REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, APRIL 3, 2018
6:00 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET - PIQUA, OHIO  45356

REGULAR CITY COMMISSION MEETING

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION

EXECUTIVE SESSION
a. To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel; to discuss the AFSCME blue collar compensation study

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the March 20, 2018 Regular City Commission Meeting

2. RES. NO. R-45-18
   A Resolution reappointing a member to the Downtown District Design Review Board

3. RES. NO. R-46-18
   A Resolution appointing a member to the Civil Service Commission

NEW BUSINESS

4. ORD. NO. 5-18 (1st Reading)
   An Emergency Ordinance Renumbering Chapter 55 Stormwater Management of the Piqua Municipal Code

5. ORD. NO. 6-18 (1ST Reading)

6. RES. NO. R-47-18-Public Hearing
   A Resolution approving the renewal application for placement of farmland in an Agricultural District filed by Sally K. Apple (Trust) and Donald E. Apple (Trust) for parcels N44-076917, N44-076881 and N44-076907 in the City of Piqua

7. RES. NO. R-48-18
   A Resolution authorizing an amendment to zoning map to change the zoning designation of 1435 Covington Avenue, Parcel N44-073178, from R-3 (Multi-Family Residential) to B (General Business)

8. RES. NO. R-49-18
   A resolution approving an amendment to the Collective Bargaining Agreement with Local No. 984 and Ohio Council 8, AFSCME (Blue Collar)

9. RES. NO. R-50-18
   A Resolution authorizing the lease of portions of 8620 N. County Road 25-A
10. **RES. No. R-51-18**
   A Resolution authorizing the lease of portions of Parcel No. N44-250083

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

**CITY MANAGER'S REPORT**

**COMMISSIONERS COMMENT**

**ADJOURNMENT**
MINUTES
PIQUA CITY COMMISSION
TUESDAY, MARCH 20, 2018
6:00 P.M.

Piqua City Commission met at 6:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Vice Mayor Vogt called the meeting to order. Also present were Commissioners Lee, Short, and Martin. Absent: Mayor Hinds.


SPECIAL PRESENTATION – WILLIAM M. MCCULLOCH TRIBUTE

City Manager Huff provided a brief overview on the statue and the placement of the statue.

Wes Edwards, Attorney at Crown Equipment Corporation, and Mark Manuel of Crown Equipment provided additional background on the donation of the statue by Businessman James F. Dicke II, Chairman and CEO OF Crown Equipment in New Bremen. Mr. Dicke worked for two summers in McCulloch’s Congressional Office in Washington D.C. and campaigned to have a statue of McCulloch as Ohio’s second statue at the National Statuary Hall in the United States Capital Building. They came in third place when the state decided to replace its statue of William Allen, with one of Thomas Edison in 2016. It was decided to donate the bronze statue to the City of Piqua. Local attorney Mike Gutmann and City Planner Chris Schmiesing began the process of bringing the statue to the City of Piqua. Architect Dan Freytag of Freytag and Associates came forward and provided an in depth description of the statue’s design and location.

City Manager Huff stated the city thought it was a tremendous idea to acknowledge the great individual that Mr. McCulloch was, further stating we are very appreciative of the offer to put the statue in.

Commissioner Lee stated he was excited about the statue donation, further stating no discussion in his household on the Civil Rights Act is ever complete without William McCulloch being mentioned. We appreciate your hard work and effort in bringing this to the City of Piqua, and can’t wait to see it, stated Commissioner Lee.

Commissioner Vogt stated not far from where the statue of Mc Culloch will stand is a statue of Don Gentile, who flew P-47’s and B-51’s in World War II.

ANNOUNCEMENTS

Setting of Public Hearing Date- Tuesday April 3, 2018 – Regular Piqua City Commission Meeting for: Renewal of application for placement of farmland in an agricultural district for the following:

Sally K. Apple (Trust) & Donald E. Apple (Trust) – Parcels: N44-076881, N44-768907, N44-076917

City Manager Huff announced the Public Hearing at the next City Commission Meeting on April 3, 2018 for the Renewal of application for placement of farmland in an agricultural district for the following: Sally K. Apple (Trust) & Donald E. Apple (Trust) – Parcels: N44-076881, N44-768907, N44-076917

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the March 6, 2018 Regular City Commission Meeting.
Moved by Commissioner Martin, seconded by Commissioner Lee to approve the Consent Agenda at this time. Voice vote, Aye: Martin, Short, Lee, and Vogt. Nay, None. Consent Agenda was unanimously approved.

OLD BUSINESS

ORD. NO. 3-18 (3rd Reading)

An Ordinance amending Chapter 55 Stormwater Management of the Piqua Municipal Code,

Law Director Stacy Wall provided the Staff Report.

This is the third reading of Ordinance No. 3-18 and all information has been reviewed.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 3-18 at this time.

Moved by Commissioner Martin, seconded by Commissioner Short, that Ordinance No. 3-18 be adopted. Roll call vote, Aye: Martin, Vogt, Short, and Lee. Nay: None. Motion carried unanimously. Ordinance No. 3-18 was adopted.

ORD. NO. 4-18 (2nd Reading)

An Emergency Ordinance amending Section 94.01 of the Piqua Code, relating to Green Fees for the Municipal Golf Course

Finance Director Cynthia Holtzapple provided the Staff Report.

The ordinance will allow a modest cart rental fee increase at the Echo Hills Golf Course. The cart fees have not been changed since 2009. This update will not affect “special” pricing that can be changed by the City Manager as needed (i.e. outings, limited memberships, etc.). This will allow the city to stay competitive with other golf courses while generating more revenue to support operation costs, stated Ms. Holtzapple.

Commissioner Lee stated he asked for comments and received a lot of comments in favor of the new carts.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No 4-18 at this time.

Moved by Commissioner Martin, seconded by Commissioner Lee to suspend the three reading rule regarding the Ordinance to be read on three separate days. Voice vote, Aye; Vogt, Martin, Short, and Lee. Nay: None.

Moved by Commissioner Lee, seconded by Commissioner Martin, that Ordinance No 4-18 be adopted. Roll call vote, Aye: Vogt, Martin, Short, and Lee. Nay; None. Motion carried unanimously.

NEW BUSINESS

RES. NO. R-43-18

A Resolution authorizing a one year lease with Piqua Youth Baseball and Softball Association (PYBSA)
Law Director Stacy Wall provided the Staff Report.

Each year the city reviews the current leases. The only change this year will be going to a one year lease instead of the three year lease as they have had in the past. The City made the decision to go to a one year lease and to review it each year, stated Ms. Wall.

PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-44-18

A Resolution authorizing a purchase order to Finley Fire Equipment Company, Inc. for rescue tools for the Fire Department

Captain Tim Risner provided the Staff Report.

Bids were received for three rescue tools, the Rescue Ram, Electro-Hydraulic Cutter, and Electro-Hydraulic Spreader needed for emergencies due to the changes in vehicle manufacturing over the years. All of the tools are battery powered allowing for better mobility along with the reduction of noise for staff and patient. Current tools are 30+ years old and are scheduled for replacement due to the lack of effectiveness at crash sites, stated Captain Risner.

Commissioners asked several questions regarding the use of the tools.

PUBLIC COMMENT

No one came forward to speak at this time.


PUBLIC COMMENT

Paul Bubeck came forward and voiced his concern over the number of accidents at Sunset and Park Avenue near Washington School. City Manager Huff stated he will ask the Transportation Committee to look at it.

Brad Boehringer came forward and voiced his concerns over the recent house fire in Shawnee and the number of vacant properties in the city. Mr. Boehringer suggested the city should register all properties that go into foreclosure to keep the city aware of the number of vacant structures.

CITY MANAGER REPORT

City Manager Huff stated the City has received $996,000 from Miami Valley Regional Planning Commission for replacement of the Great Miami River Trail Bridge located by the Power Plant. We may also be awarded an additional $300,000 for this project from the State Capital Budget if approved by the Senate.

COMMISSIONERS COMMENT

Commissioner Lee stated he was glad to see Commissioner Vogt back. Commissioner Lee stated he wanted to thank the anonymous student at the Piqua High School for putting hearts on every
locker in the school. This act of kindness shows there are good people in the city raising great children. Commissioner Lee asked citizens to keep Judy Terry and her family in their thoughts and prayers in the loss of her husband, Mike Terry.

Commissioner Short thanked the city for giving him the opportunity to attend the Elected Officials Program, and congratulated Stacy Wall on her presentation at the program.

Commissioner Martin asked when the house in Shawnee that burnt recently would be taken down. Law Director Wall provided information. Commissioner Martin inquired as to what can be done with other structures sitting in limbo, especially if left to family members who do not want or cannot afford the property. City Manager Huff explained what the city is working on, and Law Director Wall also provided additional information.

Commissioner Vogt expressed his condolences to the Terry Family.

Motion made by Commissioner Martin, to adjourn from the Regular Commission Meeting 6:35 P.M. seconded by Commissioner Lee, motion was carried unanimously.

KATHRYN B. HINDS, MAYOR
WILLIAM D. VOGT, VICE MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-45-18

A RESOLUTION REAPPOINTING A MEMBER
TO THE DOWNTOWN DISTRICT DESIGN REVIEW BOARD

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: James C. Oda is hereby reappointed as a member of the Downtown District Design Review Board for a term of three (3) years to expire on March 1, 2021 or until his successor is confirmed and qualified;

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

KATHRYN B. HINDS MAYOR

PASSED:_____________________

ATTEST:_____________________

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________________ seconded by__________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ________ Commissioner John Martin ________
Commissioner William Vogt ________ Commissioner Dave Short ________
Commissioner Kris Lee ________
RESOLUTION NO. R-46-18
A RESOLUTION APPOINTING A MEMBER TO THE CIVIL SERVICE COMMISSION

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: James Stein is hereby appointed as a member of the Civil Service Commission for a three-year term to expire on March 1, 2021 or until his successor is confirmed and qualified;

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds  ________  Commissioner John Martin  ________
Commissioner William Vogt  ________  Commissioner Dave Short  ________
Commissioner Kris Lee  ________
EMERGENCY ORDINANCE NO. 5-18

AN EMERGENCY ORDINANCE RENUMBERING CHAPTER 55 STORMWATER MANAGEMENT OF THE PIQUA MUNICIPAL CODE

WHEREAS, the City of Piqua is adopting a new chapter of legislation regarding small cell towers that will become Chapter 55 and thus needs to renumber Stormwater Management to Chapter 56; and

WHEREAS, renumbering the chapter for Stormwater Management will allow for logical flow within the Chapters contained under Title V. Public Works by placing the new chapter regarding small cell towers immediately after the chapter governing Right of Way Management.

