) Building services and supplies.

(e) Plumbing and heating shops.

(f) Wholesale distributors.

(g) Commercial radio and television studios and transmitting equipment.

(h) Cellular/communication towers.

EXHIBIT 'A'

('97 Code, § 150.364)

(5) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(E) *Parking regulations.* Parking in the B General Business District shall be regulated in conformance with the provisions of §§ 154.080 through 154.083.

('97 Code, § 150.365)

(F) *Sign regulations.* Signs within the B General Business District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.366)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the B General Business District shall be as follows.

(1) *General requirements for all permitted uses.*

Minimum lot area	None
Minimum lot frontage	None
Minimum front yard setback	None (See division (G)(2) of this section)
Minimum side yard setback	None or 10 feet if abutting a residential district
Minimum rear yard setback	Less of 30 feet or 20% of lot depth if abutting a residential district
Maximum height	35 feet

(2) *Frontage.* When the frontage on one side of a block is divided between a B General Business District and a Residential District, or is across the street from a Residential District, the front yard requirement of that Residential District shall apply to the affected frontage of the B General Business District.

(3) *Screening.* When a side or rear yard abuts a Residential District, it shall be screened in conformance with the following provisions.

(a) A plot plan shall be submitted indicating the location and type of screening to be used.

(b) A finding shall be made that the proposed screening will do the following.

1. Provide a visual barrier of no less than six feet in height to partially or completely block out the view of unattractive structures or activities.

2. Provide an acoustic screen of no less than 15 feet in depth, of dense plantings or a solid masonry wall in combination with decorative plantings, to aid in absorbing and deflecting noise.

3. Provide for the containment of litter and debris.

(c) Screening may be one or more of the following or other similar materials.

1. A solid masonry wall.

2. A solidly constructed decorative fence.

3. Louvered fence.

4. Dense evergreen plantings.

5. Deciduous trees and shrubs.

EXHIBIT 'A'

(4) Accessory buildings. Accessory buildings within the B General Business District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

('97 Code, § 150.367) (Ord. 42-96, passed 9-17-96; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

§ 154.026 CBD CENTRAL BUSINESS DISTRICT.

(A) *Intent.* This district is intended to provide a large variety of retail stores and related activities and for office buildings and service establishments serving the entire city as well as areas outside the corporate limits. The Central Business District is intended to be the dominant multi-use district within the city and the key focus of business, social, and cultural activity within the urban area. It is intended that relationships between permitted functions will be carefully developed, and the need for access, circulation, and amenities will be given special attention.

('97 Code, § 150.371)

(B) *Principal permitted uses.*

(1) *Institutional and public recreation uses.*

- (a) Places of worship.
- (b) Public offices and buildings.
- (c) Public recreation facilities.
- (d) Private clubs.
- (e) Libraries.

(2) *Business and professional office uses.*

- (a) Business, professional and administrative offices.
- (b) Offices of business and professional associations.
- (c) Medical offices and clinics.

(3) *Retail commercial and service uses.*

- (a) Specialty retail commercial establishments and boutiques.
- (b) Specialty food stores.
- (c) Home furnishings, home improvements and miscellaneous materials and equipment stores.
- (d) General merchandise stores and supermarkets.
- (e) Personal services.
- (f) Financial establishments.
- (g) Restaurants, standard.

EXHIBIT 'A'

(h) Pet shops.

(4) *Road service and commercial entertainment uses.*

(a) Fraternal and social association facility.

(b) Motels and hotels.

(c) Commercial recreation facilities, indoor.

(d) Printing, publishing, lithographing and binding establishments, provided the gross floor area does not exceed 5,000 square feet.

(5) *Other uses.* Other uses, which in the opinion of the Planning Commission are similar to the above uses indicated as being permitted. The Planning Commission may also consider essentially custom manufacturing activities which in their opinion shall have the following characteristics.

(a) Benefit from a central location and are appropriate in the CBD Central Business District.

(b) Do not create any significant objectionable influences.

(c) Involve products characterized by a high ratio of value to bulk, so that truck traffic is kept to a minimum.

('97 Code, § 150.372)

(C) *Accessory permitted uses.*

(1) Accessory structures.

(2) Essential services.

('97 Code, § 150.373)

(D) *Special uses.* A building or premises may be used for the following purposes in the CBD Central Business District if a special use permit for the use has been obtained in conformance with the provisions of § 154.140.

(1) *Parking lots.*

(2) *Residential uses.*

(a) Dwellings.

(b) Residential planned unit developments.

(c) Elderly housing facilities.

(3) *Retail commercial and service uses.* Commercial planned unit developments

(4) *Road service and commercial entertainment uses.*

(a) Carry-outs, mini-markets and drive through and drive-in stores.

(b) Restaurants, fast food.

(c) Bars, taverns, and nightclubs.

(d) Automobile service stations.

(e) Vehicle sales, rental and service, provided service access be available from a side street or alley.

EXHIBIT 'A'

(f) Convenience stores,

('97 Code, § 150.374)

(5) *Planned Unit Developments.* Planned Unit Development overlay subject to the provisions of §§ 154.040 through 154.047.

(E) *Parking regulations.* Except for those permitted residential uses, parking requirements for the CBD Central Business District are waived.

('97 Code, § 150.375)

(F) *Sign regulations.* Signs within the CBD Central Business District shall be regulated in conformance with the provisions of §§ 154.095 through 154.107.

('97 Code, § 150.376)

(G) *Height and area regulations.* The maximum height and minimum lot requirements within the CBD Central Business District shall be as set forth below.

(1) *General requirements for all permitted uses.*

Minimum lot area	None
Minimum lot frontage	None
Minimum front yard setback	None (see division (G)(2) of this section)
Minimum side yard setback	None or 10 feet if abutting a residential district
Minimum rear yard setback	Less of 30 feet or 20% of lot depth if abutting a residential district
Maximum height	35 feet

(2) *Frontage.* When the frontage on one side of a block is divided between the CBD Central Business District and a Residential District, the front yard requirement of that Residential District shall apply to the affected frontage of the CBD Central Business District.

(3) *Screening.* Where the rear lot line of a lot in the CBD Central Business District abuts a Residential District and there is no intervening alley, in addition to the required rear yard there shall be placed appropriate screening not less than six feet in height along the rear lot line of the lot abutting a Residential District.

(4) Accessory buildings. Accessory buildings within the CBD Central Business District shall be regulated in conformance with the provisions of §§ 154.121 and 154.122.

('97 Code, § 150.377) (Ord. 42-96, passed 9-17-96; Am. Ord. 5-06, passed 3-20-06) Penalty, see § 154.999

§ 154.121 CORNER LOT ACCESSORY BUILDINGS.

On a corner lot, accessory buildings within 25 feet of a residential lot shall maintain a minimum setback from the lot line equal to the required front yard of the residential lot. In the case of a narrow lot where compliance would be impractical, the Board of Appeals may grant a variance in the setback requirement, an accessory building shall not be nearer than three feet to the side lot line not less than ten feet to the rear lot line of the lot on which it is located.

(A) Accessory buildings shall conform to the general height and area regulations of the district in which the structure is located, unless otherwise specifically stated in this code.

EXHIBIT 'A'

(B) Accessory buildings accessory to a residential use, including private garages permitted as a special use, shall conform to the following:

(1) Location.

(a) When the accessory building is accessory to a principal use, and is to be constructed on a lot contiguous to an improved public street, the accessory buildings shall only be permitted in the rear yard, unless attached to the principal structure by a breezeway or a similar unenclosed structure, in which case the accessory building may be permitted in a side or rear yard, subject to the applicable setback requirements.

(b) When the accessory building is not accessory to a principal use, and is to be constructed on a lot contiguous to an improved public street, the accessory building shall only be permitted in the required rear yard as established by the front, side and rear yard setback requirements applicable to the principal structure, subject to the applicable setback requirements.

(c) When the accessory building is not accessory to a principal use, and is to be constructed on a lot not contiguous to an improved public street, and the accessory building is to be constructed on a lot contiguous to an improved public alley, the accessory building shall be permitted in any portion of the yard, subject to the applicable setback requirements.

(2) Setback.

(a) Accessory buildings permitted in the rear yard and with a ground floor level gross floor area equal to or less than 1,000 square feet shall be no closer to any side or rear lot line than three feet.

(b) Accessory buildings permitted in the rear yard and with a ground floor level gross floor area more than 1,000 square feet shall be no closer to any side or rear lot line than six feet.

(c) Accessory buildings permitted in a side yard shall conform to the front, side, and rear yard requirements of the principal structure.

(d) When the use of the accessory building is a private garage, the side of the private garage to which the driveway provides entry into the structure, shall be no closer to any lot line than ten feet.

(e) When the accessory building is not accessory to a principal use, and is to be constructed on a lot not contiguous to an improved public street, and the accessory building is to be constructed on a lot contiguous to an improved public alley, the accessory building shall be no closer to the front lot line than 20 feet.

(f) No accessory building shall be closer to any principal structure than ten feet or closer to any other accessory building than five feet.

(3) Area. An accessory building shall be permitted a ground floor level gross floor area up to 720 square feet and the ground floor level gross floor area may increase up to a maximum of the lesser of 50% of the gross floor area of the ground floor level of the

EXHIBIT 'A'

principal structure to which it is accessory or 50% of the gross area of the rear yard; or, in the event there is no principal structure on the same lot, the ground floor level gross floor area may increase up to a maximum of the lesser of 50% of the average gross floor area of the ground floor level of the principal structures found on the adjacent lots or 50% of the gross area of the rear yard, unless the accessory building is to be constructed on a lot not contiguous to an improved public street, and the accessory building is to be constructed on a lot contiguous to an improved public alley, in which case, the ground floor level gross floor area may increase up to a maximum of the lesser of 50% of the average gross floor area of the ground floor level of the principal structures found on the adjacent lots or 50% of the gross area of the subject lot.

(4) Height. An accessory building shall be permitted a structure height up to 15 feet and the structure height may increase up to a maximum of 80% of the structure height of the principal structure to which it is accessory; or, in the event there is no principal structure on the same lot, the structure height may increase up to a maximum of 80% of the average structure height of the principal structures located on the adjacent lots.

(5) Number. The maximum number of accessory buildings permitted on a single lot shall be limited to three with no more than one accessory building to be occupied by a private garage accessory use.

('97 Code, § 150.801) (Ord. 42-96, passed 9-17-96) Penalty, see § 154.999

§ 154.122 ~~LOTS ADJOINING ALLEYS~~ DESIGN STANDARDS.

~~—In calculating the area of a lot that adjoins an alley, for the purpose of applying lot area requirements of this chapter, one-half the width of the alley abutting the lot shall be considered as part of the lot.~~

(A) Accessory buildings. All accessory buildings with a gross ground floor area greater than 200 square feet shall be designed and constructed to be a permanent structure with an appearance that matches or compliments the style and finishes of the principal structure found on lot on which the accessory building is located, or in the event there is no principal structure on the same lot, the principal structures found within the neighborhood, more specifically as follows:

(1) The slope and style of the roof system of the accessory building shall match or compliment the slope and style of any of the roof systems of the principal structure found on lot on which the accessory building is located, or in the event there is no principal structure on the same lot, the roof systems of the accessory building shall match or compliment the roof system of the principal structures found within the neighborhood.

(2) The roofing materials on the accessory structure shall match or compliment any of the roofing materials on the principal structure found on lot on which the accessory building is located, or in the event there is no principal structure on the same lot, the

EXHIBIT 'A'

roofing materials of the accessory building shall match or compliment the roofing materials of the principal structures found within the neighborhood.

(3) The siding materials on the accessory structure shall match or compliment any of the siding materials on the principal structure found on lot on which the accessory building is located, or in the event there is no principal structure on the same lot, the siding materials of the accessory building shall match or compliment the siding materials of the principal structures found within the neighborhood.

(4) The material to be used for any accessory structure with a ground floor constructed on compacted sub-grade soil or aggregate materials shall be Portland cement concrete pavement.

('97 Code, § 150.802) (Ord. 42-96, passed 9-17-96)

ORDINANCE NO. 19-08

**AN ORDINANCE AMENDING SECTIONS 154.127 AND
154.143 OF THE PIQUA CODE RELATING TO DEMOLITION
STANDARDS**

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

WHEREAS, legislative modification of Sections 154.127 and 154.143 of the Piqua City Code is needed in order to address demolition standards.

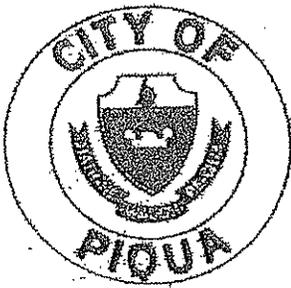
SEC. 1: Sections 154.127 and 154.143 of the Piqua Code is hereby amended per Exhibit "A" attached hereto (with deletions lined out and additions underlined).

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

THOMAS D. HUDSON, MAYOR

PASSED: _____
3rd Reading

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



PLANNING AND ZONING

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June 6, 2008

MEMORANDUM

TO: Frederick E. Endérle, City Manager

RE: Request for Legislation to Adopt Proposed Amendments to the Zoning Chapter of the City of Piqua Codified Ordinances, including: Amendments Pertaining to Residential Private Garages - §§ 154.005, 154.020, 154.021, 154.022, 154.023, 154.024, 154.025, 154.026, 154.121, and 154.122; Amendments Pertaining to Special Events Signs - §§ 154.005 and 154.108; and; Amendments Pertaining to Demolition Standards - §§ 154.127 and 154.143

At the June 3, 2008 meeting of the Planning Commission, with all members present, the Planning Commission unanimously recommended approval of the above referenced proposed code amendments. The items shown represent three different amendments to the zoning chapter. Therefore, in accordance with §154.141 of the codified ordinances I am forwarding the supporting items pertaining to each amendment for the City Commission's consideration.

The proposed amendments pertaining to residential private garages address the size, location, and appearance standards applicable to accessory buildings. In particular, the proposed changes are in response to the many requests we receive from homeowners seeking to build private garages larger than what is currently allowed by the code, or to build on a lot lacking a principal structure. The special event sign proposed amendments includes inserting a section into the sign regulations to better deal with the size, placement, and display period needs of this sign type. The demolition standards amendment replaces an obsolete section of the code with an insertion of the minimum requirements for what is expected so far as safety, security, and restoration of the site when demolishing a building. Enclosed, you will find the Issues, Objective, and Principles document, and a detailed text change exhibit for each of the proposed amendments. Noting the input provided by city officials, City Commissioners, Planning Commissioners, and the general public, and the incorporation of that input into the final content of each of these documents, it is the opinion of the Planning Commission that the proposed code amendments are both responsive to the concerns raised and responsible to the best interest of the entire community.

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

Sincerely,

Chris Schmiesing

Christopher W. Schmiesing
City Planner

Enc.



PROPOSED CODE AMENDMENTS

Demolition Standards

Issues

Permit Requirement – A demolition permit requirement is included on the adopted fee schedule, however, current code provisions are silent regarding specific demolition permit requirements.

Minimum Standards – Current code provisions provide no guidance on the removal of incidental or accessory structures or improvements related to the structure being demolished, nor do they provide the minimum level of security or safety features to be maintained during the completion of the work, nor do they provide the minimum standards for the level of restoration expected upon the completion of the work.

Performance of Work – Current code provisions do not include performance bond or other surety requirements that ensure the completion of the work once it is started.

Objective

The objective of this amendment is to add provisions to the adopted community standards that require a permit and performance bond prior to commencing with demolition projects and to describe the minimum acceptable security, safety and restoration measures to be included in the scope of the demolition work.

Principles

Certain minimum safety and security provisions designed to prevent unnecessary danger to the public are necessary during the completion of demolition activity.

A partially completed demolition project is likely to have a negative effect on the general welfare of the community and or create unsafe conditions that warrant a performance bond or other surety requirement to ensure the completion of a demolition projects.

Minimum restoration standards applicable to and designed to prevent a demolition site from becoming a blighting influence and or a public nuisance should be established within the adopted community standards.

Code Amendments

The following exhibit details the code amendments necessary to address the aforementioned issues in a manner that is consistent with the objective and principles outlined. The proposed text insertions are in bold print and underlined, while a strikethrough line indicates the existing text that is to be deleted.

