

FINDLAY CITY COUNCIL MEETING AGENDA

REGULAR SESSION

MARCH 2, 2021

COUNCIL CHAMBERS

ROLL CALL OF 2020-2021 COUNCILMEMBERS
PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ACCEPTANCE/CHANGES TO PREVIOUS CITY COUNCIL MEETING MINUTES:
Acceptance or changes to the February 16, 2021 Regular Session City Council meeting minutes.

ADD-ON/REPLACEMENT/REMOVAL FROM THE AGENDA: none

PROCLAMATIONS:
Mayor Muryn – Developmental Disabilities Awareness month.

RECOGNITION/RETIREMENT RESOLUTIONS: none

ORAL COMMUNICATIONS:
Findlay Shade Tree Commission Chair Thomas Mills – 2020 Shade Tree Commission annual report

PETITIONS:
Zoning amendment request – E Bigelow Ave (various parcels)
Home Living Rentals, LLC on behalf of Jessica Borsani Powell, Esq. would like to change the zoning of various parcels on East Bigelow Avenue to M2 Multiple Family, High Density. It currently is zoned as R2 Single Family, Medium Density. Needs to be referred to City Planning Commission and Planning & Zoning Committee.

WRITTEN COMMUNICATIONS: none

REPORTS OF MUNICIPAL OFFICERS AND MUNICIPAL DEPARTMENTS:
Police Chief Ring – donation in memory of Rex Fishbaugh
The City of Findlay Police Department received a two hundred dollar (\$200.00) check from Marsha Harris on memory of Rex Fishbaugh to be used for additional K-9 related training. Legislation to appropriate funds from the General Fund to the Police Department is requested. Ordinance No. 2021-020 was created.

FROM:	General Fund	\$ 200.00
TO:	Police Department #21012000-other	\$ 200.00

City Engineer Thomas – Logan Avenue Phase 3 (OPWC), Project No. 32894300
As authorized by Ordinance No. 2020-038, a bid opening was held for this project on February 12, 2021. Bids were received from six (6) potential contractors with the bid amounts ranging from six hundred forty-five thousand dollars to one million ninety-two thousand seven hundred twenty-three dollars and fifty—five cents (\$645,000.00-\$1,092,723.55). The lowest and best bid was received from Helms and Sons Excavating of Findlay, Ohio. This project is included in the 2020 Capital Improvement Plan and will be using the grant funding received from the Ohio Public Works Commission (OPWC). Twenty thousand dollars (\$20,000.00) was previously appropriated to the project for design and advertising. An additional appropriation is needed at this time for to cover the City's portion of the construction costs and contingency. Legislation to appropriate and transfer funds for this capital expenditure is requested. Ordinance No. 2021-021 was created.

FROM:	OPWC Grant	\$ 300,000.00
TO:	Logan Avenue Phase 3 (OPWC) Project No. 32894300	\$ 300,000.00
FROM:	Water Fund	\$ 88,200.00
TO:	Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$ 88,200.00
FROM:	Sewer Fund – Stormwater Restricted Account	\$ 146,033.00
TO:	Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$ 146,033.00
FROM:	CIT Fund – Capital Improvements Restricted Account	\$ 240,000.00
TO:	Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$ 240,000.00

City Engineer – Thomas – second Capital Improvement Appropriation of 2021
The second Capital Improvement allocation of the year is to authorize the Service Director or City Engineer to advertise for bids and enter into contracts for construction and to appropriate and transfer funds. Ordinance No. 2021-022 was created.

FROM:	CIT Fund – Capital Improvements Restricted Account	\$ 162,000.00
TO:	Park Maintenance #21034000-other	\$ 45,000.00
TO:	Recreation Functions #21044400-other	\$ 27,000.00
TO:	Streets #22040000-other	\$ 40,000.00
TO:	HVAC Upgrade for Municipal Building #31994700	\$ 50,000.00

City Auditor Staschiak – credit card reader for all City Departments

In 2020, City Auditor Staschiak had asked Council to pass a resolution for credit card processing fees due to the addition of card readers at the front counter of the Utility Billing Department. The implementation of the card readers for that department was successful and the City Auditor’s Office is now in the process of systematically implementing card readers for other City departments, the next department being the City Income Tax Department. Additional legislation, similar to Resolution No. 032-2020 As Amended that was specific to the Utility Billing Department, is needed for implementing credit card readers throughout other City Departments. Per City Auditor Staschiak’s conversations with ACI, it was determined that legislation on this may be broadly worded eliminating the need to have separate pieces of legislation for each department during the implementation process. In order to continue the consistency of having convenience fees charged back to the customer across all platforms (online, phone or over the counter card readers), legislation authorizing fees to be charged back to customers choosing to pay in this manner, suspending the statutory rules and giving the Resolution all of its readings during the March 2, 2021 City Council meeting is requested. Resolution No. 006-2021 was created.

City Auditor Staschiak – Police and Fire union contracts comparison of benefits

Police and Fire union contracts expire this year. The City Auditor’s Office maintains records covering many years of their contracts. Due to variations across the bargaining units, the City Auditor’s Office is providing updated documentation listing the most recent contracts currently in effect, as well as a comparison of benefits table, to assist in understanding the benefits across the employee base.

City Engineer Thomas – COVID grant offer for Findlay Airport

As announced by the Secretary of Transportation on February 12, 2021, the City of Findlay Airport is eligible for grant funds under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA). The funds will assist airport sponsors to address the COVID-19 public health emergency. The Federal Aviation Administration (FAA) will distribute these grants under the new Airport Coronavirus Response Grant Program (ACRGP). Based on the size (category) of the Findlay Airport, the City is eligible to receive twenty-three thousand dollars (\$23,000.00) to be used for operational expenses such as personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt payments. Legislation authorizing the Mayor, Service Director, or City Engineer to sign the grant agreement is requested. The grant transmission letter does not list a deadline to have the application submitted, but City Engineer Thomas would like to submit it as soon as possible, thus waiving the statutory rules and give the Ordinance all of its readings during the March 2, 2021 City Council meeting. Ordinance No. 2021-023 was created.

Mayor Muryn – Sidewalk Café permit fees

Mayor Muryn is requesting Council’s authorization to waive applicable fees for sidewalk café permits for calendar year 2021. In light of the current restrictions being placed on local restaurants by the State of Ohio and the uncertainty of what the next year may hold, it is prudent of the City of Findlay to reduce the barriers for businesses wherever logically possible. The initial application fee is two hundred dollars (\$200.00) and fifty dollars (\$50.00) for a renewal application which can be a large expense for a small business already struggling to maintain operations. It will allow businesses to provide outdoor seating options that may not have in the past. Businesses will still be required to file a sidewalk café permit, as well as meet all requirements for approval. The full application, rules and regulations are listed on the City’s website: <https://www.findlayohio.com/Home/ShowDocument?id=2634>.

City Planning Commission – February 11, 2021; **agenda** – March 11, 2021.

COMMITTEE REPORTS: none

LEGISLATION:

RESOLUTIONS:

RESOLUTION NO. 006-2021 (*credit card reader - at any of the various City of Findlay offices*) **requires three (3) readings** **first reading**
A RESOLUTION TO APPROVE CHARGING CUSTOMERS A FEE FOR PROCESSING CREDIT/DEBIT CARD PAYMENTS AT ANY OF THE VARIOUS CITY OF FINDLAY OFFICES.

RESOLUTION NO. 007-2021 (*no PO*) **requires one (1) reading** **first reading**
A RESOLUTION APPROVING THE EXPENDITURES MADE BY THE AUDITORS OFFICE ON THE ATTACHED LIST OF VOUCHERS WHICH EITHER EXCEED THE PURCHASE ORDER OR WERE INCURRED WITHOUT A PURCHASE ORDER EXCEEDING THE STATUTORY LIMIT OF THREE THOUSAND DOLLARS (\$3000.00) ALL IN ACCORDANCE WITH OHIO REVISED CODE 5705.41(D).

ORDINANCES:

ORDINANCE NO. 2021-009 (*DORA project*) **requires three (3) readings** **third reading**
AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF THE FINDLAY DESIGNATED OUTDOOR REFRESHMENT AREA (D.O.R.A.), MAKING CERTAIN FINDINGS AND DETERMINATIONS, AND ENACTING REGULATIONS TO THAT EFFECT.

ORDINANCE NO. 2021-010 (*benching/mitigation agreement*) **requires three (3) readings** **third reading**
AN ORDINANCE AUTHORIZING THE CITY OF FINDLAY, OHIO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HANCOCK COUNTY COMMISSIONERS. A COPY OF SAID MEMORANDUM OF UNDERSTANDING IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A.

ORDINANCE NO. 2021-011 (*Ra Nik Ltd. agreement*) **requires three (3) readings** **third reading**
AN ORDINANCE AUTHORIZING THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT WITH RA NIK LTD. WHEREBY RA NIK LTD. SHALL DONATE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO SAID PROPERTY AS SET FORTH HEREIN AND ATTACHED HERETO AS EXHIBIT A.

ORDINANCE NO. 2021-012 (*accept and approve the Amber Waves Development annexation*) **requires three (3) readings** **third reading**
AN ORDINANCE ACCEPTING AND APPROVING AN APPLICATION FOR ANNEXATION OF TERRITORY SITUATED IN THE TOWNSHIP OF MARION, COUNTY OF HANCOCK, STATE OF OHIO, AND BEING A PART OF SECTION 6 SOUTH, T1N, R11E, A TRACT OF LAND CONSISTING OF 8.584 ACRES OF LAND, MORE OR LESS (HEREINAFTER REFERED TO AS THE AMBER WAVES DEVELOPMENT ANNEXATION).

ORDINANCE NO. 2021-013 (*rezone the Amber Waves Development annexation*) **requires three (3) readings** **third reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY ZONING THE FOLLOWING DESCRIBED PROPERTY AS I-1 LIGHT INDUSTRIAL (HEREINAFTER REFERRED TO AS THE AMBER WAVES DEVELOPMENT ANNEXATION).

ORDINANCE NO. 2021-014 (*mobile health unit*) **requires three (3) readings** **third reading**
AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-016 (*extend current contracts for City insurance policies*) **requires three (3) readings** **second reading**
AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF FINDLAY, OHIO TO EXTEND CURRENT CONTRACTS FOR INSURANCE COVERAGE FOR AIRPORT LIABILITY, AUTOMOBILE, BOILER MACHINERY, CONTRACTOR'S EQUIPMENT, CRIME INSURANCE, POLICE PROFESSIONAL LIABILITY, PUBLIC OFFICIAL'S ERRORS AND OMISSION LIABILITY, REAL AND PERSONAL PROPERTY BE EXTENDED UNTIL JULY 2025, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-017 (*610 S Blanchard St rezone*) **requires three (3) readings** **second reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 610 SOUTH BLANCHARD STREET REZONE) WHICH PREVIOUSLY WAS ZONED "C1 LOCAL COMMERCIAL DISTRICT" TO R4 DUPLEX/TRIPLEX".

ORDINANCE NO. 2021-018 (*NASPO #MA152*) **requires three (3) readings** **second reading**
AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT WITH VERIZON WIRELESS NASPO #MA152 TO CONTINUE TO PARTICIPATE IN A JOINT COOPERATIVE PURCHASING PROGRAM FOR THE CITY OF FINDLAY'S WIRELESS SERVICES, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-019 (*2020 Ordinances/Resolutions changes*) **requires three (3) readings** **first reading**
AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE FINDLAY CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-020 (*donation to FPD K-9 Unit from Rex Fisbaugh*) **requires three (3) readings** **first reading**
AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-021 (*Logan Ave Phase 3 project*) **requires three (3) readings** **first reading**
AN ORDINANCE APPROPRIATING AND TRANSFERRING FUNDS, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-022 (*2nd Capital Improvement appropriation*) **requires three (3) readings** **first reading**
AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR AND THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS WHERE REQUIRED AND ENTER INTO A CONTRACT OR CONTRACTS FOR CONSTRUCTION OF VARIOUS PROJECTS IN ACCORDANCE WITH THE 2021 DEPARTMENT EQUIPMENT LIST, APPROPRIATING AND TRANSFERRING FUNDS FOR SAID CAPITAL EXPENDITURES, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-023 (*COVID grant offer for Findlay Airport*) **requires three (3) readings** **first reading**
AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ENTER INTO ALL REQUIRED AGREEMENTS OR DOCUMENTS IN ORDER TO RECEIVE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS (CRRSA) GRANT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH EMERGENCY TO BE UTILIZED AT THE CITY OF FINDLAY AIRPORT, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-024 (*water meter system project*) **requires three (3) readings** **first reading**
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT, BY AND BETWEEN THE CITY OF FINDLAY AND UTILITY SERVICE CO., INC., APPROPRIATING AND TRANSFERRING FUNDS.

UNFINISHED BUSINESS:

- OLD BUSINESS**
- NEW BUSINESS**

Proclamation

By Mayor Christina M. Muryn
Findlay, Ohio

WHEREAS: The Hancock County Board of Developmental Disabilities was established by in October, 1952; and

WHEREAS: The mission and purpose of Ohio's county boards of DD remain as strong as ever, with county boards continuing to provide vital supports and resources to Ohioans with developmental disabilities and their families; and

WHEREAS: The more than 600 people with developmental disabilities served by the Hancock County Board of Developmental Disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people; and

WHEREAS: The most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and

WHEREAS: Policies must be developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live as independently and productively as possible in our community; and

WHEREAS: We encourage all citizens to foster and support such opportunities that include full access to education, housing, employment, and recreational activities.

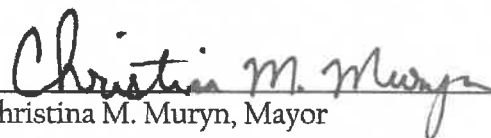
NOW THEREFORE, I, Christina M. Muryn, Mayor of the City of Findlay, Ohio, do hereby proclaim March 2021, as:

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

In Findlay, and offer full support to efforts that assist people with disabilities to make choices that enable them to live successful lives and realize their potential. I further encourage all citizens to join in this celebration by spreading awareness of the many contributions offered by people with developmental disabilities in our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Findlay, Ohio, to be affixed this 1st day of March 2021.


Christina M. Muryn, Mayor

FINDLAY SHADE TREE COMMISSION

2020 Annual Report

January 2021

To Mayor Christina Muryn, Findlay City Council, and Area Residents.....

Thanks to all of you for your continuing support to make Findlay's Tree Program a success. This Annual Report gives an overview of progress in 2020.

Last year was a challenge due to COVID-19. Most of our Shade Tree Commission meetings were held virtually which worked reasonably well.

Ohio's Urban Forestry Conference went virtual in 2020. Findlay Tree Commission members participated in it. It took place on September 9, 16, 17, and 23, 2020. The speakers included: Dr. David Nowak, USDA Forest Service; Dr. Nicole Cavender, The Morton Arboretum; Dr. Theresa Culley, University of Cincinnati; Dr. Kathleen Knight, Dr. Jennifer Koch, Dr. Cornelia Pinchot and Dr. Charles Flower, USDA Forest Service; Roy Montan, Davy Tree Experts; Dr. Bill Fountain, University of Kentucky; Sara Anderson, American Forest; and Alan Wiewert, ODNR, Division. The topics included: A New Method to Compensate for Tree Loss: How Many Trees Do You Owe Me, The Future of Urban Forestry, Urban Forestry through Partnership: Programs and Opportunities with The Morton Arboretum and Other Botanical Gardens, Escape from the Garden: How Callery Pear Has Moved into Our Natural Areas and What We Can Now Do About It, Managing Impacts of Emerald Ash Borer: Progress on Resistant Trees and Insecticide Treatment, Restoring American Elm to Urban Forests, Creating a Culture of Safety, The Value and Benefits of Arborist Certification and TRAQ for Municipalities, Restoring Tree Equity for Health, Wealth and Climate Response, and What Makes a Quality Urban Forestry Program.

Ohio also piloted a virtual Tree Commission Academy starting with the freshman class in December 2020. Findlay was represented in this program.



2020 Arbor Day Celebration at Wilson Vance School
Pictured: Wilson Vance School students

30+ years... a Tree City USA Community!

Findlay was recognized as a Tree City USA Community on December 21, 2020, through an announcement from the Ohio Department of Natural Resources, Division of Forestry.



2020 Arbor Day Celebration at Wilson Vance School
Pictured: Mayor Muryn, Students and Staff

2020 Tree Commission Highlights:

- **Trees Planted** – 20 trees were planted as a result of the various planting programs and the efforts of city staff. \$3,725.00 cost.
- **Municipal Staff Dollars Spent** – Findlay City staff spent \$186,608.00 total on tree related work including planting, pruning and removing trees. Wood and leaf residual processing was also included in these figures. Staff support of the Shade Tree Commission efforts was also an expense.
- **“NeighborWoods”** encourages larger tree planting projects in areas of town where neighbors can join together to plant and care for trees as a group. In 2020 two neighborhoods participated in NeighborWoods. The program occurred on Saturday, October 10, in the Shinkle St. and Sandusky St. neighborhoods where four trees were planted. This project is the eighth of its kind in Findlay. Other Findlay neighborhoods are invited to participate in the program by contacting the Shade Tree Commission.
- **Adopt A Tree** – Findlay residents took advantage of this program to plant 11 trees throughout the city with tree pickup taking place on October 10, 2020.
- **Findlay's 2020 Arbor Day Program** – Arbor Day was held at Wilson Vance School on Friday, October 9, 2020.
- **Volunteer Hours** – 160 volunteer hours were logged in 2020. Over 20 volunteers assisted various tree projects and programs city-wide with an in-kind donated value of \$4,740.48 to Findlay.
- **Community Forestry Expenditure** – In 2020 \$4.52 per capita was spent on trees and tree related items.
- **Tree Maintenance** – 174 trees were pruned at a cost of \$3,828.00 and 282 trees removed at a cost of \$115,987.00 by city staff in 2020.

Continued on page 2

FINDLAY SHADE TREE COMMISSION

2020 Annual Report

January 2021

2021 Events Planned:

- April 23 – Arbor Day Program
- April 24 – Tree Care Workshop w/NeighborWoods
- April 24 – NeighborWoods Tree Planting
- May 6 – Tree City USA Recognition Program – Bowling Green, OH
- Fall – Annual Urban Forestry Conference
- September/October TBA – Tree Care Workshop
- October 9 – Fall Planting Day
- November TBA – Young Tree Training Workshop



Pictured: Mayor Christina Muryn presenting the Arbor Day Proclamation

Thanks to Findlay Shade Tree Commission Members

We had a great year! The Findlay Shade Tree Commission including: Ed Crawford, Brian Bauman, Barb Sherman, Ben Dolan, Tom Mills, Jim Niemeyer, Dave Honse, AJ Copus, Jeremy Kalb and Brian Thomas provided yeomen service on behalf of Findlay's urban forest.

Special THANKS to Kathy Launder for coordinating Tree Commission activities and records at the Mayor's Office, Denise DeVore for general support, and Robin Schey for coordinating the Tree Commission budget at the Public Works Office.



"The best time to plant a tree was 20 years ago. The next best time is now."
— Chinese Proverb

"Neighbor Woods"

Neighborhood Adopt-A-Tree Program



Pictured: Certified Arborist Joe Puperi and neighborhood residents

NeighborWoods - 2020

"NeighborWoods" encourages larger tree planting projects in areas of town where neighbors can join together to plant and care for trees as a group.

In 2020, two neighborhoods participated in NeighborWoods. The program occurred on Saturday, October 10, 2020, in the Shinkle Street and Sandusky Street neighborhoods where four trees were planted.

This project is the eighth of its kind in Findlay. Other Findlay neighborhoods are invited to participate in the program by contacting the Shade Tree Commission.



PETITION FOR ZONING AMENDMENT

TO THE COUNCIL OF THE CITY OF FINDLAY, STATE OF OHIO:

We, the undersigned owner(s) of the following legally described property, hereby request consideration of a change in zoning district classification as specified below:

0 E. Bigelow Ave.; 227-229 E. Bigelow Ave. City of Findlay, Section 8
ADDRESS 231 E. Bigelow Ave.; and SUBDIVISION
0 E. Bigelow Ave. Findlay, OH 45840 (see attached legal description)
LOT No.(s) 610001010000; 610000337590; 210001029213; 210001029214

If a rezoning request involves more than one parcel, City Code requires that the petition be signed by the owners of at least fifty per cent (50%) of the frontage of the lots under consideration. If applicable, owners must fill in the following section:

Table with 4 columns: SIGNATURE, SUBDIVISION, LOT NO., STREET FRONTAGE. Row 1: Nathan Hull, City of Findlay Section 8, Parcel Nos 610001010000, 610000337590, 224.60'. Row 2: Home Living Rentals, LLC, 210001029213. Row 3: By: Nathan Hull, sole member, 210001029214.