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

SECTION 1. That the City of Piqua hereby renumbers Chapter 55 of the Piqua Municipal Code as set forth below to Chapter 56: (proposed language is underlined and language to be deleted is struck)

CHAPTER 56.55: STORMWATER MANAGEMENT

General Provisions
556.01 Purpose
556.02 Definitions

Organization, Facilities and Maintenance
556.05 Organization of the utility
556.06 Stormwater facilities
556.07 Erosion, siltation and sedimentation
556.08 Routine and remedial maintenance and right-of-way
556.09 Property affected

Fees
556.30 User fee
556.31 Fees established
556.32 Collection
556.33 Enterprise fund requirements

Enforcement; Appeals; Nonliability
556.50 Enforcement
556.51 Appeals
556.52 No liability

556.99 Penalty
SECTION 2. All sections contained within Chapter 55 of the Piqua Municipal Code shall be renumbered with the prefix of 56 as reflected above in Section 1.

SECTION 3. This Resolution is declared an emergency and is effective upon passage for the immediate preservation of the public peace, health or safety in the City of Piqua as the renumbering of Chapter 55 is necessary to allow for new legislation that needs adopted in April 2018.

KATHRYN B. HINDS, MAYOR

PASSED: ___________________________

ATTEST: __________________________

REBECCA J. COOL
CITY COMMISSION CLERK

The Motion to adopt the foregoing Ordinance was offered by ______________________
Seconded by ________________ and on roll call the following vote ensued:

Mayor Kathryn Hinds ______ Commissioner John Martin ______
Commissioner William Vogt ______ Commissioner David Short ______
Commissioner Kris Lee ______
ORDINANCE NO. 6-18

AN EMERGENCY ORDINANCE ADOPTING AND IMPLEMENTING CHAPTER 55. SMALL CELL FACILITIES & WIRELESS SUPPORT STRUCTURES OF THE PIQUA MUNICIPAL CODE

WHEREAS, the State of Ohio signed into law on December 19, 2016, Senate Bill 331 that had an effective date of March 21, 2017, and governed small cell site installation in the public right-of-way; and

WHEREAS, prior to its effective date, SB 331 was challenged by municipalities across the State of Ohio, including the City of Piqua, for violating Home Rule and other constitutional provisions; and

WHEREAS, the Common Pleas Court of Franklin County found SB 331 unconstitutional and as a result of the pending litigation, municipalities and industry groups compromised and drafted House Bill 478; and

WHEREAS, HB 478 passed the House on February 14, 2018, and it is currently being considered by the Senate; and

WHEREAS, the legislation allows for municipalities to have control over design, aesthetics and placement of small cell facilities, it limits the size of small cell facilities and it exempts municipal electric poles from small cell attachments; and

WHEREAS, adopting and implementing the proposed Chapter 55 governing the small cell facilities is in the best interest of the public for the health and safety of the City of Piqua by being able to govern and manage the public right-of-way.

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

SECTION 1. That the City of Piqua hereby adopts the new Chapter entitled Small Cell Facilities & Wireless Support Structures as set forth in attached Exhibit A.

SECTION 2. 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 of Piqua may implement its regulations in compliance with HB 478 and have its regulations in effect 90 days prior to the adoption by the State of Ohio.

KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________

REBECCA J. COOL
CITY COMMISSION CLERK
The Motion to adopt the foregoing Ordinance was offered by ________________

Seconded by ________________ and on a roll call the following vote ensued:

Mayor Kathryn B. Hinds  
Commissioner John Martin  
Commissioner William Vogt  
Commissioner Dave Short  
Commissioner Kris Lee
CHAPTER 55. SMALL CELL FACILITIES & WIRELESS SUPPORT STRUCTURES

55.01 PURPOSE AND INTENT
The purpose of this Chapter is to establish general procedures and standards for the siting, construction, placement, collocation, modification, operation, and removal of small cell facilities and/or wireless support structures within the City of Piqua municipal boundaries.
The goals of this chapter are to:

A. Provide standards for the siting, construction, placement, collocation, modification, operation, and removal of small cell facilities and wireless support structures within the City of Piqua.
B. Establish criteria for making application to promote fair and efficient processing of applications.
C. Ensure that small cell facilities and wireless support structures conform to all applicable health and safety regulations.
D. Preserve the character of the City's neighborhoods and historic districts by limiting the overall number of facilities within the City's Right of Way.
E. Protect public improvements from being disrupted after completion, i.e. streetscaping, sidewalks and ramps and other public improvement projects.
F. Reduce visual clutter and preserve and enhance the aesthetic environment of the City of Piqua.
G. Ensure the safety of motorists, pedestrians, and other users of the City's Rights of Way by limiting the placement and overall number of facilities within close proximity to roadways, sidewalks, or other such ways of travel.
H. Establish a fair and reasonable method to recover costs incurred in administering this Chapter.

55.02 DEFINITIONS
Within this Chapter, words with specific defined meanings are as follows:

Abandoned. Any small cell facilities or wireless support structures that are unused for a period of three hundred sixty-five days without the operator otherwise notifying the City and receiving the City's approval.

Agent. A person that provides the City written authorization to work on behalf of a public utility.

Antenna. Communications equipment that transmits or receives radio frequency signals in the provision of wireless service.

Applicant. Any person that submits an application to the City to site, construct, place, collocate, modify, operate, and/or remove a small cell facility or wireless support structure in the City of Piqua.

Collocation, collocate. To install, mount, maintain, modify, operate, or replace wireless facilities on a wireless support structure or utility pole.

Cable operator, cable service, franchise. These words have the same meanings as in the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 522.

Decorative pole. A pole, arch, or structure other than a street light pole placed in the Right of Way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following:

A. Electric lighting;
B. Specially designed Informational or directional signage;
C. Temporary holiday or special event attachments
D. Banners on poles authorized by the City of Piqua.
Enclosure. A cabinet for equipment intended to conceal its contents, prevent electrical shock to users, and protect the contents from the environment.

Equipment. Electrical and/or mechanical devices or components.

Historic District. A building, property, or site, or group of buildings, properties, or sites that are either of the following:

A. Listed in the national register of historic places or formally determined eligible for listing by the keeper of the national register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the national register, in accordance with section VI.D.1.a.i-v of the nationwide programmatic agreement codified at 47 C.F.R. part 1, Appendix C;

B. A registered historic district as defined in Section 149.311 of the Ohio Revised Code.

Municipal Electric Utility. The same meaning as in section 4928.01 of the Ohio Revised Code.

Ohio Manual of Uniform Traffic Control Devices, OMUTCD. The uniform system of traffic control devices promulgated by the department of transportation pursuant to Section 4511.09 of the Ohio Revised Code.

Occupy, Use. With respect to a Right of Way, to place a tangible thing in a Right of Way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable operator.

Permittee. A person issued a permit.

Person. Any natural person, corporation, or partnership and also includes any governmental entity.

Public Utility. A wireless service provider as defined in division (A)(20) of section 4927.01 of the Ohio Revised Code or any company described in section 4905.03 of the Ohio Revised Code except in divisions (B) and (I) of that section, which company also is a public utility as defined in section 4905.02 of the Ohio Revised Code; and includes any electric supplier as defined in section 4933.81 of the Ohio Revised Code.

Public Way Fee. A fee levied to recover the costs incurred by the City and associated with the occupancy or use of a Right of Way.

Right of Way, Public Way. The surface of, and the space within, through, on, across, above, or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which, on or after July 2, 2002, is owned or controlled by a municipal corporation. "Right of Way" excludes a private easement.

Small Cell Facility. A wireless facility that meets both of the following requirements:

A. Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than 6 cubic feet in volume.

B. All other wireless equipment associated with the facility is cumulatively not more than 28 cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements,
telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

**Small Cell Facility Operator, Operator.** A wireless service provider, or its designated agent, or cable operator, or its designated agent, that operates a small cell facility and provides wireless service as defined in division (T) of section 4939.01 of the Ohio Revised Code. For the purpose of this chapter, “operator” includes a wireless service provider or cable operator that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C.153(20), and services that are fixed in nature or use unlicensed spectrum.

**Substantial Change.** Substantial change means the same as defined by the FCC in 47 C.F.R. § 1.40001 (b )(7), as may be amended, and as applicable to facilities in the public right of way, which defines that term as a collocation or modification that:

A. increases the overall height more than 10% or 10 feet (whichever is greater);
B. increases the width more than 6 feet from the edge of the wireless support structure;
C. involves the placement of any new enclosures on the ground when there are no existing ground-mounted enclosures;
D. involves the placement of any new ground-mounted enclosures that are ten percent (10%) larger in height or volume than any existing ground-mounted enclosures;
E. involves excavation or deployment of equipment outside the area in proximity to the installation and other wireless communications equipment already deployed on the ground;
F. would defeat the existing concealment elements of the wireless support structure as determined by the Enforcing Official; or
G. violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval related to height, width, enclosures or excavation that is inconsistent with the thresholds for a substantial change.

Note: For clarity, the definition in this Chapter includes only the definition of a substantial change as it applies to installations in the public right of way. The failure to meet any one or more of the applicable thresholds means that a substantial change would occur. The thresholds for height increases are cumulative limits. For sites with horizontally separated deployments, the cumulative limit is measured from the originally-permitted wireless support structure without regard to any increases in size due to wireless facilities not included in the original design. For sites with vertically separated deployments, the cumulative limit is measured from the permitted site dimensions as they existed on February 22, 2012.