RESOLUTION No. PC 32-08

WHEREAS, the City Commission, has submitted a request to amend the zoning chapter of the codified ordinances to modify code provisions pertaining to minimum permit requirements and restoration standards for demolition projects; and,

WHEREAS, sections 154.141 of the City of Piqua Code of Ordinances provides the procedure for considering an amendment to the zoning code; and,

WHEREAS, the Planning Commission has studied the request and conducted a public hearing on the matter;

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 as Exhibit 'A', 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Brad Bubp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mike Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mrs. Jean Franz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



PROPOSED CODE AMENDMENTS

Demolition and Restoration Standards

Issues

Permit Requirement - A demolition permit requirement is included on the adopted fee schedule, however, current code provisions are silent regarding specific demolition permit requirements.

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A partially completed demolition project is likely to have a negative effect on the general welfare of the community and or create unsafe conditions that warrant a performance bond or other surety requirement to ensure the completion of a demolition projects.

Minimum restoration standards applicable to and designed to prevent a demolition site from becoming a blighting influence and or a public nuisance should be established within the adopted community standards.



PROPOSED CODE AMENDMENTS

Demolition and Restoration Standards

Proposed Code Amendments

The following proposed insertions or deletions to the text of the code sections indicated below provide proposed Permitting and Restoration Standards for demolition projects. Revisions made in response to the preliminary review comments received from the Planning Commission and City Commission are shown in red. The document was updated on June 3, 2008.

Note: The current content of section 154.127 of the supplemental regulation portion of the zoning chapter is obsolete. The issue of where it is acceptable and not acceptable to maintain a septic tank or well, and any minimum lot size requirements applicable thereto, are addressed in the plumbing and health codes. Therefore, the availability of this section number, and its being under the supplemental regulations heading, made this as logical location as any to insert the proposed amendment text.

SUPPLEMENTAL REGULATIONS

§ 154.120 INTENT.

The requirements and regulations of this section shall be applicable to all zoning districts within the city unless otherwise specified.

('97 Code, § 150.800) (Ord. 42-96, passed 9-17-96)

§ 154.127 ~~SEPTIC TANKS OR WELLS~~ DEMOLITION STANDARDS; PERMIT REQUIREMENT.

~~Any residential construction utilizing wells and septic tanks shall be situated on a lot having a minimum site area of 1.5 acres. Use of septic tanks and wells shall be subject to the regulations of the Plumbing Code.~~

This section shall explain the applicable standards for demolition work and the procedure, process, and requirements to obtain a demolition permit within the city.

(A) *Downtown Historic District.* Demolitions within the Downtown Historic District requires an approved certificate of appropriateness. Said certificate of appropriateness shall be issued in compliance with §§ 152.01 through 152.08 prior to the commencement of any demolition within the Downtown Historic District for which a demolition permit issued in accordance with this section is still necessary.

(B) *Demolition Permit Required.* A demolition permit issued by the enforcing official shall be required for every demolition of any structure in excess of 200 square feet in area. Every application for a demolition permit shall include reasons for demolition, a site plan and such other documentation as may be necessary.

(1) *Site Plan.* A site plan, containing the following information at a minimum, shall be provided:



PROPOSED CODE AMENDMENTS

Demolition and Restoration Standards

(a) The location and dimensions of all structures on the lot.

(b) Property boundaries and dimensions, including distances from other structures and or lot lines to the structure or structures to be demolished.

(c) Prominent natural features, landscaping, or other physical improvements found on the lot.

(d) Planned staging areas, equipment parking, and or dumpster locations.

(e) The location of all utilities and the disconnection and disposition thereof.

(f) An explanation of the purpose for the demolition project and a statement regarding the intended use of the vacated site.

(g) The natural features, landscaping, structures, or other physical improvements to be demolished and the intended clean-up and restoration of the site, including but not limited to the work items required to satisfy the following minimum demolition and restoration standards:

- (1) The demolition and excavation of all footers, foundations, slabs, and service sidewalks, and improvements incidental to the building being demolished; and the demolition and excavation of all footers, foundations, slabs, service sidewalks, and improvements incidental to any buildings accessory to the building being demolished.
- (2) Placement of compacted backfill in openings or excavations and grading thereof to match the existing surrounding surface contours.
- (3) Placement of six inches of topsoil over all backfilled or disturbed areas.
- (4) Placement of grass seed and mulching over all backfilled or disturbed areas covered with topsoil.
- (5) Placement of erosion control as deemed necessary by the enforcing official.
- (6) Placement of fence and or any other safety precautions deemed to be taken necessary by the enforcing official to secure the demolition site, as deemed necessary by the enforcing official.

(h) The disposal location for the demolition debris.

(2) Permit Application. A permit application or other supporting documentation, containing the following information at a minimum, shall be provided:

(a) Anticipated start date and completion date for the demolition activity.



PROPOSED CODE AMENDMENTS

Demolition and Restoration Standards

(b) Evidence that all taxes and utility bills are paid in full, as deemed necessary by the enforcing official.

(c) Any other information that, as deemed necessary by the enforcing official, to completely explain the proposed demolition.

(d) A photographic record of all elevations of the building or buildings to be demolished.

(e) A special use permit, issued in accordance with §§ 154.063 and 154.064, for any structure (or structures) to remain on the lot, when the subject structure (or structures) to remain on the lot is a nonconforming use, or if the demolition activity will cause the subject structure (or structures) to remain on the lot to become a nonconforming use.

(3) License and Bond or Other Surety. Prior to the issuance of a demolition permit, the owner, agent or person with control of the property subject to demolition shall execute a license provided by the city, granting to the city the right to enter the property. The license shall permit the city to correct or eliminate any unsafe condition or conditions at the demolition site before, during and after the demolition. The license granted by the applicant shall further provide that the city shall have the sole right to determine if a condition or conditions are unsafe. The license shall further include an agreement providing that the owner, agent or person with control of the property subject to demolition shall indemnify the city for its cost to correct or eliminate the unsafe condition or conditions. The agreement shall provide that the indemnification may be from the performance bond, cash deposit or other surety the owner, agent or person with control of the property subject to demolition shall post with the city to assure the city that the demolition work will proceed as permitted. The value of the surety shall not exceed the cost associated with the demolition and site restoration, as determined by a detailed estimate to be provided by the owner, agent or person with control of the property subject to demolition, provided the enforcing official finds the estimate to be a reasonable estimation of the gross costs anticipated to complete the demolition and restoration project. The terms of the surety shall provide that the city may retain or claim the surety proceeds if the permit holder fails to perform the demolition or restoration activities in accordance with the permit granted. The value of the surety may be reduced during the course of the demolition work, at the sole discretion of the enforcing official, if, in the estimation of the enforcing official, sufficient surety remains to assure completion of the demolition and site restoration activity.

(4) Other Approvals or Regulations. Other regulatory agency approvals necessary prior to the issuance of a demolition permit by the city, or the regulations of other agencies which are applicable and to be adhered to during the completion of any demolition work include but are not limited to those of the Ohio Environmental Protection Agency, Regional Air Pollution Control Authority, Department of Health, Department of Public Works, and the like.



PROPOSED CODE AMENDMENTS

Demolition and Restoration Standards

(5) Permit Expiration. Any demolition permit issued under this section shall expire 30 days from the date of issuance if the demolition has not commenced; or if demolition has commenced and the work is delayed for a period of more than 10 consecutive days and the enforcing official determines that the delays were unnecessary, or if demolition has commenced and the work continues for a period of more than 30 consecutive days beyond the anticipated completion date indicated on the permit application, or upon completion of the demolition work in accordance with the permit issued. The enforcing official may authorize one or more extensions of the permit provided the enforcing official determines that the owner, agent or person with control of the property subject to demolition has demonstrated the ability to complete the work in a timely and workmanlike manner.

(Ord. -08, passed - 2008)

~~{'97 Code, § 150.808} {Ord. 42-96, passed 9-17-96} Penalty, see § 154.999~~

~~Cross-reference:~~

~~—Plumbing Code, see §§ 150.015 et seq.~~

~~—Private sewage systems; compliance with recommendations, see § 51.33~~

§ 154.143 ADMINISTRATION AND ENFORCEMENT.

(A) ~~Enforcing officer. The Public Works Director~~ City Planner ~~is designated as the enforcing officer / enforcing official of this chapter shall be as designated by the City Manager. The enforcing officer is authorized to issue orders to prevent and stop violations, to enforce and administer the provisions of this chapter. The Public Works Director~~ City Planner enforcing official ~~may be assisted by any personnel as the City Manager may authorize.~~

Note: While the revision to the provision identifying ~~the City Planner as the enforcing officer~~ is not necessarily related to the demolition permitting and restoration issue, because there were other revisions needed in this section of the code, this seemed to be an appropriate opportunity to amend this item as well.

(B) ~~Building permits; General.~~ No building or other structure shall be erected, moved, added to, enlarged, extended, converted, reconstructed, demolished, or structurally altered without a the building permits incidental and necessary to the enforcement of this chapter having been issued by the enforcing officer, the issuance of which may be held subject to compliance with any other requirement described within the City of Piqua Codified Ordinances that is deemed applicable to the subject project



PROPOSED CODE AMENDMENTS

Demolition and Restoration Standards

by the enforcing official. No building permit shall be issued except in conformity with the provisions of this chapter. **The enforcing official may issue a comprehensive or consolidated permit approving one or more element of work subject to the requirements of this chapter; or, if the enforcing official deems a permit unnecessary to ensure the compliance of one or more element of work subject to the requirements of this chapter, the enforcing official may waive the permit requirement.**

('97 Code, § 150.204) (Ord. 42-96, passed 9-17-96) Penalty, see § 154.999

EXHIBIT 'A'

§ 154.127 ~~SEPTIC TANKS OR WELLS~~ DEMOLITION STANDARDS; PERMIT REQUIREMENT.

Any residential construction utilizing wells and septic tanks shall be situated on a lot having a minimum site area of 1.5 acres. Use of septic tanks and wells shall be subject to the regulations of the Plumbing Code.

This section shall explain the applicable standards for demolition work and the procedure, process, and requirements to obtain a demolition permit within the city.

(A) *Downtown Historic District.* Demolitions within the Downtown Historic District requires an approved certificate of appropriateness. Said certificate of appropriateness shall be issued in compliance with §§ 152.01 through 152.08 prior to the commencement of any demolition within the Downtown Historic District for which a demolition permit issued in accordance with this section is still necessary.

(B) *Demolition Permit Required.* A demolition permit issued by the enforcing official shall be required for every demolition of any structure in excess of 200 square feet in area. Every application for a demolition permit shall include reasons for demolition, a site plan and such other documentation as may be necessary.

(1) *Site Plan.* A site plan, containing the following information at a minimum, shall be provided:

(a) The location and dimensions of all structures on the lot.

(b) Property boundaries and dimensions, including distances from other structures and or lot lines to the structure or structures to be demolished.

(c) Prominent natural features, landscaping, or other physical improvements found on the lot.

(d) Planned staging areas, equipment parking, and or dumpster locations.

(e) The location of all utilities and the disconnection and disposition thereof.

(f) An explanation of the purpose for the demolition project and a statement regarding the intended use of the vacated site.

(g) The natural features, landscaping, structures, or other physical improvements to be demolished and the intended clean-up and restoration of the site, including but not limited to the work items required to satisfy the following minimum demolition and restoration standards:

(1) The demolition and excavation of all footers, foundations, slabs, service sidewalks, and improvements incidental to the building being demolished; and the demolition and excavation of all footers.

EXHIBIT 'A'

foundations, slabs, service sidewalks, and improvements incidental to any buildings accessory to the building being demolished.

- (2) Placement of compacted backfill in openings or excavations and grading thereof to match the existing surrounding surface contours.
- (3) Placement of six inches of topsoil over all backfilled or disturbed areas.
- (4) Placement of grass seed and mulching over all backfilled or disturbed areas covered with topsoil.
- (5) Placement of erosion control as deemed necessary by the enforcing official.
- (6) Placement of fence and or any other safety precautions deemed necessary by the enforcing official.

(h) The disposal location for the demolition debris.

(2) Permit Application. A permit application or other supporting documentation, containing the following information at a minimum, shall be provided:

(a) Anticipated start date and completion date for the demolition activity.

(b) Evidence that all taxes and utility bills are paid in full, as deemed necessary by the enforcing official.

(c) Any other information that is deemed necessary by the enforcing official to completely explain the proposed demolition.

(d) A photographic record of each elevation of the building or buildings to be demolished.

(e) A special use permit, issued in accordance with §§ 154.063 and 154.064, for any structure (or structures) to remain on the lot, when the subject structure (or structures) to remain on the lot is a nonconforming use, or if the demolition activity will cause the subject structure (or structures) to remain on the lot to become a nonconforming use.

(3) License and Bond or Other Surety. Prior to the issuance of a demolition permit, the owner, agent or person with control of the property subject to demolition shall execute a license provided by the city, granting to the city the right to enter the property. The license shall permit the city to correct or eliminate any unsafe condition or conditions at the demolition site before, during and after the demolition. The license granted by the applicant shall further provide that the city shall have the sole right to determine if a condition or conditions are unsafe. The license shall further include an agreement providing that the owner, agent or person with control of the property subject to demolition shall indemnify the city for its cost to correct or eliminate the unsafe condition or conditions. The agreement shall provide that the indemnification may be from the performance bond, cash deposit or other surety the owner, agent or person with control of the property subject to demolition shall post with the city to assure

EXHIBIT 'A'

the city that the demolition work will proceed as permitted. The value of the surety shall not exceed the cost associated with the demolition and site restoration, as determined by a detailed estimate to be provided by the owner, agent or person with control of the property subject to demolition, provided the enforcing official finds the estimate to be a reasonable estimation of the gross costs anticipated to complete the demolition and restoration project. The terms of the surety shall provide that the city may retain or claim the surety proceeds if the permit holder fails to perform the demolition or restoration activities in accordance with the permit granted. The value of the surety may be reduced during the course of the demolition work, at the sole discretion of the enforcing official, if, in the estimation of the enforcing official, sufficient surety remains to assure completion of the demolition and site restoration activity.

(4) Other Approvals or Regulations. Other regulatory agency approvals necessary prior to the issuance of a demolition permit by the city, or the regulations of other agencies which are applicable and to be adhered to during the completion of any demolition work include but are not limited to those of the Ohio Environmental Protection Agency, Regional Air Pollution Control Authority, Department of Health, Department of Public Works, and the like.

(5) Permit Expiration. Any demolition permit issued under this section shall expire 30 days from the date of issuance if the demolition has not commenced; or if demolition has commenced and the work is delayed for a period of more than 10 consecutive days and the enforcing official determines that the delays were unnecessary, or if demolition has commenced and the work continues for a period of more than 30 consecutive days beyond the anticipated completion date indicated on the permit application, or upon completion of the demolition work in accordance with the permit issued. The enforcing official may authorize one or more extensions of the permit provided the enforcing official determines that the owner, agent or person with control of the property subject to demolition has demonstrated the ability to complete the work in a timely and workmanlike manner.

~~(197 Code, § 150.808) (Ord. 42-96, passed 9-17-96) Penalty, see § 154.999~~

~~Cross-reference:~~

~~—Plumbing Code, see §§ 150.015 et seq.~~

~~—Private sewage systems; compliance with recommendations, see § 51.33~~

§ 154.143 ADMINISTRATION AND ENFORCEMENT.

(A) ~~Enforcing officer. The Public Works Director~~ enforcing officer / enforcing official of this chapter shall be as designated by the City Manager. The enforcing officer is authorized to issue orders to prevent and stop violations, to enforce and administer the provisions of this chapter. ~~The Public Works Director~~ enforcing official may be assisted by any personnel as the City Manager may authorize.

EXHIBIT 'A'

(B) ~~Building p~~**Permits; General.** No building or other structure shall be erected, moved, added to, **enlarged, extended, converted, reconstructed, demolished,** or structurally altered without a **the building permits incidental and necessary to the enforcement of this chapter having been** issued by the enforcing officer, **the issuance of which may be held subject to compliance with any other requirement described within the City of Piqua Codified Ordinances that is deemed applicable to the subject project by the enforcing official.** No building permit shall be issued except in conformity with the provisions of this chapter. **The enforcing official may issue a comprehensive or consolidated permit approving one or more element of work subject to the requirements of this chapter.**

(C) *Certificate of Health Officer.* In every instance where a lot is not serviced with public water or disposal of sanitary wastes by means of public sewers, the application for a building permit shall be accompanied by a certificate of approval by the Health Officer of the proposed method of water supply or disposal of sanitary wastes.