IF NOT LOCATED IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION

EXISTING USE Multi-family dwelling

PRESENT ZONING DISTRICT R-2 Single Family, Medium Density

PROPOSED ZONING DISTRICT M-2 Multiple-Family, High Density

ATTACH:

- a. Vicinity map showing property lines, streets, and existing and proposed zoning.
b. List of all property owners within, contiguous to, and directly across the street from the proposed rezoning.

NOTE: COMPLIANCE WITH ABOVE REQUIREMENT IS EXTREMELY IMPORTANT. FAILURE TO NOTIFY ANY PROPERTY OWNER FALLING WITHIN THIS CRITERIA WILL POSSIBLY INVALIDATE THE REZONING ORDINANCE PASSED AS A RESULT OF THIS PETITION.

- c. A written statement of the reason for the request and justification for the change.
- d. If the area to be re-zoned is a portion of a parcel, a survey must be done for the portion to be changed and it must be recorded as a new parcel at the County Recorder's office

Name of Owner Home Living Rentals, LLC

Name of Contact Person if other than owner Jessica Borsani Powell, Esq.
(A letter granting person to act on Owner's behalf must accompany application if not signed by Owner)

Mailing Address Drake, Phillips, Kuenzli & Clark
301 S. Main St. 4th Floor, Findlay, OH 45840

Phone No. (Home) --- (Business) 419-423-0242

Email: jborsanipowell@findlaylaw.com

2/26/2021
Date

Jessica Borsani Powell
Signature of contact Person

OFFICE USE ONLY

\$250.00 Fee Paid _____ \$100.00 Fee Paid PUD approval _____
Applicable Advertising and Filing Fees Paid _____

Date Petition Submitted to City Council _____

Referral to Planning Commission _____ Referral to Planning & Zoning _____

Planning Commission _____ Disposition _____

Planning & Zoning _____ Disposition _____

Public Hearing Date Set By Council _____ Date
of Newspaper Notice _____

(Must be mailed at least 30 days prior to Hearing)

Date of Notice to Abutting Owners _____

(Must be mailed at least 20 days prior to Hearing)

Referred for Legislation: _____

Date of Readings by Council:

First _____ Second _____ Third _____

Action by Council: _____ Ordinance No. _____

AUTHORIZATION

To Whom it May Concern:

I hereby authorize my attorney, Jessica Borsani Powell, to act on my behalf regarding the submission of my petition for zoning amendment and at all stages of the rezoning process.

Home Living Rentals, LLC

Nathan Hull

By: Nathan Hull, Sole Member

LEGAL DESCRIPTION

Parcel I:

Situated in the City of Findlay, County of Hancock and State of Ohio:

Being a part of Block 2 as platted in the Northview Subdivision, now vacated, and lying in the SW ¼ of Section 6, T 1 N, R 11 E, a tract of land bounded and described as follows:

Beginning at an iron stake in the South line of East Bigelow Avenue and lying 288.00 feet East of the intersection of the South line of said East Bigelow Avenue with the East line of France Street; thence from the above described point of beginning, southerly along a line parallel to France Street, a distance of 150.51 feet to an iron stake; thence westerly, parallel to East Bigelow Avenue, a distance of 72.00 feet to an iron stake; thence southerly, parallel to France Street, a distance of 150.00 feet to an iron stake in the centerline of Meade Avenue, now vacated; thence easterly, with the centerline of Meade Avenue, now vacated, a distance of 172.00 feet to an iron stake; thence northerly parallel to France Street, a distance of 300.51 feet to an iron stake in the South line of East Bigelow Avenue; thence westerly, a distance of 100.00 feet to the point of beginning and containing 0.9378 acre of land, more or less.

LESS AND EXCEPT

Situated in the City of Findlay, County of Hancock and State of Ohio, and being the east 35.00 feet of Lot Number 8, and the west 15.00 feet of Lot Number 9, together with the east 35.00 feet of Lot Number 22, except the south 120 feet, and the west 15.00 feet of Lot Number 23, except the south 120 feet, in Block 2 of the Northview Subdivision to said City of Findlay, and described by metes and bounds as follows:

Beginning at an iron stake set on the south line of East Bigelow Avenue, and described as lying 288.00 feet east of the intersection of said south line, with the east line of France Street; thence SOUTHERLY, parallel with the east line of France Street, a distance of 150.51 feet to an iron stake set; thence EASTERLY, parallel with East Bigelow Avenue, a distance of 50.00 feet; thence NORTHERLY, parallel with the east line of France Street, a distance of 150.51 feet to the south line of East Bigelow Avenue; thence WESTERLY, along said south line, a distance of 50.00 feet to the point of beginning, included in the herein description is a 16.00 foot wide alley, not presently vacated.

Parcel No. 61-0001010000
Map No. 1011-063-02-003.000

Parcel II:

Situated in the City of Findlay, County of Hancock and State of Ohio:

Being a part of Block 2 as platted in the Northview Subdivision, now vacated, and lying in the SW ¼ of Section 6, T1N, R11E, a tract of land bounded and described as follows:

Beginning at an iron stake in the south line of East Bigelow Avenue and lying 388.00 feet east of the intersection of the South line of said East Bigelow Avenue with the East line of France Street; thence from the above described point of beginning, southerly, along a line parallel to France Street, a distance of 300.51 feet to an iron stake in the centerline of Meade Avenue, now vacated; thence easterly, with the centerline of Meade Avenue, now vacated, a distance of 87.30 feet to an iron stake; thence northerly, parallel to France Street, a distance of 300.51 feet to an iron stake in the south line of East Bigelow Avenue; thence westerly, a distance of 87.30 feet to the point of beginning and containing 0.6023 acres of land more or less, and also known and platted as Lots 11, 12, 25, 26, and parts of Lots 10 and 24 in Block 2 of the Northview Subdivision to the City of Findlay, Ohio.

Parcel No. 61-0000337590
Map No. 1011-063-02-002.000

Parcel III:

Situated in the City of Findlay, County of Hancock and State of Ohio:

Being part of Block 2 in the vacated Northview Subdivision, Southwest Quarter, Section Six (6), Township one (1) North, Range Eleven (11) East, in the City of Findlay, Hancock County, Ohio and being more particularly described as follows:

Commencing for the same, at an iron pin set at the intersection of the east right-of-way of France Street (60 feet in width) and the South right-of-way of East Bigelow Avenue (60 feet in width); thence N 90°00'00" E, a distance of 475.30 feet, along the south right-of-way of East Bigelow Ave., to a survey nail set which is the real point of beginning of the parcel herein described;

- 1) Thence N 90°00'00" E, a distance of 6.8 feet, along said south right-of-way of East Bigelow Ave. to a survey nail set;
- 2) Thence S 00°31'47" E, a distance of 300.51 feet to an iron pin set;
- 3) Thence S 90°00'00" W, a distance of 6.8 feet, to an iron pin set;
- 4) Thence N 00°31'47" W, a distance of 300.51 feet to the Survey nail set at the real point of beginning;

And containing 0.047 acres, more or less, but subject to all legal easements and public rights-of-way now on record. All pins are 5/8" diameter with caps stamped "LUTZ 6756". Basis of bearings: Assumed.

The above described parcel is an addition to an adjacent parcel owned by the Grantee(s) herein and is not to be sold separate and apart from such parcel or used as a new building site unless permission is obtained from the Hancock Regional Planning Commission or similar governing body.

Parcel No. 21-0001029213
Map No. 1011-063-02-001.001

Parcel IV:

Situated in the City of Findlay, County of Hancock and State of Ohio:

Being part of Block 2, in the vacated Northview Subdivision, Southwest Quarter, Section Six (6), Township one (1) North, Range Eleven (11) East, in the City of Findlay, Hancock County, Ohio and being more particularly described as follows:

Commencing for the same, at an iron pin set at the intersection of the east right-of-way of France Street (60 feet in width) and the South right-of-way of East Bigelow Avenue (60 feet in width); thence N 90°00'00" E, a distance of 475.30 feet along the south right-of-way of East Bigelow Ave., to a survey nail set, which is the real point of beginning of the parcel herein described;

- 1) Thence N 90°00'00" E, a distance of 87.30 feet along said south right-of-way of East Bigelow Ave., to an iron pin found;
- 2) Thence S 00°31'47" E, a distance of 300.51 feet, along the west right-of-way of said railroad, to an iron pin found;
- 3) Thence S 90°00'00"W, a distance of 87.30 feet, to an iron pin set;
- 4) Thence N 00°31'47" W, a distance of 300.51 feet, to the survey nail set at the real point of beginning;

And containing 0.602 acres more or less, but subject to all legal easements and public rights-of-way now on record. All pins are 5/8" diameter with caps stamped "LUTZ 6756". Basis of bearings: Assumed.

Less and Except:

Begin part of Block 2, in the vacated Northview Subdivision, Southwest Quarter, Section Six (6), Township one (1) North, Range Eleven (11) East, in the City of Findlay, Hancock County, Ohio and being more particularly described as follows:

Commencing for the same, at an iron pin set at the intersection of the east right-of-way of France Street (60 feet in width) and the South right-of-way of East Bigelow Avenue (60 feet in width); thence N 90°00'00" E, a distance of 475.30 feet, along the south right-of-way of East Bigelow Ave., to a survey nail set, which is the real point of beginning of the parcel herein described;

- 1) Thence N 90°00'00" E, a distance of 6.8 feet, along said south right-of-way of East Bigelow Ave. to a survey nail set;
- 2) Thence S 00°31'47" E, a distance of 300.51 feet to an iron pin set;
- 3) Thence S 90°00'00" W, a distance of 6.8 feet, to an iron pin set;
- 4) Thence N 00°31'47" W, a distance of 300.51 feet to the Survey nail set at the real point of beginning;

And containing 0.047 acres, more or less, but subject to all legal easements and public rights-of-way now on record. All pins are 5/8" diameter with caps stamped "LUTZ 6756". Basis of bearings: Assumed.

Subject to covenants, easements and restrictions, if any, appearing in the public records.

Parcel No. 21-0001029214

Map No. 1011-063-02-001

AREA TO BE RE-ZONED
Hancock County GIS

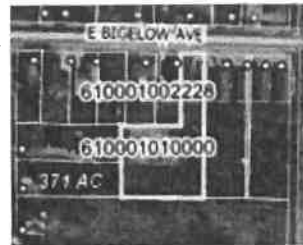


Notes

Data For Parcel 610001010000

Base Data

Parcel: 610001010000
Owner: HOME LIVING RENTALS LLC
Address: 0 E BIGELOW AVE FINDLAY OH 45840



[+] Map this property.

Mailing Address

Mailing Name: HOME LIVING RENTALS LLC
Address: 0 PO BOX 129
City State Zip: DUNKIRK OH 45836

Geographic

City: FINDLAY CORPORATION
Township: COEXTENSIVE
School District: FINDLAY CSD

Legal

Legal Description Line 1:	T1N R11 S06	Low Topography:	NO	Public Water Utilities:	NO
Legal Description Line 2:	N PT E1/2 W1/2 SW1/4	Rolling Topography:	NO	Public Sewer Utilities:	NO
Legal Description Line 3:		Standard Topography:	NO	Public Gas Utilities:	NO
Land Use Code: [1]	501 RESIDENTIAL VACANT UNPLATTED LAND 0 TO 9.99 ACRES	Paved Roads:	YES	Public Electric Utilities:	YES
Map Number:	101106302003000	Gravel Roads:	NO	Private Water Utilities:	NO
Neighborhood:	2127R000 FINDLAY DEFAULT RES	Dirt Roads:	NO	Private Sewer Utilities:	NO
Acres:	0.799	Sidewalks:	NO	Private Gas Utilities:	NO
Level Topography:	YES	Curbs:	NO	Private Electric Utilities:	NO
High Topography:	NO	Standard Roads:	NO	Standard Utilities:	NO

1. Land Use code is not the zoning code

Comments

Type	Description
Transfer	3 CDS 61-1010000,59-1003029,57-1000409
Transfer	5 CDS 59-1003029, 59-271660, 61-337590, 21-1029213 & 61-1010000
Front of Card	10 ADJ LOT SIZE BREAKDOWN PER ARC AERIAL PHOTO REVIEW 08/2010 14 NC NO CHG PER RM 2/14/14

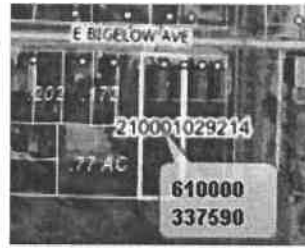
GIS parcel shapefile last updated 2/24/2021 4:27:16 AM.

The CAMA data presented on this website is current as of 2/23/2021 7:00:38 PM.

Data For Parcel 610000337590

Base Data

Parcel: 610000337590
Owner: HOME LIVING RENTALS LLC
Address: 227 -229 E BIGELOW AVE FINDLAY OH 45840



[+] Map this property.

Mailing Address

Mailing Name: HOME LIVING RENTALS LLC
Address: 0 PO BOX 129
City State Zip: DUNKIRK OH 45836

Geographic

City: FINDLAY CORPORATION
Township: COEXTENSIVE
School District: FINDLAY CSD

Legal

Legal Description Line 1:	T1N R11 S06	Low Topography:	NO	Public Water Utilities:	YES
Legal Description Line 2:	N PT E1/2 W1/2 SW1/4	Rolling Topography:	NO	Public Sewer Utilities:	YES
Legal Description Line 3:	87.3X300.51	Standard Topography:	NO	Public Gas Utilities:	YES
Land Use Code: [1]	521 TWO FAMILY DWELLING UNPLATTED LAND	Paved Roads:	YES	Public Electric Utilities:	YES
Map Number:	101106302002000	Gravel Roads:	NO	Private Water Utilities:	NO
Neighborhood:	2127R000 FINDLAY DEFAULT RES	Dirt Roads:	NO	Private Sewer Utilities:	NO
Acres:	0.602	Sidewalks:	NO	Private Gas Utilities:	NO
Level Topography:	YES	Curbs:	NO	Private Electric Utilities:	NO
High Topography:	NO	Standard Roads:	NO	Standard Utilities:	NO

1: Land Use code is not the zoning code

Comments

Type	Description
Front of Card	~CANNOT BE SOLD APART FROM 21-1029213~ 4 UNITS 10 CHG CLASS FROM C TO R & CHG LAND FOR CLASS PER DS 12 CHG USE PER REVIEW 12 NC NO CHG PER RM 3/13/12 13 NC NO CHG PER RM 3/18/13 14 NC NO CHG PER RM 1/31/14
Back of Card	ASPHALT PAVING 2400 SF//4 APTS 2BD; 05 RMV STOOPS VALUE PER REVIEW; 07 ADJ STOOP PRICING PER REVIEW 12-4-07; 10 ADD 35% FUNC TO DWLG FOR VACANCY PER DS; 11 CHG VAC TO 50% ON 1 BLDG & RMV VAC ON OTHER BLDG PER DR 6/21/11; 15 NC CHG VAC TO 25% PER RM 1/20/15; 16 NC RMV VAC PER RO 8/8/16
Transfer	5 CDS 56-192060,57-203720,59-271660,61-337584,61-337590
Transfer	5 CDS 59-1003029, 59-271660, 61-337590, 21-1029213 (61-1010000- SPLIT)

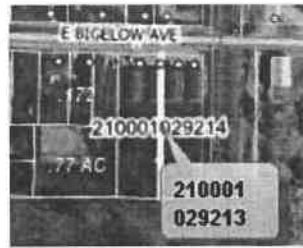
GIS parcel shapefile last updated 2/24/2021 4:27:16 AM.

The CAMA data presented on this website is current as of 2/23/2021 7:00:38 PM.

Data For Parcel 210001029213

Base Data

Parcel: 210001029213
Owner: HOME LIVING RENTALS LLC
Address: 0 E BIGELOW AVE FINDLAY OH 45840



[+] Map this property.

Mailing Address

Mailing Name: HOME LIVING RENTALS LLC
Address: 0 PO BOX 129
City State Zip: DUNKIRK OH 45836

Geographic

City: FINDLAY CORPORATION
Township: COEXTENSIVE
School District: FINDLAY CSD

Legal

Legal Description Line 1:	T1N R11 S06	Low Topography:	NO	Public Water Utilities:	NO
Legal Description Line 2:	PT SW1/4	Rolling Topography:	NO	Public Sewer Utilities:	NO
Legal Description Line 3:		Standard Topography:	NO	Public Gas Utilities:	NO
Land Use Code: [1]	501 RESIDENTIAL VACANT UNPLATTED LAND 0 TO 9.99 ACRES	Paved Roads:	YES	Public Electric Utilities:	NO
Map Number:	101106302001001	Gravel Roads:	NO	Private Water Utilities:	NO
Neighborhood:	2127R000 FINDLAY DEFAULT RES	Dirt Roads:	NO	Private Sewer Utilities:	NO
Acres:	0.047	Sidewalks:	NO	Private Gas Utilities:	NO
Level Topography:	YES	Curbs:	NO	Private Electric Utilities:	NO
High Topography:	NO	Standard Roads:	NO	Standard Utilities:	NO

1. Land Use code is not the zoning code

Comments

Type	Description
Front of Card	6/6/12 SPLIT FROM 61-337584(.602 AC) PER V2420/PG0518 ~CANNOT BE SOLD APART FROM 61-337590~
Transfer	5 CDS 59-1003029, 59-271660, 61-337590, 21-1029213 (61-1010000- SPLIT)

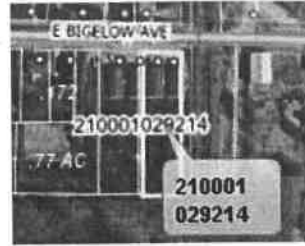
GIS parcel shapefile last updated 2/24/2021 4:27:16 AM.

The CAMA data presented on this website is current as of 2/23/2021 7:00:38 PM.

Data For Parcel 210001029214

Base Data

Parcel: 210001029214
Owner: HOME LIVING RENTALS LLC
Address: 231 E BIGELOW AVE FINDLAY OH 45840



[+] Map this property.

Mailing Address

Mailing Name: HOME LIVING RENTALS LLC
Address: 0 PO BOX 129
City State Zip: DUNKIRK OH 45836

Geographic

City: FINDLAY CORPORATION
Township: COEXTENSIVE
School District: FINDLAY CSD

Legal

Legal Description Line 1:	T1N R11 S06	Low Topography:	NO	Public Water Utilities:	YES
Legal Description Line 2:	PT SW1/4	Rolling Topography:	NO	Public Sewer Utilities:	YES
Legal Description Line 3:		Standard Topography:	NO	Public Gas Utilities:	YES
Land Use Code: [1]	521 TWO FAMILY DWELLING UNPLATTED LAND	Paved Roads:	YES	Public Electric Utilities:	YES
Map Number:	101106302001000	Gravel Roads:	NO	Private Water Utilities:	NO
Neighborhood:	2127R000 FINDLAY DEFAULT RES	Dirt Roads:	NO	Private Sewer Utilities:	NO
Acres:	0.555	Sidewalks:	NO	Private Gas Utilities:	NO
Level Topography:	YES	Curbs:	NO	Private Electric Utilities:	NO
High Topography:	NO	Standard Roads:	NO	Standard Utilities:	NO

1. Land Use code is not the zoning code

Comments

Type	Description
Back of Card	ASPHALT PAVING 2400 SF//4 APTS 2BD; 13 NC RMV 50% VAC ON 231 APT A & B PER RM 4/3/13; 15 CHG VAC % FROM 15 TO 25 PER RM 1/20/15 16 REVAL CHG DWLG GRD/CND FROM D/F TO C-/A; 16 NC RMV VAC PER RO 8/8/16
Front of Card	6/6/12 SPLIT FROM 61-337584(.602 AC) PER V2420/PG0518 14 NC NO CHG PER RM 1/31/14

GIS parcel shapefile last updated 2/24/2021 4:27:16 AM.

The CAMA data presented on this website is current as of 2/23/2021 7:00:38 PM.