**Utility Easement.** An easement dedicated for the use of a Public Utilities Commission of Ohio regulated utility.

**Utility pole.** A structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric distribution or telecommunications service. The term excludes street signs and decorative poles.

**Wireless Facility.** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:

A. Equipment associated with wireless communications;
B. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
C. The term includes small cell facilities.
D. The term does not include any of the following:
   1. The structure or improvements on, under, or within which the equipment is collocated;
   2. Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

**Wireless Service.** Any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided to the public using wireless facilities.
**Wireless Service Provider.** A person who provides wireless service as defined in division (A)(20) of section 4927.01 of the Ohio Revised Code.

**Wireless Support Structure.** A pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a 15’ or taller sign pole, or utility pole capable of supporting wireless small cell facilities. As used in section 4939.031 of the Ohio Revised Code this chapter, "wireless support structure" excludes all of the following:

A. A utility pole or other facility owned or operated by a municipal electric utility;

B. A utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars, and trolleybuses.

**Permit, Work permit.** A permit issued by the City that must be obtained in order to perform any work in, on, above, within, over, below, under, or through any part of the Right of Way, including, but not limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, or installing, as well as the act of opening and cutting into the surface of any paved or improved surface that is part of the Right of Way. Also, a permit issued by the City that must be obtained in order to occupy the City’s Right of Way.

**55.03 APPLICABILITY**

No small cell facility operator may collocate or remove a small cell facility or construct, maintain, modify, operate, replace, or remove wireless support structures in, along, across, upon, and/or under the Right of Way except in conformance with all provisions of this Chapter and any other applicable requirements of the City of Piqua.

**55.04 PROCEDURES**

**55.04.1 - Permit Required**

Unless otherwise exempted, it shall be unlawful for any person to collocate or remove a small cell facility or construct, maintain, modify, operate, replace, or remove wireless support structures in, along, across, upon, and/or under the Right of Way unless a permit has been issued by the Enforcing Official.

**55.04.2 – Application Requirements**

This section specifies the necessary requirements for a complete permit application. A complete application shall consist of the following:

A. Application Fee - The applicant must provide the applicable permit application fee in the amount currently required by City of Piqua and listed in its permit fee schedule.

B. RF Compliance Affidavit - Applicants must submit a sworn affidavit prepared and signed by an RF engineer with knowledge about the proposed project that affirms the proposed project will be compliant with all applicable governmental regulations in connection with human exposure to radiofrequency emissions. The affidavit must include:

1. All frequencies on which the equipment will operate;
2. how many channels will be used on each frequency;
3. the effective radiated power ("ERP")
4. output level in measured watts; and
5. the height above ground for the lowest point on the lowest transmitter.

The required disclosures above must be included for all transmitters on the support structure, which includes without limitation existing collocated antennas and antennas used for wireless backhaul (such as microwave dish antenna or U/E relay).

C. Regulatory Authorization - To the extent that the applicant claims any regulatory authorization or other right to use the public right of way, the applicant must provide a true and correct copy of the certificate, license, notice to proceed or other regulatory authorization that supports the applicant's claim.

D. Owner's Authorization - Applicants must submit evidence sufficient to show that either:

1. the applicant owns the proposed support structure or
2. the applicant has obtained the owner's authorization to file the application.

E. Site Plans and Structural Calculations. The applicant must submit fully dimensioned site plans, elevation drawings and structural calculations prepared, sealed, stamped and signed by a Professional Engineer licensed and registered by the State of Ohio. Drawings must depict any existing wireless facilities with all existing wireless communications equipment and other improvements, the proposed facility with all proposed wireless communications equipment and other improvements and the legal boundaries of the leased or owned area surrounding the proposed facility and any associated access or utility easements.

F. Equipment and Enclosure Specifications. The applicant shall provide dimensioned elevations, cut sheets, material samples or other construction documents necessary to evaluate for compliance with this Chapter.

55.04.3 Application Type

A. Each application to collocate or remove a small cell facility or construct, maintain, modify, operate, replace, or remove wireless support structures in, along, across, upon, and/or under the Right of Way shall be classified as one of three types. The three types of applications are:

1. Small Cell Minor – An application that:
   a. Involves removal or replacement of small cell facilities and any associated equipment on an existing wireless support structure; and such removal or replacement does not constitute a substantial change; or
   b. Involves the routine maintenance of a small cell facility.

2. Small Cell Substantial – An application that:
   a. Involves the installation of a new small cell facility on a wireless support structure; or
   b. Involves the removal or replacement of a small cell facility on an existing wireless support structure and such removal or replacement constitutes a substantial change.

3. Wireless Support Structure – An application for a proposal to construct, modify or replace a wireless support structure in the Right of Way.

B. Applications seeking to collocate a small cell facility to a wireless support structure owned by the City and located within the City Right of Way shall also be required to obtain an Attachment Certificate and shall be subject to an attachment fee in an amount set by the City of Piqua in Appendix A.

55.04.4 Decisions

A. The Enforcing Official shall review the application for conformance with the standards of this Chapter and shall either:

1. approve, approve with conditions, or deny a Small Cell Minor application; or
2. grant or deny consent for Small Cell Substantial and Wireless Structure applications.

B. If a request is denied, the reasons for denial shall be provided in writing to the applicant.

C. The City reserves the right to deny an application if any one of the following conditions exist:

D. The application does not comply with a provision of this Chapter or a provision of the City of Piqua Codified Ordinances;

1. The applicant is not authorized to conduct business in the State of Ohio;
2. The applicant is not current in its obligation to pay to the City fees or taxes imposed by this Chapter;
3. The design or location is deemed unsafe or non-compliant in regards to transportation and engineering standards for construction within the Right of Way;
4. The design is counter to the health, safety, and welfare of the City;
5. The design or location is in conflict with current or proposed accessibility standards;
6. The design does not meet standards related to electrical, structural, safety or construction best practices.
7. The proposed design is in conflict with existing infrastructure, facilities, and/or utilities.

C. Except as allowed in subsection (D) of this section, applications shall be reviewed and a decision rendered according to 000.04.4.A – Decisions, within the following time periods:
1. Small Cell Minor – Small Cell Minor applications shall be rendered within 60 days of the date of filing.
2. Small Cell Substantial – Small Cell Substantial applications shall be rendered within 90 days of the date of filing.

D. The time period required in subsection (C) of this section may be tolled only:
   1. By mutual agreement between the applicant and the City;
   2. If the application is determined to be incomplete; or
   3. The number of applications exceeds the City's capacity to process them in a timely manner. If such number of applications exceeds capacity, then the following tolling time periods may be instituted:
      a. The time period may initially be tolled for up to 15 days when the number of applications received within any consecutive 30-day period exceeds 25 applications;
      b. For every additional 15 applications that the City receives above the 25 applications stated in (a) the time period may be tolled an additional 15 days; and
      c. For every additional 30 applications that the City receives above the 25 applications stated in (a) the time period may be tolled an additional 15 days.
      d. However, in no instance shall the time tolled exceed 90 consecutive days.

E. To toll the time period for incompleteness, the City shall provide the applicant notice within 30 days of the date of filing. Such notice shall include a listing of the missing documents and/or information. The time period resumes once the applicant submits a response. If an application is still incomplete, the City shall notify the applicant within 10 days of the response.

F. In the case of a consolidated application, each small cell facility or wireless support structure proposed to be constructed, modified, collocated, or replaced shall constitute a separate application.

G. If multiple applications are received by the City to install two or more wireless support structures that would violate the spacing requirements of 000.05.2 (B)2 – Design & Siting Requirements, or to collocate two or more small cell facilities on the same wireless support structure, the City shall process and render a decision in the order they are received.

H. In the event that an application is received by the City to install a wireless support structure or small cell facility in a location in common with another application for a facility in the right of way, preference shall be granted in the following order of service provided:
   1. Municipal Infrastructure
   2. Water
   3. Electricity
   4. Gas
   5. Landline Telephone
   6. Wireless Service

55.04.5 Amendments
Amendments to an application in process which are not part of a response to a notice of incompleteness or a correction notice shall be treated as a new application.

55.04.6 Issuance of Permit and Certificates
A. When an application is approved or granted consent, a permit shall be issued to the applicant authorizing the following:
   1. Small Cell Work Permit – A permit to perform the approved removal, replacement, or maintenance work, subject to any conditions;
   2. Small Cell Collocation Permit – A permit to perform the approved removal, replacement, or installation, and grant occupancy within the City Right of Way, subject to any conditions;
   3. Wireless Support Structure Permit – A permit to construct, modify or replace a wireless support structure in the Right of Way.
B. An applicant seeking collocation of a small cell facility to a wireless support structure owned by the City and located within the City Right of Way shall be issued an Attachment Certificate authorizing such attachment, subject to any conditions.

55.04.7 Scope of Approval
A. No permit or certificate authorized by this Chapter shall be transferrable.
B. No permit or certificate authorized by this Chapter shall convey title, equitable or legal, in the Right of Way.

55.04.8 Duration of Approval
A. The work authorized by the permit issued must be completed within 180 days from the date of issuance, unless otherwise conditioned as part of the approval.
B. An Attachment Certificate is valid for 10 years from the date of issuance and may be renewed by the applicant in successive 5 year terms. Any request for renewal is subject to approval by the Enforcing Official and may be denied for cause.
C. In the event that any court of competent jurisdiction invalidates any portion of federal law which mandates approval of any permit, such permit shall automatically expire 1 year from the date of the judicial order.
D. In the event that any court of competent jurisdiction invalidates any portion of state law which mandates approval of any permit shall automatically expire 60 days from the date of the judicial order and any structure shall be removed in accordance with Section 55.05.1(M) General Standards unless otherwise authorized.