(D) *Special permits; certificate of compliance.*

(1) Upon completion of construction of any improvements as authorized or required by the City Commission for any buildings or uses for which a special permit was granted, the permittee may apply for inspection and partial certification, and upon completion of construction of all improvements, the permittee shall apply to the enforcing officer for a certificate of compliance, which certificate shall not be issued until the enforcing officer has inspected the premises covered by the special permit and has found that all terms, conditions, and requirements of the special permit have been complied with.

(2) If the enforcing officer finds at any time that the terms, conditions and requirements of a special permit have not been complied with, or that any phase thereof has not been completed within the time required under the special permit that time conforming to the time indicated on the building permit, for the specific use, the enforcing officer shall report this fact to the City Commission which may, after a hearing of which the permittee shall be notified, revoke the special permit for failure to comply with the terms, conditions, and requirements, or take any other action as it may deem necessary to obtain compliance.

(E) *Certificate of occupancy permit.* It shall be a violation of this chapter to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure, until an occupancy permit has been issued by the enforcing officer, stating that the proposed use of the building or land conforms to the requirements of this chapter. This provision shall apply to all buildings and uses, except the raising of crops and other agricultural uses.

(F) *Remedies.* If any building or land is used, altered, constructed, enlarged, or any action proposed in violation of the provisions of this chapter or any amendment or supplement thereto, the Law Director, the enforcing officer, any person or any property owner damaged by or subject to damage by the violation in addition to other remedies provided by law, is hereby empowered or authorized to institute appropriate action or proceedings to prevent the unlawful location, erection, construction, reconstruction, alteration, enlargement, change, maintenance, or use.

(G) *Other action.* Nothing herein contained shall prevent the city from taking any other lawful action as is necessary to prevent or remedy any violation.

(H) *Affected parties.* Buildings erected, altered, razed, or converted, or uses carried on in violation of any provision of this chapter are hereby declared to be a nuisance per se. The court shall order the nuisance abated and the owner or agent in charge of the building or land shall be adjudged guilty of maintaining a nuisance per se.

(I) *Fees.* Any application under this chapter for a permit, variance, exception, special use, planned unit development or amendment shall be accompanied by a fee as shall be specified from time to time by the City Commission.

(J) *Separability.* If for any reason any one or more sections, sentences, clauses or parts of this chapter are held invalid, the judgment shall not affect, impair, or invalidate the remaining provisions of this chapter, but shall be confined in its operation to the specific section, sentence, clause, or part of this chapter held invalid. The invalidity of any section, sentence, clause, or part of this chapter in any one or more instances shall not attest or prejudice in any way the validity of this chapter in any other instance.

(K) *Violation.* No person, firm, or corporation shall violate any provision of this chapter or any amendment or supplement thereto.

('97 Code, § 150.204) (Ord. 42-96, passed 9-17-96) Penalty, see § 154.999

ORDINANCE NO. 21-08
AN EMERGENCY ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR
THE CITY OF PIQUA, OHIO FOR THE YEAR 2008

Whereas, Section 5705.38 empowers the municipal legislative authority to pass supplemental appropriations measures as it finds necessary; and therefore:

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

SEC. 1: That supplemental Budget appropriations are made as follows:

	2008 APPROPRIATIONS	2008 SUPPLEMENT	2008 REVISED APPROPRIATIONS
Fund 001 General Fund			
<u>City Commission</u>			
Operation and Maintenance	\$41,023	\$2,712	\$43,735
<u>General Government</u>			
Non Government/Transfers/Refunds	\$0	\$60	\$60
<u>Human Resources</u>			
Personal Services/Administrative Support	\$176,255		\$176,255
Operation and Maintenance	\$45,599		\$45,599
Allocated Expenses	(\$210,473)	\$20,322	(\$190,151)
TOTAL	\$11,381	\$20,322	\$31,703
<u>Transfers</u>			
Transfer to NIT Fund 104	\$146,503		\$146,503
Transfer to Parks Fund 105	\$390,000		\$390,000
Transfer to Safety Fund 106	\$4,006,000		\$4,006,000
Transfer to Pro Piqua Fund 128	\$47,302		\$47,302
Transfer to Building Facility Bonds Fund 248	\$528,794		\$528,794
Transfer to Hotel Debt Service Fund 252	\$360,880		\$360,880
Transfer to GMR Trail Fund 303	\$80,000		\$80,000
Transfer to Golf 409	\$164,665		\$164,665
Transfer to Forrest Hill Mausoleum 110	\$0	\$50,000	\$50,000
Transfer to Swimming Pool Fund 415	\$82,548		\$82,548
TOTAL	\$5,806,692	\$50,000	\$5,856,692
Fund 101 Street Maintenance Fund			
Operation and Maintenance	\$956,687	\$103,872	\$1,060,559
Capital Outlay (including labor)	\$692,000	\$21,600	\$713,600
Fund 103 Street Income Tax Fund			
Operation and Maintenance	\$430,355	\$52,328	\$482,683
Capital Outlay (including labor)	\$748,500	\$40,508	\$789,008
Fund 104 Neighborhood Improvement Team Fund			
Operation and Maintenance	\$120,500	(\$2,500)	\$118,000
Capital Outlay (including labor)	\$20,000	\$2,500	\$22,500
Fund 105 Park and Recreation Fund			
Operation and Maintenance	\$237,318	\$2,500	\$239,818
Non Government/Transfers/Refunds	\$100	\$700	\$800
Fund 106 Safety Fund			
<u>014 Police Department</u>			
Non Government/Transfers/Refunds	\$0	\$10	\$10
Fund 107 Piqua Tree Fund			
Operation & Maintenance	\$1,000	\$19,000	\$20,000
Fund 110 Forest Hill Mausoleum Fund			
Operation & Maintenance	\$0	\$50,000	\$50,000
Fund 113 Distress Set-Aside Fund Piqua Fund			
Operation and Maintenance	\$9,425	\$2,918	\$12,343
Fund 114 Renew Piqua Fund			
Operation and Maintenance	\$9,276	\$2,756	\$12,032
Fund 119 C.H.I.P Program Income Fund			
Operation and Maintenance	\$30,084	\$35,000	\$65,084
Fund 122 Community Development Block Grant Fund			
Operation and Maintenance	\$34,275	\$4,000	\$38,275
Fund 124 Worker's Comp Fund			
Personal Services/Administrative Support	\$225,000	\$50,000	\$275,000

	2008 APPROPRIATIONS	2008 Supplement	2008 Revised
Fund 126 Demolition Defense Fund			
Personal Services/Administrative Support	\$0	\$2,200	\$2,200
Operation and Maintenance	\$0	\$3,000	\$3,000
Non Government/Transfers/Refunds	\$31,500	(\$5,200)	\$26,300
Fund 130 Revolving Loan Fund			
Operation and Maintenance	\$10,500	\$10,000	\$20,500
Fund 401 Eclectic Fund			
Non Government/Transfers/Refunds	\$0	\$100	\$100
Fund 403 Water System			
Operation and Maintenance	\$1,492,412	\$80,000	\$1,572,412
Capital Outlay (including labor)	\$474,000	(\$60,000)	\$414,000
Fund 404 Wastewater System Fund			
Operation and Maintenance	\$914,886	\$53,500	\$968,386
Capital Outlay (including labor)	\$6,282,091	\$178,527	\$6,460,618
Fund 405 Garbage and Refuse Fund			
Operation and Maintenance	\$1,071,297	\$42,500	\$1,113,797
Fund 408 Information Technology Fund			
Operation and Maintenance	\$115,152	\$35,000	\$150,152
Fund 409 Golf Course Fund			
Operation and Maintenance	\$264,501	\$17,100	\$281,601
Capital Outlay (including labor)	\$35,000	(\$15,000)	\$20,000
Non Government/Transfers/Refunds	\$154,627	\$2,000	\$156,627
Fund 415 Swimming Pool			
Non Government/Transfers/Refunds	\$7,796	\$200	\$7,996

SEC. 2: That the sums appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2008. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 3: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 4: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2008 when passed and legally contracted for in conformity by law.

SEC. 5: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$400,000 in the aggregate nor extend past December 31, 2008; except those that are to be reimbursed by federal or state grant programs that were previously approved by this Commission.

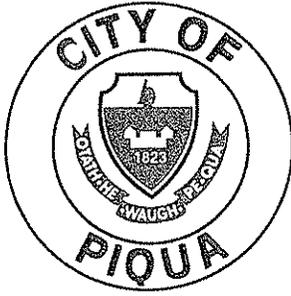
SEC. 6: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 7: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the City may immediately begin unanticipated repairs and capital replacements.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION
AMENDED



FINANCE DEPARTMENT

Cynthia A. Holtzapple – Director of Finance
201 West Water Street • Piqua, Ohio 45356
(937) 778-2065 • FAX (937) 778-1130
E-Mail: choltzapple@piquaoh.org

MEMORANDUM

TO: Frederick E. Enderle, City Manager
FROM: Cindy Holtzapple, Finance Director *CH*
RE: Ordinance 21-08 – Revising 2008 Appropriations
DATE: July 16, 2008



Due to the recent departmental unanticipated repairs and capital replacements, our 2008 expenditures in some departments are anticipated to exceed previously approved appropriations in the near future. In addition, in several funds, unused balances now need to be appropriated for use in 2008. We have reviewed various areas to date and are requesting for Commission approval on the following supplemental 2008 appropriation to meet those needs. Expenditure levels will continue to be reviewed and monitored throughout the upcoming months and any additional adjustments will be requested in the final 2008 appropriation.

I have included a summary listing of the changes so that you could easily identify what is different from the original ordinance. Due to the recent emergency repairs needed in water, I request that the three reading rule be waved and ordinance 21-08 be passed on an emergency basis on July 21, 2008.

Thank you for your consideration. I would be glad to answer any additional questions that you may have.



Ordinance 21-08 Revised Appropriation Comparison to Original

General Fund (001)

Operations and Maintenance City Commission	\$	2,712	Camera Repairs \$200 and Election Fees \$2,512
General Government Non Government/Transfers/Refunds	\$	60	Unclaimed trust writeoff
Human Resources Allocated Expenses	\$	20,322	Correction on Administration Allocation
Transfers from General Fund to other funds Transfer to Forrest Hill Mausoleum (110)	\$	50,000	Mausoleum repairs
Net Increase to General Fund	\$	73,094	

Streets (101)

Operation and Maintenance	\$	103,872	Purchase additional road salt \$60,872 and storm water utility consultant \$43,000
Capital	\$	21,600	Shawnee Pump Station reduction (-\$30,000) to O&M and Paver purchase \$51,600
Total Streets (101)	\$	125,472	

Street Income Tax Fund (103)

Operation and Maintenance	\$	52,328	Street Resurfacing
Capital	\$	40,508	Reduced land purchases (-\$66,500), decrease Ada Ramps (-\$42,000) Hotel Curb \$66,550, Stauton St. Curb \$500 Hotel Surfaces \$40,000, Stauton St. \$12,400 Ash St. Engineering \$26,900 and Environmental \$1,308 25A Choice One \$1,350
Total Street Income Tax (103)	\$	92,836	

Neighborhood Improvement Team Fund (104)

Operation & Maintenance	\$	(2,500)	
Capital	\$	2,500	House Purchase on S. Main
Total NIT (104)	\$	-	

Parks & Recreation (105)

Operations & Maintenance	\$	2,500	Heating Costs of Parks Maintenance building
Non-Government Transfers	\$	700	Tennis Refunds due to class being cancelled
Total Parks (105)	\$	3,200	

Safety (106)

Police Department Non-Government Transfers	\$	10	Refunds
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Tree Replacement Fund (107)

Operation and Maintenance	\$	19,000	Unused balance of donations
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Forest Hill Mausoleum Fund (110)

Operation and Maintenance	\$	50,000	Mausoleum Repairs
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Distress Set-Aside Fund (113)

Operation and Maintenance	\$	2,918	Unused grants
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Renew Piqua Fund (114) Operation and Maintenance	\$	2,756	Appropriate unused balance of donations
C.H.I.P. Program Income Fund (119) Operation and Maintenance	\$	35,000	06 chip grant need additional loans to rental rehab
Community Development Block Grant Fund (122) Operation and Maintenance	\$	4,000	08 formula additions
Worker's Comp Fund (124) Personal Services	\$	50,000	Retro payment addition
Demolition Defense Fund (126) Personal Services	\$	2,200	House Demo by city staff
Operation and Maintenance	\$	3,000	Main St. Demolition
Non Governmental Transfer	\$	(5,200)	Refund used to fund Demolition for the city
Total Demolition Defense Fund	\$	-	
Revolving Loan Fund (130) Operations and Maintenance	\$	10,000	Additional loan availability microenterprise match
Electric Fund (401) Non Government/Transfer/Refunds	\$	100	Refund
Water System (403) Operation and Maintenance	\$	80,000	Slime lagoon \$20,000 and Hail raw water study \$60,000
Capital	\$	(60,000)	Moved money to O&M for Raw water study
	\$	<u>20,000</u>	
Wastewater System Fund (404) Operation and Maintenance	\$	53,500	GIS System \$3,500 and Emergency Screw pump purchase \$50,000
Capital	\$	178,527	Property purchase for Equalization tank
	\$	<u>232,027</u>	
Garbage and Refuse Fund (405) Operation and Maintenance	\$	42,500	Tipping Fee \$13,000 Recycling \$12,500 Full \$17,000
Information Technology Fund (408) Operations and Maintenance	\$	35,000	Consultant for computer conversion
Golf Course Fund (409) Operations & Maintenance	\$	17,100	Cart Batteries \$15,000 & Pearson monument donation \$21,000
Capital	\$	(15,000)	Move to O&M to purchase cart batteries
Non-Governmental Transfer	\$	2,000	Refunds
Total Golf Course (409)	\$	<u>4,100</u>	
Swimming Pool Fund (415) Non-Governmental Transfer	\$	200	Refunds
Overall Total	\$	<u>802,213</u>	

ORDINANCE NO. 22-08

AN ORDINANCE AMENDING SECTION 76.99 OF THE
PIQUA CODE RELATING TO PENALTY FOR VIOLATIONS
OF CHAPTERS 76 AND 78

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: Section 76.99 of the Piqua Code is hereby amended to read as follows
(with deletions lined out and additions underlined):

§ 76.99 PENALTY.

(A)(1) Whoever violates any provision of §§ 76.01, 76.04, 76.06, 76.08 or Schedules I, II,
III, V, or VI of Chapter 78, or whoever aids, abets, or assists therein, shall be fined not less than
\$25 nor more than \$100, except that payment of the following fines with the prescribed time
limitations shall constitute full satisfaction of the penalties provided herein.

- (a) Within seven days of the violation: \$10.
- (b) After seven days of the violation: \$15.
- (c) After 30 days of the violation: \$25.

(2) Whoever violates §§ 76.10, 76.11, 76.16, 76.18 or Schedule VI of Chapter 78, or
whoever aids, abets or assists therein, shall be fined not less than \$50 nor more than \$100,
except that payment of \$25 within seven days of the violation shall constitute full satisfaction of
the penalty provided herein.

(3) Whoever violates any provisions of § 76.17 or whoever aids, abets or assists
therein shall be fined \$100.

(B) The fact that a vehicle which is parked in violation of any provisions of this chapter or
Chapter 78 is registered in the name of a person, firm, or corporation, shall be considered prima
facie proof that the person, firm, or corporation was in control of the vehicle at the time of the
violation.

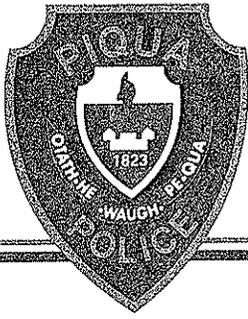
(C) In addition to any other penalty provided for in this chapter, any vehicles owned by a
person, firm, or corporation who has accumulated unsatisfied violations in excess of \$35, or has
accumulated any amount of unpaid parking violations in excess of six months shall be subject to
impoundment at the direction of the Police Department, and may be redeemed only upon full
satisfaction of all outstanding and unpaid violations and impoundment costs.

(D) The provisions of Chapter 76 and Chapter 78 regulating the parking and standing of
vehicles shall not apply to an authorized emergency vehicle or public safety vehicle while the
operator thereof is operating such vehicle in an emergency and/or in the performance of official
duties; provided, however, that the operator of such emergency vehicle or public safety vehicle
shall not create any hazard by the parking of such vehicle. Such vehicles are not exempt from
Section 76.17 or any other related provision regarding Handicapped Parking.