PROPERTY OWNER WITHIN PROPOSED REZONING DISTRICT
(PARCELS 610001010000, 610000337590, 210001029213, 210001029214)

<u>Owner</u>	<u>Address</u>	<u>Tax Mailing Address</u>	<u>Permanent Parcel No.</u>
Home Living Rentals, LLC	0 E. Bigelow Ave. Findlay, OH 45840	P.O. BOX 129 Dunkirk, OH 45836	610001010000
Home Living Rentals, LLC	227-229 E. Bigelow Ave. Findlay, OH 45840	P.O. BOX 129 Dunkirk, OH 45836	610000337590
Home Living Rentals, LLC	0 E. Bigelow Ave. Findlay, OH 45840	P.O. BOX 129 Dunkirk, OH 45836	210001029213
Home Living Rentals, LLC	231 E. Bigelow Ave. Findlay, OH 45840	P.O. BOX 129 Dunkirk, OH 45836	210001029214

LIST OF PROPERTY OWNERS CONTIGUOUS TO AND DIRECTLY ACROSSED THE
STREET FROM THE PROPOSED REZONING DISTRICT

<u>Owner</u>	<u>Address</u>	<u>Permanent Parcel No.</u>
Robert Sirmons & Kathy Sirmons	215 E. Bigelow Ave. Findlay, OH 45840	610001002228
Jeffrey E. Barnes & Bonnie Barnes	213 E. Bigelow Ave. Findlay, OH 45840	610000337580
Fred W. Arnold & Patricia J. Arnold, Trustees of the Arnold Family Revocable Living Trust	0 E. Bigelow Ave. Findlay, OH 45840	610000337600
Fred W. Arnold & Patricia J. Arnold, Trustees of the Arnold Family Revocable Living Trust	209 E. Bigelow Ave. Findlay, OH 45840	610000337583
Jared Tiell & April Tiell	2725 France St. Findlay, OH 45840	610001003124
Chad E. Mock & Cynthia S. Mock	2719 France St. Findlay, OH 45840	610001003125
Jeffrey D. Hailey & Alice L. Hailey	2711 France St. Findlay, OH 45840	610000338050
Robert H. Hanrahan & Rose M. Hanrahan	232 E. Bigelow Ave. Findlay, OH 45840	560000174820
James D. Falbush	228 E. Bigelow Ave. Findlay, OH 45840	560000174830
Sarah M. Ametrano	224 E. Bigelow Ave. Findlay, OH 45840	560001007967
Michael L. Eaton	216 E. Bigelow Ave. Findlay, OH 45840	560000174860

STATEMENT OF REASON FOR REQUEST AND JUSTIFICATION
FOR THE CHANGE IN ZONING

The petitioner has requested for the property to be rezoned from R-2 single family to M-2 multiple-family. The reason for this zoning request is that the property is currently being used for multi-family dwellings (duplexes) and the owner would like for the zoning code to comply with the current use of the property. The owner would also like to add more affordable multi-family units on the property in the future and must have the property rezoned on order to do so. Based on these facts, the proposed zoning amendment is justified as the change in zoning would allow for the current use of the property to become compliant with the zoning code. The proposed zoning amendment is further justified as it would allow the owner to add affordable multi-family housing units to the property.

City of Findlay

Christina M. Muryn, Mayor

POLICE DEPARTMENT

Robert Ring, Chief of Police
318 Dorney Plaza, Room 116 • Findlay, OH 45840
Phone: 419-424-7194 • Fax: 419-424-7296

February 18, 2021

Paul E. Schmelzer, P.E., P.S.
Safety Director
City of Findlay
Findlay, Ohio 45840

Re: Appropriation of Funds

Paul,

The Police Department received a \$200.00 check from Marsha Harris. The donation was specifically for the Department's K-9 Unit, in memory of Rex Fishbaugh, a gentleman who died in January. After consulting the Department's two K-9 officers, they would like to use the funds for additional K-9 related training.

I respectfully request the amount of \$200.00 be appropriated from the General Fund to the Police Department as follows:

FROM:	General Fund (K9 Unit Donation)	\$200.00
TO:	Police Department (21012000 – Other)	\$200.00

Thank you for your consideration in this matter. If you should have any further questions, please let me know.

Sincerely,



Chief Robert Ring

Honorable City Council
Findlay, OH 45840

February 23, 2021

RE: Logan Avenue Phase 3 (OPWC), Project No. 32894300

Dear Council Members:

As authorized by Ordinance No. 2020-038, a bid opening was held for the above referenced project on February 12, 2021. Bids were received from six (6) potential contractors with the bid amounts ranging from \$645,000.00 to \$1,092,723.55. The lowest and best bid was received from Helms and Sons Excavating of Findlay, Ohio.

This project is included in the 2020 Capital Improvements Plan and will be using the grant funding that we received from the Ohio Public Works Commission (OPWC).

Previously, an amount of \$20,000 was appropriated to the project for design and advertising. At this time, an appropriation is needed to cover the City's portion of the construction cost and provide a contingency for the project.

By copy of this letter, the Law Director is requested to prepare the necessary legislation to appropriate and transfer funds for the capital expenditures as follows:

From: OPWC Grant	\$300,000.00
To: Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$300,000.00
From: Water Fund	\$88,200.00
To: Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$88,200.00
From: Sewer Fund – Stormwater Restricted Account	\$146,033.00
To: Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$146,033.00
From: CIT Fund – Capital Improvements Restricted Account	\$240,000.00
To: Logan Avenue Phase 3 (OPWC), Project No. 32894300	\$240,000.00

If you have any questions, please feel free to contact me.

Sincerely,



Brian Thomas, PE, PS, CPSC, CFM
City Engineer

pc: Don Rasmussen, Law Director
Jim Staschiak II, Auditor



CHRISTINA M. MURYN, MAYOR

ENGINEERING DEPARTMENT

Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer

February 23, 2021

RE: Second Capital Improvement Appropriation of 2021

Dear Council Members:

I would like to start the approval process for the Second Capital Improvement allocation of the year.

By copy of this letter, the Law Director is requested to prepare the necessary legislation to authorize the Service Director or City Engineer to advertise for bids and enter into contracts for construction and to appropriate and transfer funds as follows:

FROM: CIT Fund – Capital Improvements Restricted Account \$162,000

TO: Park Maintenance #21034000-other	\$ 45,000
TO: Recreation Functions #21044400 – other	\$ 27,000
TO: Streets #22040000-other	\$ 40,000
TO: HVAC Upgrade for Municipal Building, 31994700	\$ 50,000

If you have any questions, please feel free to contact me.

Sincerely,

Brian Thomas, PE, PS, CPSC, CFM
City Engineer

pc: Don Rasmussen, Law Director
Jim Staschiak II, Auditor

SECOND APPROPRIATION REQUEST

Appropriate Funds - Departments

From	CIT Fund - Capital Improvements Restricted Account	\$112,000	
To	PARKS MAINTENANCE -21034000 - Other	\$45,000	
	Replace 2003 Tractor		\$45,000
To	RECREATION FUNCTIONS - 21044400 - Other	\$27,000	
	Scoreboard / Irrigation Power		\$12,000
	Arena Overhead Entry Door		\$15,000
To	STREETS - 22040000 - Other	\$40,000	
	Street Department Parking Lots		\$40,000

Appropriate Funds - Projects

From	CIT Fund - Capital Improvements Restricted Account	\$50,000	
To	HVAC Upgrade for Municipal Building, 31994700		\$50,000



AUDITOR'S OFFICE

318 Dorney Plaza, Room 313
Findlay, OH 45840-3346
Telephone: 419-424-7101 • Fax: 419-424-7866
www.findlayohio.com

JIM STASCHIAK II
CITY AUDITOR

Wednesday, February 24, 2021

Honorable Members of City Council,

In 2020, I had asked Council to pass a resolution specific to the Utility Billing Department regarding credit card processing fees due to the addition of adding card readers at the front county. The implementation of the card readers with that department was successful and my office is in the process of systematically implementing the card readers with other departments. As an aside, the next department in line is the Income Tax Department.

We need additional legislation similar to the one done for Utility Billing. After contacting our representative at ACI, it was determined, that we could have the legislation be very broadly worded eliminating the need to have separate pieces of legislation for each department as we proceed through the implementations.

As a review, this legislation is needed so that we can continue the consistency of having the convenience fees charged to the customer across all platforms (online, phone or over the counter card readers).

We will be able to continue the implementations of this new payment method after the legislation is passed. **In order to keep the current implementation on track, I request that you suspend the statutory rules and give this legislation all three meetings at your March 2nd meeting.** By copy of this letter it is requested that the Director of Law prepare the necessary legislation to allow for the fees to be charged back to the customers choosing to pay in this manner.

Respectfully,



Jim Staschiak II - City Auditor



AUDITOR'S OFFICE

318 Dorney Plaza, Room 313
Findlay, OH 45840-3346
Telephone: 419-424-7101 • Fax: 419-424-7866
www.findlayohio.com

JIM STASCHIAK II
CITY AUDITOR

Wednesday, February 24, 2021

The Honorable Council
Findlay, Ohio

Dear Council Members,

You may be aware the police and fire union contracts expire this year. My office keeps records covering many years of these contracts. Due to variations across the bargaining units, I thought a document would be helpful to assist in understanding of the benefits across the employee base. This information has been provided in the past, it has simply been updated with the most recent contracts in effect. Therefore, I have attached an updated 'Comparison of Benefits' table.

Additionally, information regarding the progression of these benefits could be made available upon request.

Respectfully,

Jim Staschiak II
City Auditor

COMPARISON OF BENEFITS		2021	2/16/2021
BENEFIT	FIRE	POLICE	ALL OTHERS
Employer Pension Contribution	24% of employee gross	19.5% of employee gross	14% of employee gross
Employer Paid Life Insurance	\$100,000 Basic Life & \$100,000 AD&D, City's cost is \$15.50 per person per month	\$100,000 Basic Life & \$100,000 AD&D, City's cost is \$15.50 per person per month	\$50,000 Basic Life & \$50,000 AD&D, City's cost is \$7.75 per month per person
Wage Increase 2019	2.36%	2.36%	2.36%
Wage Increase 2020	1.61%, annual calculation related to income tax receipts	1.61%, annual calculation related to income tax receipts	1.61%
Wage Increase 2021	1.31%, annual calculation related to income tax receipts	1.31%, annual calculation related to income tax receipts	1.31%
Sick Sellbacks	After 20 years, up to 1000 hours annually at 1/2 regular rate	None	None
Sick Retirement Settlements	25% of First 960, 50% of remaining balance or if over 1920, half of everything, if hired after August 2013, 240 hours is maximum pay-out	25% of First 960, 50% of remaining balance or if over 1920, half of everything, if hired after August 2013, 240 hours is maximum pay-out	25% of First 960, 50% of remaining balance or if over 1920, half of everything, if hired after August 2003, 240 hours is maximum pay-out
Sick Accrual Amounts	5.796 each pay period, none accrued on overtime	4.6 hours per pay period and accrued on overtime	4.6 hours per pay period, and accrued on overtime
Vacation/Holovac Retirement Settlements	1520 Hours	All accrued hours, allowed 3 years on anniversary date	All accrued hours, allowed 2 years on anniversary date
Days eligible for Holiday Premium Pay	11	11, 5 are double pay instead of 1 & 1/2 pay	7
Holovac/Vacation Sellbacks	After 20 years, up to 312 hrs per yr. All others, 96 hrs per yr	Up to 96 hours per year	None
Vacation Accrual Limits	3 years or more with specifications	3 Years	2 Years
Longevity Rates	\$60 - \$120 Biweekly after 10 years	\$0.90 - \$1.50 per hour (\$72 to \$120 biweekly) after 8 years	\$30 to \$90 Biweekly after 10 years
Overtime Calculations	Includes holiday pay, vacation pay and sick pay.	Includes holiday pay, vacation pay and sick pay.	Includes holiday pay and vacation pay.
Comp Payoff Settlements	Longevity included	Longevity included	Longevity NOT included
Comp Accrual Limits	180 Hours	160	120 Hours unless extended by Director
Comp Sellback	Can be used instead of holovac buy back	Can be used instead of holovac buy back	None
Working Out of Classification	1.17 per hour	Difference between the two wages rates	After 30 working days of continuous service in the position. Difference between two hourly wages
Educational Bonuses (Annually)	\$250 - \$1,250 Annually per qualifying person	\$250 - \$750 annually per qualifying person	None
License Stipends (Annually)	None	None	\$250 - \$1,000 Annually for qualifying Water and Sewer Employees Only
Boots/Shoes	\$200 Annually	Uniform officers receive up to \$900 per year to use on uniforms and equipment, \$600 annually for dispatchers	None
Uniforms	As Needed		Shirts only
Clothing Allowance	None	\$700 - \$1400 for non-uniformed officers	Up to \$350 per year
Fitness Stipend	up to \$750 Annually for Employee Who Qualifies	None	None
Shift Differential	N/A	\$0.75 for midnight to 8 a.m. and \$1.00 for 4 p.m. to midnight for all officers	\$0.50 for midnight to 8 a.m. and \$0.75 for 4 p.m. to midnight for water and sewer operators and operators' assistants
Health Insurance	New employees hired 1/1/13 or after are only eligible for the HDHP coverage, those hired prior to that date can choose between the Core Plan and the HDHP and can change between annually, if desired	New employees hired 1/1/13 or after are only eligible for the HDHP coverage, those hired prior to that date can choose between the Core Plan and the HDHP and can change between annually, if desired	New employees hired 11/1/13 or after are only eligible for the HDHP coverage, those hired prior to that date can choose between the Core Plan and the HDHP and can change between annually, if desired



CHRISTINA M. MURYN, MAYOR

ENGINEERING DEPARTMENT

Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer

Honorable City Council
Findlay, OH 45840

February 24, 2021

RE: COVID Grant Offer for Findlay Airport

Dear Council Members:

As announced by the Secretary of Transportation on February 12, 2021, the City of Findlay Airport is eligible for grant funds under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). These funds will assist airport sponsors to address the COVID-19 public health emergency. The FAA will distribute these grants under the new Airport Coronavirus Response Grant Program (ACRGP).

Based upon the size (category) of the Findlay Airport, the City can receive \$23,000. These funds can be used for operational expenses, such as personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and debt service payments.

In order to receive these funds, Council must authorize the Mayor, Service Director or City Engineer to sign the grant agreement. While the grant transmission letter does not list a deadline to have the application submitted, I would like to get it submitted as soon as possible. For this reason, I would appreciate your consideration to waive the statutory regulations and give the proposed ordinance all three readings at the March 2nd Council Meeting.

By copy of this letter, the Law Director is requested to prepare the necessary legislation to authorize the Mayor, Service Director or Engineer to sign any applicable grant agreements or documents that will be required for the City to receive the grant.

If you have any questions, please feel free to contact me.

Sincerely,

Brian Thomas, PE, PS, CPESC, CFM
City Engineer

pc: Don Rasmussen, Law Director
Jim Staschiak II, Auditor



**OFFICE OF
THE MAYOR
CHRISTINA M. MURYN**

Paul E. Schmelzer, P.E., P.S.
Safety Director

February 22, 2021

Dear Honorable Members of Council:

This letter is to request that Council authorize the waiving of applicable fees for Sidewalk Café Permits for calendar year 2021.

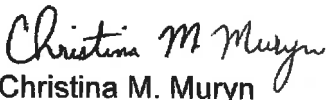
In light of the current restrictions being placed on local restaurants by the State of Ohio and the uncertainty of what the next year may hold, I believe it is prudent of the City of Findlay to reduce barriers for businesses wherever logically possible. Though fees are just \$200 for an initial application and \$50 for a renewal application, this can be a large expense for a small business already struggling to maintain operations. Additionally, I believe it will allow businesses that have not done so in the past to provide outdoor seating options.

Businesses will still be required to file the Sidewalk Café Permit as well as meet all requirements for approval.

The full application, rules, and regulations can be found at <https://www.findlayohio.com/Home/ShowDocument?id=2634>

Thank you for your consideration. If you have any other questions comments or concerns please do not hesitate to contact me.

Sincerely,


Christina M. Muryn
Mayor

City of Findlay

City Planning Commission

Thursday, February 11, 2021 – 9:00 AM

Minutes

(Staff Report Comments from the meeting are incorporated into the minutes in lighter text. Actual minutes begin with the DISCUSSION Section for each item)

MEMBERS PRESENT:

Mayor Christina Muryn
Jackie Schroeder
Dan DeArment
Dan Clinger

STAFF ATTENDING:

Matt Cordonnier, HRPC Director
Judy Scrimshaw, Development Services Planner
Kevin Shenise, Fire Inspector
Brian Thomas, PE, PS, City Engineer
Erik Adkins, Flood Plain/Zoning Supervisor
Don Rasmussen, City Law Director

GUESTS:

Dan Stone, Jacob Mercer, Abigail Akyeampong, Ann Clinger, J R Black, Michael Uloko, Bill Alge, Dan Sheaffer, Tim Mayle, Luke Siefring, Dennis Doolittle, Randy Greeno, Kara Ankney, Mike Farmer, Troy Sonner, Kathleen Floyd, Greg Bockrath, Linda Saldana, Clinton Stahler, Kelly Taylor, Doug and Christy West, Demetrius Williams, Andrew Gardner, Ben Saldana, Tom DePuy, Bob Miller

CALL TO ORDER

ROLL CALL

The following members were present:

Mayor Christina Muryn
Jackie Schroeder
Dan DeArment
Dan Clinger

SWEARING IN

All those planning to give testimony were sworn in by Judy Scrimshaw.

APPROVAL OF MINUTES

Christina Muryn made a motion to approve the minutes of the January 14, 2021 meeting. Jackie Schroeder seconded. Motion carried 4-0-0.

NEW ITEMS**1. PETITION FOR ZONING AMENDMENT #ZA-01-2021 filed by Michael Farmer to rezone 610 S Blanchard Street from C-1 Local Commercial to R-4 Duplex/Triplex.****CPC STAFF****General Information**

This request is located on the west side of S Blanchard Street south of the intersection with South Street. It is zoned C-1 Local Commercial. To the north is also zoned C-1. To the south and east is zoned R-3 Single Family High Density and to the west is zoned I-1 Light Industrial. It is located within the 100-year flood plain. The City of Findlay Land Use Plan designates the area as Single Family Small Lot.

Parcel History

The structure recently had a commercial use on the first floor and residential above.

Staff Analysis

The applicant wishes to convert the first floor into another residential unit. The C-1 Zoning District does not permit this, so he would like to rezone it to R-4 Duplex/Triplex. He will then change it to a full residential property.

Due to prior business uses, there is a large paved area at the rear of the building. This will provide more than enough parking to accommodate the extra residential unit.

Staff Recommendation

CPC Staff recommends **approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-01-2021 to rezone 610 S Blanchard Street from C-1 Local Commercial to R-4 Duplex/Triplex.**

ENGINEERING

None

FIRE PREVENTION

No Comment

RECOMMENDATION

Staff recommends **approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-01-2021 to rezone 610 S Blanchard Street from C-1 Local Commercial to R-4 Duplex/Triplex.**

DISCUSSION

Mike Farmer stated that they had owned the property for some 30 years. It had a commercial use on the first floor and a residence above. They have tried to keep a business there but have not been able to sustain a good business recently so they would prefer to create another residential unit.

Dan Clinger asked what our new zoning map had designated this lot. Matt Cordonnier replied that the C-1 Local Commercial is the new zoning. It had a commercial use on the first floor, so it stayed commercial. Mr. Clinger asked if it would make any difference to make it R-3 with the Conditional Use for a duplex instead of changing to R-4. Mr. Cordonnier replied that either would work. Changing to R-4 cuts out the step of coming back to CPC for approval of the Conditional Use. Because the biggest concern in changing existing buildings to R-4 is usually meeting required parking standards and this site has more than enough parking, we felt the change to R-4 is appropriate.

MOTION

Dan DeArment made a motion to **recommend approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-01-2021 to rezone 610 S Blanchard Street from C-1 Local Commercial to R-4 Duplex/Triplex.**

2nd: Jackie Schroeder

VOTE: Yay (4) Nay (0) Abstain (0)

2. APPLICATION FOR SITE PLAN REVIEW #SP-04-2021 filed by Columbia Gas of Ohio, 1800 Broad Avenue, Findlay for a Point of Delivery Station to be located at 15590 US Rt 224, Findlay.

CPC STAFF

General Information

This request is located on the north side of US 224 east of TR 212. It is zoned C-1 Local Commercial. To the east and west is also zoned C-1. To the north is zoned M-2 Multiple Family High Density. It is not located within the 100-year flood plain. The City of Findlay Land Use Plan designates the area as PMUD Planned Mixed Use Development.

Parcel History

The portion of the parcel in this request is currently vacant ground.

