

## FINDLAY CITY COUNCIL MEETING AGENDA

REGULAR SESSION

AUGUST 1, 2023

COUNCIL CHAMBERS

**ROLL CALL of 2022-2023 Councilmembers**

**PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE**

**ACCEPTANCE/CHANGES TO PREVIOUS PUBLIC HEARING MINUTES/CITY COUNCIL MINUTES:**

- Acceptance or changes to the July 18, 2023 Public Hearing meeting minutes for the FY24 Estimated Revenues.
- Acceptance or changes to the July 18, 2023 Regular Session City Council meeting minutes.

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

**PROCLAMATION:** none

**RECOGNITION/RETIREMENT RESOLUTIONS:** none

**PETITIONS:**

**Zoning amendment request –200 West Lincoln Street**

Findlay City Schools would like to change the zoning of 200 West Lincoln Street to R3 Small Lot Residential. It is currently zoned C3 Downtown Commercial. Needs to be referred to City Planning Commission and Planning & Zoning Committee.

**ORAL COMMUNICATIONS:** none

**WRITTEN COMMUNICATIONS:**

**Email from Willard Camm – unjustified water billing**

**Email from Mike K. – street parking inquiry**

**Email and petition of signatures from Deb Pregibon – 0 West McPherson Avenue (parcel no. 60000302210) via Ordinance No. 2023-064**

**Email from Cathy Weygandt – new park**

**REPORTS OF MUNICIPAL OFFICERS AND MUNICIPAL DEPARTMENTS:**

**Findlay Municipal Court Activities Report – June 2023.**

**Board of Zoning Appeals minutes – June 8, 2023**

**Mayor Muryn – Norfolk Southern Railroad project**

One of the five (5) primary flood mitigation projects that has been identified is the replacement and updated design of the Norfolk Southern Railroad Bridge which crosses the Blanchard River just west of South Cory Street. In anticipation of this project beginning construction in 2024, the City of Findlay has been working with the Maumee Watershed Conservancy District, Hancock County Commissioners and Norfolk Southern to finalize designs, construction plans, and necessary legal documents. One step that is necessary for this project to move forward is a laydown agreement between the City and the Maumee Watershed Conservancy District for during construction. This agreement will then be an appendix to the construction agreement executed between the Maumee Watershed Conservancy District and Norfolk Southern. Legislation authorizing the Mayor to enter into the attached Memorandum of Agreement (MOA) is requested. The laydown area is highlighted in yellow on the schematic. Ordinance No. 2023-073 was created.

**Mayor Muryn – Carlin property opportunity**

Mayor Muryn is requesting a COMMITTEE OF THE WHOLE meeting to discuss a potential opportunity related to the property owned by the City of Findlay between Carlin Street and Interstate 75. The City of Findlay owns approximately twenty-six (26) acres (parcels #: 610000051400 and 210001029225) that is typically bid out for farming and generates approximately four thousand five hundred (\$4,500) annually through the farm lease. The property purchased in 2008 for one hundred fifty thousand dollars (\$150,000) was bought with the idea to place the Public Works Department shop on the property, but it was recommended not to do so given the lack of a central location which is critical for the City's Public Works teams' execution of their daily activities. The Administration has discussed this property and does not see it as a viable location for other City operations. Mayor Muryn has been approached by representatives of Habitat for Humanity of Findlay/Hancock County who are interested in this property for a development of "Hope Springs" a Habitat subdivision which would be built over the next ten (10) years providing nearly seventy (70) homes. Mayor Muryn would like to invite representatives from Habitat for Humanity to discuss the project in more detail at an upcoming COMMITTEE OF THE WHOLE meeting and discuss the possibility of the City of Findlay providing the land via the Blanchard Valley Port Authority. Additionally, there is an opportunity for the City of Findlay to focus some of the Ohio Public Works Commission (OPWC) and other qualifying infrastructure grant dollars toward the build out of the infrastructure necessary for this development. Attached is additional information provided by Habitat for Humanity of Findlay/Hancock County. A COMMITTEE OF THE WHOLE meeting is requested for the evening of either August 9<sup>th</sup> or 10<sup>th</sup> to discuss further.