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



PIQUA POLICE DEPARTMENT

100 North Wayne Street • Piqua, Ohio 45356
Phone: (937) 778-2027 • Fax: (937) 778-2008
Emergency Police Dispatch: 9-1-1 • Non-emergency: (937) 440-9911
www.piquaohpd.org • E-mail: policeservices@piquaoh.org



*"An Internationally Accredited
Law Enforcement Agency"*

July 11, 2008

To: Fred Enderle, City Manager
Request for language change to ordinance § 76.99

The Piqua Police Department will begin its Koban partnership program in late July. This program is a partnership between the police and the business community that maintains police presence in the community by assigning police officers to report writing duties at business locations throughout the city. The Koban name comes from the small Japanese community police stations that are located throughout their cities. Koban literally means "police box".

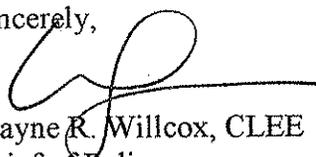
When the officer is inside one of the business Kobans, he/she will save gasoline because the cruiser will be shutdown for a minimum of twenty minutes. In addition to saving gasoline, this program will keep the officers in contact with the community.

While at a Koban, the officer may have to respond to emergency or urgent calls, so it is necessary that the police cruiser is parked in close proximity. Furthermore, we would want the police cruiser to remain highly visible to the public, while the officer is in the Koban. In many cases, the most appropriate available location will be a fire lane or other restricted parking area, however, the police vehicles would not be parked in handicap spaces for any purpose.

While it is generally accepted that public safety vehicles may, under appropriate circumstances, park in restricted parking areas, I am requesting a language addition to §76.99 so that there is no confusion about the legality of the situation when a police vehicle is parked in violation of chapter 76 or chapter 78. At the present time, there is no language within the Piqua City Code that exempts police vehicles from the parking regulations and there are many circumstances where it is a practical necessity for the police vehicle to park in technical violation of the city code. I am sure the Commission did not intend to have the parking regulation enforced on police vehicles on official business.

I believe that the language proposed by the Law Director will rectify this matter.

Sincerely,


Wayne R. Willcox, CLEE
Chief of Police



RESOLUTION NO. R-82-08

**A RESOLUTION AWARDING A CONTRACT FOR
THE PURCHASE OF A FIRE ENGINE FOR THE FIRE
DEPARTMENT**

WHEREAS, the present operations of the City require the purchase of a fire engine for the Fire Department; and

WHEREAS, after solicitation of bids, bids were opened resulting in receiving one bid as listed in Exhibit "A" attached hereto;

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: A contract for the purchase of a fire engine from Finley Fire Equipment Company is hereby approved as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director is hereby authorized to draw her warrants on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$399,432.00.

SEC. 3: The Finance Director is hereby authorized to proceed with financing of the Fire Engine upon the time in which the City is to take delivery.

SEC. 4: 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



PIQUA FIRE DEPARTMENT

Gary L. Connell – Chief
 229 West Water Street • Piqua, Ohio 45356
 Administration (937) 778-2013 • FAX (937) 778-2019
 E-Mail: gconnell@piquaoh.org

To: Chief Connell

From: Engine Specification Committee

Date: 5-19-2008

Subject: Committee Approval of Bid (IFB No. 8008)

Chief Connell,

The Committee has reviewed the Fire Engine bid received from Pierce Manufacturing Co. (IFB No. 8008). The language and items presented will cover the requirements put in the specifications for the Engine. The price received was under the amount put forth in the 2008 budget. The purchasing analyst had trips for inspection put in as an option listing. The listing as stated for trips was with air fare. I called the representative for pricing on driving to the inspection site for approval and received a quote for a cheaper option.

The committee has put together the pricing, exercising options and deducts as means necessary to remain under the budgeted amount for the Engine. The pricing breakdown is listed as the following with the updated attachment for the inspection trip(s).

Engine cost per Specifications	\$399,851.00	
Deduct for 370 hp Cummins	\$(3,010.00)	
Trips – driving (2) for inspection 2 personnel	\$1,150.00	per attachment from Finley Fire
Rear view color camera	\$1,441.00	
<hr/>		
Total cost to Purchase Engine	\$399,432.00	

The committee has put forth this as the amount needed to cover the purchase of the Engine. This Engine will serve the Citizens of Piqua and the Piqua Fire Department for a period of approximately 25 years. The committee has researched Pierce Manufacturing and the product that they put in service and have found Pierce to be a very reputable apparatus manufacturer.

Thank you for allowing us, the engine spec committee, to research for this acquisition. The committee has put forth a great deal of time and effort to have the best possible bid put before the city for consideration.

The Engine Specification Committee



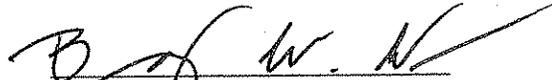
Capt. Brent Pohlschneider



Kevin Ganger - Firefighter



Jim Stein - Firefighter



Bradley Weer - Firefighter



PIQUA FIRE DEPARTMENT
CHIEF GARY CONNELL



MEMO

To: Fred Enderle, City Manager
From: Gary Connell, Fire Chief
Date: June 4, 2008
Subj: Purchase of Fire Engine

▲▲▲▲ FIRE LINE - DO NOT CROSS ▲▲▲▲

Fred,

As you are aware of we opened bids for our proposed new fire engine on May 9th. We only had one bidder (Findley Fire Equipment) on a Pierce Model Fire Engine per our specs.

I have attached a copy of the recommendations by our Engine Specification Committee to this memo. As you can note it shows a reduction in engine size to a 370 hp Cummins engine at a cost deduction of \$3,010. and using the driving option rather than flying to save cost for inspection trips. Also this will allow us to add the back-up camera and still remain under budget.

Please review this material and let me know what you think. I would like to get this on the agenda for the commission approval as soon as possible.

Thank you for your consideration.

Gary

RESOLUTION NO. R-83-08

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT FOR HARDMAN
FIELD BETWEEN THE CITY OF PIQUA AND THE PIQUA
CITY SCHOOL DISTRICT**

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

SEC. 1: The City Manager is hereby authorized to enter into a lease agreement for Hardman Field (attached as Exhibit "A") with the Piqua City School District for a period of fifty (50) years. The rental fee for this lease shall be \$1.00 per year.

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

Exhibit "A"
HARDMAN FIELD
LEASE AGREEMENT

THIS LEASE AGREEMENT (herein "Lease"), is made by and between The City of Piqua, an Ohio Municipal Corporation (herein "City") whose address is 201 West Water Street, Piqua Ohio 45356 and The Piqua City School District, (Tenant), whose address is 719 E. Ash Street, Piqua Ohio 45356;

§1 PREMISES.

City, in consideration of the payments to it by Tenant of the rents herein contained, which Tenant agrees to timely pay, and in consideration of the performance by Tenant of the covenants hereinafter provided, which Tenant agrees to fully and promptly perform, does hereby lease to Tenant:

The real estate identified in Miami County, Ohio with Property Identification Number N44250012, as depicted in the Boundary Survey Map attached hereto as Exhibit A , and including all the land, building and improvements together with all easements and appurtenances belonging or in any way appertaining thereto, whether public or private, and all rights of City in and to any public or private thoroughfares or roadways abutting the above described property are hereinafter referred to as the "Leased Premises" or "Premises".

§2 INITIAL TERM.

The Initial Term of this Lease shall begin on the Commencement Date and shall be for a period of fifty (50) years from the Rent Commencement Date (described below). Notwithstanding the foregoing, the Commencement Date of this Lease shall be the date City delivers possession of the Premises to Tenant.

§3 IMPROVEMENTS TO LEASED PREMISES.

Tenant agrees to accept the Premises in its present "as-is" condition, subject to the representations and warranties contained in this Lease.

§4 LEASE PAYMENT

Beginning on the Rent Commencement Date, Tenant agrees to pay Landlord as annual rent One dollar (\$1.00). The Lease payment shall be payable by Tenant to City at the Piqua Municipal Complex, Office of the City Manager, 201 West Water Street.

§5 UTILITIES; SERVICES.

Tenant, at its sole cost and expense shall be responsible for providing the Leased Premises with all utilities and services, including janitorial and landscape services.

§6 REPAIR AND CARE OF PREMISES.

Tenant shall, at its expense, maintain the Leased Premises and buildings and improvements and appurtenances thereto, in as good order and condition as at the commencement of this Lease, reasonable use and ordinary wear and tear excepted; and Tenant shall make any and all repairs, replacements and improvements, foreseen or unforeseen, necessary for such purpose. Tenant shall not call upon City to make any such repairs or replacements, this being a net lease and the intention of the parties being that the rental to be received by City shall be free of any expense in connection with the care, maintenance, operation or repair of the Premises or of the improvements and appurtenances located thereon; provided, however, that Tenant shall not be required to make any structural or capital repairs to the Premises during the final year of any Lease term unless Tenant (and as the case may be, the City and Tenant mutually agree and consent) has exercised its option to renew the Lease for an additional term.

In the event that Tenant terminates this lease, any or all said structures, appurtenances, equipment and signs or affixed to the structures and Premises may, at City's sole option, be considered abandoned by the Tenant and become the property of the City.

§7 ALTERATIONS AND CAPITAL IMPROVEMENTS.

Tenant shall have the right to make such alterations or capital improvements to the Premises as Tenant deems necessary; provided, however, that Tenant shall make no structural alterations or improvements reasonably estimated to cost more than one hundred thousand dollars (\$100,000.00) nor exterior alterations which attach, affix or deface the exterior of the Premises without the prior approval of City, which approval shall not unreasonably be withheld. City shall have no obligation to reimburse Tenant for any cost of alterations or capital improvements.

Tenant shall also have the right to install, attach, affix or otherwise place in or upon the Premises any and all structures, appurtenances, equipment and signs deemed by it to be necessary for its proper use of the Leased Premises provided conformance with all applicable laws and regulations.

In the event of termination or expiration of this lease, any or all said improvements, structures, appurtenances, equipment and/or signs affixed to the structures and Premises may, at City's sole option, be considered abandoned by the Tenant and become the property of the City.

§8 RIGHTS RESERVED TO CITY

City shall have the following rights exercisable with notice and without liability to Tenant:

- (a) To have access to the Leased Premises at reasonable times and for reasonable purposes provided City notifies Tenant at least twenty-four (24) hours prior to City's coming onto the Leased Premises. However, City should not be required to give such prior notice in the event of an emergency.
- (b) To utilize the Leased Premise for public events, subject to availability of the facility at no cost to the City. However, City shall be responsible for the cost of electric use for field lighting.

§9 INSURANCE.

(a) Tenant shall keep the Premise at all times insured against loss by fire or other casualty under an "All-Risks" policy of insurance in an amount equal to its replacement cost or pursuant to an "agreed amendment" endorsement and which also includes loss of rents coverage. Tenant shall at all times and at its costs maintain public liability insurance on the Leased Premises with minimum amounts of \$ 1 million combined single limit with a \$ 3 million aggregate. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of City and Tenant and in conformity with the then prevailing custom of insuring liability in the State of Ohio. City may also maintain umbrella liability insurance in a reasonable amount as determined by City. Upon request, Tenant shall deliver copies or certificates of insurance to evidence coverage.

(b) Tenant shall at all times and at its cost maintain comprehensive general liability insurance (including contractual liability and broad form property damage coverage) on the Leased Premises with limits of \$1 million combined single limit with a \$ 3 million aggregate. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of City and Tenant and in conformity with the then prevailing custom of insuring liability in the State of Ohio. Such liability policies shall carry both the names of City and Tenant as the named insured and Tenant shall provide City with a Certificate of Insurance to evidence coverage.

(c) Each party hereto, on its own behalf and on behalf of its respective property insurers, hereby waives all liability and corresponding rights of subrogation against the other to the extent that the party suffering any loss is or would be insured by business interruption insurance or by an "All-Risk" policy of property insurance in the amount of the replacement value of the property owned by the respective party.

§10 WARRANTY OF QUIET ENJOYMENT.

Tenant, upon paying the rents and keeping and performing the covenants of this Lease to be performed by Tenant, shall peacefully and quietly hold, occupy and enjoy said Premises during said term or any renewal thereof without any let, hindrance or molestation by City or any persons lawfully claiming under City.

§11 ASSIGNMENT AND SUBLETTING.

- (a) Tenant shall not voluntarily assign or sublet all or any portion of its interest in this Lease or in the Leased Premises without obtaining the prior written consent of City, which consent may not be unreasonably withheld or delayed. Any such attempted assignment or subletting without such consent shall be null and void and of no effect.
- (b) Tenant may enter into field use agreements with local youth baseball organizations, which share or reimburse Tenant expenses for maintaining or operating the premise through cash or in-kind contributions, without the consent of the City.

§12 FIRE OR OTHER CASUALTY.

(a) Should the structures located on the Lease Property be damaged or destroyed by any cause and such damage or destruction be of such a nature that it may be repaired or restored within a period of one year after the occurrence, then this Lease shall not terminate but it shall be the obligation of Tenant to repair or restore the Premise as nearly as possible to its condition prior to such damage or destruction and the Tenant shall proceed promptly to make such repairs or restoration. Should the damage or destruction be of a character that will not, in an independent engineer's or contractor's reasonable estimate, permit repair or restoration of the Leased Premises, within the period of one year after the occurrence thereof, Tenant shall notify City within thirty (30) days after the occurrence. In the event that it is determined that restoration cannot occur within the one year period, then the City shall have the right to cancel the unexpired term of this Lease upon giving written notice to Tenant within thirty (30) days after receipt of such notice. In the event that City does not cancel the unexpired terms of the Lease aforesaid, Tenant shall repair and restore the Premise as set forth above.

§13 EMINENT DOMAIN.

If less than the whole of the Leased Premises or any structures thereon shall be taken by any public authority under the power of eminent domain, (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation) but Tenant can continue to operate its business, this Lease shall not terminate.

If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation), or less than the whole of the Lease Premises shall be so taken or transferred but Tenant in its reasonable discretion does not believe it can continue to operate its business, then the term of this Lease shall cease as of the day possession shall be taken by such public authority. The entire amount awarded for any total or partial taking under the power of eminent domain including, but not limited to, any award for consequential damages, shall belong to and be the property of the City, and Tenant hereby assigns to City all of Tenant's rights to any portion thereof, except any award made for the loss of its leasehold interest, made solely to compensate Tenant on account of Tenant's interruption of

business, Tenant's cost of moving to a different location, and the replacement cost or removal cost of Tenant's equipment and personal property, which shall be the property of Tenant.

§14 WAIVER.

No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants and agreements hereof.

§15 REMOVAL OF FIXTURE AND EQUIPMENT.

Tenant shall have the right at any time to remove any of their fixtures or equipment from the Leased Premises, provided, however, that any damage to the Leased Premises or structure caused by the removal of said fixture or equipment shall be repaired. However, any capital improvement, as provided in §7 herein, that becomes a fixture shall not be removed without the consent of the City.

§16 NOTICES.

All notices required under this Lease to be given to Tenant may be given to it at Superintendent, Piqua City School District, 719 E. Ash Street, Piqua Ohio 45356 or such other place as Tenant may designate in writing. Any such notice to be given to City under this Lease shall be given to it at: City Manager; City of Piqua; 201 West Water Street; Piqua, Ohio 45356, or at such other place as City may designate in writing. All notices shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested. Notice shall be effective when received or if mailed, on the third (3rd) day after being mailed.

§17 SUBORDINATION, NON-DISTURBANCE.

With respect to future mortgage lenders, Tenant shall not be required to subordinate the priority of its lease or attorn to such lender unless: (i) such lender agrees to execute a reasonable non-disturbance agreement that will prevent such lender from terminating the Lease as long as Tenant is not in default hereunder; and (ii) provides loan proceeds which will be used in connection with the Leased Premises and any structures thereon.

§18 COOPERATION

The City and Tenant understand and recognize that mutual cooperation and assistance will be needed to properly implement the provisions of this Lease. Each party agrees to cooperate with the other to the extent reasonably necessary or desirable to effectuate the provisions of this Lease.

§19 RISK OF LOSS TO PERSONAL PROPERTY.

All fixtures installed by Tenant and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the Leased Premises belonging to Tenant, shall be at Tenant's sole risk

and City shall not be liable for any damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless City's employee, agents or independent contractors negligence was the sole proximate cause of such damage or loss.