Staff Analysis

Columbia Gas is proposing a Point of Delivery Station on this site. They will be leasing 1.295 acres toward the west side of a 5.855 acre parcel owned by Blanchard Valley Health Systems.

They will construct one 50' x 50' steel building for metering and regulation, and two smaller prefabricated monitoring enclosures. (One is 8' x 12' and the other is 8' x 8'.) The buildings will sit on concrete pads.

All of the surface area inside the fenced enclosure will be stoned. The entry from US 224 will have a concrete apron and then become a stone drive going in to the facility. We normally do not permit stone surface in a C-1 district, but due to the nature of the use and it not being a traffic generator or parking surface we are fine with the stone. The applicant stated that personnel will typically only be on site a few times a month.

The entire complex will be fenced in with a tan 6' vinyl fence. The posts extend higher than the fence and will have barbed wire across them. The barb wire is not normally permitted either in C-1, but because it is a public utility that needs protection it is a reasonable request. The applicant submitted some photos of a similar site and the wire is barely discernible in the photos. Two rows of arborvitae are planted outside the fence.

The large building can be seen above the fence, but it is a similar color to the fencing and the entire site has a very neat appearance.

Staff Recommendation

CPC Staff recommends **approval of APPLICATION FOR SITE PLAN REVIEW FOR SITE PLAN #SP-04-2021 for a Columbia Gas Point of Delivery Station to be located at 15590 US Rt 224, Findlay.**

ENGINEERING

Access – Access will be via a proposed drive from US 224.

Stormwater Management – Detention for the site will be provided by the voids in the proposed stone areas. The water will be held in the voids until it can percolate into the underlying soil.

MS4 Requirements – The site will be disturbing less than one (1) acre so the applicant will not need to comply with the City of Findlay's Erosion & Sediment Control Ordinance.

Recommendations: Approval of the Site Plan.

The following permits may be required prior to construction:

- Driveway/Curb Cut Permit

FIRE PREVENTION

Stone driveway must be maintained.

RECOMMENDATION

Staff recommends **approval of APPLICATION FOR SITE PLAN REVIEW #SP-04-2021 for a Columbia Gas Point of Delivery Station to be located at 15590 US Rt 224, Findlay.**

DISCUSSION

Troy Sonner, Poggemeyer Associates, summarized the project. They will be tapping the TransCanada Pipeline to the north of the property. That high pressure gas will be brought in and go through the metering and regulation to drop the pressure and then be sent back out to the lower pressure distribution line.

Dan Clinger questioned if the site area was over an acre and should have to comply with MS4 standards. Brian Thomas stated he had calculated the "disturbed" area as under an acre, but if he miscalculated they would be required to meet MS4 standards.

Dan DeArment asked if they monitor gas inside the building. He stated that he was referring to the quality of the air inside the building – detection of leaks. Mr. Sonner replied that the buildings are not air tight, there are vents and louvres. It is all passive venting, nothing mechanical. Before any personnel would enter the building they are required to do air monitoring to check for combustible levels.

Jackie Schroeder asked who takes care of the mowing and landscaping. Mr. Sonner replied that the gas company will.

Dan Clinger asked if the gas is carried to a line south of US 224. Mr. Sonner replied that there is a new gas line proposed as part of this project south of US 224. Jackie Schroeder asked if they will be boring under the road for that. Mr. Sonner replied yes.

Mr. Clinger asked if there is any differentiation in types of stone used inside the facility. Mr. Sonner replied that driving areas are differentiated on the plans. Non-vehicular areas get #57 stone and drive areas get an ODOT 304 stone.

MOTION

Jackie Schroeder made a motion to **approve APPLICATION FOR SITE PLAN REVIEW #SP-04-2021 filed by Columbia Gas of Ohio for a Point of Delivery Station to be located at 15590 US Rt 224, Findlay.**

2nd: Dan DeArment

VOTE: Yay (4) Nay (0) Abstain (0)

3. APPLICATION FOR SITE PLAN REVIEW #SP-07-2021 filed by Croy’s Property Holdings, LLC, 440 N Maple Street, Ottawa, OH for a new 36’ x 60’ building and additional parking surface for the business located at 811 Broad Avenue.

CPC STAFF

General Information

This site is located on the east side of Broad Avenue south of Howard Street. It is zoned C-1 Local Commercial. To the north is zoned C-1 and R-3 Single Family Small Lot. To the south, east and west is zoned R-3 Single Family Small Lot. There is some flood plain on the property, but the area for construction appears to be outside of that. The City of Findlay Land Use Plan designates the area as Neighborhood Commercial.

Parcel History

The site has a single family home fronting on Howard Street and the south area was once a U Haul rental site. In 2017, Croy’s mowing received a Change of Use to use an existing garage for storage and have outdoor storage of vehicles and equipment for their business on the existing gravel lot. The east west alley running through the property was vacated in 2020.

Staff Analysis

Apart from the house there are three (3) other buildings on the property. The two smaller structures will be demolished. The garage near the house and along the N/S alley running from Howard Street will remain.

A new 36' x 60' building with a covered porch area on the northwest corner will be constructed to attach to the remaining garage. There will be an overhead door on the common wall of the two buildings to allow passage between the two and three (3) overheads on the west side of the building. The west side (facing Broad Avenue) will have a stone wainscot between the overhead doors as well as the same stone under the porch roof. This is the most visible side of the building. A business identification sign is indicated beside the entry door.

There is a dumpster shown at the very southeast corner of the lot. The plan indicates it will have a vinyl fence enclosure. It appears that the enclosure is only about 2' off the property lines. A dumpster must be 10' from a property line.

Because the business is expanding, they will need to comply with current standards. One in particular is to pave the parking and driving surfaces. Stone surfaces are only permitted in industrial settings for enclosed storage. All the areas that are now stone must be converted to a hard surface as well as the new areas proposed.

Protecting neighboring residential uses is also important. We propose that a privacy fence at least 6' in height be placed on the south property line between the business and the dwelling at 805 Broad Avenue. There is residential property along the north/south alley on the east side of the site also. We are not sure if the area to the south of that building is used for any parking. Because there is the intersection of that alley with the vacated alley now serving as ingress/egress for the business it may be pointless to fence in that short space and maintain good turning radius.

We would also want the lots and vacated alley combined into one parcel. This makes it much easier to define property lines for setbacks, etc. for the zoning department.

Staff Recommendation

CPC Staff recommends **approval of APPLICATION FOR SITE PLAN REVIEW #SP-07-2021 for a new 36' x 60' building and additional parking surface for the business located at 811 Broad Avenue subject to the following conditions:**

- **Move dumpster enclosure 10' from property lines**
- **Install a minimum 6' high privacy fence on south property line**
- **Pave any driving surfaces and parking areas**
- **Combine the lots and vacated alley into one parcel**

ENGINEERING

Access – Access for the proposed development will be from either the vacated alley off of Broad Avenue or the alley off of Howard Street.

Water Service – The proposed water service size is not labeled. The existing waterline on the west side of Broad Avenue is a small line. Depending on the size of the waterline needed, that line may or may not be able to be used. Based upon the use, I do not expect it to be an issue but if it is, the applicant would need to tap the waterline on Howard Street.

Sanitary Service – The sanitary service needs to be revised on the drawings. The proposed lateral will need to connect to the existing sanitary sewer that is located in the pavement of Broad Avenue. It is Engineering’s understanding that the sewer line that is shown on the plan is actual the storm sewer so it cannot be used for a sanitary connection.

General – Engineering would like some more information on what the proposed use of the proposed building will be. If equipment is going to be washed in the building, and if there are going to be any floor drains, Engineering would have concerns with oils/grease and grass clippings being washed off of the vehicle/mowers and entering the sewer system via the floor drains. A grease trap or some other method would need to be provided to keep the oil/grease and grass clippings out of the sewer system.

Stormwater Management – The proposed plan shows additional stone parking added to the site. If the stone is allowed, the increase in impervious area is small enough that Engineering would not require detention. The zoning code requires all parking areas to be paved. If the Commission does not allow the additional stone to be added and requires the parking to be paved, Engineering would require detention to be provided and would need to see revised drawings with proposed grades and any additional drainage that would be needed before signing off on the zoning permit.

MS4 Requirements – The site will disturb less than one (1) acre so the applicant will not need to comply with the City of Findlay’s Erosion & Sediment Control Ordinance.

Recommendations: Approval of the Site Plan with the following conditions:

- The size of the proposed water service that will be requested be provided and the water service be revised, if necessary.
- Additional information be provided regarding the use of the proposed building and if there will be floor drains and equipment will be washed in the building, a grease trap or some other method will need to be provided to keep oil/grease and grass clippings out of the sewer system.
- If the parking area is required to be paved, detention will need to be added and the drawings revised to show proposed grading and any drainage that would be required to drain the parking area.

The following permits may be required prior to construction:

- Sanitary Sewer Tap Permit
- Waterline Tap Permit

FIRE PREVENTION

No Comments

RECOMMENDATION

Staff recommends **approval of APPLICATION FOR SITE PLAN REVIEW #SP-07-2021 for a new 36' x 60' building and additional parking surface for the business located at 811 Broad Avenue subject to the following conditions:**

- **Move dumpster enclosure 10' from property lines (CPC Staff)**
- **Install a minimum 6' high privacy fence on south property line (CPC Staff)**
- **Pave any driving surfaces and parking areas (CPC Staff)**
- **Combine the lots and vacated alley into one parcel (CPC Staff)**
- **The size of the proposed water service that will be requested be provided and the water service be revised, if necessary. (ENG)**
- **Additional information be provided regarding the use of the proposed building and if there will be floor drains and equipment will be washed in the building, a grease trap or some other method will need to be provided to keep oil/grease and grass clippings out of the sewer system. (ENG)**
- **If the parking area is required to be paved, detention will need to be added and the drawings revised to show proposed grading and any drainage that would be required to drain the parking area. (ENG)**

DISCUSSION

Brian Thomas will need detention calculations now that it is going to be paved. There is a swale shown south of the lot.

Troy, representing Croy Mowing, stated that the business does mowing, landscaping, and snow removal. The building will be for storage of vehicles and equipment. There do not propose doing any maintenance on the vehicles here. It is normally contracted out or done at their home base in Ottawa. He went through the comments with the owner and they have no issue with any of those. He noted that they had moved the dumpster as requested on the revised drawing also. Troy stated that the owner would do whatever the Commission required for the buffer to the south.

Dan Clinger asked if there was an outlet for the drainage swale. Troy stated that he showed one going out to the storm drain on Broad Avenue. Mr. Clinger stated that he would like to see some screening on the east side along that alley from the backyard area of the house next door. Mr. Cordonnier commented that the Fire Department expressed some concern with that. The alleyway is narrow and anything along the alley may impede the trucks maneuvering. Keven Shenise said that it is technically their only rear access to the house at 805 Broad.

MOTION

Christina Muryn made a motion to **approve APPLICATION FOR SITE PLAN REVIEW #SP-07-2021 filed by Croy's Property Holdings for a new 36' x 60' building and additional parking surface for the business located at 811 Broad Avenue subject to the following conditions:**

- **Install a landscape buffer of arborvitae on south property line (CPC Staff)**
- **Combine the lots and vacated alley into one parcel (CPC Staff)**
- **The size of the proposed water service that will be requested be provided and the water service be revised, if necessary. (ENG)**
- **Detention calculations will need to be provided for the paved areas. (ENG)**

2nd: Dan Clinger

VOTE: Yay (4) Nay (0) Abstain (0)

4. APPLICATION FOR SITE PLAN REVIEW #SP-05-2021 filed by Robinson Investments, 811 N Main Street, Bellefontaine, OH for parking lot and truck maneuvering areas for an existing industrial building at 2615 Crystal Avenue.

CPC STAFF

General Information

This site is located on the east side of Crystal Avenue north of Melrose Avenue. It is zoned I-1 Light Industrial. To the north is zoned B-1 Institutions and Offices in Marion Township and I-1 Light Industrial in the City of Findlay. To the east is zoned I-1 Light Industrial. To the south is zoned M-2 Multiple Family High Density. To the west is zoned R-2 Two Family in Marion Township. It is not located within the 100 year flood plain. The City of Findlay Land Use Plan designates the area as PMUD Planned Mixed Use Development.

Parcel History

The site plan for the existing warehouse was reviewed and approved by Findlay City Planning Commission in September, 2017.

Staff Analysis

There are no new buildings added to the site. There are two “potential future canopies” shown on the west side of the building. No details are provided other than the location and dimension. Today’s review will not include any approval for the canopies.

The site plan consists of drive lanes and parking areas. There are speed bumps in the major driving areas which are fine as they are on private property. The Engineer will cover the ingress/egress details of the site in his review. Setbacks for I-1 allows pavement as close as 5’ to a side lot line and 10’ to a rear line. All pavement locations exceed these standards.

The location of a monument sign is indicated on Crystal Avenue. It meets setback requirements of the code. The Zoning Department will issue separate sign permits and will determine if the design meets standards.

There is a need for adequate screening for the Multi-family housing abutting this project. The units in Crawford Station are quite close to the property line and protecting those residences from headlights is a concern. Adequate screening is required along the south property line and the property line abutting the duplexes along Crystal Avenue. We can discuss the best remedy at the meeting as there appear to be some easements in the area.

A photometric plan was submitted that indicates foot candle readings of .5 or less at all property lines. Notes on the lighting plan state that pole mounted fixtures are placed at 28’. Our code has a maximum height of 25’ for the entire light structure (pole and fixture combined). The lighting will have to be lowered unless a variance is requested.

Staff Recommendation

CPC Staff recommends **approval of APPLICATION FOR SITE PLAN REVIEW #SP-05-2021 filed by Robinson Investments for parking lot and truck maneuvering areas for an existing industrial building at 2615 Crystal Avenue subject to the following conditions:**

- **Adequate screening from residential properties as determined by Planning Commission**
- **Submittal of new light structures meeting the maximum 25' height**

ENGINEERING

Access – Access to the site will be from the existing curb cuts on Crystal Avenue and Production drive. While the applicant has stated that the access from Crystal Avenue will not be used by trucks, Engineering would like to have the following changes made to that entrance:

1. Reduce the drive width from 30 feet to 24 feet
2. Reduce the radius on the north side of the drive from a 50 foot radius to a 20 foot radius
3. Post the drive as no trucks
4. The property to the south has a second drive that would access the proposed drive. If there is not a recorded easement that allows for this drive, Engineering would like for the drive to be removed.

Since the existing building is currently unoccupied, Engineer would like to know if the property owner would be in favor of changing the address from the existing Crystal Avenue address to a Production Drive address. The thought is that if the property has a Production Drive address, then GPS units used by the truck drivers will be more likely to direct them to use the Production Drive entrance instead of the Crystal Avenue entrance.

Water Service – The plan is proposing to relocate an existing fire hydrant. If the hydrant is going to be a public hydrant, a water tap will be required for the water department to make the tap. If the fire hydrant is going to be a private hydrant, no tap will be required. If the hydrant is private, the property owner would be responsible for all maintenance and repairs needed for the hydrant.

Stormwater Management – The consultant has submitted detention calculations that shows that the site is complying with the City of Findlay Standards.

MS4 Requirements – Since more than one (1) acre will be disturbed, the applicant will be required to comply with the City of Findlay's Erosion & Sediment Control Ordinance, which includes all post construction maintenance requirements.

Recommendations: Approval of the Site Plan.

The following permits may be required prior to construction:

- Sanitary Sewer Tap Permit
- Waterline Tap Permit

FIRE PREVENTION

Dumpsters must be 10 ft. from buildings.

Proposed plan blocks FDC and fire pump room access.

Proposed canopy doesn't allow access for FFD apparatus.

Driveways create access concerns for FFD apparatus in some areas.

RECOMMENDATION

Staff recommends approval of APPLICATION FOR SITE PLAN REVIEW #SP-05-2021 filed by Robinson Investments for parking lot and truck maneuvering areas for an existing industrial building at 2615 Crystal Avenue subject to the following conditions:

- Adequate screening from residential properties as determined by Planning Commission (CPC Staff)
- Submittal of new light structures meeting the maximum 25' height (CPC Staff)
- Reduce the drive width from 30 feet to 24 feet (ENG)
- Reduce the radius on the north side of the drive from a 50 foot radius to a 20 foot radius (ENG)
- Post the drive as No Trucks (ENG)
- Remove drive from apartments unless there is an agreement in place (ENG)
- Issue new address on Production Drive (ENG)
- Dumpsters must be 10 ft. from buildings. (FIRE)
- Resolve issue with plan blocking FDC and fire pump room access. (FIRE)
- Resolve any issue for proposed canopy not allowing access for FFD apparatus. (FIRE)
- Address issue of areas of driveways that create access concerns for FFD apparatus (FIRE)

DISCUSSION

Dan Stone commented that about $\frac{3}{4}$ of the south boundary of the property has a mature pine tree buffer. The eastern end of the parcel is currently open. Mr. Stone noted that there is a recorded easement to maintain the row of pines. He stated that all of their development will be moved outside of that easement. They would work with Planning Commission to fill in the voided areas in the existing pine row. Mr. Stone also stated that on the east end, the stone from the current side had been carried over there and there had been access between these under the prior owner. They will introduce landscaping in that area as required.

Matt Cordonnier asked if there is room with the easement there for them to put fencing along the south boundary. Mr. Stone replied that they cannot go in the easement without permission. If Planning Commission would require something, there may be caveats in the document to allow that. Mr. Cordonnier clarified that he would mean outside the easement on their site is there room to place that barrier. Mr. Stone replied yes. They intend to shift the roadway 20' north of the property line which will allow them a 3' buffer between the driveway and the easement. They could install a privacy fence there.

Mr. Stone stated that they had a lot of discussion with FFD on how they would access and fight a fire on the site. They will move the FDC to the north face of the building to avoid the canopy area. A new fire hydrant would go on that side also. They also discussed a fire access road only being added. They looked at Kevin Shenise's concerns on truck turns and creating other accesses to allow that maneuverability. It would effectively create a loop around the building for fire access to avoid those sharp turns in the driveway system.

Mayor Muryn noted that she had received a couple letters with drainage concerns related to the pond. During heavy rain there has been water covering portions of Crystal Avenue. They will analyze the existing pond. They do not want to put any more water in there. They will have to wait for the snow to thaw in order to be able to see the conditions. They are installing a new retention pond on the east side with the new development that goes to a new larger storm sewer. If this pond is deemed inadequate they can route as much water as needed around the building over to the east side. They will investigate any blockages, etc. that may be causing any issues and correct them.

Brian Thomas commented that he believes that last year there was an issue with the drive pipe being plugged. He did not see the dates of the photos so is not sure if that coincided with that issue. The City and County both looked at it. Found a bucket in there and once it came out it drained pretty quickly. The Corporation line is right there, so he, Dan and the County Engineer will all be involved in this.

Dan Stone stated that the canopies are going to be part of the plan and would ask the Commission to include them in today's approval process. Dan DeArment asked what the purpose of the canopies is. Mr. Stone replied that it will be a staging area to load and unload product. The clear height will be 14' at the lowest point and up to 16' at the building.

Jackie Schroeder asked for some information on the different traffic patterns on the site. Mr. Stone replied that all truck traffic will come off of Production Drive. He indicated the areas for main truck drop off, where box trucks would go and areas for trailer storage. The loading and staging area where the canopies are located will be accessed by the trucks coming around the building. They will then exit around the building back out to Production Drive. The employees will use the Crystal Avenue access. There is a detailed striping plan they put together showing all the directional flow. There is a great amount of signage on site to direct traffic.

Mr. DeArment asked how many employees they plan to have. Mr. Black replied that they will initially hire 160 and could go to 195 at peak season.

Matt Cordonnier commented that there is a gentleman in the audience that wanted him to convey his concerns. The first was the occasional flooding which has been discussed and we are confident it can be addressed. He had also asked about sidewalks along Crystal Avenue. Our zoning ordinance does not require sidewalks for industrial properties. He has also asked if there could be a guard rail installed between the pond and Crystal Avenue. His concern is that the pond is very close to the roadway. His final question was in regard to headlight pollution from vehicles leaving the site. He wondered if there could be some landscaping put on the north side to help with that. Dan Stone replied that they will be very limited with landscaping in that area. There are fiber optics, gas and telephone, overhead power lines all along the north property line. They could try to position some at certain points, but it will be up to Planning Commission to guide them in that area, but there are several obstacles. Mayor Muryn noted that with the traffic patterns on site, it does not appear that there will be much facing that north side very often.