55.04.9 Revocation
The following are grounds for revocation or denial of approval:
A. The intentional provision of misleading information by the applicant (the provision of information is considered "intentional" where the applicant was aware of the inaccuracies or could have discovered the inaccuracies with reasonable diligence);
B. The failure to comply with any condition of approval, order, or other applicable law, rule, or regulation;
C. The site, structure or operation is otherwise not in compliance with any other provision(s) of applicable law;
D. The subject site or use is otherwise not in compliance due to incomplete work or projects, or is not in compliance due to unperformed work as part of an open permit.

55.04.10 Appeals
The Board of Zoning Appeals shall act as the Board of Appeals for items concerning this chapter and shall hear and decide upon appeals where it is alleged there is an error in any written decision made by the Enforcing Official in the enforcement of this Code.
A. A complete written appeal shall be filed by the appellant within 10 days of the written decision of the Enforcing Official or the appeal shall become void. The appeal shall be filed with the Clerk of Commission. The written appeal shall:
   a. Cite specific provisions of this Chapter that are alleged to have been interpreted in error or the specific action being appealed and the grounds on which the appeal is being made;
   b. Include application fee payable to City of Piqua as stated in Appendix A.
   c. Include such other information as may be required to render a reasonable decision;
B. An aggrieved party, the City of Piqua City Manager, or the City Manager’s designee, may appeal the Board of Appeals decision in accordance with ORC 2506.

55.05 STANDARDS

55.05.1 General
The City of Piqua desires to promote orderly small cell facility and wireless support structure installations using the smallest and least intrusive means available to provide services to the community. All such installations in the public right of way shall comply with all applicable provisions in this section. All applications shall be subject to the following conditions:

A. Compliance with all Applicable Laws – Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.

B. Right to Inspect – The City or its designee may inspect a small cell facility or wireless support structure within the Right of Way upon reasonable notice to the permittee. The permittee shall cooperate with all inspections. The City reserves the right to support, repair, disable, or remove any elements of the small cell facility or wireless support structure in emergencies or when the small cell facility or wireless support structure threatens imminent harm to persons or property.

C. Contact information – Permittee shall at all times maintain accurate contact information for all parties responsible for the small cell facility or wireless support structure, which shall include a phone number, street mailing address, and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Clerk of Commission.

D. Indemnities – The permittee and, if applicable, the non-government owner of a small cell facility or wireless support structure shall defend, indemnify, and hold harmless the City and its agents, officers, officials, and employees from:

1. Any and all damages, liabilities, injuries, losses, costs, and expenses arising out of any claims, demands, lawsuits, writs of mandamus, or other actions or proceedings brought against the City to challenge, attack, seek to modify, set aside, void, or annul the City's approval of the applicable permit or certificate; and

2. Any and all damages, liabilities, injuries, losses, costs, and expenses and any claims, demands, lawsuits, or other actions or proceedings of any kind, whether for personal injury, death, or property damage, arising out of or in connection with the activities or performance of the permittee or its agents, employees, licensees, contractors, subcontractors, or independent contractors.

3. In the event the City becomes aware of any such actions or claims, the City shall promptly notify the permittee and shall reasonably cooperate in the defense. It is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City’s defense, and the permittee (as applicable) shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense.

E. Interference with City Communication Services – In the event that the City has reason to believe that permittee’s operations are causing interference with the City’s radio communications operations, then the permittee shall, at its cost, immediately cooperate with the City to either rule out permittee as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the equipment on and off for testing.

F. Adverse Impact – Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the small cell facility or wireless support structure.

G. Maintenance – The site and the small cell facility or wireless support structure, including but not limited to all landscaping, fencing, and related equipment, must be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

H. Good Condition – Small cell facilities and wireless support structures shall at all times employ best practices and maintain in use only the best available technology and methods for preventing failures and accidents so that the same shall not menace or endanger the life or property of any person.

I. Graffiti and Vandalism – Permittee shall remove any graffiti at permittee’s sole expense.

J. Exposure to RF Radiation – All small cell facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards.
K. Utility Lines – Service lines must be undergrounded whenever feasible to avoid additional overhead lines and as governed by Piqua Codified Ordinance 92.20.

L. Relocation for Public Improvements – Permittee shall remove and relocate the permitted small cell facility and/or wireless support structure at permittee's sole expense to accommodate construction of a public improvement project by the City.

M. Removal if Discontinued – In the event that the use of a small cell facility is discontinued, the owner shall provide written notice to the City of its intent to discontinue use and the date when the use shall be discontinued. If a small cell facility is not removed within 90 days of discontinued use, the City may remove it at the owner’s expense irrespective of the notice requirement under this section.

N. Abandoned – In the event that the use of a small cell facility is abandoned, the City may remove it at the owner’s expense.

O. Site Restoration
   1. Upon completion of the new work, the contractor shall restore the street and/or alley pavement as required;
   2. Upon completion of the new work, the contractor shall restore all concrete walks, driveway aprons, and other concrete as required;
   3. Upon completion of the new work, the contractor shall restore all tree lawns and/or sod strips with topsoil and sod.

P. General Construction – All work and designs shall comply with the following general standards for construction in the City's Right of Way:
   1. City of Piqua Codified Ordinances;
   2. City of Piqua Standard Construction Drawings;
   3. City of Piqua Construction and Material Specifications;
   4. Ohio Department of Transportation (ODOT) Location and Design Manual;
   5. ODOT Standard Drawings;
   6. ODOT Construction and Material Specifications;
   7. Ohio Manual of Traffic Control Devices;
   8. NACTO Urban Street Design Guidelines;
   10. AASHTO Roadside Design Guide;
   12. AASHTO Guide for Development of Bicycle Facilities;
   14. USAB American with Disabilities Act Accessibility Guidelines;
   15. National Fire Protection Association 70 National Electric Code; and
   16. all other applicable local, state, and federal codes and regulations.

Q. Taxes and assessments – To the extent taxes or other assessments are imposed by taxing authorities on the use of City property as a result of an applicant's use or occupation of the right of way, the applicant shall be responsible for payment of such taxes, payable annually unless otherwise required by the taxing authority.

R. Interference – Small cell wireless and wireless support structures shall be constructed and maintained in such a manner that will not interfere with the use of other property.

S. Financial Condition - All owners must procure and provide to the City a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this chapter. Such bond or financial mechanism must specifically cover the cost of removal of the item placed in the Right of Way.

T. Setbacks for Visibility and Access - Any new small cell facility or wireless support structure and other improvements associated with a new small cell facility or wireless support structure or an existing small cell facility or wireless support structure must be setback from intersections, alleys and driveways and placed in locations where it will not obstruct motorists' sightlines or pedestrian access.
U. Obstructions - Any new small cell facility or wireless support structure and other improvements associated with a new small cell facility or wireless support structure or an existing small cell facility or wireless support structure shall not obstruct any:
   1. worker access to any above-ground or underground infrastructure for traffic control, streetlight or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade reflectors;
   2. access to any public transportation vehicles, shelters, street furniture, public sidewalks or other right of way improvements;
   3. worker access to above ground or underground infrastructure owned or operated by any public or private utility agency;
   4. fire hydrant access;
   5. access to any doors, gates, sidewalk doors, passage doors, stoops or other ingress and egress points to any building appurtenant to the right of way; or
   6. access to any fire escape.

V. Historic or Architecturally Significant Structures - Any new utility installation and other improvements associated with a new utility installation or an existing utility installation may not be placed directly in front of any historic or architecturally significant structures unless no other location is available and if placed shall comply with any design or concealment measures in an historic district.

W. No placement of any small cell facility or wireless support structure shall necessitate tree trimming, cause removal of, or otherwise damage any tree located within the City’s Right of Way or a designated utility easement. Such small cell facility or wireless support structure shall not be located within the eventual mature dripline or tree crown of any existing tree located within the City’s Right of Way or a designated utility easement.

55.05.2 Design and Siting Requirements

A. General Requirements
   1. Wireless support structures shall align with other poles to achieve a uniform inline appearance.
   2. Wireless support structures shall be setback from the edge of pavement according to applicable safety and construction standards as set forth in 000.05.1.P - General.
   3. All small cell facilities and wireless support structures and any related items shall be installed and maintained plumb and level and shall maintain an orderly and neat appearance.
   4. All equipment and enclosures shall be attached, anchored and/or strapped tightly to poles using corrosion resistant steel hardware.
   5. Wireless support structures shall support no more than two small cell facilities.
   6. Ambient noise suppression measures or placement of the equipment in locations less likely to impact adjacent properties shall be required to ensure compliance with all applicable noise regulations.
   7. Unless otherwise required for compliance with FAA or FCC regulations, the small cell facility or wireless support structure shall not include any permanently installed lights. Any lights associated with the equipment shall be appropriately shielded from public view. This shall not be interpreted to prohibit streetlights or the placement of luminaires by the City.

B. Location
   1. In accordance with ORC 4939.0314(D), Authority of a Municipal Corporation, the City shall reserve the right to propose an alternate location to the proposed location of a new wireless support structure, provided the alternate location is within 100’ or a distance equal to the width of the Right of Way in or on which the new wireless support structure is proposed, whichever is greater. The City of Piqua also finds that certain locations and collocation configurations are preferred. A preferred location and collocation configuration should be utilized whenever possible and should only be surpassed if in the determination of the Enforcing Official, clear and convincing evidence supports such a decision. Cost alone should not be grounds for such a determination. The order of preference is as follows:
a. First, small cell facilities should be collocated on an existing pole or wireless support structure within a utility easement. If no such pole or wireless support structure is available, then proceed to the next preference;
b. Second, small cell facilities should be collocated on an existing pole or wireless support structure within an alley. If no such pole or wireless support structure is available, then proceed to the next preference;
c. Third, small cell facilities should be collocated on a new wireless support structure within a utility easement. If no such location is available, then proceed to the next preference;
d. Fourth, small cell facilities should be collocated on a new wireless support structure within an alley. If no such location is available, then proceed to the next preference;
e. Fifth, small cell facilities should be collocated on a wireless support structure currently supporting a small cell facility located within the City Right of Way. If no such wireless support structure is available, then proceed to the next preference;
f. Sixth, small cell facilities should be collocated on an existing pole located within the City Right of Way. If no such existing pole is available, then proceed to the next preference;
g. Seventh, small cell facilities should be collocated on a new wireless support structure located within a utility easement. If no such location is available, then proceed to the next preference;
h. Eighth, small cell facilities should be collocated on a new wireless support structure located within an alley. If no such location is available, then proceed to the next preference
i. Ninth, small cell facilities should be collocated on a new wireless support structure located within the City Right of Way.