§20 REDELIVERY OF PREMISES.

Tenant shall, on the expiration of this Lease, deliver up the Leased Premises good condition as it now is or may be put by City, free of all hazardous or toxic materials used, placed, or stored in the Leased Premises by Tenant, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty, condemnation or appropriation excepted.

Tenant, at any time during the Lease period, may voluntarily terminate this lease for any reason, provided Tenant provides one (1) calendar year's notice to the City prior to the effective date of the termination.

§21 EXAMINING AND EXHIBITING PREMISES.

Within six (6) months from the date of the expiration of the Lease, City or its authorized agent shall have the right to enter the Leased Premises at all reasonable times after twenty-four (24) hours advance notice for the purpose of exhibiting the same to prospective tenants.

§22 CLEANLINESS OF PREMISES.

Tenant will keep the interior and exterior of the Leased Premises in a safe, clean condition and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises.

§23 SIGNS.

Tenant may install a sign or signs on the Leased Premise provided it obtains all necessary permits from government authorities, and provided that any signs affixed to any structure do not in anyway damage the structures.

§24 INTERRUPTION OF SERVICE.

City does not warrant that any utility service or other services to be provided by City will be free from interruption due to causes beyond City's reasonable control. In the event of temporary interruption of services or unavoidable delay in the making of repairs the same shall not be deemed an eviction or disturbance to Tenant's use and possession of the Leased Premises nor render City liable to Tenant for damage by abatement of rent or otherwise nor shall the same relieve Tenant from performance of Tenant's obligations under this lease.

§25 DEFAULTS AND REMEDIES.

(a) Defaults by Tenant. The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

- (1) Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from City; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time.

(c) Remedies. Upon the occurrence of any event of default set forth herein, City shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant: City upon notice to Tenant may terminate this Lease as of the date of such default, in which event; (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to City; (ii) City may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which City may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Tenant will remain liable to City for damages in an amount equal to the rent and other sums that would be owing by Tenant under this Lease.

§26 BROKERS.

City and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Leased Premises. Each of them will indemnify the other against and hold harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Leased Premises.

§27 AUTHORITY.

The persons executing this Lease on behalf of City hereby covenant and warrant that: City is a duly constituted political subdivision of the State of Ohio; and such persons are duly authorized by law and its City Commission to execute and deliver this Lease on behalf of the City.

§28 SEVERABILITY.

If any clause or provision of this Lease is illegal, invalid or unenforceable, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause as a provision as may be possible and be legal, valid and enforceable. If such invalidity is, in the sole determination of City,

essential to the rights of both parties, City has the right to terminate this Lease on written notice to Tenant.

§29 FORCE MAJEURE.

Neither party shall be liable to the other for breach of this Lease if the breach is caused by circumstances beyond its reasonable control, including, without limitation, acts of God; fire, flood, earthquake or other natural disaster, war, riot or civil disobedience; governmental action or inaction, and strikes, lockouts, picketing or other labor dispute.

§30 TIME IS OF THE ESSENCE

Time is of the essence with regard to the terms and provisions of this Lease.

§31 INDEMNIFICATION.

(a) Tenant does hereby agree to indemnify, defend and save harmless City from all losses, costs, damages and expenses (including fines, penalties, and attorneys' fees) resulting from any claim, demand, liability, obligation, right or cause of action, including, but not limited to, governmental action (collectively, "Claims") that are asserted against or incurred by City or the Premises (a) as a result of Tenant's breach of this Lease or any representation, warranty, or covenant hereof; or (b) arising out of the operations or activities or presence of Tenant, its employees, representatives, agents, contractors or customers at the Premises ("Tenant's Indemnified Matters").

(b) City does hereby agree to indemnify, defend and save harmless Tenant from all Claims that are asserted against or incurred by Tenant or the Premises (a) as a result of City's breach of this Lease or any representation, warranty or covenant hereof; (b) arising out of the operations or activities or presence of the City or any other person or party, other than Tenant, its employees, representatives, agents or contractors, at the Premises prior to the date of this Lease; or (c) arising from environmental conditions or violations or Environmental Laws at the Premises, including, without limitation, the presence of Hazardous Substances at, on, or under the Premises, providing that such environmental condition or violation was based on something other than Tenant's Indemnified Matters. City hereby waives and releases Tenant from any and all Claims, known and unknown, foreseen or unforeseen, which exist or which may arise under common or statutory law, including CERCLA or any other statutes now or hereafter in effect, other than those arising as the result of Tenant's indemnified Matters.

§32 LANDLORD'S WARRANTIES.

City covenants and warrants the following:

(a) City has full right to make this Lease and carry out its obligations hereunder, and City has duly and validly authorized the execution and delivery of this Lease and any other documents contemplated by this Lease.

(b) To the best of City's knowledge, neither the execution and delivery of this Lease, nor the performance by City of any acts contemplated hereby, will violate the terms and conditions of the organizational documents of City or any contracts or agreements to which City is a party or to which the Premises are subject;

(c) As of the Commencement Date, the Premises shall be owned by City in fee simple, free of any liens, restrictions and encumbrances (except as contained herein, recorded in the public records of the County in which the Premises is located or disclosed to Tenant in writing);

(d) City has no notice of violations relating to the Leased Premises from any governmental agency, except as disclosed to Tenant in writing.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the _____ day of _____, 2008.

WITNESS:

Landlord:

City of Piqua

By: _____

Frederick E. Enderle, City Manager

Date: _____

WITNESS:

Tenant:

Piqua City Schools

Date: _____

APPROVED AS TO FORM:

Stacy Wall
Law Director

RESOLUTION NO. R-84-08

**A RESOLUTION AWARDING A CONTRACT TO
MOBILETEK CONSULTING FOR THE PURCHASE
OF COMPUTER LAPTOPS FOR THE POLICE AND
FIRE DEPARTMENTS**

WHEREAS, on January 7, 2008, this Commission passed Resolution No. R-6-08 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the purchase of computer laptops for the Police and Fire Departments; and

WHEREAS, after proper advertisement, bids were opened resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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: A contract with MobileTek Consulting as the lowest, responsible bidder for said project is hereby approved and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$51,063.00;

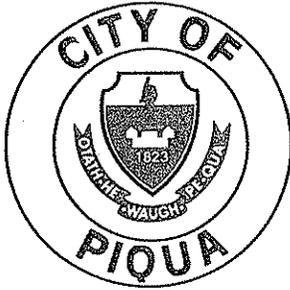
SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



CITY OF PIQUA, OHIO

201 West Water Street • Piqua, Ohio 45356
www.piquaoh.org

MEMORANDUM

TO: Frederick E. Enderle, City Manager
FROM: Beverly M. Yount, Purchasing Analyst *BM*
RE: Police & Fire Departments Computer Laptops Proposal
DATE: July 16, 2008

+++++

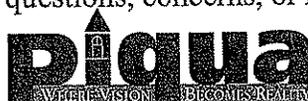
Invitations for bids on the purchase of Panasonic Toughbook Computer Laptops for the Police & Fire Departments were sent out on June 28, 2008 to 4 companies. I worked with Deputy Chief Bruce Jamison and Captain Brent Pohlschneider on the needs and specifications of their respective departments. We advertised our need for bids in the Piqua Daily Call as well as on our City's website. Our bid opening was held on July 11, 2008. Four bids were received from the following companies: MobileTEK Consulting, Insight Public Safety, Brekford International and Howard Industries. We also had one bid submitted too late for consideration from Business Services.

We included three laptop models with mounting stations and optional two year warranties for pricing comparisons. The Fire Department has requested to include the warranty with their purchase because they pull their laptops in and out of their vehicles several times daily. However, the Police Department felt the warranty was not necessary for them because they only pull their laptops out if service is needed on them. (See item # 9 on the bid tabulation)

I have attached the bid tabulation for your review which shows MobileTEK Consulting is the lowest bidder with the options needed. Items # 1-6 are for the Fire Dept. and items # 7-9 are for the Police Dept. The total purchase cost will be \$51,063.00 with \$26,874.00 allocated to Police and \$24,189.00 being allocated to Fire. Laptops were budgeted at \$30,000 for Police and \$26,000 for Fire in 2008.

It is requested that this item be placed on the July 21st Piqua City Commission Meeting Agenda for approval.

Please let me know if you have any questions, concerns, or need further clarification.



Bid Tabulation for IFB 8013 Computer Laptops

Opened 7/11/08 at 2:00 p.m.

	MobileTEK Consulting	Insight Public Safety	Brekford International	Howard Industries
1. Panasonic Laptops CF19 Fully Ruggedized				
Price Each	3,100.00	3,111.00	3,072.00	3,477.00
Total Price for 4 units	12,400.00	12,444.00	12,288.00	13,908.00
2. Mounting station for # 1	811.50	900.85	875.00	932.00
Total Price for 4 units	3,246.00	3,603.40	3,500.00	3,728.00
3. Two year warranty for # 1	170.00	410.00	385.00	328.00
Total Price for 4 units	680.00	1,640.00	1,540.00	1,312.00
4. Panasonic Laptops CF30 Fully Ruggedized				
Price Each	3,063.00	3,030.00	2,995.00	3,385.81
Total Price for 2 units	6,126.00	6,060.00	5,990.00	6,771.62
5. Mounting station for # 4	698.50	917.22	885.00	954.00
Total Price for 2 units	1,397.00	1,834.44	1,770.00	1,908.00
6. Two year warranty for # 4	170.00	410.00	385.00	308.00
Total Price for 2 units	340.00	820.00	770.00	616.00
7. Panasonic Toughbook CF30FTSAZAM Fully Ruggedized				
Price Each	3,637.00	3,434.00	3,395.00	3,837.37
Total Price for 6 units	21,822.00	20,604.00	20,370.00	23,024.22
8. Mounting station for # 7	842.00	1,048.12	1,005.00	980.00
Total Price for 6 units	5,052.00	6,288.72	6,030.00	5,880.00
9. Two year warranty for # 7	170.00	410.00	385.00	328.00
Total Price for 6 units	1,020.00	2,460.00	2,310.00	1,968.00
ITEM # 9 IS NOT INCLUDED IN THE TOTAL PRICE LISTED BELOW				
TOTAL	51,063.00	53,294.56 (2,231.56)	52,258.00 (1,195.00)	57,147.84 (6,084.84)

RESOLUTION NO. R-85-08

**A RESOLUTION AWARDING A CONTRACT
FOR PROFESSIONAL SERVICES TO KLEINGERS &
ASSOCIATES TO PERFORM THE INTERSECTIONS
IMPROVEMENT STUDY**

WHEREAS, on January 7, 2008, this Commission passed Resolution No. R-6-08 authorizing the City Purchasing Analyst to advertise for bids, according to law, for Professional Services to perform the Intersections Improvement Study; and

WHEREAS, after proper advertisement, bids were opened, resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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: A contract for said professional services to perform the Intersections Improvement Study is hereby awarded to Kleingers & Associates as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract agreement attached hereto as (Exhibit "A");

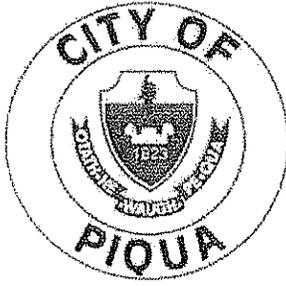
SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$39,260;

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



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

July 15, 2008

MEMORANDUM

TO: Frederick E. Enderle, City Manager

Cc: Thomas R. Zechman, Public Works Director
 Amy Havenar, City Engineer

RE: Request for Authorization to Secure Professional Services to Perform Intersections Improvement Study

The recently adopted *Plan It Piqua 2007 Comprehensive Plan Update* document included a series of recommended objectives and strategies aimed towards addressing various concerns identified within the Plan. One such concern noted in the Plan is the “public perception is that there are a number of unwarranted traffic signals in town”. The Plan acknowledges the many undesirable side effects an unwarranted traffic signal may cause - excessive delays, disobedience of signals, increase in accidents, diversion of traffic to inadequate alternate route – not to mention the perpetual operation and maintenance cost and inconvenience to the public – and advances a recommendation that the concern be further investigated. In anticipation of this recommendation being advanced, \$40,000 was allocated in the in the 2008 budget for the purpose of hiring a consulting firm to study this concern.

In early June a request for proposal (RFP) was mailed to eight (8) consulting firms believed to be capable of providing the necessary professional services. In response to the RFP three (3) proposals were received.

Following a review of each of the proposals received, the project technical advisory committee (TAC), City Engineer - Amy Havenar, Public Works Director - Tom Zechman, City Planner - Chris Schmiesing, Assistant City Manager - Harry Bumgarner, and City Manager - Fred Enderle, concluded that each of the proposals submitted were responsive to the requested scope of services outlined in the RFP document. Subsequently, representatives from Kleingers & Associates were interviewed by the TAC and the firm was identified as the preferred consultant for this project.

The following table provides a summary of the three proposals received.

Kleingers & Associates	West Chester, OH	\$39,260
LJB	Dayton, OH	\$49,650
TEC Engineering, Inc.	Dayton, OH	\$51,851

Included in the scope of the study are twenty-six (26) intersections located throughout the city (the specific locations are identified in the enclosed material). Twenty-one (21) of the intersections to be studied are signalized and the remaining five (5) are controlled by stop signs.

July 15, 2008

RE: Request for Authorization to Secure Professional Services to Perform Intersections Improvement Study

The specific goals of the study include:

- Conducting research of historical traffic and land development records to establish a "best guess" supposition regarding the rationale for the original installation of the current traffic control device being utilized at each intersection to determine how well the rationale measures up to current standards and practices; and, compare and contrast the historical data to current and projected trends to establish changes that may have or are anticipated to occur, which may influence the recommendations of this study.
- Positively identifying the warrant status of the existing traffic control devices being utilized at each location and identifying the traffic control device and incidental improvements that will enhance the functionality, level of service, and level of safety of each intersection.
- Fully assessing the existing design characteristics of the physical improvements found at each location, and identifying any existing deficiencies or opportunities regarding the geometric configuration and functionality of the intersection.
- Fully assessing the physical characteristics of the built environment surrounding each location to identify any existing deficiencies or opportunities regarding coordination between the use of the buildings, landscaping, public spaces, sidewalks, streets, bike lanes/trails, on-street and off-street parking, and the like.
- Provide alternative recommendations for modifications specific to each intersection in consideration of the findings and determinations of the above items.
- Estimate the cost to implement the alternative improvements for each intersection, including the demolition and or removal of existing improvements, and the construction and or installation of any new improvements.
- Provide all documentation, completed forms, and analysis necessary, and a strategy for the implementation of the traffic control device removal, modification, or enhancement recommendation selected for each intersection by the City.

At this time the TAC respectfully request authorization to execute the enclosed Agreement for Professional Services necessary to complete this project.

Sincerely,

Chris Schmiesing

Chris Schmiesing
City Planner

Enc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, _____, ("Effective Date") between
the City of Piqua, a municipal corporation in the State of Ohio, ("CITY")

and

Kleingers & Associates, Inc., ("CONSULTANT");

CITY intends to secure professional consulting services for:

The preparation of an "Intersections Improvements Study", ("PROJECT").

CONSULTANT has been retained by CITY to provide services under this Agreement for PROJECT.

CITY and CONSULTANT agree as follows:

1. CONSULTANT'S SERVICES

- 1.1. CONSULTANT shall provide the Services set forth herein and in **EXHIBIT A**.
- 1.2. Upon this Agreement becoming effective, CONSULTANT is authorized to begin services as set forth in **EXHIBIT A**.
- 1.3. If authorized in writing by CITY, and agreed to by CONSULTANT, then CONSULTANT shall perform services beyond the initial scope of this Agreement for additional compensation and an equitable adjustment of the time in which to provide services.
- 1.4. None of the Services covered by this Agreement shall be subcontracted, except as set forth herein; without prior written approval of CITY. Any Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. COMPENSATION

- 2.1. CITY shall pay CONSULTANT for services rendered under this Agreement as follows:
- 2.2. A Lump Sum amount of \$39,260.00
- 2.3. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 2.4. The portion of the Lump Sum amount billed monthly for CONSULTANT's services will be based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- 2.5. Payment shall be processed monthly and is due within 60 days of receipt of invoice. Accounts outstanding past 60 days every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

- 2.6. All invoices shall contain the City Purchase Order Number ("PO#"). Failure to include PO# _____ will prevent timely payment in accordance with the terms of this Agreement and will not subject CITY to CONSULTANT's finance charge for late payment.