Clint Stahler, attorney for Randall Strauch, indicated on the map where his client owns property south of the industrial site. He stated that they hold the 17' tree line easement. He had submitted a letter on behalf of his client to Planning Commission. Their concerns are the buffering for the M-2 Multiple Family zoned property. They want to maintain the suitability of that land for quiet residential enjoyment of potential building. If the road is moved 3' out of the easement area that is an improvement. The applicant cannot do anything to alter the trees within the easement. Mr. Stahler stated that there may need to be some investigation into whether 3' from that easement is enough to not alter the trees. It sounds like the Commission's recommendation is to add a no less than 8' opaque wall. He stated they would want this to be out of a material that also provides a sufficient acoustical barrier as well. Mr. Stahler commented that they would request a masonry wall similar to what you see along a highway. The road is listed as heavy duty, meaning box trucks and possibly tractor trailer vehicles. That would mean heavy trucks operating a few dozen feet from people's back patios. This could have a tremendous impact on the value of the abutting property and its suitability for development. They would want to be sure the screening goes far enough to the east to the boundary line that goes north. They would like a chance to review and weigh in and get this done directly with the applicant. They would like to have another opportunity with the Commission to have final site plan reviewed and approved. They would like the wall a sufficient distance outside the easement so as not to harm their trees.

Mayor Muryn noted that the easement issue is not something that the City can enforce. She stated that her thought is that a large privacy wall making it look like a large residential community might be beautiful, but may be a bit excessive. The combination of maintaining the mature tree line and putting an 8' vinyl privacy fence could be sufficient. This will not be high speed traffic which would not generate as much noise. Ms. Muryn stated that she did review the letter Mr. Stahler provided, but she feel comfortable with the solutions they have proposed.

Dan Stone stated that he wants to be sure the Board understands the logistics of the truck traffic and that it will be during normal business hours. Mr. Stone commented that they had spoken with the management of the Crawford Station apartments and they had discussed the traffic and hours. There will not be a lot of traffic through here in the middle of the night. Mr. Black commented that the owners of Crawford Station were in agreement with the 8' fencing. Mr. Stahler asked how far outside the easement area the fence would be. Dan Stone replied that it would probably be about 2' from the easement line. Mr. Stahler stated that they cannot alter the trees in the easement and he is thinking about root systems. They are concerned that you start to dig for the fence or roadway and hit a root and kill a tree. This is why he feels a visit to the site to analysis that issue would be good. Matt Cordonnier asked for clarification on what land Mr. Strauch owns and where the tree line is located in relation to his property. Mayor Muryn stated that as she sits and thinks about this, she understands that we do not want to damage a root system and have a dead tree that may fall on a roadway or fence and cause other damage. She expressed that it may however be difficult to prove over time what caused the tree to die. We cannot know where all the root structures are when a fence goes in. The applicants are meeting standards in our code, they are willing to install buffers as required, and they are willing to maintain that easement. She does not think they (the City) can legally restrict them any further as long as they are outside the easement. Mr. Stahler stated that an arborist can come out and tell you what distance you need to stay away from a mature tree to not compromise the root structure.

Dave Burns stated that his mother lives right across the street from the exit onto Crystal Avenue. He asked if they could make it a left turn out only. When they doing construction for the building he had to fix her yard four or five times where the trucks ran through her yard leaving the site. He stated that if they narrow the drive and make the radius less, trucks will cut wider and be in her yard again. Mr. Burns asked if the semi-trucks back trailers in back to back and they use that road their lights will shine in all the houses picture windows a little further up the road. Mayor Muryn replied the Crystal Avenue entrance is designated for employees only. They will change the truck traffic over to the entrance on Production Drive. She also replied that they have stated they will operate on standard business hours, so there should be minimal times that headlights will be an issue. We do live in Ohio and it gets dark early in the winter, but there should not be a lot of after-hours traffic. Matt Cordonnier responded that he knows they cannot guarantee that a truck will never use that access, but he is comfortable with the fact that the applicant has stated they will post as No Trucks and specify that the trucks use the other entry. Jackie Schroeder stated that changing the address for the building to Production Drive will also help with anyone relying on GPS directions. Mr. Black noted that the address will be a priority even now. They have persons coming to visit the site and the entry from Crystal is not good and they do not plow it right now. It is preferable for all traffic to come from Production Drive. Mr. Burns asked if the drive to Crystal will be blacktopped. The applicant replied yes. Mr. Burns asked who would be responsible for repairing her lawn if the construction company uses it. He had problems with them promising to repair it before and they never did. Mr. Black said he understands his frustration, but they are the landlord, and if this ever happens, the tenant would be causing the damage and he cannot speak for them.

MOTION

Mayor Muryn made a motion to **approve APPLICATION FOR SITE PLAN REVIEW #SP-05-2021 filed by Robinson Investments for parking lot and truck maneuvering areas for an existing industrial building at 2615 Crystal Avenue subject to the following conditions:**

- **Issue a new address on Production Drive**
- **Install an 8' privacy fence along the entire south property line and landscaping on the west property line abutting the Cunningham duplexes**
- **Submittal of new light structures meeting the maximum 25' height (CPC Staff)**
- **Reduce the drive width from 30 feet to 24 feet (ENG)**
- **Reduce the radius on the north side of the drive from a 50 foot radius to a 20 foot radius (ENG)**
- **Post the drive as No Trucks (ENG)**
- **Dumpsters must be relocated 10 ft. from buildings. (FIRE)**
- **Resolve issue with plan blocking FDC and fire pump room access. (FIRE)**
- **Resolve any issue for proposed canopy not allowing access for FFD apparatus. (FIRE)**
- **Address issue of areas of driveways that create access concerns for FFD apparatus (FIRE)**
- **Review and correct if necessary the drainage of the pond along Crystal Avenue**

Dan Stone asked that we consider the canopies as part of the approval of today's plans. When they file for a permit, they will bring in the details on those as part of the plan. The Commission agreed.

2nd: Dan Clinger

VOTE: Yay (4) Nay (0) Abstain (0)

5. APPLICATION FOR CONDITIONAL USE #CU-02-2021 filed by Abigail Akyeampong to operate a group home for elderly persons that require help with Activities of Daily Living (ADL) to be located at 2619 Foxbury Lane.

CPC STAFF

General Information

This request is located on the north side of the south east/west leg of Foxbury Lane. It is zoned R-1 Single Family Low Density. All abutting property is also zoned R-1. It is not located within a 100 year flood plain. The City of Findlay Land Use Plan designates the area as Single Family Large Lot.

Parcel History

This is the site of a single family home.

Staff Analysis

Group Homes are a Conditional Use in the R-1 district and subject to review of the Planning Commission. Planning Commission can place any conditions they deem necessary on the property as part of the approval of the use. There is no change in Zoning District and if any use other than residential ever wanted to occupy the location, they would have to be listed as a Permitted or Conditional Use in the R-1 district to be considered. If they would fall into the category of a Conditional Use, they would have to go through this same process with Planning Commission.

The Applicant (a licensed medical professional) has stated that she intends to have elderly persons (age 65 and over) reside in the home that need some level of care but do not desire to move to a nursing home facility at this time. She commented that they will be predominantly female unless there is the case of a husband and wife. The number of residents will depend on what the State will approve for her license. She indicates that she will start with two (2) clients, but it could go up to as many as five (5). (Per conversation with applicant on February 4, 2021)

The Applicant has stated that she will be the only other person residing in the home. There will be caregivers probably working 12 hour shifts. Normally only one during the day and one during the night. There is a large driveway area in front of the house and she predicts that no more than (four) vehicles would be parked there at any time. She has stated that none of the clients will have cars or the ability to drive. As the project is presented we do not anticipate any more traffic generation than a normal residence.

There will not be any signage and the exterior of the home will not be changed. It will maintain the appearance of a single family home.

Staff Recommendation

CPC Staff recommends **approval of APPLICATION FOR CONDITIONAL USE #CU-012-2021 filed by Abigail Akyeampong for a group home for elderly persons subject to the following conditions:**

- **State approval of license to operate**
- **Approval of State Building Department for renovations if required**

ENGINEERING

Based upon the information that has been provided, Engineering would not expect the any more traffic from the proposed use than a normal household.

FIRE PREVENTION

Change of building use/ occupancy change must be filed with Wood Co. Building Dept.

DISCUSSION

Abigail Akyeamong stated that she is a certified Nurse Practitioner. She commented that she wanted to clarify her proposal. She feels that anytime someone uses the term Group Home it raises concern in people's minds. This house idea was the result of working with Nancy Miller who was a Findlay resident. Ms. Akyeamong has her 93 year old husband, Bob, with her today. Nancy Miller got sick four years ago and eventually was diagnosed with Alzheimer's, Parkinson's, and dementia. Bob and his wife had promised each other to not put their partner in a nursing home. The couple had no children. However, the disease became too complicated for him and he had no choice but to place her in a nursing home. Mr. Miller would spend eight hours a day by her side to make sure she was taken care of. Ms. Akyeamong related that she had worked in nursing homes before. She does not blame the employees, but the system can have one aid responsible for 14 to 24 residents at a time. She stated that Mr. Miller called her from the nursing home one day and told her that his wife needed help. He needed to get her from her wheel chair to her recliner and he was repeatedly told it was not her turn yet. Nancy Miller passed away last September and that is when she decided that she wanted to have a house to provide care for the next Nancy that deserves better, more personal care.

Ms. Akyeamong stated that this house will be her home. She just wants to have elderly adults who have worked all their lives and do not want to go to the nursing home live there. She stressed that the exterior of the home will not change. There will not be any sign. She is highly regulated by the Ohio State Department of Health. Every 120 days they will come by to ensure the clients are safe and taken care of properly. She stated that the other neighbors would be more of a risk to the neighborhood than these elderly adults. Her clients will not create traffic. They do not drive or own cars. Abigail noted that someone can run a day care out of their home and have multiple children and multiple vehicles coming and going daily. She compared her situation to like living with her in-laws and her family in one house.

Abigail Akyeamong said her house would be affiliated with a non-profit. They will work with Center for Aging to provide funds locally into the Dementia, Alzheimer's and Parkinson's care. She decided to do this in Findlay because it was Nancy's hometown. She wants to give back to her and have name live long in the community.

Mayor Muryn thanked Abigail for her passion. The mayor stated that the topic in front of them is making sure it is conducive with the neighborhood, will not cause disruption and that it can be classified within the parameters of the Conditional Use. Christina commented that she wanted to clarify that this is not a rezoning of the property it is a Conditional Use. The Commission can grant permission for the use if they see fit. Any other future use of the property if not residential would have to come back to the Commission to see if they would allow it. The Mayor also noted that they received communication from the neighborhood regarding Restrictions and Covenants of the Subdivision that would prevent this. The Commission cannot address that. Any violation of those rules are a civil matter to be addressed outside this Commission's purview.

Dan Clinger asked Abigail if she had any experience in operating a nursing facility. Ms. Akyeampong replied yes. She has a practice in Lima Ohio and does house calls to elderly adults' homes. She stated that she also has patients in Columbus that she sees. She also goes to nursing homes and supervises staff. Mr. Clinger asked if she could have up to two persons without being licensed. Ms. Akyeampong replied yes, she can according to the State. If she is going to have more – she would like to have five – then she must get the license.

Mayor Muryn asked how many of her occupants she expected to have vehicles on site. Abigail replied that none of them will be drivers. Christina Muryn then asked about patients in particular having Parkinson's, Alzheimer's or dementia and stated that they have all heard of situations when they can get violent, forgetful, possibly get out of the building. How can she protect against that happening? Abigail replied that she has the liberty to take the clients that she feels she can provide safe care to. She would not take a client that is a "wanderer". She would not have the patients that are in an advanced stage of the disease.

Dan DeArment asked if any of them can own a car. Ms. Akyeampong replied that she does not have room to keep someone's car, so part of her criteria is they will not own a car. She does not feel her patients will be able to drive in any circumstance.

Dan Clinger asked if she has a business plan for what she is doing. Ms. Akyeampong stated no she has not developed a business plan. She is being associated with a non-profit. It is in the process. The house will be called Nancy's Home. The nonprofit will support Parkinson's, Alzheimer's and Dementia Foundation. Mr. Miller stated that he sold the home he and his wife had lived in and it went toward this Foundation.

Dan Clinger asked what she planned to do as far as renovations to the house. Abigail stated that there will be no exterior alterations. She will be making a bathroom handicap accessible and just repaint the interior and freshen up in general. Mr. Clinger asked if she was planning to add any additional bedrooms. Abigail stated that it is currently a four bedroom house. There is an extra dining area that could be turned into a bedroom. Mr. Clinger stated that she will need to go to an architect or engineer to get state approved plans drawn up. Abigail replied that she will have to have the Fire Marshall come through the house and give a recommendation to the State Board on the safety of the home. The Ohio Department of Health will not approve until they sign off.

Mr. Clinger asked if she does intend to live here. Abigail replied yes, but she does work and her business takes her out of the home. There will always be a caretaker there for the residents when she is gone. Mr. Clinger noted that a letter they received indicated that she has a family and children in Ada. She replied yes, her ex-husband is there and a 17 year old daughter. Her daughter is the only one left at home and she will be going to college. Her daughter spends part of her time with her and part with her husband until then. None of them will reside in this house with her.

Christina Muryn stated that another concern from neighbors was emergency vehicles coming if there are regular incidents. She asked if Abigail could give any perspective on level of care and how often there may be incidents requiring such. Abigail stated that it will not be any different than if you have an aged parent living with you. She stated that she has the discretion and privilege of being able to be able to admit people to a nursing home. Her patients will not be in need of things like feeding tubes, tracheotomies, etc. Yes, someone could fall and injure themselves like in anyone's home and perhaps need other medical assistance.

Ms. Muryn wanted to clarify that Abigail has the ability to decide if someone that has been staying with her needs a higher level of care that she cannot provide, that she can admit them to a facility.

Dan Clinger asked how Ms. Akyeampong arrived at the decision to submit this as a group home. Ms. Akyeampong stated that she has always wanted to help people in this way and she believes this will not be the only such place she will have. She would like people to get to the point that if they love their neighborhood so much and they don't want to go to the nursing home that you can call a neighbor in the same situation and get together and combine households to help each other. Dan Clinger asked what is the maximum number the State could license her for. She believes that here she can have one resident per room, so it will depend on the number of rooms. She plans to stick to no more than five. Mr. Clinger stated that she calls this a group home but he thinks it falls more into an assisted living facility. Abigail said that according to the State licensure it is called assisted living. Matt Cordonnier stated that he thinks a definition of a group home is someone living in and supervising persons living in the home. Mr. Clinger stated that a group home would have individuals living there on a short term. In his opinion this is not a group home but a nursing/assisted living facility. Ms. Akyeampong stated that considering the age group, she does not foresee anyone living there very long term. She stated that it is an end of life service.

Kara Ankney stated that she lives in a house directly across from this proposal. She commented that she took offense to the statement that she and her family would be more of a risk to her residents than her residents to them. Ms. Ankney said she moved to this neighborhood as a family residential place. It has a lot of character, there are a lot of kids in the neighborhood for her children to play with. Ms. Ankney stated Abigail had stated she had a non-profit but also stated she had an investor. Kara said you do not have investors in non-profits. She said she had researched and found an LLC called Villa De Nancy's. Ms. Ankney had researched the licensing and it is listed as a residential care facility or assisted living. She also stated that while she says it is for elderly, by law it could open it up for other things. Ms. Ankney questioned the number of vehicles. Will any be in the garage? Is she changing the garage into something else? She stated that she suspects the amount of additional waste generated will require a dumpster. She again pointed out that the licensure allows for a whole gamut other than just elderly. Maybe she would change that in a year or so. Ms. Ankney stated she intends to stay in that home until she is older and retired and she does not want that risk across the street. If one goes in, what's to say another does not in the future?

Ms. Ankney said that Bill Alge had to leave for an appointment and he asked her to share something. He commented that the Conditional Use request will substantially change the character of the neighborhood and she is in total agreeance with that. Ms. Ankney commented that there are two nursing facilities within a half mile of this now. Within another five miles there are two more. Although Abigail states that they will not have vehicles and she has control over that, the patients' rights manual is very large. How can she say that if someone comes in and says they can still drive? There will also be relatives visiting that may cause tons of extra traffic. She quoted Mr. Alge as saying that the Conditional Use will require a very liberal interpretation of the City Zoning Code. Ms. Ankney stated that if someone doesn't want to go to a nursing home, they do provide in-home care.

Bob Miller commented that today you are forty, tomorrow you will be ninety. It comes fast. He said he is sure at this point you have people that are eligible to live in Nancy's House.

Christy West, neighbor of the Ankeny's, spoke next. She commended Kara on the research she did. Ms. West stated that they are concerned about property values. She commented that she worked in home health for 11 years and she knows what that is like. She appreciates someone wanting to stay in their home, but she does not want a "Golden Girls" home across from her.

Michael Ebersole, 2523 Foxbury Lane, has lived here since 1988. He commented that this isn't what they signed up for when they moved into the Fox Run area. At the time it was one of the premier neighborhoods in town. He considers this an encroachment on the neighborhood. He stated that if this house comes in, it is not particularly because it is the house, but what will happen next. Will there be a bed and breakfast come along? He is asking the Planning Commission to protect the residents of this neighborhood. This totally overlooks the deed restrictions.

Mayor Muryn stated that she appreciates the discussion for both sides. She has tried to come in with an open mind because she did not really have a strong opinion either way. At this point she says she is leaning towards denial of the application. This is a single family environment. She agrees that this is very needed in the community and she thinks Abigail has a great vision for what she wants to accomplish. Ms. Muryn stated that it might be more suitable in a neighborhood where there are maybe some existing duplexes and maybe some other environments around it so it is not so out of balance within the neighborhood. There is a progression and quality of life that Abigail will be able maintain in such an environment that is very noteworthy.

Monica stated that she and her husband purchased a home in July of last year on Foxbury Lane. They purchased in this area because it was a nice neighborhood and they could raise their family, grow old and retire there. She stated that she is a nurse and has worked in an extended care facility so she knows what it is like. She does not think this will solve the health care system. She does not feel it belongs in this family neighborhood. She agrees with the neighbors that it will bring down the property value of their home.

Dan Clinger commented that he has done extensive research with codes and he feels that this project is very clearly not a group home. It is an assisted living facility that is permitted in other zoning districts but not in R-1.

MOTION

Dan Clinger made a motion to **deny APPLICATION FOR CONDITIONAL USE #CU-02-2021 to operate a group home for elderly persons that require help with Activities of Daily Living (ADL) to be located at 2619 Foxbury Lane. Reason for denial is that it is not a group home, but an assisted living facility.**

2nd: Christina Muryn

Mr. Miller commented that he will probably have to call relatives in W Virginia to see if he can live with them.

Mayor Muryn stated that she is sorry to hear that, and they do agree that it is a great idea here but they have to make sure it will be located in a neighborhood where it fits more appropriately with the overall environment.

VOTE: Yay (4) Nay (0) Abstain (0)

6. APPLICATION FOR SITE PLAN REVIEW #SP-06-2021 filed by The Kroger Company, 4111 Executive Parkway, Westerville, OH for a fueling station to be located at 101 6th Street.

CPC STAFF

General Information

This request is located on the south side of 6th Street just east of S Main Street. It is zoned C-1 Local Commercial. To the north, south and east is zoned R-1 Single Family Low Density and R-2 Single Family Medium Density. To the west is zoned R-1 Single Family Low Density. It is not located within the 100-year flood plain. The City of Findlay Land Use Plan designates the property as Neighborhood Commercial.

Parcel History

The site is currently a parking lot and vacant grass lot behind the existing grocery store.

Staff Analysis

This applicant is proposing to construct a 5 pump fueling station at the east end of the existing Kroger store. Fueling stations are a Conditional Use in the C-1 Local Commercial district.

The parking lot is currently used for employee parking. There is no public access at this end of the store for patrons. There is one access to the parking lot at the east end of the pavement. There is a remnant of the former residential drive into the grass area east of the parking lot. The Engineer will discuss the new driveway locations in his review.

The canopy and small attendant building. The structures meet all required setbacks. This site will not have a convenience store component.

Parking along the east side of the building and to the south of the proposed fueling area will generally serve employees. There are 28 spaces shown there. We do not see any estimate on number of employees. In general, the parking required is only based on square footage of the building. There are more than enough spaces with the parking on the west side and the additional spaces on the east to meet those minimums.