2. Any new wireless support structure shall be located at least 750 feet from any existing small cell facility.

C. Wireless Facilities Design

1. Wireless support structures shall be subject to the following design standards:
   a. Wireless support structure and any collocated antennas shall be limited to 40 feet in height.
   b. Wireless support structures shall be capable of supporting at least two small cell facility operators.
   c. New wireless support structures shall have the following design elements:
      i. Material – aluminum poles;
      ii. Color – black anodized;
      iii. Diameter – 12 inches;
      iv. Style – smooth round tapered profile;
      v. Base – trapezoidal pedestal base on a reinforced concrete footing/foundation pier;
      vi. Exception – If the neighborhood context would be better served by a pole of a different material, color, style, or base as determined by the Enforcing Official, then such design elements may be substituted with an alternate design element. Such determination shall be based on the following factors:
         I. The design features of nearby poles serving in a similar capacity;
         II. The design features of the existing or proposed streetscape, district, or site;
         III. The historical context of a district or specific site;
         IV. A desire to camouflage or conceal the pole from view.

2. Small cell facilities shall be subject to the following design standards:
   a. The City reserves the right to require the following:
i. Antenna and all associated equipment shall be concealed to the extent deemed necessary by the Enforcing Official in response to the aesthetic context of the small cell facility. Some possible configurations include but shall not be limited to the following:

   I. Antenna(s) associated with the first fitting on a wireless support structure shall be top-mounted and concealed within a radome that matches the color of the pole on which it is mounted and also conceals the cable connections, antenna mount and other hardware. The Enforcing Official may approve a side-mounted antenna with the initial fitting if, or approve an alternate color, if in the Enforcing Official’s discretion, the side-mounted antenna or alternate color would be more appropriate given the built environment, neighborhood character, overall site appearance and would promote the purposes of this Chapter.

   II. GPS antennas be placed within the radome or directly above the radome not to exceed six inches.

b. Each Antenna and all associated equipment shall not exceed 6 cubic feet in volume.

c. All portions of a Small Cell Facility other than an antenna and as identified by the ORC 4939.01 (P)2, shall not exceed 21 cubic feet in volume per facility.

d. Small cell facilities mounted to a wireless support structure shall be completely concealed within a common enclosure capable of containing at least two small cell facilities. Such common enclosures shall:

   i. not exceed 21 cubic feet in volume;
   ii. not exceed 90 inches in height, 20 inches in width, or 20 inches in depth;
   iii. not extend more than 24 inches away from the pole on which it is mounted;
   iv. shall be centered on the vertical axis of the pole to which it is mounted;
   v. be mounted at a distance of at least 10 feet measured from grade to the bottom of the enclosure;
   vi. be mounted on the side of the pole opposite the side from which the nearest traffic lane’s direction of travel approaches the pole. The Enforcing Official may approve an alternate mounting orientation, if in the Enforcing Official’s discretion, the alternate mounting orientation would be more appropriate given the built environment, neighborhood character, overall site appearance and would promote the purposes of this Chapter.

e. Such common enclosures shall have the following design elements:

   i. Material – The enclosure material shall be metal, a composite, or an equivalent material as determined by the Enforcing Official.
   ii. Color – The enclosure shall match the color of the pole on which it is mounted unless the surrounding context of the small cell facility is better suited to another color, as determined by the Enforcing Official.
   iii. Style – The enclosure shall match the style, or lack thereof, of the pole on which it is mounted unless the surrounding context of the small cell facility is better suited to another style, as determined by the Enforcing Official.
   iv. Coordinated Design Elements – common enclosures when located within 3000 feet of an existing common enclosure shall match the design elements of the existing common enclosure unless the surrounding context of the small cell facility is better suited to an alternate design.

f. All ground mounted equipment shall be placed in an underground vault. No above grade ground mounted equipment in service of a small cell facility is permitted unless a waiver is requested and the following conditions can be satisfied as determined by the Enforcing Official:
i. The applicant has submitted clear and convincing evidence that the equipment cannot feasibly be pole-mounted, placed in an underground vault, or hidden within or integrated into an existing streetscape element (i.e. - bus stop shelter). Increased costs alone shall not be a consideration. If a ground mounted enclosure is approved, the Enforcing Official shall reserve the right to require any of the following conditions:

   I. Concealed Enclosure – All equipment shall be completely concealed within a metal, composite, or equivalent material enclosure as determined by the Enforcing Official.

   II. Smallest Size – The enclosure shall be no larger than necessary based on the smallest available size of the proposed equipment as determined by the Enforcing Official.

   III. Camouflage – Camouflaging elements may be required. Such elements may include, but shall not be limited to strategic placement in less visible or obtrusive locations, placement within an existing streetscape element, landscape screening, and strategic painting or coating to camouflage such enclosure or equipment.

   ii. The maximum height of any such enclosure shall be 36".

g. The vertical cable runs for the connection of power and other services on all small cell facilities collocated on new wireless support structure installations shall be concealed within the wireless support structure. The vertical cable runs for the connection of power and other services on all small cell facilities collocated on existing wireless support structure installations shall be concealed within the wireless support structure, unless it is determined not possible by the Enforcing Official. The vertical cable runs for the connection of power and other services on all small cell facilities collocated on utility poles shall be mounted to the surface of the pole within conduit.

h. Electric meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, and cut-off switches shall be mounted on the same side of the pole as the small cell facilities common enclosure and shall match the color of the small cell wireless facilities and the color of the pole on which it is mounted. The Enforcing Official may approve an alternate mounting orientation or color, if in the Enforcing Official’s discretion, the alternate mounting orientation or alternate color would be more appropriate given the built environment, neighborhood character, overall site appearance and would promote the purposes of this Chapter.

55.05.3 Reservation of Right of Way
The City reserves the right to Reserve space for future public safety or transportation uses in the Right of Way or on a wireless support structure or pole owned or operated by the City in a documented and approved plan in place at the time an application is filed. A reservation of space shall not preclude placement of a pole or collocation of a small cell facility. If replacement of the City’s pole or wireless support structure is necessary to accommodate the collocation of the small cell facility and the future use, the small cell facility operator shall pay for the replacement of the pole or wireless support structure, and the replaced pole or wireless support structure must accommodate the future use.

55.05.4 Undergrounding
Wireless support structures shall be subject to compliance with the City of Plqua Code of Ordinances 92.20 unless a waiver has been granted under Design Standards Section 55.05.2(C)(2)(f) as stated herein.

55.06 Nonconformity
A nonconforming small cell facility and/or wireless support structure shall immediately lose its nonconforming designation and must be brought into compliance with all of the provisions of this chapter, and all other applicable City laws and ordinances or be removed if any of the following conditions are present:

A. The nonconforming small cell facility and/or wireless support structure or a part of the nonconforming small cell facility and/or wireless support structure is altered, modified, relocated, replaced, or changed in any manner whatsoever;

B. The nonconforming small cell facility and/or wireless support structure is damaged or deteriorated and requires any process of reconstruction, repair, maintenance, or restoration, and the cost of said reconstruction, repair, maintenance, or restoration exceeds fifty percent of the small cell facility and/or wireless support structure’s replacement cost;

C. The nonconforming small cell facility and/or wireless support structure is abandoned.

55.07 Conflict with other Provisions
In the event that any other applicable law or code requires any more restrictive requirements, the most restrictive requirement shall control.

55.08 Severability
The provisions of any part of this chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances, is held invalid, the remaining provisions, subsection, and applications of such ordinance to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this chapter when originally adopted by City Commission.

55.09 Penalties

A. Any person in violation of any of the terms of this chapter, or who, being the owner or agent of the owner of any lot, tract, or parcel of land, shall suffer or permit another to erect, construct, reconstruct, alter, repair, convert, attach, or maintain any such facility, shall be deemed to have violated the provisions hereof and commits a misdemeanor of the first degree with each day during the period such violation continues constituting a separate offense.

B. If any utility installation is erected, constructed, reconstructed, altered, repaired, converted, attached, or maintained in violation of this chapter or of any regulations made pursuant hereto, the proper officer of the City, in addition to other remedies, may institute in the name of the City any appropriate action or proceeding, whether by legal process or otherwise, to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, attachment, or use, to restrain, correct, or abate such violation, to prevent the use of such utility installation, and/or to prevent any illegal act, conduct, business, or use in or about such utility installation.

C. The Enforcing Official is authorized to make requests and to issue orders regarding utility installations in the right of way for the purpose of public safety and compliance with this chapter of the City of Piqua Code of Ordinances. The Enforcing Official is also authorized to conduct visual and external inspections of utility installations in the right of way at any time and shall make efforts to coordinate with the provider responsible for a utility installation for any internal inspection of the relevant equipment.
1. **NEW TAPERED METAL POLE INSTALLATIONS:**
   A. ALL TAPERED METAL POLES SHALL BE INSTALLED AND MAINTAINED VERTICALLY AND FLUSH.
   B. ALL TAPERED METAL POLES SHALL BE ANCHORED ONTO A REINFORCED CONCRETE FOOTING / FOUNDATION PIER AS REQUIRED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF OHIO.
   C. ALL TAPERED METAL POLE INSTALLATIONS SHALL HAVE A 36'-0" MAXIMUM HEIGHT ABOVE GRADE.