**City Engineer Kalb – Fire STRICT facility, project no. 31994900**

The Findlay Fire Department received a fifteen thousand dollar (\$15,000) donation from the Findlay Kiwanis Club earlier this year to go towards the Search House in the new STRICT Center. The donated funds will be going towards the building materials that will be needed to construct a simulated Search House inside the new STRICT Center. The Search House is planned to be constructed in late fall after the STRICT Center is completed and final punchlist are performed. Legislation to appropriate and transfer funds is requested. Ordinance no. 2023-074 was created.

FROM:	General Fund (various contributions and donations)	\$ 15,000.00
TO:	Fire STRICT Facility, <i>Project No. 31994900</i>	\$ 15,000.00

**COMMITTEE REPORTS:**

The **STRATEGIC PLANNING COMMITTEE** met on July 18, 2023 to continue discussing the Strategic Planning process.  
*We recommend to send the final draft of the strategic plan to Council for approval.*

The **WATER AND SEWER COMMITTEE** met on July 26, 2023 to discuss water billing adjustments.  
*We recommend the Water Department offer a payment plan of up to twenty-four (24) months for excessively high bills due to water transmitter project. Also, any accounts with a five hundred percent (500%) variance from the previous to most recent bill is eligible for up to seventy-five percent (75%) of lost water cost to be waived.*

The **APPROPRIATIONS COMMITTEE** to whom was referred a request to discuss the Water Department truck purchase.  
*We recommend to Council to acknowledge that in Ordinance No. 2023-069, there will be an additional service bed from a different vendor added to the truck and purchase.*

**LEGISLATION:**

**RESOLUTIONS:**

**RESOLUTION NO. 016-2023** (*Phase 2 Benching Project – environmental work - testing*) **requires three (3) readings** **second reading**  
A RESOLUTION TRANSFERRING FUNDS WITHIN APPROPRIATED FUNDS, AND DECLARING AN EMERGENCY.

**RESOLUTION NO. 018-2023** (*adoption and implementation of Strategic Plan*) **requires one (1) reading** **first reading**  
A RESOLUTION ADOPTING AND IMPLEMENTING THE CITY OF FINDLAY, OHIO STRATEGIC PLAN FRAMEWORK, FINDLAY FORWARD.

**ORDINANCES:**

**ORDINANCE NO. 2023-043** (*Phase 2 benching project*) **requires three (3) readings** **tabled after third reading on 5/16/23**  
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ACCEPT PERMANENT OWNERSHIP OF PROPERTIES IN ORDER FOR THE BOARD OF COMMISSIONERS OF HANCOCK COUNTY, OHIO, TO TRANSFER THE PARCELS LISTED ON THE ATTACHED EXHIBIT TO THE CITY OF FINDLAY, OHIO AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-063** (*219 Hurd Ave rezone*) **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 REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 219 HURD AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "I-1 LIGHT INDUSTRIAL" TO "R-3 SMALL LOT RESIDENTIAL".

**ORDINANCE NO. 2023-064** (*0 W McPherson Ave rezone*) **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 REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 0 WEST MCPHERSON AVENUE, PARCEL NO. 600000302210 REZONE) WHICH PREVIOUSLY WAS ZONED "O1 OFFICES/INSTITUTIONS" TO "M2 MULTI-FAMILY, HIGH DENSITY".