Although the plan can meet bare minimum requirements, the site is small and has the potential to exacerbate the existing site issues. We can only assume that the drive at the south end of the store will also have added traffic with patrons leaving their shopping trip and cutting through to go fill up before they leave the site. And the case will be vice versa also – get my gas and now go out front to do my shopping. The site has issues now at busy times with so many shoppers, conflicts in the parking lot and not easy ingress and egress in general.

All the residential neighbors will be subject to more traffic, lights and noise than they already have had living beside a retail space.

Staff Recommendation

CPC Staff recommends **denial of APPLICATION FOR SITE PLAN REVIEW #SP-06-2021 filed by The Kroger Company for a fueling station to be located at 101 6th Street.**

ENGINEERING

Access – The site currently has one (1) drive on Main Street and three (3) drives on Sixth Street (one drive is for the currently vacant lot that is under the same ownership). The proposal keeps the same number of drives as what currently exists.

Engineering feels that access to the property will be an issue. The proposed plan shows fuel trucks entering the Main Street drive, which requires a left turn across 2 lanes of traffic. There have been numerous times that Engineering has seen a vehicle waiting here to turn left. When the fuel truck waits, it will back up traffic through the intersection. Engineering also feels that there will be issues when the truck tries to make the left turn onto Sixth Street to leave the site.

There are also vehicles that currently use the drive located on the south side of the building to travel from the existing parking lot on the west of the building to the parking lot on the east side of the building. While it is assumed that this drive was really installed for delivery trucks, it doesn't change the fact it is used by delivery trucks, passenger vehicles and would now also be used by fuel trucks.

These concerns were provided in a conference call with the applicant and the consultant in the fall of 2020. During the call, Engineer also asked for a traffic study to be completed. It was stated that the purpose of the study would not be to look at the impacts on the intersection but should look at all of the drives to determine if any improvements need to be made. Engineering has received the traffic study that was requested.

Engineering does have some comments on the study. Some of the comments are minor, such as typos, or inaccurate statements but there are a couple of comments that are more major:

1. The study only looked at the new drives and did not look at the existing drive on Main Street or the existing drive on Sixth Street on the west side of the building.
2. The study assumes that 20% of the traffic will go both to the grocery store and stop at the gas station. The numbers that are used, assumes that all of those vehicles will visit the store first which reduces the number of vehicles entering the gas station.

Water Service – The proposed water service is labelled as a 2" service. This seems like a large size to service 1 restroom for employee use only. Are there other water uses that were used to determine the size of the water service? The water service will also need to connect to the 10" waterline on the north side of Sixth Street. The plan currently shows the service connecting into the waterline that was abandoned last year when the newer line was installed. The location of the water service will also need to be modified so that the water meter pit will be located in a grass area.

Sanitary Service – The proposed sanitary service will connect to the existing sanitary sewer located at the rear of the property.

Stormwater Management – The stormwater calculations submitted complies with the City of Findlay Standards. The proposed storm sewer connection to the existing 36" storm sewer will be difficult because the existing sewer is brick. This sewer is currently being televised so that Engineering can determine its condition. Once Engineering has the video, we will determine if there is an existing tap that can be used so that a new connection will not be required.

MS4 Requirements – The site will disturb less than one (1) acre so the applicant will not need to comply with the City of Findlay’s Erosion & Sediment Control Ordinance.

Recommendations: Engineering also agrees with the comments that Regional Planning has on this project. It really seems to be a case of trying to put too much in an area that is too small.

Engineering would recommend denial of the plan as proposed but if the Commission does not agree, Engineer would request that the following conditions be placed on the approval:

1. The water service size be verified and the location be modified to the satisfaction of Engineering.
2. Storm sewer tap location be confirmed with Engineering.
3. Traffic Study be modified to the satisfaction of Engineering and any improvements that are required be added to the project.

The following permits may be required prior to construction:

- Sanitary Sewer Tap Permit
- Waterline Tap Permit
- Driveway/Curb Cut Permit x2
- Sidewalk Permit

FIRE PREVENTION

Concern with access to FDC due to potential new traffic flow and vehicle stacking.

RECOMMENDATION

Staff recommends **denial of APPLICATION FOR SITE PLAN REVIEW #SP-06-2021** filed by **The Kroger Company for a fueling station to be located at 101 6th Street.**

DISCUSSION

Andrew Gardner representing Kroger came to the podium. Mr. Gardner stated that the store was opened in July, 2003. Prior to Kroger it had been Foodtown at this location. He said that one of the reasons they are doing this is that a convenient fueling location has been requested by the customers at this store. It will be a \$2 Million plus investment. Mr. Gardner commented that he was a little surprised when he received the Staff reports recommending denial. They have been communicating with Staff since August. He commented that he was surprised because they do meet the zoning code requirements for the C-1 Conditional Use. He read the section of the code that listed a couple of conditions for approval. Those were related to position of underground tanks and level of screening required. Their plan meets both of these.

Mr. Gardner replied to the Staff comment regarding more light, noise, and traffic for the residential neighbors. He stated that any of the permitted uses in C-1 could have the same challenges. He said that they did submit a lighting plan that meets the City standards. Mr. Gardner stated that the hours of the fuel center would be 7 a.m. to 10 p.m. He remarked that the Speedway on Main Street would have the same conditions and it has been a 24 hour operation. He feels that they are asking for something that is already existing at an adjacent property. This is nothing new or something that has not been done or already approved.

Mr. Gardner explained that the reason they moved the tanks was to address the condition in the zoning code as best they could. A fuel center like this only gets 2 or 3 tanker trucks per week. They did not feel the truck motion would be a significant problem. He stated that he is confident they could come up with a tank location to flip that and keep the trucks entering off 6th Street and take them back out to Main if that will satisfy the Commission.

Mr. Gardner noted that his engineer did make some incorrect assumptions in the traffic study. They did go back and reanalyze after receiving Mr. Thomas' comments. He has looked at all the new drives and modeled all the traffic as a worst case scenario. They have not had time to get that to Mr. Thomas and would ask the Commission to make that a condition of approval. The study did show that the level of service was still acceptable even with traffic coming and going onto 6th Street between store and fueling station. He stated that they could sign the rear drive as one way truck traffic only. That will not absolutely prevent cars from using it but would deter some. He thinks these adjustments would resolve Mr. Thomas' issues.

Mr. Gardner stated that they left a landscape buffer on the east side. They are proposing a mound with trees and shrubs to try to meet the screening requirement. The south side is tighter. They are proposing a fence with additional plantings similar to what is there now. There is a mix of fence, masonry wall and fence again there now.

They respect Staff's opinion, but they respectfully disagree with the denial Mr. Gardner said. This is a value to their customers. Kroger constantly offers fuel perks incentives to help them save money.

Christina Muryn stated that her comments may come off as harsh. She grew up in that neighborhood a couple streets away. She grew up going to this store. Ms. Muryn commented that it does not function effectively. She agrees that they are technically meeting all the minimum standards. The Commission has to consider the overall impact to the neighborhood and the overall safety and function of it. She knows of persons that have regularly parked in the rear parking lot to avoid the front lot because it can be so challenging to maneuver at busy times. It is a very busy store and we need that grocery store in this end of town. She stated that she is struggling with the idea that this can fit and not cause significant disruption and more conflict points. That could not only be an efficiency and disruptive experience, but a potential safety hazard due to the volume of people you have walking through there, it's not a very wide spot to have multiple vehicles trying to maneuver through there, persons loading and unloading, etc.

Mr. Gardner acknowledged that the front parking lot is an additional and unique challenge all its own. They do not intend to have customers parking in the rear lot and walking to the front of the store. They certainly prefer all the employees park in the back and leave space in the front for the customers. He stated that they have not done an analysis of that parking lot to see if there could be a better layout for it that might give better flow. They can certainly take a look at that. To them the fuel center in the back is almost a separate site. If they can separate the traffic in front from the back he feels it certainly should not cause any issues in the front of the store.

Mayor Muryn asked about the employee parking. Mr. Gardner stated that there are around 27 spaces along the building and the south property line. He said the store generally had 25 to 30 employees. Ms. Muryn replied that they need to visit the site between 4 and 7 p.m. any week night or Saturday morning to witness what she is referring to.

Matt Cordonnier remarked that we did look at the Speedway site which is similar in that it is very close to residential units. The one difference is that when Speedway built they also purchased the homes directly north and east of their store and maintain them as rental units. Dan DeArment questions whether another gas station is needed in the area at all. Dan Clinger noted that he can understand their wanting to do this from an economic standpoint. In comparison to the Speedway site this will impact 12-14 residences abutting it. That is probably a little more impact than the Speedway was when it came. Mr. Clinger also agreed that it is a very tight fit. He understands there are only 2 or 3 fuel trucks per week, but how many store delivery trucks come through the back also? This is a tough nut with traffic, the closeness of approaches to the intersection and it just gets bottled up a lot the way it is now. This will create another venue for people to be driving in and out of.

Ms. Muryn stated that she has been trying all week to come up with what conditions they could place here to make it work. Mr. Gardner replied that obviously the completion of the traffic study is one. Looking at the traffic patterns on the site and coming back with a study and pattern that is acceptable.

Jackie Schroeder stated that she does have some problems with pushing traffic and lights to the east and further into the residential area. She referred to the station on Tiffin Avenue and asked if they would potentially have outside sales of salt and mulch, etc. as they do there. Mr. Gardner replied potentially. That is something that could also be done in the front of the actual store. There may be the “impulse buy” coolers with sodas and such. They did not show any of that on the site plan because they have not hashed that out yet. He does think there is the potential for those types of things here.

Dan DeArment asked if the pumps would have the speakers and screens with commercials, etc. going on while you pump your gas. Mr. Williams stated that the speaker is at the pump to communicate with the attendant.

Dan Clinger asked Brian Thomas about detention. Mr. Thomas replied that they propose under pavement detention.

Ben Saldana stated that he lives directly behind the Kroger store. He commented that Kroger has not been a very good neighbor. There is trash constantly coming over the fences. The wooden fence is in terrible disrepair. There are trucks at 2, 3 or 4 o'clock in the morning. Sometimes there are multiple ones backed up waiting. The store is not open, but they pull in and sit with their engines running until they can unload. In the summer they may open their windows and play their stereos. During busy times, the parking lot out front is full and people are waiting to get a spot. This is particularly bad at the holidays. He would be happy if the Commission would say no to this. They have to live there. They were there before Kroger was there. He commented that it is not fair for them to say that these things were already this way so it should not make a difference.

Tom DePuy, 310 7th Street, spoke next. He will be directly behind the new gas station. Mr. DePuy commented that he thinks this will decrease his property value a great deal. He stated the issue with traffic problems there now and that this will only increase those.

Mr. Saldana stated that just a little east of here on 6th Street is the Hanco Ambulance Service. They fly down 6th Street to get to Main Street and there is already havoc with trucks coming and going. That will just be another potential dangerous situation.

Matt Cordonnier stated that he had a letter from Lee and Cathy Weygandt that they requested be read. They did not want to attend due to Covid. Mr. Cordonnier summarized their comments. They do not see this as a welcome addition to the neighborhood and they oppose it. They noted the traffic nightmares with the current access to the Kroger store. The service station will only add to the noise, traffic and lighting issues in this nice neighborhood. A 6' fence with plantings that will take years to grow enough to block anything will not buffer the neighborhood which has been long established. With the Speedway, the potential station across Main Street and Kroger here, how much more traffic can that intersection take on? They also noted a sign at the corner of Main and 6th. How many more signs can they take in their residential neighborhood? The Weygand's stated that careful and thoughtful planning is the only way to grow our community. They requested the Commission listen to their concerns and urged them to reject the proposal.

Kathy Floyd, 128 7th Street, spoke next. She remarked that her parents had built this home. The house has been there for 70 years. She stated that this is probably the worst thing that could happen to this property. Traffic behind the store is already a problem. The additional traffic at the gas station will be worse. She is very much opposed to this.

Ms. Muryn stated she is trying to decide to recommend denial or table. Mr. Gardner replied that they would request to table. They can go back and discuss with their internal team and decide how and if they want to move forward. Mayor Muryn replied that the only reason she is going back and forth on this is because she is trying to figure out if there is anything from the screening standpoint, etc. that we can add conditions to that might help. But ultimately her primary concern is that this will be unsafe. There is just too much here. She cannot see any new version of this that she could approve. She feels they have a problem in the fact that they have outgrown this site.

Mr. Cordonnier replied that he cannot speak to the traffic. The question to the neighbors to the south is if there would be any benefit to an acoustical wall as we had heard brought up on a previous case - something maybe 10'-12' high. Linda Saldana replied that they are directly behind the loading dock area and there is a concrete wall there. That does not deter any noise. It is better looking than the wooden part that is so much in disrepair and looks awful. She does not see how any type of barrier can fully block all the additional noise and light pollution. She commented that it is a logistical nightmare to go down Main Street or 6th Street around the store. She can't see any viable option for the trucks coming back there. Ms. Saldana stated that she personally does not want a gas station in her backyard and does not think anyone else would want it either. Their property value would definitely nose dive.

Matt Cordonnier stated that the existing conditions are as they are and were legal at the time. We do need to be specifically considering the gas station. We can't really do anything about the existing site here.

Dan DeArment stated that his concern is the traffic. He thinks they can dampen sound and light but he does not think we can fix the potential traffic problems. He personally does not want to rehash this. He does not see how it will change in a month so he would prefer to deny and not table.

MOTION

Dan DeArment made a motion to **deny APPLICATION FOR SITE PLAN REVIEW #SP-06-2021 filed by The Kroger Company for a fueling station to be located at 101 6th Street.**

2nd: Christina Muryn

Brian Thomas stated that if the applicant does not want a denial on record they could still pull the application. Mr. Gardner replied that if that is an option he would request that the application be pulled.

Mayor Muryn state that the record show that the applicant pulled the application from consideration. Mr. Cordonnier clarified for the residents that this means there is nothing that Kroger is permitted to do in regard to the fueling station.

ADJOURNMENT

Christina Muryn
Mayor

Brian Thomas, P.E., P.S.
Service Director

City of Findlay
City Planning Commission
City Council Chambers, 1st floor of Municipal Building
Thursday, March 11, 2021 - 9:00 AM

AGENDA

CALL TO ORDER

ROLL CALL

SWEARING IN

APPROVAL OF MINUTES

NEW ITEMS

1. **PETITION FOR ZONING AMENDMENT #ZA-02-2021** filed by Home Living Rentals, PO Box 129, Dunkirk OH to rezone 227-233 E Bigelow Avenue and parcel # 610001010000 from R-3 Single Family High Density to M-2 Multiple Family.
2. **APPLICATION FOR PRELIMINARY PLAT #PP-01-2021** for the Findlay Village Mall Subdivision located at 1800 Tiffin Avenue.
3. **APPLICATION FOR FINAL PLAT #FP-01-2021** for the Findlay Village Mall Subdivision located at 1800 Tiffin Avenue.
4. **APPLICATION FOR SITE PLAN REVIEW #SP-08-2021** filed by Findlay Board of Education, 2019 Broad Avenue, Findlay, for a 6,644 square foot modular classroom building to be built at Wilson Vance Elementary School, 610 Bristol Drive, and a 7,303 square foot modular classroom building to be built at Bigelow Hill Elementary School, 300 Hillcrest Avenue.

ADMINISTRATIVE APPROVALS

APPLICATION FOR SITE PLAN REVIEW #SP-09-2021 filed by Findlay Brewing Company, 213 E. Crawford Street, for the construction of an aluminum frame awning to cover their outdoor patio.

ADJOURNMENT

**FINDLAY CITY COUNCIL
CARRY-OVER LEGISLATION
MARCH 2, 2021**

ORDINANCE NO. 2021-009 (*DORA project*) **requires three (3) readings** **third reading**
AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF THE FINDLAY DESIGNATED OUTDOOR REFRESHMENT AREA (D.O.R.A.), MAKING CERTAIN FINDINGS AND DETERMINATIONS, AND ENACTING REGULATIONS TO THAT EFFECT.

ORDINANCE NO. 2021-010 (*benching/mitigation agreement*) **requires three (3) readings** **third reading**
AN ORDINANCE AUTHORIZING THE CITY OF FINDLAY, OHIO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HANCOCK COUNTY COMMISSIONERS. A COPY OF SAID MEMORANDUM OF UNDERSTANDING IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A.

ORDINANCE NO. 2021-011 (*Ra Nik Ltd. agreement*) **requires three (3) readings** **third reading**
AN ORDINANCE AUTHORIZING THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT WITH RA NIK LTD. WHEREBY RA NIK LTD. SHALL DONATE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO SAID PROPERTY AS SET FORTH HEREIN AND ATTACHED HERETO AS EXHIBIT A.

ORDINANCE NO. 2021-012 **requires three (3) readings** **third reading**
(*accept and approve the Amber Waves Development annexation*)
AN ORDINANCE ACCEPTING AND APPROVING AN APPLICATION FOR ANNEXATION OF TERRITORY SITUATED IN THE TOWNSHIP OF MARION, COUNTY OF HANCOCK, STATE OF OHIO, AND BEING A PART OF SECTION 6 SOUTH, T1N, R11E, A TRACT OF LAND CONSISTING OF 8.584 ACRES OF LAND, MORE OR LESS (HEREINAFTER REFERED TO AS THE AMBER WAVES DEVELOPMENT ANNEXATION).

ORDINANCE NO. 2021-013 (*rezone the Amber Waves Development annexation*) **requires three (3) readings** **third reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY ZONING THE FOLLOWING DESCRIBED PROPERTY AS I-1 LIGHT INDUSTRIAL (HEREINAFTER REFERRED TO AS THE AMBER WAVES DEVELOPMENT ANNEXATION).

ORDINANCE NO. 2021-014 (*mobile health unit*) **requires three (3) readings** **third reading**
AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-016 (*extend current contracts for City insurance policies*) **requires three (3) readings** **second reading**
AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF FINDLAY, OHIO TO EXTEND CURRENT CONTRACTS FOR INSURANCE COVERAGE FOR AIRPORT LIABILITY, AUTOMOBILE, BOILER MACHINERY, CONTRACTOR'S EQUIPMENT, CRIME INSURANCE, POLICE PROFESSIONAL LIABILITY, PUBLIC OFFICIAL'S ERRORS AND OMISSION LIABILITY, REAL AND PERSONAL PROPERTY BE EXTENDED UNTIL JULY 2025, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2021-017 (*610 S Blanchard St rezone*) **requires three (3) readings** **second reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 610 SOUTH BLANCHARD STREET REZONE) WHICH PREVIOUSLY WAS ZONED "C1 LOCAL COMMERCIAL DISTRICT" TO R4 DUPLEX/TRIPLEX".

ORDINANCE NO. 2021-018 (*NASPO #MA152*) **requires three (3) readings** **second reading**
AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT WITH VERIZON WIRELESS NASPO #MA152 TO CONTINUE TO PARTICIPATE IN A JOINT COOPERATIVE PURCHASING PROGRAM FOR THE CITY OF FINDLAY'S WIRELESS SERVICES, AND DECLARING AN EMERGENCY.

City of Findlay

Office of the Director of Law

318 Dorney Plaza, Room 310
Findlay, OH 45840
Telephone: 419-429-7338 • Fax: 419-424-7245

Donald J. Rasmussen
Director of Law

MARCH 2, 2021

THE FOLLOWING IS THE NEW LEGISLATION TO BE PRESENTED TO THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO, AT THE TUESDAY, MARCH 2, 2021 MEETING.

RESOLUTIONS

- 006-2021 A RESOLUTION TO APPROVE CHARGING CUSTOMERS A FEE FOR PROCESSING CREDIT/DEBIT CARD PAYMENTS AT ANY OF THE VARIOUS CITY OF FINDLAY OFFICES.
- 007-2021 A RESOLUTION APPROVING THE EXPENDITURES MADE BY THE AUDITORS OFFICE ON THE ATTACHED LIST OF VOUCHERS WHICH EITHER EXCEED THE PURCHASE ORDER OR WERE INCURRED WITHOUT A PURCHASE ORDER EXCEEDING THE STATUTORY LIMIT OF THREE THOUSAND DOLLARS (\$3000.00) ALL IN ACCORDANCE WITH OHIO REVISED CODE 5705.41(D).