2. **POLE ATTACHMENT:**
   A. ALL EQUIPMENT CABINETS AND/OR SHROUDS SHALL BE ATTACHED, ANCHORED AND/OR STRAPPED TIGHTLY TO THE POLE.
   B. ALL POLE ATTACHMENT, ANCHORING, AND STRAPPING HARDWARE SHALL BE HOT-DIPPED GALVANIZED STEEL.

3. **WIRING & CABLE MANAGEMENT:**
   A. ALL WIRING AND/OR CABLES AND THEIR CONNECTIONS SHALL BE LOCATED INTERNALLY WITHIN THE POLE AND CONCEALED FROM VIEW.

4. **EQUIPMENT DESIGN:**
   A. THE DESIGN OF THE ANTENNA, ANTENNA POLE ATTACHMENT SHROUD, ALL-IN-ONE OPEN CAGE SERVICE EQUIPMENT SHROUD, AND ALL-IN-ONE METER ENCLOSURE MAY VARY AS REQUIRED PER MANUFACTURER IN COMPLIANCE WITH THE MAXIMUM DIMENSIONAL LIMITS NOTED.

5. **UNISEX:**
   A. ALL POLE MOUNTED ITEMS SHALL BE PAINTED IN COMPLIANCE WITH THE GUIDELINES.

6. **EQUIPMENT NOISE:**
   A. NOISE GENERATING EQUIPMENT SHALL NOT BE INSTALLED.

7. **EQUIPMENT SIGNING:**
   A. ALL EQUIPMENT IDENTIFICATION, COMPLIANCE, AND WARNING STICKERS SHALL BE THE SMALLEST SIZE AND FEWEST NUMBER ALLOWED BY LAW AND SYMMETRICALLY LOCATED.

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**NEW POLE INSTALLATION NOTATION:**

- **POLE TOP MOUNTED DRUM STYLE ANTENNA**
- **ANTENNA METAL POLE MOUNTING ASSEMBLY AND CABLE CONNECTION SHROUD**

- **TAPERED METAL POLE WITH A 10'-0" - 12'-0" (MAXIMUM) BASE.**

**NOTE:**

- ALL WIRING AND CABLES SHALL BE LOCATED INTERNALLY WITHIN THE POLE AND CONCEALED FROM VIEW.

- **ALL-IN-ONE 20" W X 20" D X 90" L (MAXIMUM) OPEN CAGE SERVICE EQUIPMENT SHROUD CONCEAULING ALL SYSTEM EQUIPMENT.**
NOTES:

1. NEW WOOD POLE INSTALLATIONS:
   A. ALL WOOD POLES SHALL BE INSTALLED AND MAINTAINED VERTICAL AND PLUMB.
   B. ALL WOOD POLES SHALL HAVE A BURNT DEPTH AS REQUIRED BY A STRUCTURAL
      ENGINEER LICENSED IN THE STATE OF OHIO.
   C. ALL WOOD POLE INSTALLATIONS SHALL HAVE A 36'-0" MAXIMUM HEIGHT ABOVE
      GRADE.

2. POLE ATTACHMENT:
   A. ALL EQUIPMENT CABINETS AND/OR SHRUDS SHALL BE ATTACHED, ANCHORED, AND/OR
      STRAPPED TIGHTLY TO THE POLE AT A MINIMUM OFFSET.
   B. ALL CONDUIT SHRUDS SHALL BE STRAPPED TIGHTLY TO THE POLE AND SHALL NOT BE
      OFFSET FROM THE POLE.
   C. ALL POLE ATTACHMENT, ANCHORING, AND STRAPPING HARDWARE SHALL BE HOT-DIPPED
      GALVANIZED STEEL.

3. WIRING & CABLE MANAGEMENT:
   A. ALL WIRING AND/OR CABLING AND THEIR CONNECTIONS SHALL BE CONCEALED FROM
      VIEW, SHALL NOT BE LOOSELY INSTALLED, LOOPED, OR CONNECTED EXTERNALLY OR
      STRAPPING.
   B. ALL SHRUDING SHALL BE ANCHORED AT EQUALLY SPACED INTERVALS TO KEEP THE
      CONDUIT STRAIGHT AND TIGHT AGAINST THE POLE.
   C. OPEN WIRING AND/OR CABLING ENCLOSURES SHALL NOT BE PERMITTED OR INSTALLED.

4. EQUIPMENT DESIGN:
   A. THE DESIGN OF THE ANTENNA, ANTENNA POLE ATTACHMENT SHRUD, AND ALL-IN-ONE
      ENCLOSURE MAY VARY AS REQUIRED PER MANUFACTURER IN COMPLIANCE WITH THE
      MAXIMUM DIMENSIONAL LIMITS NOTED.

5. FINISHES:
   A. ALL POLE MOUNTED ITEMS SHALL BE PAINTED TO MATCH THE WOOD POLE.

6. EQUIPMENT SIZING:
   A. NOISE GENERATING EQUIPMENT SHALL NOT BE INSTALLED.

7. EQUIPMENT IDENTIFICATION:
   A. ALL EQUIPMENT IDENTIFICATION, COMPLIANCE, AND WARNING STICKERS SHALL BE THE
      SMALLEST SIZE AND FINEST NUMBER ALLOWED BY LAW AND SYMMETRICALLY LOCATED.

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1.8" MAX

2'-0"

MINIMUM

1" (MAX) PVC CONDUIT
FOR ELECTRICAL POWER
SERVICE GROUND.

1" (MAX) PVC CONDUIT
FOR SYSTEM ELECTRICAL
CONNECTION GROUND.

---

OVERHEAD ELECTRIC POWER
SOURCE SERVICE CONNECTION.

NOTE - ALL OTHER WIRING
AND/OR CABLING CONNECTIONS
SHALL BE CONCEALED FROM
VIEW.

ALL ABOVE GROUND WIRING,
CABLES, AND CONNECTIONS
SHALL BE ENCASED IN THE
SMALLEST SECTION OR
SMALLEST DIAMETER PVC
CHANNEL, CONDUIT,
U-GUARD, OR SHRUD
FEASIBLE WITH A MAXIMUM
DIMENSION OF 4".

(1) ALL-IN-ONE
20" W X 20" D X 90" L
(MINIMUM) OPEN CAKE
SERVICE CABINET / SHRUD
ENCLOSING ALL SYSTEM
EQUIPMENT.

THE WIRING SHRUDS SHALL
BE PAINTED - COLOR TO
MATCH WOOD POLE.

---

ALL ABOVE GROUND
WIRING, CABLES, AND
CONNECTIONS SHALL BE
ENCASED IN THE
SMALLEST SECTION OR
SMALLEST DIAMETER PVC
CHANNEL, CONDUIT,
U-GUARD, OR SHRUD
FEASIBLE WITH A MAXIMUM
DIMENSION OF 4".

ALL-IN-ONE 8" W
(12" W MAX) METER
& MAIN SERVICE OVER-
CURRENT PROTECTION &
DISCONNECT ENCLOSURE.
NOTE - INSTALL THE
SMALLEST ENCLOSURE
POSSIBLE.

---

CONCRETE WALK

TREE LAWN

---

CURRENT INSTALLATION HEIGHT ABOVE GRADE

MINIMUM

3'-0" 5'-0"

MAXIMUM

5'-0"
ADJACENT METAL POLE INSTALLATIONS:

1. Metal poles shall be legged and walled and vertical and
2. Metal pole shall be red onto a reinforced concrete
3. Foundation per AS required
4. Structural engineer licensed in
5. Foundation of Ohio
6. Metal pole installations shall be 30'-6" minimum height

ATTACHMENTS:

1. Hinges, cabinets, and/or
2. Poles shall be attached, anchored
3. Strayed, lightly to the pole
4. All attachments, anchoring, and
5. All hardware shall be hot-dipped
6. Painted steel

A. ANCHORING:

1. Anchor/mounting and their
2. Cones shall be located internally
3. Anchored and concealed from

B. SHELTER:

1. Cushion of the antenna
2. Attenuator provided to
3. Calculate case service equipment
4. Sudden one meter enclosure may
5. As required per manufacturer's
6. Volume with the maximum dimensions

C. ISL:

1. ISL mounts items shall be painted
2. Arranged with the guidelines

D. MOUNT:

1. Generous equipment shall
2. Be installed

E. ISL SHIELD:

1. Equipment obstruction, compliance
2. Wiring stickers shall be the
3. Identified and frequent number allowed
4. And symmetrically located.
PUBLIC HEARING

RESOLUTION NO. R-47-18

A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT FILED BY SALLY K. APPLE (TRUST) AND DONALD E. APPLE (TRUST) FOR PARCELS #N44-076917, N44-076881 AND N44-076907 IN THE CITY OF PIQUA

WHEREAS, Sally K. Apple (Trust) and Donald E. Apple (Trust) have submitted a renewal application to designate parcels N44-076917, N44-076881 and N44-076907 (attached hereto as Exhibit “A”) as an agricultural use; and

WHEREAS, parcels N44-076917, N44-076881 and N44-076907 are devoted exclusively for agriculture use; and

WHEREAS, the placement of this property in an agricultural use district will not adversely impact the City of Piqua’s development needs; and

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

SEC. 1: The renewal application to place parcels N44-076917, N44-076881 and N44-076907 in an agricultural use district as provided by Ohio Revised Code Section 929.02 is hereby approved.

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

______________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds _________ Commissioner John Martin _________
Commissioner William Vogt _________ Commissioner Dave Short _________
Commissioner Kris Lee __________
RENEWAL OF FARMLAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)

TO CONTINUE in the Agricultural District, the owner MUST FILE a RENEWAL form PRIOR TO
the FIRST MONDAY IN APRIL every fifth year with the MIAMI COUNTY Auditor

APPLICANT: APPLE SALLY K (TRUST) & DONALD E (TRUST)
E SNODGRASS RD
PIQUA OH 45356

Application No: 230
Original Year: 12/2008
Renewal Year: 2018

Description of Land as shown on Property Tax Statement: FARM USE

Location of Property:

1. Do you want to renew the real estate list below in the AG District program?
   YES ☐ NO ☐

2. Does any of the land lie within a municipal corporation limit?
   YES ☐ NO ☐

3. Is the parcel(s) shown below presently being taxed at their Current Agricultural Use Valuation (CAUV) under section 5713.31, O.R.C.?
   YES ☐ NO ☐

4. Is the parcel(s) shown below exclusively devoted to agricultural purposes?
   YES ☐ NO ☐

5. If the total acreage farmed in this unit is less than 10 acres, show gross income produced from agricultural purposes for the last three years:

   1. 
   2. 
   3. 