3. CITY'S RESPONSIBILITIES

- 3.1. Provide full information as to his requirements for the PROJECT prior to commencement of work on the PROJECT;
- 3.2. Assist CONSULTANT by placing at his disposal all available information pertinent to the PROJECT;
- 3.3. Authorize and guarantee access to and make all provisions for CONSULTANT to enter upon private property as required to perform his services under this Agreement;
- 3.4. Give prompt written notice to CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect or problem in the PROJECT or other event that may substantially affect CONSULTANT performance of services under this Agreement;
- 3.5. Promptly compensate CONSULTANT for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
- 3.6. CITY will promptly review and act on all submissions made to him by CONSULTANT.

4. TIMES FOR RENDERING SERVICE

- 4.1. The time period for the performance of CONSULTANTS's services shall be 6 months from receipt of Authorization to Proceed and shall generally follow the milestone schedule included in **EXHIBIT B**.
- 4.2. CONSULTANT's services under this Agreement will be considered complete when all deliverables set forth in **EXHIBIT A** are submitted to CITY.

5. STANDARD OF CARE

CONSULTANT agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1. The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY, its officers, directors, and employees (collectively, CITY) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.
- 6.2. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CITY's negligent acts in connection with the PROJECT and the acts of its contractors, subcontractors or consultants or anyone for whom the CITY is legally liable.

- 6.3. Neither the CITY nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 6.4. Notwithstanding the foregoing, in recognition of the relative risks and benefits of the PROJECT to both the CITY and the CONSULTANT, the risks have been allocated such that the CITY agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CITY for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CITY shall be the remainder of the CONSULTANT's insurance proceeds up to the greater of: \$ 500,000.00 or the CONSULTANT's total fee for services rendered under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

8. TERMINATION OF CONTRACT

- 8.1. In the event of termination of this Agreement by either party, the CITY shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement. The CITY may terminate this Agreement for the CITY's convenience and without cause upon giving the CONSULTANT not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
- 8.1.1. Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party;
- 8.1.2. Assignment of this Agreement or transfer of the PROJECT by either party to any other entity without the prior written consent of the other party;
- 8.1.3. Suspension of the PROJECT or the CONSULTANT's services by the CITY for more than ninety (90) calendar days, consecutive or in the aggregate;
- 8.1.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the PROJECT, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;
- 8.2. In the event of any termination that is not the fault of the CONSULTANT, the CITY shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

9. DISPUTE RESOLUTION

- 9.1. In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CITY and the CONSULTANT agree that all disputes between them arising out of or in relation to this Agreement or the PROJECT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CITY and the

CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution.

- 9.2. If mediation fails, CITY and CONSULTANT agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof.

10. OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by CONSULTANT pursuant to this Agreement are the instruments of CONSULTANT's professional service, and CONSULTANT shall retain an ownership and property interest therein. CONSULTANT grants CITY a revocable license to use instruments of CONSULTANT's professional service for the purpose of constructing, maintaining, or operating the PROJECT. Reuse or modification of any such documents by CITY, without CONSULTANT's written permission, shall be at CITY's sole risk, and CITY agrees to indemnify and hold CONSULTANT harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by CITY or by others acting through CITY.

If a public records request is made, CITY shall immediately notify CONSULTANT and jointly determine if the document should be released. CITY is not liable for the CONSULTANT's costs of litigation if CONSULTANT maintains the document is not a public record and not subject to release.

11. FREE PUBLICITY

CONSULTANT has the right to photograph the PROJECT and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, CITY agrees to provide reasonable access to the facility. CITY also agrees to cite the name of CONSULTANT as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. CITY permits CONSULTANT to place temporary jobsite signs on the site that advertise the consultant.

12. USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by CITY are limited to printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to CITY are only for the convenience of CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems of computer hardware differing from those in use by CONSULTANT at the beginning of this assignment.

13. OPINIONS OF COST

When included in CONSULTANT's scope of services, opinions or estimates of probable construction cost are prepared on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgment as a professional generally familiar with the industry. However, since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market

conditions, CONSULTANT cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from CONSULTANT's opinions of probable construction cost.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. SEVERABILITY

If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

16. ASSIGNMENT OF AGREEMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the CONSULTANT shall not be considered an assignment for purposes of this agreement.

17. INSURANCE

CONSULTANT, at its sole cost and expense, shall endeavor to procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars (\$1,000,000.00) for liability for acts of the Consultant or its agents and/or employees. The City of Piqua shall be an additional named insured. Proof of coverage shall be provided to the City of Piqua.

18. NOTICE

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

19. CONFLICT OF INTEREST

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

19.2. CONSULTANT agrees that it will not contract with any sub-consultant in which it has any personal interest, direct or indirect. CONSULTANT further agrees that in the performance of this Agreement, no person having any conflict shall be employed.

20. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21. ENTIRETY

This Agreement together with the Exhibits identified herein constitutes the entire agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY: City of Piqua

CONSULTANT: Kleingers & Associates, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

Designated Representative

Designated Representative

Name: _____

Name: _____

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

Approved as to form:

Stacy M. Wall, Law Director

EXHIBIT A

This is EXHIBIT A, consisting of 4 pages, referred to in and part of the Agreement between:
The City of Piqua and Kleingers & Associates, Inc. for the
Intersections Improvements Study with Effective Date _____.

General Description of Scope of Services

This Scope examines the 26 intersections in the study area (listed below), identifies alternative improvement options, and ranks locations by priority of need to provide the City a 'roadmap' for addressing the deficiencies in traffic control equipment and operations.

The scope of the study shall include the following intersections:

- Wayne / High
- Wayne / Greene
- Downing / High
- Downing / Ash
- Downing / Greene
- College / Water
- College / High
- College / Ash
- College / Greene
- College / North
- College / Park / Nicklin
- South / Roosevelt
- South / Brice
- South / Wayne
- Broadway / Park
- Broadway / North
- Broadway / Ash
- Broadway / High
- Roosevelt / Wood
- Main / Greene
- Main / Ash
- Main / High / Market
- McKinley / Clark
- South / Downing
- College / Wood
- College / Young

Intersections Improvements Study

The primary focus of the Study will be to identify which of the studied intersections should be considered for the removal and/or modification of the existing traffic control device (traffic signal, stop signs, etc) and establish a priority ranking of the intersections for further action.

Project kick-off and data collection

This phase of the Study will include meeting with City staff to identify project goals / expectations and gather project data. Information related to surrounding area conditions (intersection context), general intersection geometry, existing traffic control devices, crash data, turning movement counts, and other pertinent data will be gathered for the twenty-six (26) intersections identified in the Request for Proposals and related Addendum. The gathered information will be used as the basis for the planning and engineering analyses activities related to the Study.

EXHIBIT A

We propose to complete the following activities:

- Attend *Preparing to Study* (project kick-off) meeting with the City's technical advisory committee for the following purposes:
 - Meeting technical advisory committee and City staff
 - Establishing and documenting the City's project goals and expectations
 - Identifying primary areas of concern and project issues
 - Reviewing, discussing, and revising project schedule (draft schedule included with the proposal)
- Research available historical traffic and land development records to determine rationale for initial implementation of traffic control devices
- Perform peak period turning movement counts (7 to 9 am, 4 to 6 pm) at the 26 requested intersections for the purpose of:
 - Determining preliminary warrant status, and/or
 - Analyzing traffic signal coordination timings
- Perform additional four-hour turning movement counts at up to 8 intersections where additional data is needed to fully assess warrant status
- Coordinate with local law enforcement to obtain crash history for recent years at each intersection
- Prepare schematic diagrams for each of the requested intersections, which show:
 - Existing turning movement counts
 - Crash diagrams (based on available data)
 - General intersection geometry, including the location of nearby on-street parking, where applicable
 - Document significant area features and notable land uses at each intersection
 - Intersection traffic control devices, including signs, pavement markings, and signalization
- Attend *Input/Awareness* meeting with City staff and technical advisory committee (part 1) and also the general public (part 2) to be facilitated by the City Planner for the following purposes:
 - Presenting "best practices" for determining appropriate traffic control measures as well as types of traffic control improvements that could be effective alternatives
 - Receiving input from technical advisory committee, City staff, and members of the general public for incorporation into the Study
- Compile information collected above into technical memorandum for submittal to the City for review and reference.

EXHIBIT A

Deliverable(s)

- Meeting agenda, materials, and summary including meeting attendees
- Hard copies and electronic copies (as outlined in the Request for Proposals) of an existing conditions technical memo outlining and depicting information gathered during this phase.

Traffic Planning and Analyses

This phase of the Study will include planning and traffic engineering analyses of the twenty-six (26) intersections identified in the Request for Proposals and related Addendum. The analyses will help the project team evaluate the effectiveness of traffic operation at each intersection and the appropriateness of the traffic control device(s) at each intersection. This evaluation will provide the project team information needed to establish a priority ranking of the intersections for further action. Recommendations for further action may include the following: Additional detailed analyses at specific intersection(s), De-activation of traffic signal equipment / replacement with another type of traffic control installation, continued monitoring of intersection operation, no further action, and/or other specific further action.

We propose to complete the following activities:

- Perform traffic analyses as necessary to assess existing conditions at each intersection. Analyses to include:
 - Traffic control device warrant analysis
 - Determination of crash patterns
 - Existing conditions capacity analysis (as necessary)
 - Identification of existing geometric and/or operational deficiencies based on observations of each intersection
- Determine alternate possible traffic control recommendations, as appropriate, for each intersection based on:
 - Projected traffic patterns/volumes
 - Warrant status of existing traffic control devices
 - Existing crash patterns
 - Observed geometric and/or operational deficiencies
 - Characteristics related to bicycle and pedestrian uses
 - Opportunities for coordination between the roadways and the surrounding environment to provide for multiple modes of travel and improve aesthetics within the public right-of-ways
- Prepare draft report detailing the findings and recommendations for each intersection. The report will include data, analyses, and recommendations for further action (or no additional action if appropriate) for each intersection.
- Attend *Preliminary Findings/Recommendations* meeting City staff and technical advisory committee (part 1) and also the general public (part 2) to be facilitated by the City Planner for the following purposes:
 - Presenting the findings and recommendations from the traffic analyses,

EXHIBIT A

- Receiving input from technical advisory committee, City staff, and members of the general public for incorporation into the Study,
- Coordinating with the Technical Advisory Committee on the selection of preferred traffic control improvements.
- Attend *Finalizing the Study* meeting with the Technical Advisory Committee and other City staff, as appropriate to present the study and gather final input prior to finalizing the document.
- Prepare final report document based on feedback provided by the Technical Advisory Committee and the general public.

Deliverable(s)

- Meeting agenda, materials, and summary including meeting attendees
- Hard copies and electronic copies (as outlined in the Request for Proposals) of a draft report outlining findings and recommendations for the study.
- Hard copies and electronic copies (as outlined in the Request for Proposals) of a final report outlining findings and recommendations for the study.

EXHIBIT B
Project Schedule

ID	Task Name	Duration	6/08	7/08	8/08	9/08	10/08	11/08	12/08	1/09	2/09
1	Initial Activities	1.6 wks									
2	Kick-off & ID Project Goals	0 wks	7/10/08	7/10/08							
3	Process Contract	8 days	7/10/08	7/21/08							
4	Authorization	0 wks	7/21/08	7/21/08							
5	Data Collection	9 wks									
6	Gather Background Information	2 wks	7/22/08	8/4/08							
7	Traffic Counts	4 wks	7/19/08	8/25/08							
8	Gather Crash Data	2 wks	8/5/08	8/18/08							
9	Document Intersection Features	4 wks	7/19/08	8/25/08							
10	Prepare for Input / Awareness Meeting	2 wks	8/5/08	8/18/08							
11	Input / Awareness Meeting	0 wks	8/18/08	8/18/08							
12	Prepare Existing Conditions Memo	2 wks	8/26/08	9/8/08							
13	Submit Draft Existing Conditions Memo	0 wks	9/8/08	9/8/08							
14	Revise Existing Conditions Memo	2 wks	9/9/08	9/22/08							
15	Submit Existing Conditions Memo	0 wks	9/22/08	9/22/08							
16	Analyses	18 wks									
17	Warrant Analyses	2 wks	9/23/08	10/6/08							
18	Capacity Analyses	2 wks	10/7/08	10/20/08							
19	Alternatives Recommendations	2 wks	10/21/08	11/3/08							
20	Draft Report Preparation	4 wks	11/4/08	12/1/08							
21	Prepare for Findings & Recommendations Meeting	1 wk	12/2/08	12/8/08							
22	Findings & Recommendations Meeting	0 wks									
23	Revise Draft Report	5 wks	12/9/08	1/12/09							
24	Submit Draft Report for Review	0 wks									
25	Revise Report & Project Wrap-up	2 wks	1/13/09	1/26/09							
26	Submit Final Report	0 days									

This is EXHIBIT B, consisting of 1 page, referred to in and part of the Agreement between The City of Piqua - and - Kleingers & Associates, Inc. for the Intersections Improvements Study with Effective Date _____

Authorization



RESOLUTION NO. R-86-08

**A RESOLUTION AUTHORIZING THE CITY TO ACT
AS THE GUARANTOR ON A LOAN BETWEEN THE
PIQUA IMPROVEMENT CORPORATION AND THE
LOCAL LENDING INSTITUTIONS**

WHEREAS, the City of Piqua has created the Property Renewal & Land Bank Program to revitalize its neighborhoods; and

WHEREAS, the Property Renewal & Land Bank Program is dependent on a partnership with community leaders such as the lending institutions, contractors, realtors, and others; and

WHEREAS, Unity National Bank, US Bank, Chase Bank, Fifth Third Bank, Main Source Bank of Ohio, and Mutual Federal Savings Bank have partnered to finance the Property Renewal & Land Bank Program for the acquisition and rehab of residential properties.

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: It is recognized that the Piqua Improvement Corporation is to enter into a loan agreement as funded by Unity National Bank, US Bank, Chase Bank, Fifth Third Bank, Main Source Bank of Ohio, and Mutual Federal Savings Bank and the City of Piqua is the guarantor. The City Manager is hereby authorized to execute the loan agreement as the guarantor pursuant to the terms attached hereto as (Exhibit "A");

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to the loan terms, not exceeding the total of any outstanding amount due, and not exceeding the total loan amount of \$200,000;

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

Memo

To: City Commission
From: Fred Enderle
Date: July 17, 2008
Re: Property Rehabilitation & Land Bank Program

The Property Rehabilitation and Land Bank Program (PRLB) was developed by the Neighborhood Improvement Team in collaboration with a committee of Piqua Area Banks (Chase Bank, 5/3 Bank, Main Source Bank, Mutual Federal Savings Bank, Unity Bank, and US Bank). The NIT/Bankers Committee has spent nine months analyzing neighborhood revitalization issues facing the City and designed this program to help address the City's problem property issue – primarily deteriorated vacant and/or abandoned properties.

The program is designed as a Piqua Improvement Corporation (PIC) program overseen by a Neighborhood Revitalization & Land Bank Committee of the PIC. The primary intent is to acquire deteriorated properties through acquisition, donation and other property transfer means and either rehabilitate them for sale to single family home buyers or demolish the property and land bank it for future development or public use. The acquisition and demolition program is proposed to be initially funded through an \$80,800 CBDG application, recently approved by the Commission. The acquisition/rehabilitation portion of the program is proposed to be funded by a loan pool capitalized by the six banks, with Unity Bank serving as the lead bank.

This pool is a commitment to loan up to \$200,000 to the PIC (City) to fund all costs required to acquire, rehabilitate and resell the property. The PIC would only draw on the fund as necessary to undertake a project (house rehabilitation) and any income from the program is PIC's to utilize for any PRLB activity. Interest will accrue on only the funds drawn from the pool at a rate of 0.5% below prime with a floor of 4% and a ceiling 6%. Interest is payable semi-annually and can be paid from loan proceeds. The principle is due in 24 months. Both the last two points are designed to allow ample time of the PIC to complete a project and sell the property to pay off the loan principle and recover its administrative costs.

The PIC has previously endorsed this PRLB program and was anxious for staff to identify funding sources to implement the program. Because the PIC lacks adequate assets to collateralize borrowing the necessary funding, the banks have agreed to loan funds from the pool to the PIC with a City guarantee of the repayment of the funds should PIC fail meet the debt requirement.