ORDINANCES

- 2021-019 AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE FINDLAY CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY.
- 2021-020 AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.
- 2021-021 AN ORDINANCE APPROPRIATING AND TRANSFERRING FUNDS, AND DECLARING AN EMERGENCY.
- 2021-022 AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR AND THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS WHERE REQUIRED AND ENTER INTO A CONTRACT OR CONTRACTS FOR CONSTRUCTION OF VARIOUS PROJECTS IN ACCORDANCE WITH THE 2021 DEPARTMENT EQUIPMENT LIST, APPROPRIATING AND TRANSFERRING FUNDS FOR SAID CAPITAL EXPENDITURES, AND DECLARING AN EMERGENCY.
- 2021-023 AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ENTER INTO ALL REQUIRED AGREEMENTS OR DOCUMENTS IN ORDER TO RECEIVE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS (CRRSA) GRANT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH EMERGENCY TO BE UTILIZED AT THE CITY OF FINDLAY AIRPORT, AND DECLARING AN EMERGENCY.
- 2021-024 AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT, BY AND BETWEEN THE CITY OF FINDLAY AND UTILITY SERVICE CO., INC., APPROPRIATING AND TRANSFERRING FUNDS.

RESOLUTION NO. 006-2021

A RESOLUTION TO APPROVE CHARGING CUSTOMERS A FEE FOR PROCESSING CREDIT/DEBIT CARD PAYMENTS AT ANY OF THE VARIOUS CITY OF FINDLAY OFFICES.

WHEREAS, the City of Findlay currently provides electronic credit/debit card payment services online or via phone to customers and is adding the option of payments at the counter of various offices with the use of electronic card readers, and;

WHEREAS, the City of Findlay is amending an agreement with ACI Payments, Inc. (ACI Worldwide), an entity which provides the means of offering electronic payments to customers, and;

WHEREAS, the City of Findlay shall continue to provide electronic credit/debit card payment options to its customers for a transaction fee no greater than the cost incurred by the City of Findlay per transaction when using any of the provided payment options, and;

WHEREAS, it has been determined that ACI Payments, Inc. (ACI Worldwide) is the electronic payment processor best meeting the needs of the City of Findlay with a proposal to provide electronic payments for a fee per transaction when using the any of the provided payment options made by credit/debit cards;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Findlay, State of Ohio, does hereby authorize said amendment of the agreement be entered into with ACI Payments, Inc. (ACI Worldwide) for the purpose of providing electronic credit/debit card payments using the provided payment options.

SECTION 1: This Resolution shall be in full force and effect from and after the earliest period provided by law.

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

RESOLUTION NO. 007-2021

A RESOLUTION APPROVING THE EXPENDITURES MADE BY THE AUDITORS OFFICE ON THE ATTACHED LIST OF VOUCHERS WHICH EITHER EXCEED THE PURCHASE ORDER OR WERE INCURRED WITHOUT A PURCHASE ORDER EXCEEDING THE STATUTORY LIMIT OF THREE THOUSAND DOLLARS (\$3000.00) ALL IN ACCORDANCE WITH OHIO REVISED CODE 5705.41(D).

WHEREAS, Ohio Revised Code 5705.41(D) provides that if expenditures are incurred by a municipality without a purchase order, within thirty (30) days, the municipality must approve said expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That the expenditures set forth on the attached list identified as "Exhibit A" which are identified by the appropriate voucher on previously appropriated funds be and the same are hereby approved, all in accordance with Ohio Revised Code 5705.41(D)

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

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

VENDOR	VOUCHER	ACCOUNT	DEPARTMENT NAME	AMOUNT	REASON FOR EXPENSE	WHY
TTL ASSOCIATES INC	223746	32884500-551400-28845	ENGINEERING	3,589.50	CONSTRUCTION MATERIALS TESTING	NO PO CREATED

ORDINANCE NO. 2021-019

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT
PAGES TO THE FINDLAY CODIFIED ORDINANCES, AND
DECLARING AN EMERGENCY.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, County of Hancock, State of Ohio, two thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the ordinances of the City of Findlay, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2021 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2: That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

- 331.43 Wearing Earplugs or Earphones Prohibited. (Amended)
- 335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
- 335.091 Operating Without Dealer or Manufacturer License Plates. (Added)

General Offenses Code

- 501.99 Penalties for Misdemeanors. (Amended)
- 505.04 Abandoning Animals. (Amended)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 537.17 Reserved. (Previously "Criminal Child Enticement")

SECTION 3: The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A. Any summary publication of this ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

SECTION 4: That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements; wherefore this ordinance shall take effect and be in force from and immediately after its passage.

PRESIDENT OF COUNCIL

PASSED _____

MAYOR

ATTEST
CLERK OF COUNCIL

APPROVED

ORDINANCE NO. 2021-020

AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the following sums be and the same are hereby appropriated:

FROM:	General Fund	\$ 200.00
TO:	Police Department #21012000-other	\$ 200.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to appropriate funds so that said donation received in memory of Rex Fishbaugh may be utilized by the City of Findlay Police Department,

WHEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

ORDINANCE NO. 2021-021

AN ORDINANCE APPROPRIATING AND TRANSFERRING FUNDS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the following sums be and the same are hereby appropriated and transferred:

FROM:	OPWC Grant	\$ 300,000.00
TO:	Logan Avenue Phase 3 (OPWC) <i>project no. 32894300</i>	\$ 300,000.00
FROM:	Water Fund	\$ 88,200.00
TO:	Logan Avenue Phase 3 (OPWC) <i>project no. 32894300</i>	\$ 300,000.00
FROM:	Sewer Fund – Stormwater Restricted Account	\$ 146,033.00
TO:	Logan Avenue Phase 3 (OPWC) <i>project no. 32894300</i>	\$ 146,033.00
FROM:	CIT Fund – Capital Improvements Restricted Account	\$ 240,000.00
TO:	Logan Avenue Phase 3 (OPWC) <i>project no. 32894300</i>	\$ 240,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to appropriate and transfer said funds so that 2021 resurfacing projects may proceed,

WHEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

ORDINANCE NO. 2021-022

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR AND THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS WHERE REQUIRED AND ENTER INTO A CONTRACT OR CONTRACTS FOR CONSTRUCTION OF VARIOUS PROJECTS IN ACCORDANCE WITH THE 2021 DEPARTMENT EQUIPMENT LIST, APPROPRIATING AND TRANSFERRING FUNDS FOR SAID CAPITAL EXPENDITURES, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Service Director and the Safety Director of the City of Findlay be and he is hereby authorized to advertise for bids where necessary pursuant to law and enter into contracts for construction of various projects as set forth in the capital improvements program for the year 2021.

SECTION 1: That the following sums be and the same are hereby appropriated and transferred:

FROM:	CIT Fund – Capital Improvements Restricted Account	\$ 162,000.00
TO:	Park Maintenance #21034000-other	\$ 45,000.00
TO:	Recreation Functions #21044400-other	\$ 27,000.00
TO:	Streets #22040000-other	\$ 40,000.00
TO:	HVAC Upgrades for Municipal Building #31994700	\$ 50,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to appropriate and transfer said funds so that said projects may proceed expeditiously.

WHEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

ORDINANCE NO. 2021-023

AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ENTER INTO ALL REQUIRED AGREEMENTS OR DOCUMENTS IN ORDER TO RECEIVE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS (CRRSA) GRANT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH EMERGENCY TO BE UTILIZED AT THE CITY OF FINDLAY AIRPORT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Findlay is desirous to receive CRRSA grant funds to be utilized at the City of Findlay Airport to address the COVID-19 public health emergency on the Airport's operational expenses, and;

WHEREAS, said CRRSA grant funds are set aside to help maintain safe and efficient airport operations. The amount of funds available is based on the size of the operation, thus allocating twenty-three thousand dollars (\$23,000.00) to the City of Findlay's Airport.

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor, Service Director, and/or City Engineer of the City of Findlay, Ohio be and they are hereby authorized to enter into all required agreements or documents in order to receive CRRSA grant funds to be utilized at the City of Findlay Airport.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary enter into all agreements or documents in order to receive CRRSA grant funds.

WHEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

ORDINANCE NO. 2021-024

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT, BY AND BETWEEN THE CITY OF FINDLAY AND UTILITY SERVICE CO., INC., APPROPRIATING AND TRANSFERRING FUNDS.

WHEREAS, the Administration desires to combine the previously approved scopes of work for 2020 and 2021 to keep the water meter system project on schedule, additional funding is required.

WHEREAS, the Statement of Work is attached hereto by reference to memorialize the work as presented to the Water and Sewer Committee and further describe the benefits of the new system.

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor of the City of Findlay, Ohio be and she hereby is authorized to enter into a "Master Services Agreement" ("Agreement") with Utility Service Agreement Co., a Georgia Corporation with a principal business address of 535 General Courtney Hodges Boulevard, PO Box 1350, Perry, GA 31069.

SECTION 2: That the term of said Master Services Agreement shall commence on February 11, 2021 ("Effective Date") of said Master Services Agreement, and that said Master Services Agreement shall automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Master Services Agreement. A copy of said Master Services Agreement is attached hereto and incorporated herein as "Exhibit A".

SECTION 3: That the terms and conditions of the "Scope of Work No. 1", to the Master Services Agreement are adopted herein as if same were fully rewritten herein. A copy of said Scope of Work is attached hereto and incorporated herein as "Exhibit B".

SECTION 4: That the following sums be and the same are hereby appropriated and transferred to pay the full amount for calendar year 2021:

FROM:	Water Fund	\$ 183,734.00
FROM:	Sewer Fund	\$ 183,734.00
TO:	Water Meter System Replacement 35783300	\$ 367,468.00

SECTION 5: This Ordinance shall be in full force and effect from and after the earliest period provided by law.

PRESIDENT OF COUNCIL

MAYOR

PASSED _____

ATTEST _____
CLERK OF COUNCIL

APPROVED _____

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between CITY OF FINDLAY with a principal business address of 318 Dorney Plaza, Findlay, OH 45840 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain services ("Services") set forth on each properly executed SOW to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be February 11, 2021 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and

neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform under this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from and to the extent of the Company's negligence while performing the Services hereunder. The Owner's provision of prompt written notice of all third-party claim(s) is a condition precedent to the Company's obligation to indemnify the Owner and its officers and officials for any such claim.

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Contract or any individual SOW is subject to termination by the Owner only if written notice of intent to terminate is received by the Company **ninety (90) days prior to the first day of the upcoming Contract Year**; a "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s). **For illustrative purposes, if a contract is signed by an Owner on June 15, 2019, Contract Year 1 for that contract would be June 1, 2019 to May 31, 2020, and Contract Year 2 for that contract would be June 1, 2020 to May 31, 2021 and so on.**

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new

intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

12. Rules of Construction. In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue to bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

h. Jurisdiction. Any claims or disputes under this agreement are subject to the laws and jurisdiction of the State of Georgia.

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

CITY OF FINDLAY

By: Christina M. Muryn

Title: Mayor

Print Name: Christina M. Muryn

Date: 02/11/2021

COMPANY

UTILITY SERVICE CO., INC.

By: [Signature]

Title: Senior VP, Advanced Solutions LOB

Print Name: Jonathan Cato

Date: February 10, 2021

Notice Address for Each Party:

CITY OF FINDLAY

Attn: City Clerk

318 Dooney Plaza, Rm 310

Findlay, OH 45840

Utility Service Co., Inc.

Attn: Customer Service Department

Post Office Box 1350

535 General Courtney Hodges Boulevard

Perry, Georgia 31069

SCOPE OF WORK NO. 1
 TO THE MASTER SERVICES AGREEMENT BETWEEN
 UTILITY SERVICE CO., INC.
 AND
 CITY OF FINDLAY, OH

METER MAINTENANCE PROGRAM

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 ("SOW1") shall be February 11, 2021.
2. **Term.** This SOW1 shall commence on the Effective Date and shall continue in full force and effect for a period of fifteen (15) years ("Term"), unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Description of Meter Maintenance Program and Company's Obligations.** The Meter Maintenance Program shall consist of two phases: an initial deployment phase and a maintenance phase. This SOW1 and the attached Appendix 1 outlines the Company's responsibility for deployment, commissioning and maintenance of a Meter Maintenance Program. The Company shall provide all labor, equipment, and materials and use proprietary technology and know-how to complete the installation services described herein for the Meter Maintenance Program.

- a. The Company shall supply water meters ("meters"), remote shutoff valves ("valves"), and leak detection sensors ("sensors") at locations throughout Findlay, OH. The meters, valves and sensors supplied will be in the following quantities by size:

Meter Size	Quantity
5/8"	2000
3/4"	500
1"	250
TOTAL	2750

Remote Disconnect Valve Size	Quantity
1/2" or 5/8" or 3/4"	510

Leak Detection Sensors	Quantity
Zonescan Acoustic Sensors	12

The residential and light commercial meters will comply with the following specifications:

- All meters shall meet or exceed the latest version of the American Water Works Association Standard C700 or C710 for positive displacement type meters.
- All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees Fahrenheit.
- The meter serial number shall be stamped on the main case of the meter.

- Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C700 or C710.
- The measuring chamber shall employ a stainless-steel shaft for the drive magnet.
- The measuring chamber drive magnet shall be encapsulated in plastic.
- The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- The measuring chamber shall be locked into place with a chamber retainer.
- All meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
- Meters shall be pressure tested to ensure against leakage.

The commercial meters will comply with the following specifications:

- Shall meet or exceed all requirements of ANSI/AWWA Standard C715 for Cold Water Meters - Electromagnetic and Ultrasonic Type. Each meter assembly shall be performance tested to ensure compliance.
 - The meter main case shall be stainless steel, bronze or epoxy coated ductile iron composition.
 - The meter package shall meet or exceed all requirements of NSF/ANSI Standard 61.
- b. The company will supply 20,818 Single Port Advance Metering Infrastructure (AMI) water modules ("AMI Modules") and 510 Single Port AMI Modules with Remote Disconnect which meet the following specifications:
- The AMI Module shall be capable of receiving meter data from the meters described above.
 - AMI Modules meters/service and other related endpoint devices shall be capable of being configured to communicate with the installed Data Collector Units ("DCUs").
 - The AMI Module shall communicate using licensed 450 MHz band, certified to comply with FCC Part 90 rules.
 - The AMI Module shall be designed and built for installation in outdoor water meter boxes
 - Water endpoint devices shall be housed in a single package design designed for rugged, harsh environments and capable of complete submersion in water without damage.
 - The AMI Module must function accurately and not be damaged over an operating temperature range of -40 deg. C to +70 deg. C.
 - The AMI modules shall be designed to operate in the above conditions and have an estimated battery life of 15 years.
 - Battery life data shall be transmitted alerting of low battery levels for preemptive maintenance.
 - The AMI module shall have the capability to receive and process commands from the host system for all firmware updates to eliminate the need to manually perform the update function at each locale.
 - The AMI Module shall employ actionable reports/alerts, to include:
 - Tamper Alert or Meter disconnected
 - Bad Read -? or - marks
 - Small Leak Detected
 - Large Leak Detected
 - No Flow detected – specific period of time set in the host software

- Reverse Flow / Backflow
 - High Flow Rate Detected – Specifics set in host software
 - Battery Health
- Each AMI module's clock date & time settings shall be updated to match reference date & time that shall be regularly provided to the meter via the Host Software, defined below.
- c. The company will supply and install eleven (11) Data Collector Units (DCU) based on the Propagation Study attached hereto as Exhibit 1 and incorporated herein by reference. The DCU's will comply with the following specifications:

The DCUs will comply with the following specifications:

- The DCUs shall be battery powered with either AC or solar powered battery charger, which communicates in the licensed 450 MHz range with all the AMI modules in its assigned area.
 - The DCUs shall communicate to the Network Control Center (NCC) via a universal wide area network (WAN) connection, such as GSM/GPRS cellular, Ethernet or fiber to allow communication with the Host Software.
 - The DCUs shall collect and aggregate the stored meter data from all the AMI Modules in its zone a minimum of once per day and upload the information to the Host Software a minimum of once per day providing interval reads from each AMI module as programmed.
 - The Host Software shall allow self-diagnosis of any problems associated with the back haul of the communication system and the ability to automatically seek an alternate communication path if initial daily or real-time upload is unsuccessful.
 - The DCU shall have the ability to time synchronize all devices to within 5 seconds once per day and allow daily upload of meter data and system health checks is required.
 - The DCU shall allow remote firmware and software upgrades.
- d. If the number of water meters, AMI Modules or DCU's required to complete the initial deployment phase exceeds the water meter, AMI Module or DCU quantities set forth in Section 3a, 3b or 3c above, the Company will notify the Owner of this change in writing. The Company will supply water meters, AMI Modules, and DCU's at these additional locations, unless the Owner declines the additional water meter, AMI Modules or DCU quantities in writing to Company's Project Manager, prior to start of work. The Owner will have the choice to pay for the additional water meters, AMI Modules, or DCU's separately as a one-time charge or have the Investment Fees and the Maintenance Fees updated to reflect the new cost of service.
- e. The Company will assist the Owner with the preparation of a license application for submittal to the Federal Communications Commission for the issuance of a license which would allow the Owner to operate the AMI system within the utility service territory of the Owner. The Company cannot guarantee the issuance of a license by the Federal Communications Commission, and the Company shall not be liable to the Owner for any damages in the event that the license is not issued; however, if the license is not issued, the Owner shall pay the Company for all Services performed/completed prior to the Federal Communications Commission's decision not to issue the license.

- f. The Company shall provide the Owner with accessibility to a managed hosting service, which will include monitoring services and backup services, installation of security patches and various levels of technical support. The hosted solution shall utilize a secure web-based application.
- g. The Company will provide a hosted software system ("Host Software") with the following capabilities:
 - The Host Software shall act as the central collection point for the data within the system. The server collects data from all of the DCUs and stores the gathered data in a database. Once data is stored and analyzed on the server, the data shall be available for display via a web based graphical interface. Access to the data shall be provided to the Owner by means of a user name and password.
 - The data will be available via a user interface that will allow for analysis as well as bill generation.
 - The Host Software shall manage and archive data for five years, and it can be accessed by Owner's computers and handheld devices remotely via the Internet.
 - Using information from alerts uploaded in the data, the Host Software shall have the ability to generate user specific reports for each status code, configured by the User Interface.
- h. The Company will provide ZoneScan Leak Detection Software.
- i. While this SOW1 is in effect, the Company will establish and maintain communications service between the DCUs and the Host Software.
- j. The Company shall be responsible for supplying and delivering the AMI System components, including training and ensuring the proposed AMI system is operational prior to full deployment. This includes the development of an exporting interface to the Owner's utility billing system and functional testing of the system.
- k. The Company's project manager shall oversee the execution of all aspects of the project and provide regular progress reports to the Owner. In the event that this SOW1 is terminated prior to the full deployment, the Company shall be entitled to reimbursement for the value of the project management services and additional services performed by the Company as well as for equipment purchased prior to termination.
- l. The Company will provide replacement hardware of any component, which fails, except as detailed in Section 8 of this SOW1.

4. Owner's Obligations.

- a. Owner shall be responsible for providing site access to Company and its installation subcontractor for site surveys and installation planning purposes along with any required permits.
- b. Owner shall provide the Company and its subcontractors(s) with access to Owner's public buildings or on water tanks as necessary in order to install DCU's. If the DCUs cannot be located in public buildings or on public water tanks, the Owner shall be responsible for: (i) managing the site acquisition process and securing locations(s) for the installation of DCUs and (ii) any related site acquisition expenses (if applicable). For the avoidance of doubt, the "site acquisition process" shall include, but not be limited to, negotiating and executing agreements for the purchase or rental of real property, including poles, for the installation of DCUs on the site, and "site acquisition expenses" shall include the purchase price and/or rental payments made to acquire or lease the installation site(s) over the Term of the Agreement. The Owner will be responsible for working with the Company and its installation subcontractor to provide access to DCU installation locations,

including any locked or secured areas, or the roofs of any buildings where a DCU is installed. The Owner will supply an escort to these locations should it be required. The Company is responsible for preparing the DCU installation site in order to meet Aclara's DCU installation standards (including pole installation and back haul connectivity.) The Owner will also have the computer hardware to access the ACLARAONE software.

- c. The Owner will provide all of the information and support needed so that the Company can efficiently and effectively implement the AMI system export interface to the Owners billing system.

5. **Software License.** This Section sets forth the terms and conditions of the license for the Host Software ("Software") provided to Owner. Company and its suppliers grant to Owner a limited, nontransferable, non-exclusive and perpetual license to use the Software in object code form on a single central processing unit or computer network owned or leased by Owner or otherwise embedded in equipment provided by Company's supplier, solely in connection with the Owner's business operations. Owner may not modify or change the Software.