<table>
<thead>
<tr>
<th>TAX DISTRICT(S)</th>
<th>PARCEL NUMBER(S)</th>
<th># of ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>J27</td>
<td>J27-018700</td>
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<tr>
<td>J27</td>
<td>J27-024300</td>
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<td>J27</td>
<td>J27-041800</td>
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<td>J27</td>
<td>J27-045400</td>
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<tr>
<td>K30</td>
<td>K30-003200</td>
<td>51.13</td>
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| ✲N44            | N44-076881       | 7.37 12-1-19 160 at SFL 12-1-27 N 160 at SE 12-1-07 N 160 at Half Sec 12-1-37 E Side SFL + SFL COR SEC
| ✲N44            | N44-076907       | 63.54 12-1-76 NE COR N 12-1-14 N at N 11-1-19 NE 160 at N 11-1-20 SW 160 at 12-1-20 SW 160 at SFL + SFL COR SEC
| ✲N44            | N44-076917       | 20.28      |

TOTAL ACRES 510.45

I declare that this report has been examined by me and to the best of my knowledge and belief is true and correct. I authorize the County Auditor to inspect the property described above to verify the accuracy of the application.

Signature of Owner: Donald Apple
Date: 2/10/18
Phone Number: 937-214-1676

MIAMI COUNTY Auditor Office - 201 W MAIN ST - TROY OH 45373
RESOLUTION NO. R-48-18

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF 1435 COVINGTON AVENUE, PARCEL N44-073178, FROM R-3 (MULTI-FAMILY RESIDENTIAL) TO B (GENERAL BUSINESS)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of 1435 Covington Avenue, parcel N44-073178, from R-3 Multi-Family Residential to B General Business, as shown in Exhibit "A" attached hereto; and

WHEREAS, the Planning Commission has conducted a public hearing and made a report of its findings; and

WHEREAS, the Planning Commission has submitted a recommendation to the City Commission;

WHEREAS, the City of Piqua Charter Section 154.141 requires the Commission to take action on zoning amendment recommendations received from the Planning Commission at their next regularly scheduled meeting; and

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

SEC. 1: The zoning designation of B (General Business) for 1435 Covington Avenue, parcel N44-073178, as shown in Exhibit "A" attached hereto, is hereby approved.

SEC. 2: The zoning map attached to Ordinance No. 42-96 is hereby revised and amended to assign a zoning designation of B (General Business) for 1435 Covington Avenue, parcel N44-073178, as shown in Exhibit "A" attached hereto, and the City Planner is hereby authorized to make said change on the original zoning map.

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short
### Commission Agenda
#### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 3, 2018</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF 1435 COVINGTON AVENUE, PARCEL N44-073178, FROM R-3 (MULTI-FAMILY RESIDENTIAL) TO B (GENERAL BUSINESS)</td>
</tr>
</tbody>
</table>
| SUBMITTED BY         | Name: Chris Schmiesing, City Planner  
Department: Development Department |
| AGENDA CLASSIFICATION| ☒ Resolution  
☐ Consent  
☐ Ordinance  
☐ Regular |
| APPROVALS/REVIEWS    | ☐ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☒ Planning Commission  
☐ Law Director  
☒ City Planner |
| BACKGROUND            | The property owner has requested the zoning designation of the subject property be changed to be B (General Business). This zoning will accommodate future redevelopment of the lot to include a business use. A review of the Comprehensive Plan and Zoning Code, and the testimony provided at a public hearing concerning this matter, has resulted in the Planning Commission finding that the request is consistent with adopted community land use policy and plans. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
Expenditure $:  
Source of Funds: |
| OPTIONS               | 1. Adopt the resolution to authorize the zoning change  
2. Defeat the resolution to reject the zoning change. |
| PROJECT TIMELINE      | March 13, 2018 – Planning Commission: Public Hearing  
April 3, 2018 – City Commission: Final Action |
| STAFF RECOMMENDATION  | Approve resolution |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS           | Zoning Map Exhibit |
RESOLUTION NO. PC 9-18

WHEREAS, William Hall, owner of the subject property in the City of Piqua, Ohio, has submitted a request to change the zoning designation of parcel N44-073178, from R-3 Multi-Family Residential to B General Business and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed zoning designation:

☐ Will be compatible with the intended use of the real property.

☐ Will not threaten the general health, safety, and welfare of the surrounding properties, and the adjacent property values will not be negatively affected.

☐ Is compatible with the general economic development policies of the City.

☐ Conforms to all other applicable codes and regulations of the city.

NOW THEREFORE BE IT RESOLVED, board member hereby moves to recommend (approval or denial) of the request made, as described by this resolution, the testimony provided, and the documents included herewith, and the motion is seconded by board member, and the voting record on this motion is herby recorded as follows.

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<th>AYE</th>
<th>NAY</th>
<th>ABSTAIN</th>
<th>ABSENT</th>
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<td>Mr. Jim Oda</td>
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<tr>
<td>Ms. Cindy Pearson</td>
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<td>Mr. Stu Shear</td>
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<td>Mr. Gary Koenig</td>
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<td>Mr. Mark Spoltman</td>
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RESOLUTION NO. R-49-18

A RESOLUTION APPROVING AN AMENDMENT
TO THE COLLECTIVE BARGAINING AGREEMENT WITH
LOCAL NO. 984 and OHIO COUNCIL 8, AFSCME (Blue Collar).

WHEREAS, the City of Piqua entered into a collective bargaining agreement Local No. 984 that was effective January 1, 2017 and expires December 31, 2019; and

WHEREAS, Article 5, Section 17 of the collective bargaining agreement included a compensation study to be conducted in 2017 for potential changes to wages in 2018; and

WHEREAS, the compensation study is complete and based upon that study, the City of Piqua bargaining team has evaluated the data and recommended that two bargaining positions, Electrician I and Electrician II, be amended to reflect being within 6% of the market; and

WHEREAS, through a Memorandum of Understanding, the City of Piqua and Local No. 984 previously agreed to adjust the wages of a Journeyman and a Journeyman Crew Leader prior to the completion of the compensation study and thus are included in the attached amended wage scale to the collective bargaining agreement; and

WHEREAS, Article 5, Section 17 of the collective bargaining agreement indicated that positions may be frozen in 2018 or 2019 if the positions were above market and after the bargaining team evaluated the data, four positions are above market and will be frozen for 2019.

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

SEC. 1: The City Commission authorizes the City Manager to amend the wage scale for 2018 and 2019 of the Journeyman, Journeyman Crew Leader, Electrician I and Electrician II within Local No. 984 and Ohio Council 8, AFSCME (Blue Collar) as indicated in attached Exhibit A.

SEC. 2: The adjusted wage scale shall be retroactive to January 1, 2018, in accordance with the calendar year of the collective bargaining agreement.

SEC. 3: In order to comply with Article 5, Section 17 of the collective bargaining agreement, the wages of Wastewater Operator I, Wastewater Plant Operator, Meter Reader and Lab Technician will be frozen for 2019 as indicated in attached Exhibit A.

SEC. 4: This Resolution is declared an emergency and is effective upon passage for the immediate preservation of the public peace, health or safety in the City of Piqua as the terms of the collective bargaining agreement are on a calendar year basis and the changes in the wages are retroactive to January 1, 2018.
KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

REBECCA J. COOL
CLERK OF COMMISSION

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

<table>
<thead>
<tr>
<th>Mayor Kathryn B. Hinds</th>
<th>Commissioner John Martin</th>
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<td>Commissioner William Vogt</td>
<td>Commissioner Kris Lee</td>
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<td>Commissioner Dave Short</td>
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<td>CLASS</td>
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<tr>
<td>Effective January 1, 2018</td>
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<tr>
<td>868</td>
<td>ELECTRICIAN I</td>
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<tr>
<td>869</td>
<td>ELECTRICIAN II</td>
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<tr>
<td>888</td>
<td>JOURNEYMAN LINE WKR</td>
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<tr>
<td>889</td>
<td>JOURNEYMAN LINE Crew Leader</td>
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<td>Effective January 1, 2019</td>
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<td>140</td>
<td>METER READER</td>
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<tr>
<td>830</td>
<td>WASTEWATER PLANT OPERATOR</td>
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<tr>
<td>831</td>
<td>WASTEWATER PLANT OPERATOR I</td>
</tr>
<tr>
<td>835</td>
<td>LABORATORY TECHNICIAN</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-50-18

A RESOLUTION AUTHORIZING THE LEASE OF PORTIONS OF
8620 NORTH COUNTY ROAD 25A

WHEREAS, the US Department of Energy owns the property that currently houses the Underground Utility department; and

WHEREAS, the property owners will complete abatement and remediation of hazardous materials including lead based paint beginning in June 2018; and

WHEREAS, the Underground Utility department must temporarily vacate the space currently occupied; and

WHEREAS, Resolution No. R-144-17 approved the lease of 8620 N. County Road 25-A, Piqua, Ohio but additional space is available and needed,

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

SEC. 1: The City Manager is hereby authorized to expand the lease a portion of the property at 8620 North County Road 25A for an amount not to exceed for $3,400 monthly, substantially in accordance with the attached Lease Agreement for a period of three years.

SEC. 2: The Finance Director certifies and warrants that the funds are available for the lease in the amount of $3,400 per month for the term of the lease effective December 1, 2017.

SEC. 3: All terms of the lease dated November 21, 2017 shall remain in effect as originally approved.