Bond Counsel has opined that the City may guarantee the repayment of the PIC borrowing, but must appropriate the funds as they are borrowed. Therefore, the action need of the City Commission at this time is adoption of the Resolution approving the PRLB program and authorizing the City Manager to execute the documents necessary to implement program. As funding draws are necessary, Commission will be requested to appropriate the necessary funding.

COMMITMENT LETTER

July 18, 2008

Mr. Fred Enderle
The Piqua Improvement Corporation
201 W. Water Street
Piqua, Ohio 45356

Re: Revolving Line of Credit Loan Request

Dear Mr. Enderle,

Unity National Bank has approved your commercial loan request, under the following terms and conditions:

Borrower:	The Piqua Improvement Corporation
Loan Amount:	\$200,000.00
Interest Rate:	Prime Rate – ½%, which is currently 4.50%. The interest rate may change daily, whenever Prime Rate changes as is published in the <i>Wall Street Journal</i> . The interest rate floor will be 4.00% and the cap. will be 6.00% over the life of the loan.
Term:	24 Months
Payment:	Semi-annual interest only payments on the then outstanding balance with all principal and interest due at maturity. These payments are estimated to be \$4,500 based on the line fully advanced for a full year.
Purpose:	Operating capital to fund the purchase and renovation of various residential and commercial properties for resale.
Collateral:	Unsecured
Signers:	To be determined by the Borrower's board and Guarantor's commission minutes and actions.
Guarantors:	City of Piqua, Ohio

Fees: The loan fee is \$250. In addition, the borrower will pay all out of pocket fees, including but not limited to legal fees and all other fees arising out of the contemplated transaction. These additional fees will not exceed \$1,000, resulting in the total fees not exceeding \$1,250 for the term of this agreement, excepting late fees incurred as a result of past due semi-annual interest payments or principal payments.

Prepayment Penalty: None, the loan may be closed at any time, without penalty, subject to all principal, interest, and late fees (if owed) being paid in full to the date of payoff.

Participation: The subject loan will be participated with the following financial institutions (collectively "Participants") and in the following amounts:

<u>Bank</u>	<u>Amount</u>	<u>%</u>
Unity National Bank (Lead Bank)	\$ 50,000.00	25%
US Bank	\$ 50,000.00	25%
Chase Bank	\$ 25,000.00	12.5%
Fifth Third Bank	\$ 25,000.00	12.5%
Main Source Bank of Ohio	\$ 25,000.00	12.5%
Mutual Federal Savings Bank	\$ 25,000.00	12.5%

Conditions: Subject to the Guarantor's bond counsel providing a legal opinion that the City of Piqua has the authority to enter into this guaranty agreement, who is authorized to sign the guaranty and in what capacity, and that the city has the capacity to honor its guaranty. Such opinion shall be satisfactory in form and format to the Lead Bank and the Participants.

Subject to the Guarantor providing the necessary organizational documents necessary to support the entities continued existence and its ability to enter into the Guaranty, acceptable in form and format to the Lead Bank and the Participants.

Provide minutes and other documentation necessary to affirm that the Piqua City Commission has approved the subject transaction.

Subject to the Borrower providing organizational documents, including, but not limited to, Articles of Incorporation, Codes of Regulation, Board Meeting Minutes nominating appropriate signers in their appropriate capacities, and other such documentation the Lead Bank and Participants believe necessary to justify the Borrower entering into this transaction.

All other terms and conditions that the Lead Bank and Participants feel are reasonable and necessary to evaluate this loan request.

All procedures and documentation must be completed and satisfactory to the Lead Bank and Participants and Lead Bank and Participants's legal counsel.

Compliance with all regulatory authorities as it relates to the proposed transaction.

Subject to a complete review and approval by Lead Bank and Participant's legal counsel of the subject transaction.

Subject to there being no material adverse change in the Borrower and Guarantor's financial position or the terms of the subject transaction. Determination of a material adverse change will be made solely by the Lead Bank and Participants.

Any substantive change to the terms of this agreement must have the consent of the borrower. Borrower shall have the right to terminate this agreement if it does not agree to the changes to the terms.

Subject to the review, approval, and written commitment of all of the Participants of the contemplated transaction.

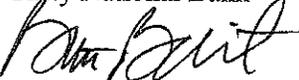
Subject to the Borrower and Guarantor providing the following information on an annual basis, upon request of the Lead Bank and Participants:

- Year-end financial statement on the Borrower.
- Year-end tax returns on the Borrower.
- Year-end Audited financial statement on the guarantor.

This commitment will be effective upon our receipt before July 31, 2008 of one copy of this commitment bearing your signed acceptance thereon. The loan fees will be payable at closing, and reimbursed with loan proceeds. Upon Borrower's acceptance of this commitment, this commitment shall remain in full force and effect until July 31, 2008. If, for any reason, the Loan contemplated herein is not funded on or before said date, and the commitment has not been terminated as allowed herein, then, notwithstanding anything to the contrary contained herein, this commitment shall expire. Bank's obligations hereunder with respect to the Loan shall be null, void and of no further force and effect.

Sincerely,

Unity National Bank



Brett Baumeister

Senior Vice President/Commercial Lending

The Piqua Improvement Corporation
July 18, 2008
Commitment Letter

The above terms and conditions are hereby accepted and we authorize Unity National Bank to prepare the loan documents to close this transaction. We understand we will be liable for any expenses incurred with this transaction should the subject loan not close.

Borrower: The Piqua Improvement Corporation

By: _____
Authorized Signer

Print Name & Title

By: _____
Authorized Signer

Print Name & Title

Guarantor: City of Piqua

By: _____
Authorized Signer

Print Name & Title

Acceptance Date: ____ / ____ / ____

**PIQUA IMPROVEMENT CORPORATION
PROPERTY RENEWAL AND LAND BANK PROGRAM**

PROBLEM IDENTIFICATION

As our housing stock has aged and older larger families have declined, younger families have sought housing opportunities outside the inner-ring neighborhoods of the City. This has resulted in larger, older structures being converted, legally or illegally, to multi-family units and/or a loss of property values in some of the close-in neighborhoods. This devaluing of some neighborhoods has also been accompanied by a lack of property maintenance in a number of properties or in some areas of the City. Coupled with the City's relaxed code enforcement practices, overinvestment in converted rental property, and the current upswing in foreclosure and bankruptcy actions, the City is saddled with a large inventory of vacant and/or deteriorated problem properties.

It has been observed by members of the City staff, including the Neighborhood Improvement Team, that traditional code enforcement efforts have not always produced desired results in terms of bringing properties into compliance. A by-product of this situation is that properties that are in poor condition stay dilapidated for longer periods of time with no real hope of improvement. This condition causes neighborhoods to become disinvested and can cause property values to suffer.

These blighted properties are characterized by having multiple exterior and interior problems, are usually vacant and have little hope of private investment to improve the poor conditions of the individual properties. These properties not only become blighted through owner neglect, but other issues facing the community also play a contributing role to the condition of these properties. These issues include an increasing number of properties entering foreclosure and a large number of property owners that lack the financial resources to repair their properties.

Blighted properties also have negative effects on economic development efforts of a community. This program aims to reverse this negative trend by assembling multiple parcels for neighborhood improvement and/or economic development activities. Providing rehabilitated properties, or properties able to be rehabilitated, to owner occupants increases property values and stabilizes neighborhood composition. Providing developers with vacant lots will facilitate infill economic development to take place in the community. Many properties that have been characterized as blighted by the Neighborhood Improvement Team are those properties that exhibit incompatible land uses with neighboring properties, are currently non-conforming under the city's zoning code or are vacant or underutilized.

PROGRAM DESCRIPTION

In order to address the issues of blighted and/or underutilized properties in the City of Piqua, the Neighborhood Improvement Team recommends using the Piqua Improvement Corporation (as a chartered Community Improvement Corporation) to gain control and to facilitate the redevelopment and/or rehabilitation in identified redevelopment areas and other improvement opportunities in neighborhoods.

Using the Piqua Improvement Corporation allows the community to capitalize on opportunities in a more quick and efficient manner than if the City of Piqua attempted to take on these efforts individually. The laws governing the Piqua Improvement Corporation are well suited for the efforts that are being proposed. Additionally, given the community based structure of the Piqua Improvement Corporation, there is a greater opportunity for the City of Piqua to collaboratively work in partnership with the larger Piqua community in order to meet the redevelopment and rehabilitation goals of the community.

PROGRAM GOALS AND OBJECTIVES

The goals and objectives of the Property Renewal and Land Base Program are designed to meet the following goals and objectives

- Eliminate blight in the City's neighborhoods
- Provide unique housing opportunities for the community
- Stabilize property values
- Improve the appearance of the city's neighborhoods
- Improve the City's overall appearance
- Repair or remove blighted properties
- Provide new economic development opportunities for the community
- Create revitalized neighborhoods
- Facilitate investment in neighborhoods
- Provide hardship assistance where traditional resources and programs fall short

PROGRAM STRATEGIES

Program Funding

Funding for this new program is expected to be derived from the following resources.

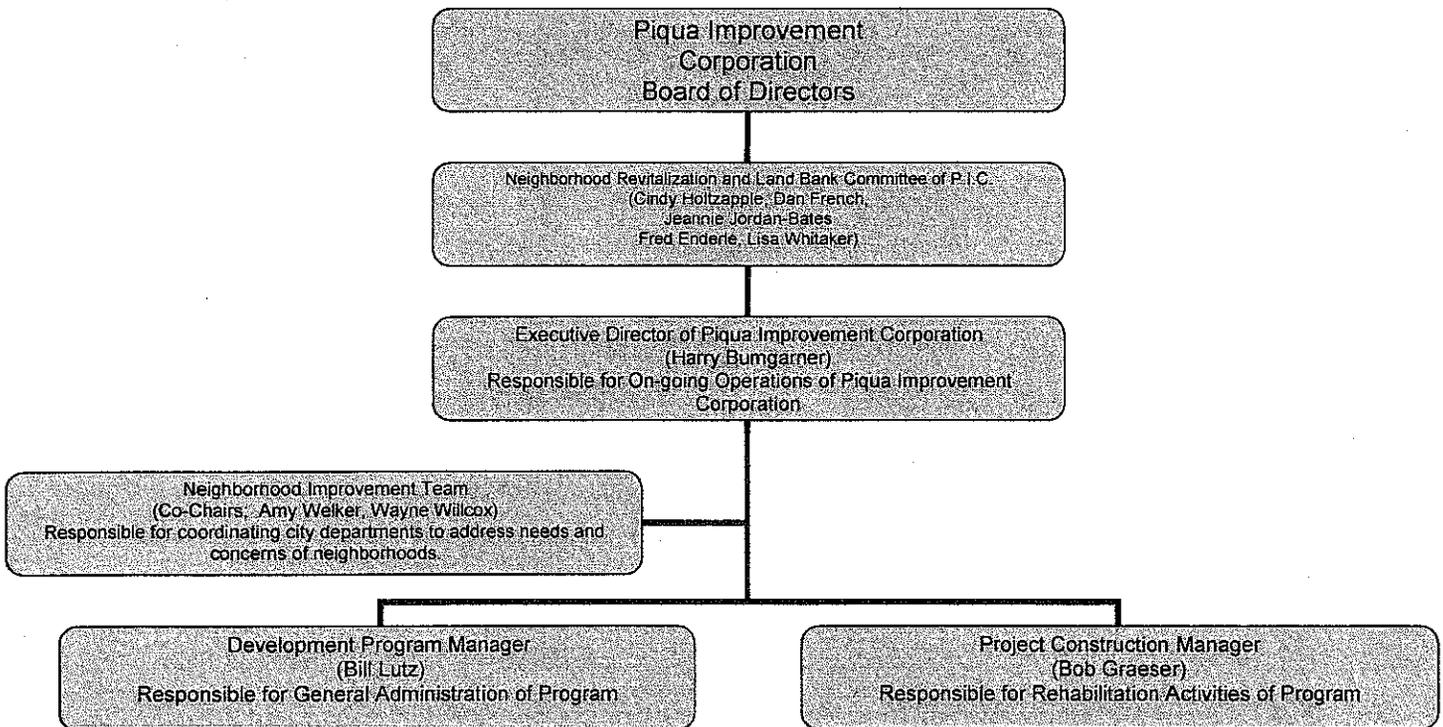
- In-kind staff and program support from the City of Piqua
- Funding from Strategic Partnerships
- Grants/Private Donations
- Program Income (Income received from projects)

Strategic Partnerships

Strategic partnerships will be formed with a number of organizations to provide the maximum benefit of the program to the community. Strategic partners will be expected to help formulate solutions to problems and provide resources to help meet the needs of the program. Strategic partners may include:

- City of Piqua
- Local banks and lending institutions
- Local, regional and state-wide non-profit organizations
- Local, county and state government
- Developers, builders and contractors
- Local business owners
- Local Real Estate professionals

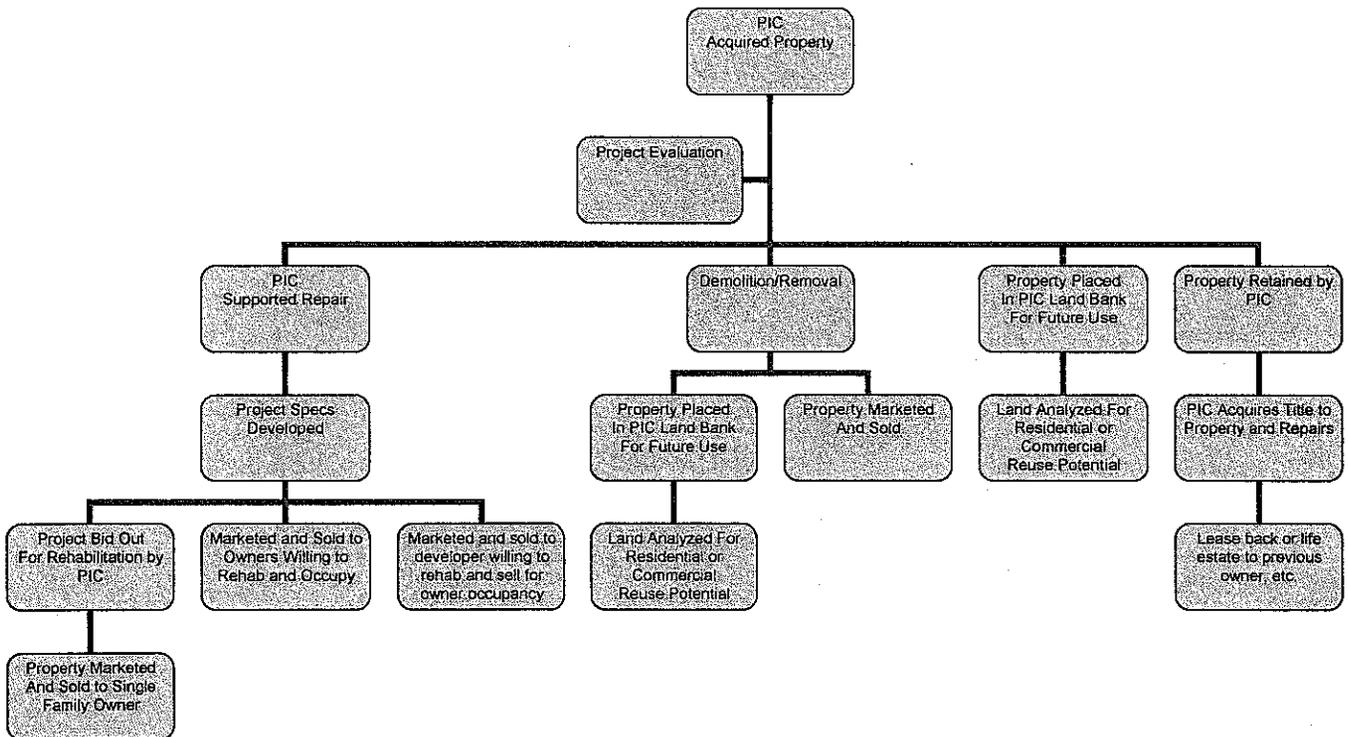
Program Management and Administration



The above chart shows how this program will be jointly administered by the City of Piqua and the Piqua Improvement Corporation. The program will ultimately administered by the Board of Directors of the Piqua Improvement Corporation. However, general policy making authority will be vested in a newly created Neighborhood Revitalization Committee made up of current members of the Piqua Improvement Corporation's Board of Directors. The individuals for this committee have been chosen based on their area of expertise.