No right, title, or license in the Software shall transfer to the Owner, including any of Company supplier's trademarks, copyrights, patents, trade secrets, trademarks or other intellectual property rights embodied therein or used in connection therewith. The Owner is expressly prohibited from sublicensing, selling or otherwise transferring any of the Software. The Owner is required, as soon as practically possible, to notify Company and Company's supplier of any actual or suspected infringement of all or any part of the Software. The Software may be used only for the Owner's own business and the Owner shall not permit any parent, subsidiary, affiliated entity or third party to use the Software. The Owner may make one archival copy of the object code for the Software, provided that the copy shall include the copyright and other proprietary notices found herein.

Company's supplier owns all proprietary rights, including patent, copyright, trade secret, trade name, trademark, service mark, logo, and other proprietary rights, in and to the Software, the training and instructive materials, and any corrections, bug fixes, enhancements, derivative works, updates or other modifications, including custom modifications, of or to the Software and the training and instructive materials related thereto, whether made or created by Company's supplier, Company, the Owner or any third party. Except as expressly agreed by Company's supplier and Company in a signed writing, all rights in and to Company's supplier's intellectual property are expressly retained by Company's supplier. Except as expressly set forth herein, no license or right related to Company's supplier's intellectual property shall be deemed to be granted to Company, the Owner or any third party.

Only Company's supplier or its authorized agents shall have the right to alter, maintain, enhance, customize, or otherwise modify the Software. Company' supplier shall not be responsible for any malfunction, error, or failure of the Software resulting from any alteration, maintenance, enhancement, customization or modification performed by the Owner or any unauthorized third party. The Owner shall not disassemble, decompile, reverse engineer, reverse assemble, reverse compile or make extracts from the Software or create any derivative works or similar methods therefrom or permit others to do so.

Restrictions on Use.

Licensing parameters. The Owner's use of the Software is restricted to these Licensing Parameters. Use of the Software outside the Licensing Parameters is subject to the express written consent of Company and Company's supplier and the payment of all required additional fees.

1. Technology System
 - a. The Owner may not rent the Software or use the Software on a time share basis. This restriction is specifically applicable to any service or service bureau arrangement to which the Owner is, or may be, a party. The Owner shall not directly or indirectly, make the Software available to others.
 - b. If the Owner has a Multi-Utility license, the Owner's use of the Software and training and instruction materials is restricted to (i) the Owner's internal use solely in connection with the Owner's use of Company's Technology System and to (ii) the Owner's use in providing meter reading services to its customer/utilities utilizing Company's Technology System.
 - c. The customer/utilities to which the Owner may provide such services are limited to those that shall be identified as the Attachment A of this SOW1. It is the obligation of the Owner to update such list no less frequently than annually.
2. Alteration. The Owner's use of the Software is limited in that the Owner is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software.
3. Copies
 - a. The Owner's use of the Software is limited in that it may not copy the Software except for:
 - i. Use in the computer equipment of Company or Owner in which the Software is loaded and such additional equipment as Company and Owner may from time to time designate in writing;
 - ii. Back up purposes; and
 - iii. Archival purposes.
 - b. All such copies shall include any copyright notices appearing in the Software.
 - c. The Owner shall have the right to copy and modify the Software training and instruction materials to coordinate these materials with the Owner's own internal training and working procedures. Company and Company's suppliers shall have no liability or obligation to the Owner with respect to any modified training and instruction materials, and any additional costs incurred by Company or Company's supplier in the integration of maintenance changes caused by such modifications shall be reimbursed to Company by the Owner.
4. Compliance with Laws. The Owner's use of the Software is limited in that it must use the Software and the training and instruction materials in accordance with all applicable laws and regulations of the United States and the Federative Republic of Brazil.
5. Used on Designated Equipment. The Owner's use of the Software is restricted to use on the Designated Equipment, defined as the computer equipment of Company or Owner in which the Software is loaded and such additional

equipment as Company and Owner may from time to time designate in writing. Should the Owner desire to transfer the operation of the Software to a computer other than the Designated Equipment, the Owner shall notify Company and Company's supplier upon such transfer. Such computer must meet the required specifications of the Designated Equipment. Under no circumstance may the Software be used for production purposes on other than the Designated Equipment.

6. Temporary Use. Without notice to Company or Company's supplier, the Owner may temporarily transfer the operation of the Software to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventative maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back up computer is completed.

IN NO EVENT WILL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Company's or its suppliers' liability to Owner, whether in contract, tort (including negligence), or otherwise, exceed the price Owner paid.

This License is effective until this SOW1 is terminated as set forth in Section 9 of the Master Service Agreement. Additionally, Company may terminate this License immediately upon notice to Owner. This License will terminate immediately without notice from Company if Owner fails to comply with any provision of this SOW1, to include nonpayment or violation of the terms of use in effect from time-to-time during the term of this SOW1. Upon termination of this License, Owner must return or destroy all copies of Software.

This License shall be governed by and construed in accordance with the laws of the State of Georgia. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

6. **Investment Fees and Payment Terms for Investment Fees.** The five (5) Investment Fees ("Investment Fees") shall be payable to the Company in the amounts listed in the Project Milestone table below:

	Project Milestone	Investment Fees	
Year	Milestone	Amount	Total
2021	Milestone I	\$ 1,267,468.00	\$ 1,267,468.00
2022	Milestone II	\$ 780,936.00	\$ 2,048,404.00
2023	Milestone III	\$ 804,365.00	\$ 2,852,769.00
2024	Milestone IV	\$ 828,496.00	\$ 3,681,265.00
2025	Milestone V	\$ 853,350.00	\$ 4,534,615.00

Project Milestone	Description	Equipment with (Quantity)
Milestone I	Installation of AMI Network, AclaraOne, Work Order Management, Integration to Billing and Supply of Endpoints, Remote Disconnect Valves with Water Meters and Wireless Field Programming Coil	Data Collectors (11); AclaraONE (1) Integration to Billing (1) Aclara Single Port AMI Module (4318) Aclara Single Port AMI Module with Remote Disconnect (110) Remote Disconnect Valve with Water Meter (110) Wireless Field Programming Coil (8) 5/8" Water Meters (400); 3/4" Water Meters (100); 1" Water Meters (50)
Milestone II	Supply of Endpoints, Water Meters and Remote Disconnect Valves with Water Meters	Aclara Single Port AMI Module (4100) Aclara Single Port AMI Module with Remote Disconnect (100) 5/8" Water Meters (400) 3/4" Water Meters (100) 1" Water Meters (50) Remote Disconnect Valve with Water Meter (100)
Milestone III	Supply of Endpoints, Water Meters and Remote Disconnect Valves with Water Meters	Aclara Single Port AMI Module (4100) Aclara Single Port AMI Module with Remote Disconnect (100) 5/8" Water Meters (400) 3/4" Water Meters (100) 1" Water Meters (50) Remote Disconnect Valve with Water Meter (100)
Milestone IV	Supply of Endpoints, Water Meters and Remote Disconnect Valves with Water Meters	Aclara Single Port AMI Module (4100) Aclara Single Port AMI Module with Remote Disconnect (100) 5/8" Water Meters (400)

		3/4" Water Meters (100)
		1" Water Meters (50)
		Remote Disconnect Valve with Water Meter (100)
		Aclara Single Port AMI Module (4100)
		Aclara Single Port AMI Module with Remote Disconnect (100)
Milestone V	Supply of Endpoints, Water Meters and Remote Disconnect Valves with Water Meters	5/8" Water Meters (400)
		3/4" Water Meters (100)
		1" Water Meters (50)
		3/4" Remote Disconnect Valve with Water Meter (100)

The Investment Fees are exclusive of, and Owner is solely responsible for, and shall pay, and shall hold the Company harmless from, all taxes of every description, including, but not limited to, sales and use taxes. As for payment terms for the Investment Fees, the Company shall be entitled to invoice the Owner on a quarterly basis for equipment delivered to the Owner and for services completed by the Company during that quarter. However, the Company's failure to submit a quarterly invoice shall not be a waiver of payment for the provision of the equipment and services in that quarter. In such an event, the Company shall be entitled to invoice the Owner for the equipment and services provided in a subsequent quarterly invoice. Quarterly progress payments shall be made by the Owner on or before the twentieth (20th) day following the Owner's receipt of the Company's quarterly invoice. The Company agrees that title to the equipment delivered to the Owner shall vest in the Owner upon receipt of the corresponding quarterly progress payment, but the risk of loss of or damage to the equipment will pass from the Company to the Owner immediately upon delivery of the equipment to the Owner. The Investment Fees shall be adjusted to reflect any additional cost for the provision of services or equipment incurred pursuant to Section 3.d. above. The fee adjustments shall be documented in the form of an amendment to this SOW1. *Furthermore, if the Owner elects to terminate this SOW1 prior to remitting the first five (5) Investment Fees, then the unpaid balance of the five (5) Investment Fees shall be due and payable within thirty (30) days of the termination.* The Owner shall only be billed for the equipment ordered and delivered in a given calendar quarter. Notwithstanding any other provision herein, the Owner can, by sending prior written notice to the Company, delay or shift the ordering of an aggregative of up to fifteen percent (15%) of the quantity of the equipment to be delivered in a specific Milestone to the Milestone that immediately follows such Milestone, so long as all equipment to be delivered in Milestones I through V is delivered and invoiced for prior to the end of calendar year 2025. For example, if the Owner delays the delivery 15% of the equipment required in Milestone I to Milestone II and thereafter continues to delay the delivery of 15% of the equipment through Milestone IV, the Owner must agree to have that 15% of equipment plus the required quantity of equipment scheduled for Milestone V to be delivered and paid for in Milestone V.

7. Maintenance Fees and Payment Terms for Maintenance Fees.

a. The annual maintenance fees ("Maintenance Fees") shall be payable, in addition to the Investment Fees described above, each Contract Year during the Term of this SOW1. The Maintenance Fee for Contract Year 1 shall be **\$125,000.00**; however, at each anniversary date, the annual Maintenance Fee shall be adjusted to reflect the current cost of service. The adjustment of the annual Maintenance Fee shall be limited to a maximum of 5% per annum. The Maintenance Fees are exclusive of, and Owner is solely responsible for, and shall pay, and shall hold the Company harmless from, all taxes of every description, including, but not limited to, sales and use taxes

b. Adjustment to Maintenance Fees: The Maintenance Fees shall be adjusted to reflect any additional cost of services incurred pursuant to Section 3.c. above. The fee adjustments shall be documented in the form of an amendment to this SOW1.

c. The Maintenance Fee for Contract Year 1, plus all applicable taxes, shall be due and payable 12 months from the signing of this SOW1. Each subsequent Maintenance Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.

8. Limited Warranty on Equipment. ALL NEW EQUIPMENT (EXCEPT REMOTE DISCONNECT VALVES, AND LEAK DETECTION SENSORS) SUPPLIED BY THE COMPANY IS WARRANTED TO BE FREE FROM MATERIAL DEFECTS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR DURATION OF THIS SOW1. THE COMPANY'S OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT THE COMPANY'S OPTION, ANY PART OR NEW EQUIPMENT FOUND TO THE COMPANY'S SATISFACTION TO BE SO DEFECTIVE. THIS LIMITED WARRANTY DOES NOT COVER LABOR FOR ON-SITE REPAIR, REMOVAL, INSTALLATION, RE-INSTALLATION, OR REPLACEMENT OF EQUIPMENT, WHICH INCLUDES, BUT IS NOT LIMITED TO: WATER METERS, AMI MODULES, LEAK DETECTION SENSORS AND/OR REMOTE DISCONNECT VALVES.

DAMAGE RESULTING FROM MISUSE, ACCIDENT, NEGLIGENCE, ABUSE, ALTERATION, AND VANDALISM OR FROM IMPROPER OPERATION, MAINTENANCE, ALIGNMENT, MODIFICATION, OR ADJUSTMENT IS HEREBY EXPRESSLY EXCLUDED FROM THIS WARRANTY.

THE COMPANY'S LIABILITY FOR BREACH OF THESE WARRANTIES (OR FOR BREACH OF ANY OTHER WARRANTIES FOUND BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN GIVEN BY THE COMPANY) SHALL BE LIMITED TO: (A) ACCEPTING RETURN OF SUCH EQUIPMENT AND (B) REFUNDING ANY AMOUNT PAID THEREON BY THE OWNER (LESS DEPRECIATION AT THE RATE OF 15% PER YEAR IF THE OWNER HAS USED SUCH EQUIPMENT FOR MORE THAN THIRTY (30) DAYS), AND (C) IN THE CASE OF SERVICE, AT THE COMPANY'S OPTION, RE-PERFORMING THE SERVICE, OR REFUNDING THE AMOUNT OF THE SERVICE OR PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY WHETHER A CLAIM IS BASED UPON NEGLIGENCE, BREACH

OF WARRANTY, BREACH OF CONTRACT, OR ANY OTHER THEORY OR CAUSE OF ACTION. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT AND/OR REVENUE. FOR PURPOSES OF THIS SECTION, THE EQUIPMENT WARRANTED SHALL NOT INCLUDE EQUIPMENT, PARTS, AND WORK NOT MANUFACTURED OR PERFORMED BY THE COMPANY. WITH RESPECT TO SUCH EQUIPMENT, PARTS, OR WORK, THE COMPANY'S ONLY OBLIGATION SHALL BE TO ASSIGN TO THE OWNER THE WARRANTIES PROVIDED TO THE COMPANY BY THE MANUFACTURER OR SUPPLIER, IF ANY, PROVIDING SUCH EQUIPMENT, PARTS OR WORK. NO EQUIPMENT FURNISHED BY THE COMPANY SHALL BE DEEMED TO BE DEFECTIVE BY REASON OF NORMAL WEAR AND TEAR, OWNER'S FAILURE TO PROPERLY STORE, INSTALL, OPERATE, OR MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES OR SPECIFIC RECOMMENDATIONS OF THE COMPANY, OR OWNER'S FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION TO THE COMPANY CONCERNING THE OPERATIONAL APPLICATION OF THE EQUIPMENT.

9. **Liability Limit.** Notwithstanding any contrary provision(s) contained in the MSA and this SOW1, the liability limit of the Company, its affiliates, agents, and employees under the MSA and this SOW1, whether based in contract, warranty, tort (including negligence), strict liability or otherwise shall not exceed in the aggregate a sum equal to one hundred percent (100%) of the total of all Maintenance Fees paid by the Owner to the Company over the 15-year term of this SOW1.

10. **Exclusions from Agreement.** This Agreement and its SOW do NOT include the cost for and/or liability on the part of the Company for: (1) interruptions to the Owner's service or system implications or malfunctions related to the Owner's carrier discontinuing support for or use of its 2G network; (2) the installation of water meters and MTUs sold under this SOW1; (3) the provision of repairs or modifications to water meters and MTUs sold under this SOW1; (4) any modifications needed or required for the Owner's billing system for any reason or at any time during the Term; (5) any claims, actions, or suits expressly excluded from the limited warranty in Section 8 above; and (6) the performance of any field work or provision of any labor or tools necessary for the repair, replacement, installation, and/or re-installation of equipment.

SIGNATURE PAGE TO FOLLOW.

The Parties hereby execute this SOW1 by their duly authorized representatives as of the date(s) set forth herein below.

OWNER

COMPANY

City of Findlay

Utility Service Co., Inc.

By: Christina M. Muryn
Title: Mayor

By: [Signature]
Title: Senior VP, Advanced Solutions LOB

Print Name: Christina M. Muryn

Print Name: Jonathan Cato

Date: 02/11/2021

Date: February 10, 2021

APPENDIX 1

As a guide to help the Owner and the Owner's Council appreciate the value of the warranty that is included in the products, (hardware and software, including MTU's/endpoints), services, and support the Company is providing over the next fifteen (15) years, the Company presents the following value added benefits:

- 1) **Risk and Responsibility:** Under the program, the Company will be managing the risk and responsibility for the warranty of the Owner's AMI system, AMI software and the equipment Company supplies for fifteen (15) years.
- 2) **Visio Center and Service Center:** The Company's service center, in collaboration with the Company's Visio Center, will be monitoring daily the health of Owner's AMI system, MTU's/endpoints and water meters supplied with support through the Company's Work Order Management System to the Owner.
- 3) **Fifteen (15) Year Warranty (No Proration):** Endpoints and Meters supplied under the Company's program are warrantied for a full (15) years – no prorated term.
- 4) **Technology:** Currently the Badger Meter AMI technology in use by the Owner is obsolete. The 2G T-Mobile backhaul is no longer supported and maintained. Under the Company's program, we will support and maintain the AMI technology for fifteen (15) years.
- 5) **Project Management:** The Company will be supporting the Owner on-site through all the milestones to assist with the coordination of the installation, training and deployment of the AMI endpoints to keep the project timeline. The Company's obligation is limited to a good faith effort to assist the Owner with project management; however, nothing herein shall be construed as the Company providing a guarantee that the project will be completed on schedule.
- 6) **Escalation Protection:** All hardware (water meters, endpoints, Data Collectors) are subject to a 5% escalation increase annually. Under our program, the Owner is protected through all of the milestones.
- 7) **Installation Contingency Plan:** The Company is anticipating the project will need to be expedited over the life of the contract to ensure accurate meter readings can be used for billing. Once the project is underway, the Company will begin developing a contingency plan with the Owner to accelerate the Aclara network deployment. The Company's efforts to develop a contingency plan with the Owner will be included in the cost of this SOW1; however, the Company will be entitled to negotiate a mutually agreeable scope of work and fee for its role in the deployment of the contingency plan.

EXHIBIT A PROPAGATION STUDY

Friday, 2/14/2013 1:04 PM (log out) (help) (print) (refresh) (reload)

DCU Count		
DCU Type	DCU Count	DCU %
DCU A	1	100%
DCU B	0	0%
DCU C	0	0%
DCU D	0	0%
DCU E	0	0%
DCU F	0	0%
DCU G	0	0%
DCU H	0	0%
DCU I	0	0%
DCU J	0	0%
DCU K	0	0%
DCU L	0	0%
DCU M	0	0%
DCU N	0	0%
DCU O	0	0%
DCU P	0	0%
DCU Q	0	0%
DCU R	0	0%
DCU S	0	0%
DCU T	0	0%
DCU U	0	0%
DCU V	0	0%
DCU W	0	0%
DCU X	0	0%
DCU Y	0	0%
DCU Z	0	0%

Proposed Coverage		
Proposed Coverage	DCU Count	DCU %
Proposed Coverage A	1	100%
Proposed Coverage B	0	0%
Proposed Coverage C	0	0%
Proposed Coverage D	0	0%
Proposed Coverage E	0	0%
Proposed Coverage F	0	0%
Proposed Coverage G	0	0%
Proposed Coverage H	0	0%
Proposed Coverage I	0	0%
Proposed Coverage J	0	0%
Proposed Coverage K	0	0%
Proposed Coverage L	0	0%
Proposed Coverage M	0	0%
Proposed Coverage N	0	0%
Proposed Coverage O	0	0%
Proposed Coverage P	0	0%
Proposed Coverage Q	0	0%
Proposed Coverage R	0	0%
Proposed Coverage S	0	0%
Proposed Coverage T	0	0%
Proposed Coverage U	0	0%
Proposed Coverage V	0	0%
Proposed Coverage W	0	0%
Proposed Coverage X	0	0%
Proposed Coverage Y	0	0%
Proposed Coverage Z	0	0%

Customer Data			
DCU Type	Proposed	Existing	Total
DCU A	1	0	1
DCU B	0	0	0
DCU C	0	0	0
DCU D	0	0	0
DCU E	0	0	0
DCU F	0	0	0
DCU G	0	0	0
DCU H	0	0	0
DCU I	0	0	0
DCU J	0	0	0
DCU K	0	0	0
DCU L	0	0	0
DCU M	0	0	0
DCU N	0	0	0
DCU O	0	0	0
DCU P	0	0	0
DCU Q	0	0	0
DCU R	0	0	0
DCU S	0	0	0
DCU T	0	0	0
DCU U	0	0	0
DCU V	0	0	0
DCU W	0	0	0
DCU X	0	0	0
DCU Y	0	0	0
DCU Z	0	0	0

Service Territory	
DCU Type	Count
DCU A	1
DCU B	0
DCU C	0
DCU D	0
DCU E	0
DCU F	0
DCU G	0
DCU H	0
DCU I	0
DCU J	0
DCU K	0
DCU L	0
DCU M	0
DCU N	0
DCU O	0
DCU P	0
DCU Q	0
DCU R	0
DCU S	0
DCU T	0
DCU U	0
DCU V	0
DCU W	0
DCU X	0
DCU Y	0
DCU Z	0