SEC. 4: This Resolution is declared an emergency and is effective upon passage for immediate preservation of public peace, health or safety in the City of Piqua as it is an amendment to a lease already in place.

KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________

REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Dave Short
Commissioner Kris Lee
AMENDMENT TO AGREEMENT OF LEASE

This Amendment to Agreement of Lease ("Amendment") is executed as of the ___ day of March, 2018, by and between ATM INVESTMENTS LLC, an Ohio limited liability company ("ATM"), and the CITY OF PIQUA ("City").

RECOLALS

A. ATM and the City entered into a certain Agreement of Lease dated November 21, 2017 ("Lease"), wherein ATM agreed to lease to the City, and the City agreed to lease from ATM, approximately 8,300 square feet plus 45 parking spaces as depicted in Exhibit B to the Lease (the "Original Space"), which constitutes a portion of the real property described in Exhibit A to the Lease ("Real Property").

B. ATM and the City desire to expand the Original Space to include two (2) additional offices which are also located on the Real Property ("Additional Space").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ATM and the City hereto agree and modify the Lease as follows:

1. Capitalized Terms. Capitalized terms used herein but not defined herein shall have the meanings specified in the Lease.

2. Additional Space. Effective upon June 1, 2018 ("Effective Date"), any reference in the Lease to the "Premises" shall thereupon mean and refer to the Original Space and the Additional Space, as depicted on Exhibit A attached hereto and made a part hereof. The Original Space is depicted in yellow and the Additional Space in red.

3. Term. The term of the Lease for the Additional Space shall commence on the Effective Date and expire on the same date as the term for the Original Space, as set forth in the Lease (the term for the Additional Space and the term of the Original Space, collectively hereinafter referred to as the "Term"). ATM and the City acknowledge and agree that the Term of the Lease for both the Original Space and Additional Space, i.e. the Premises, is currently scheduled to expire November 30, 2020.

4. Rent. Commencing as of the Effective Date and continuing throughout the Term, the City agrees to pay ATM Three Thousand Four Hundred and 00/100 Dollars ($3,400.00) per month as rent for the Premises, payable in advance commencing on the 1st day of June, 2018, and on the 1st day of each month thereafter during the Term.

5. Amendment: Entire Agreement. To the extent that any terms of this Amendment are inconsistent with the terms of the Lease, the terms of this Amendment shall prevail. In all other respects, the terms of the Lease shall remain in full force and effect throughout the Term and shall apply to the Additional Space as well as to the Original Space.

1
IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ATM INVESTMENTS LLC

By: ____________________________
    T. Adam Baker, Managing Partner

CITY OF PIQUA, OHIO

By: ____________________________

Its: ____________________________

STATE OF OHIO )
COUNTY OF MIAMI )SS:

Before me, a Notary Public in and for said County and State, personally appeared ATM INVESTMENTS LLC, an Ohio limited liability company, by T. Adam Baker, its Managing Partner, who acknowledged the signing thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this _______ day of March, 2018.

____________________________
Notary Public

STATE OF OHIO )
COUNTY OF MIAMI )SS:

Before me, a Notary Public in and for said County and State, personally appeared CITY OF PIQUA, OHIO, by ____________________, its ____________________, who acknowledged the signing thereof to be his/her voluntary act and deed, and the voluntary act and deed of said city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this _______ day of March, 2018.

____________________________
Notary Public

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & SHENK, A Legal Professional Association, Courtyard Center, Suite 300, 100 South Main Avenue, Sidney, OH 45365 (937) 492-1271.

G:\ATM Investments L.L.C\Amendment To City Of Piqua Lease.DOC

2
RESOLUTION NO. R-51-18

A RESOLUTION AUTHORIZING THE LEASE OF PORTIONS OF PARCEL NO. N44-250083

WHEREAS, the City of Piqua owns the property of Parcel No. N44-250083, commonly known as Roadside Park; and

WHEREAS, the property contains a former water treatment pump station no longer in use; and

WHEREAS, the former pump station has no value to the current water treatment operations, and

WHEREAS, NK Telco has interest in leasing the portion of Roadside Park for telecommunications infrastructure,

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

SEC. 1: The City Manager is hereby authorized to enter the lease for a portion of the Parcel No. N44-250083 identified in Exhibit B for an amount of $1.00 annually, substantially in accordance with the attached Lease Agreement for a period of twenty-five years.

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

____________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST:

____________________________________
REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Dave Short
Commissioner Kris Lee
ROADSIDE PARK
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 NK Telco, (Tenant), whose address is 301 South Street, New Knoxville, Ohio 45871;

§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 N44250083, as depicted in the Boundary Survey Map attached hereto as Exhibit A, and including the defined portion of land in Exhibit B, 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 TERM.
The Term of this Lease shall begin upon execution and shall automatically renew beginning on January 1, 2019, on a calendar year basis for a period of twenty-five (25) years unless terminated by either party with a ninety (90) day written notice.

§3 IMPROVEMENTS TO LEASED PREMISES AND OPERATION.
Tenant agrees to accept the Premises in its present "as-is" condition, subject to the representations and warranties contained in this Lease. Any improvements to the Premises shall become the benefit of the City. However, any structures or fixtures added, subject to §7, shall remain the property of the Tenant and shall immediately be removed by the Tenant upon termination of this Lease unless the parties negotiate otherwise. It is Tenant's responsibility to ensure that all improvements comply with all local zoning and planning codes and any other applicable national or state code requirement and acquiring any required permits.

Prior to operation of any facility constructed on the Premises, the City shall be provided a copy of any required license and/or permit for the operation.

Tenant may access leased property via public improvements leading to the site as needed for operations.

§4 LEASE PAYMENT
Beginning on January 1, 2018, 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 not removed within one hundred eighty (180) calendar days may, at City’s sole option, be considered abandoned by the Tenant and become the property of the City. (Just note that the 180 day period runs from the date of termination)

§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 accepts the Premises in an “as-is” condition, which contains a pump station that is no longer in use. Tenant shall have the authority to remove the pump station structure at its own expense.

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 not removed within 180 calendar days may, at City’s sole option, be considered abandoned by the Tenant and become the property of the City.

§8 REAL ESTATE TAXES; ASSESSMENTS.
(a) Tenant shall pay all taxes (collectively the "tax"), including assessments (including public or private storm water, water, sewer and special lighting assessments), assessed, levied, confirmed, or imposed during the term of this Lease whether or not now customary or within the contemplation of City and Tenant.

§9 RIGHTS RESERVED TO CITY
City shall have the following rights exercisable with notice and without liability to Tenant:

(b) 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. Access to the Leased Premises does not include access to any secured fixture or structure without Tenant accompanying the City.

§10 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 $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. The Certificate of Insurance shall specifically contain the following language:

"The City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds."

(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.
§11 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 interruption by City or any persons lawfully claiming under City.

§12 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 and subject this Lease to immediate termination by the City.
(b) A merger, acquisition or other sale or purchase shall be indicated in writing to the City as soon as can be legally disclosed. The City shall have sole authority to decide if the new entity shall continue in the Lease or the Lease shall be terminated.

§13 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.

§14 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.

The City has the ability to terminate the Lease without eminent domain but other public authorities may have the ability to exercise an eminent domain action.

§15 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.

§17 NOTICES.
All notices required under this Lease to be given to Tenant may be given to it at General Manager, NK Telco, 301 W South Street, New Knoxville Ohio 45871 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.

§18 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.

§19 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.

§20 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.

§21 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.

§22 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.

§23 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.

§24 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 any way damage the structures and comply with all city code requirements.

§25 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.

§26 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.

§28 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.

§29 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.

§30 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.

§31 TIME IS OF THE ESSENCE
Time is of the essence with regard to the terms and provisions of this Lease.

§32 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 hold 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 agent of the City, 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.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the _______ day of ________, 2017.

WITNESS: ____________________________________________________________

Landlord:
City of Piqua
By: ________________________________________________________________
Gary A. Huff, City Manager
Date: ________________________________

WITNESS: __________________________________________________________

Tenant:
NK Telco
_______________________________________________________________
Preston Meyer, General Manager
Date: ________________________________

APPROVED AS TO FORM:

Stacy Wall
Law Director
**MEETING DATE** | November 21, 2017
---|---
**REPORT TITLE** (Match resolution/ordinance title) | A RESOLUTION REQUESTING AUTHORIZATION TO LEASE PORTIONS OF THE PROPERTY LOCATED ON PARCEL NO. N44-250083
---|---
**SUBMITTED BY** | Justin Sommer, Assistant City Manager
Development Department
---|---
**AGENDA CLASSIFICATION** | ☒ Resolution
- ☐ Consent
- ☐ Ordinance
- ☐ Regular
---|---
**APPROVALS/REVIEWS** | ☒ City Manager
- ☒ Asst. City Manager/Finance
- ☒ Asst. City Manager/Development
- ☒ Law Director
- ☐ City Planner
- ☐ Planning Commission
---|---
**BACKGROUND** (Description, background, justification) | The subject property has been identified as a suitable location for a telecommunications utility hut for NK Telco. The City entered into an agreement to lease fiber to NK Telco in January 2017 in order to serve businesses and residents. The telecom hut will is needed to support the buildout of the fiber network. The subject property is a portion of Roadside Park and is a former pump station vacated by the Water Department upon the completion of new pump station. The former pump station is no longer in service nor of value to the Water Department operations. NK Telco has the authority to remove the former pump station at its expense.
---|---
**BUDGET/FINANCIAL IMPACT** (Project costs and funding sources) | Budgeted $:  
Expenditure $: $0  
Source of Funds:  
Narrative:  
---|---
**OPTIONS** (Include deny/approval option) | 1. Adopt the resolution to authorize the lease.  
2. Defeat the resolution and deny the lease.
---|---
**PROJECT TIMELINE** | April 2018
---|---
**STAFF RECOMMENDATION** | Approve the proposed resolution.
---|---
**ATTACHMENTS** | 1. Resolution, lease agreement, map