The Neighborhood Revitalization Committee will work through the Executive Director of the Piqua Improvement Corporation and the Neighborhood Improvement Team to insure that efforts are completed. The Development Program Manager will be responsible for the day-to-day administration of the program and will use the Neighborhood Improvement Team as a resource for technical assistance. The Project Construction Manager will be responsible for the management of rehabilitation projects from project inspection, specification writing, project development and project close-out.

Activity Administration



The above chart shows the five general activities that will be undertaken by the program.

Activity #1: PIC Supported Repair

In this activity, the Piqua Improvement Corporation acquires a property through purchase, donation, judgment or other mechanisms that has been determined as having rehabilitation potential. PIC develops specifications for the house to bring it into a habitable condition. One of three alternatives for the rehabilitation of the property can be chosen depending on which alternative the Neighborhood Review Committee feels the most appropriate for the situation. Options include:

1. The property can be bid out to prospective contractors to repair the property. PIC repairs the property and the rehabilitated property is then

sold by PIC to a single family owner/occupant and the proceeds go to the Piqua Improvement Corporation.

2. The property is marketed and sold to a perspective owner who will rehab in accordance with PIC specifications and occupy the property; or
3. The property, or a group of properties are marketed and sold to a housing developer who will rehabilitate the properties in accordance with PIC specifications and sell for owner occupancy.

Activity #2: Demolition/Removal

This activity is reserved for those properties in which rehabilitation is not feasible or cost prohibitive. In this activity, Piqua Improvement Corporation will cause the structure(s) on the property to be demolished and will retain title to the land. The Piqua Improvement Corporation can then bank the land for future use or sell the vacant lot for redevelopment.

Activity #3: Land Banking

This activity is designed for vacant land or where area redevelopment plans call for assembling property for future redevelopment. In this activity, the Piqua Improvement Corporation may keep the vacant lot for future development or sell the vacant lot to private interests for City desired development purposes.

Activity #4: Property Retained by PIC

In cases where a homeowner has a property that is in need of repair and lacks the financial resources to repair home and where other resources, such as the Community Housing Improvement Program or the Renew Piqua program lack the resources to repair the house, PIC could purchase the property, rehabilitate the property and through a leaseback or life estate mechanism, the previous owner will be allowed to remain in the property for an agreed upon period of time.

PROGRAM IMPLEMENTATION

Property Acquisition

The Piqua Improvement Corporation will receive properties through the following mechanisms:

Bank Donation

Under this scenario, a bank which has a property in which a bank has been given possession would be encouraged to provide the property to the Piqua Improvement Corporation. This would relieve the bank of having to maintain the property and PIC would be able to demolish the property or have the property rehabilitated and brought to use.

Assumption of Mortgages

In this scenario in which a bank has a mortgage in which the mortgagee has fallen behind in payments and will foreclose, the bank will be encouraged to allow PIC to assume the mortgage. By assuming the mortgage, PIC can start the foreclosure procedure saving the bank the expense of going through that process and PIC can end up with the property at the end of the process.

Foreclosures

The City has the ability to provide for the demolition and/or the repair of properties to abate nuisances. Those costs can be recovered through a foreclosure process. At the end of the process the City has the ability to give the property to PIC.

Private Owner Donations

For some properties, especially those with little or no market value; property owners looking for a way to get out of the burden of property repair and maintenance, this option exists. Under this scenario, property owners will be encouraged to donate their property to the Piqua Improvement Corporation.

Purchase

There may be times in which the Piqua Improvement Corporation has found a property that is for sale in which the organization believes needs to be in their possession. The Piqua Improvement Corporation may purchase the property through Sheriff's sales, private sales or other legal means.

Decision Making Procedure

The Neighborhood Revitalization Committee will review and approve all transfers of property to and from the Piqua Improvement Corporation. The Neighborhood Revitalization Committee is within their rights to reject any and all proposals, donations, or other property transfers. The PIC Board will have final approval of the purchase or sale of all property.

Use of Funds

Funds for the program will only be used for property acquisition, demolition, legal costs, recording costs, carrying costs and technical costs associated with the program. All expenditures will be approved by the Neighborhood Revitalization Committee.

PRE-IMPLEMENTATION WORK TASKS

In order to begin to implement the program the Neighborhood Improvement Team has identified a number of tasks that must take place. These tasks include:

- I. The City Commission must approve the program in concept and approve the initial (seed) financing for the program.
- II. The Piqua Improvement Corporation must adopt this program and duly appoint the Neighborhood Revitalization Committee.
- III. The appropriate accounts must be established within the Piqua Improvement Corporation.

Short-Term Tasks

Short term tasks have been identified by the Neighborhood Improvement Team. These tasks include:

- Identify Potential Redevelopment Areas (In concert with current Comprehensive Plan efforts)
- Identify Other Targets of Opportunity
- Develop Desired Outcomes and Metrics
- Work with interested property owners to facilitate transfer of property to the Piqua Improvement Corporation
- Work with County Officials to fully utilize state law for the Piqua Improvement Corporation to receive properties under tax foreclosure
- Market program to strategic partners to insure their participation

These short-term tasks will be undertaken through a cooperative partnership with the Neighborhood Improvement Team and the Neighborhood Revitalization Committee of the Piqua Improvement Corporation.

STAFF CAPACITY AND PREVIOUS PROGRAMMING EXPERIENCE

The City of Piqua has a strong history of working with community development grant programs. Most of the programming dollars received by the City of Piqua is granted to the community through the Ohio Department of Development's Office of Housing and Community Partnerships. In addition to receiving yearly funds from the State of Ohio's Community Development Block Grant Formula Allocation Program, the City of Piqua has also received and administered the following programs:

<u>Program</u>	<u>Year Awarded</u>
Community Housing Improvement Program	2001, 2004, 2006

Comprehensive Downtown Revitalization Program	2001, 2003
Formula Distress Allocation Program	2005
Discretionary Grant Program – Targets of Opportunity	2006
Microenterprise Development Program	2006

The Community Housing Improvement Program is the preeminent program in providing housing assistance to low to moderate income households that is administered by the City of Piqua from funds granted by the Ohio Department of Development. Since the formation of the Community Housing Improvement Program in Piqua in 1992, the City has secured over \$5 million in funding through the program. This program has assisted in many different activities including rehabilitating homes, providing small emergency repairs to homes, rehabilitating rental properties for low to moderate income families and providing new homeownership opportunities for first time homebuyers.

One of the key partners in this initiative will be the integration between the City of Piqua and the Piqua Improvement Corporation. Spearheading this integration is the City Manager, Fred Enderle. Mr. Enderle brings over thirty years of local government experience specializing in community development and planning.

The Piqua Improvement Corporation's daily affairs are directed by Harry Bumgarner, Executive Director. In addition to being the Executive Director of the Piqua Improvement Corporation, Mr. Bumgarner also is the Assistant City Manager and the Economic Development Director of the City of Piqua. In those roles, Mr. Bumgarner plays a key role in developing strategies across the organization which are designed to achieve economic development and community stability.

The financial affairs of the Piqua Improvement Corporation are directed by Ms. Cynthia Holtzapple. Ms. Holtzapple is currently the finance director for the City of Piqua and is responsible for all financial transactions and accountings of the City of Piqua, as well as the Piqua Improvement Corporation.

The Piqua Improvement Corporation's Property Renewal and Land Bank Program will be administered on a day-to-day basis by William Lutz, Development Program Manager for the City of Piqua. As Development Program Manager, Mr. Lutz is responsible for the administration of the City's Community Housing Improvement Program, CDBG Formula Allocation Program and other grant programs that are administered by the City of Piqua. Mr. Lutz has received both Bachelor of Science and Master of Public Administration degrees from Wright State University and has taken additional educational courses dealing with Community Development Block Grant and HOME Program Rules and Regulations.

The Rehabilitation and Construction Management of the Piqua Improvement Corporation's Property Renewal and Land Bank Program will be handled by Mr.

Robert Graeser. Mr. Graeser is currently overseeing a publicly sponsored, \$20 million public rehabilitation project known as the Fort Piqua Hotel. Mr. Graeser has over fifteen years experience in residential and commercial construction. He is a graduate of Edison State Community College with an Associates of Science degree.

LEVERAGED FUNDS AND OTHER PLANNED PROGRAMMING ACTIVITIES

The City of Piqua sees the Piqua Improvement Corporation's Property Renewal and Land Bank Program as an integral piece of a larger collection of programs designed to improve the housing conditions of the community. The City currently has two grant program applications on file with the Ohio Department of Development that supplement the overall activities of the Property Renewal and Land Bank Program.

FY 2008 Community Housing Improvement Program

The City of Piqua has requested \$500,000 from the Ohio Department of Development for the FY 2008 Community Housing Improvement Program. Through this grant program, the City of Piqua is committing to four major activities:

1. Private Owner Rehabilitation – Full rehabilitation of all aspects of the home to state Residential Rehabilitation Standards.
2. Home Repair – Rehabilitation of one system to state Residential Rehabilitation Standards.
3. Rental Rehabilitation – Full rehabilitation of all aspects of a rental unit to state Residential Rehabilitation Standards.
4. Emergency Housing Assistance – Housing payments made to those homeowners facing foreclosure.

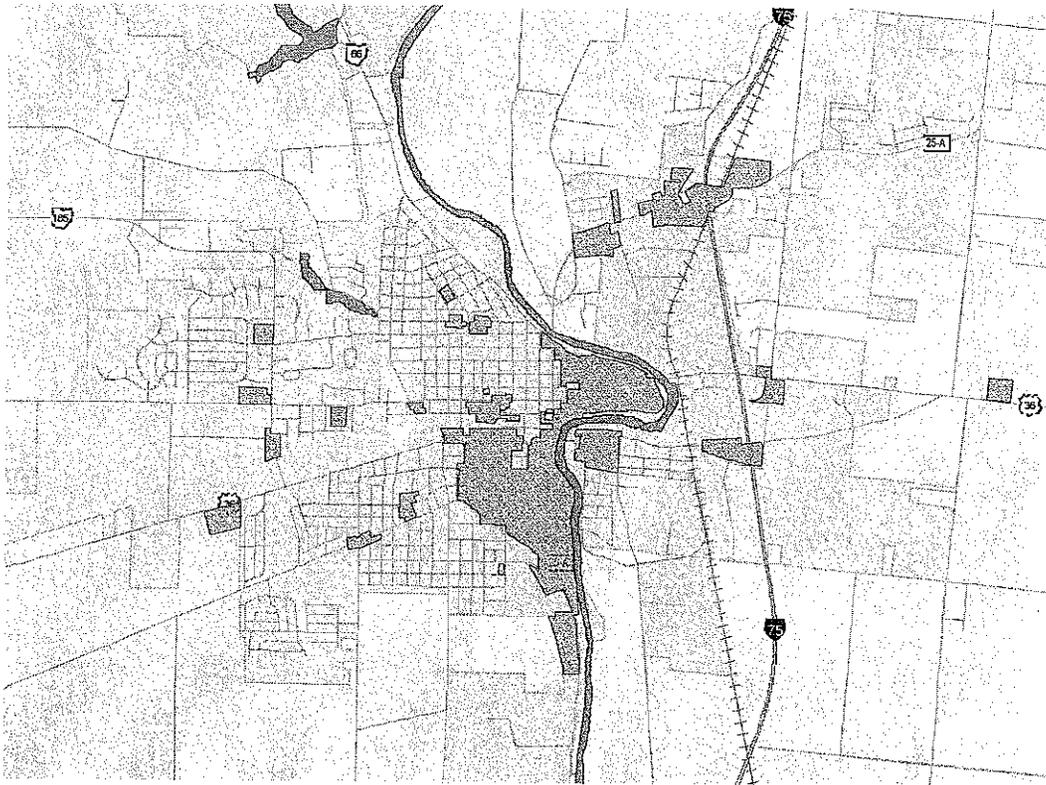
It should be noted that all of these program are open only to those with low to moderate incomes (those household at or below 80% of the area median income). The City of Piqua should be notified in August 2008 on whether the City's request will be funded.

FY 2008 Community Development Block Grant Formula Allocation Program

Through the FY 2008 CDBG Formula Allocation Program, the City of Piqua is seeking funding from the Ohio Department of Development to purchase two abandoned properties in targeted areas in order to demolish these properties to assist in stabilizing property values in these neighborhoods. Like many communities throughout Ohio, the City of Piqua has struggled with many abandoned properties and these properties have caused property values in neighborhoods to slip. It is expected that by eliminating some of these problem properties in the community's hardest hit neighborhoods, the community can begin stabilizing property values throughout the community.

TARGET AREAS

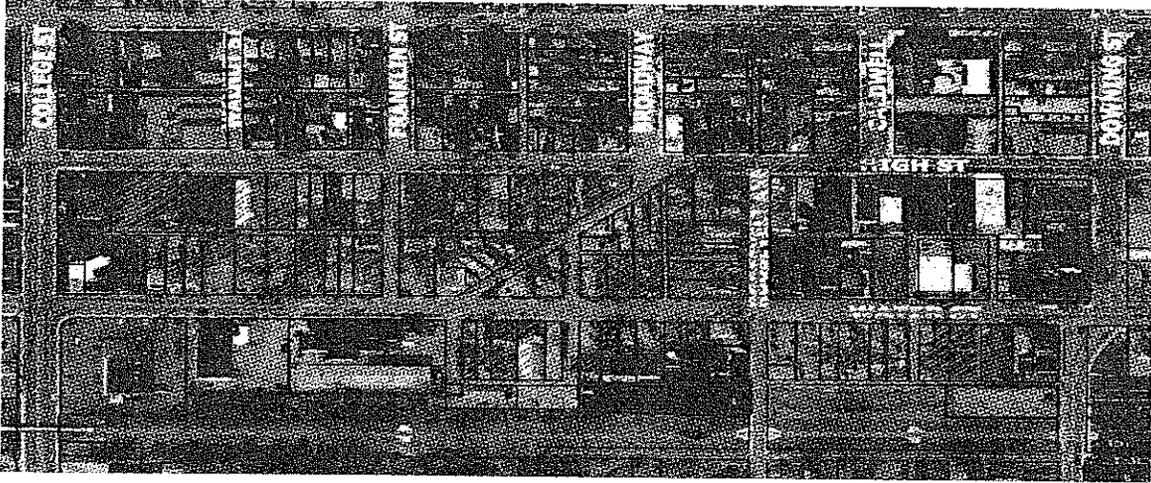
In early 2008, the Piqua City Commission adopted a new comprehensive plan for the community. As part of the plan, there were redevelopment areas identified as being pivotal for the overall stabilization of the community. These redevelopment areas have seen overall disinvestment in residential, commercial and industrial properties and have lead to declining property values in those specific neighborhoods, and to a lesser extent, the community as a whole. The map below identifies these areas.



These redevelopment areas constitute a large part of the community that have been in distress. These areas include abandoned industrial facilities, older residential neighborhoods that are declining and commercial areas that no longer appear to be economically viable. The Property Renewal and Land Bank Program seeks to redevelop these areas to make them attractive to new investment within the community.

City Staff have identified two major areas of redevelopment that should be a focus of high priority for the community. These areas are described below.

Target Area #1



Target Area 1 – High Street/Water Street Area

Target Area 1 is an area in which many properties are in disrepair and there is real need of development, especially since Water Street is a major urban corridor in the community. City Staff believes the area is ready for redevelopment. However, given the large number of rental properties and abandoned properties, parcel assemblage has been difficult to undertake. This area has recently been declared an "Area Slum and Blight" area by the Piqua City Commission allowing for additional Community Development Block Grant resources to be put into the neighborhood when they become available.

Target Area #2



Area 2- Southside Neighborhood

Located in the southern portion of the community, the Southside Neighborhood (map left) has also been declared a Community Development Block Grant Slum and Blight Area and has been designated as a targeted neighborhood in the City's FY 2008 Community Housing Improvement Program.

This neighborhood is characterized by a high incidence of rental housing that suffers from high rental occupancy turnover, depressed property values, low incidence of homeownership, high rates of crime and high rates of abandoned properties. Anecdotally, many residents of the city feel that this portion of the community is the most run down portion of the city and is in the greatest need of assistance.

The neighborhood is home to a middle school and some commercial development, including a small grocery store that serves the neighborhood. Additionally, community relations with the neighborhood have improved with the establishment of a new neighborhood association that occurred with the assistance of the city's Neighborhood Improvement Team.