**ORDINANCE NO. 2023-065** (*ARPA Fund third appropriation of 2023*) **requires three (3) readings** **third reading**  
AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE CONSTRUCTION OF VARIOUS PROJECTS LISTED BELOW, APPROPRIATING AND TRANSFERRING FUNDS THERETO, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-068** (*annual bids and contracts*) **requires three (3) readings** **third reading**  
AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS, WITH OPTION YEARS, FOR THE PURCHASE OF THE MATERIALS, CHEMICALS, AND SERVICE AGREEMENTS NEEDED BY THE VARIOUS DEPARTMENTS OF THE CITY OF FINDLAY, OHIO COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-071** (*Downtown Recreation Area – design & engineering*) **requires three (3) readings** **second reading**  
AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ENTER INTO A CONTRACT WITH STRAND & ASSOCIATES, INC. TO PROVIDE DESIGN AND ENGINEERING SERVICES OF THE DOWNTOWN RECREATION AREA PHASE II BENCHING OF THE BLANCHARD RIVER, PROJECT NO. 31913700, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-072** (*FCS storage unit MOU*) **requires three (3) readings**

***second reading***

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING GRANTING THE CITY OF FINDLAY PERMISSION TO STORE VARIOUS CITY EQUIPMENT IN THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION'S VACANT BUILDING LOCATED AT 0 BLANCHARD AVENUE (PARCEL NO. 610001017675) AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-073** (*Norfolk Southern Railroad project*) **requires three (3) readings**

***first reading***

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT AS SET FORTH IN THE MEMORANDUM OF AGREEMENT ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-074** (*Fire STRICT facility donation*) **requires three (3) readings**

***first reading***

AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

**UNFINISHED BUSINESS:**

***OLD BUSINESS***

***NEW BUSINESS***

RECEIVED  
JUL 21 2023  
MAYOR'S OFFICE

**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:

ADDRESS 200 W. Lincoln St. SUBDIVISION \_\_\_\_\_

LOT No.(s) (600000924800 (parcel #) including inlets 271, 272, 273, + 274

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:

**SIGNATURE                  SUBDIVISION                  LOT NO.                  STREET FRONTAGE**

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**IF NOT LOCATED IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION**

EXISTING USE Institutional, Vacant

PRESENT ZONING DISTRICT Small Lot Residential, R-3

PROPOSED ZONING DISTRICT Downtown Commercial, C-3

**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 Findlay City Schools

Name of Contact Person if other than owner \_\_\_\_\_  
(A letter granting person to act on Owner's behalf must accompany application if not signed by Owner)

Mailing Address 1100 Broad Avenue

Phone No. (Home) \_\_\_\_\_ (Business) 419-425-8237

Email: \_\_\_\_\_

7-17-2023  
Date

Jan Li  
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. \_\_\_\_\_

## Denise Devore

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**From:** wcammm@twc.com  
**Sent:** Monday, July 17, 2023 1:04 PM  
**To:** City Council - All  
**Subject:** [EXTERNAL]Unjustified Water Billing

Security Checkpoint: External Email! Do not click on links or open attachments unless you trust the source and know the content is safe.

As I am unable to attend the Findlay City Council Meeting tomorrow on 7/18/2023, please see that this email is inserted into the minutes.

Instead of a "much longer and detailed letter" that is already written and ready to send - today- I am going to transmit to City Council a much more restrained letter - retaining the more detailed letter for another time of my choosing.

Note: City of Findlay Employees has inflicted "several" instances of abuse & discrimination on this senior citizen over the past several years that I will later disclose.

It is clear to me that the City of Findlay frequently uses coercion and abuse as a tool to get their way. I would not doubt that this water bill is retribution also.

As per my posting on Facebook on 7/3/2023:

Today we got a water usage bill from Findlay where our usage of 7 units went from an average of @\$78 for every 2 months

To a usage of 181 units costing @\$855....

No way .. No Leaks...

Anybody else have/had problems???

**\*\*Updated Post ( below ) 7/17/2023\*\***

Sorry to say that each council member & especially the mayor should be voted out asap as they did not put the interests of the citizenry above their own.

From what I understand of the problem, my meter has never changed but the transmitter that sends usage data to the City Office has.

Talk is cheap but the city should have hired meter readers to actually assure the facts - with manual meter readings - as is the standard nationwide; Citizens thought that their billings were accurate and had no reason to think otherwise; If they had known of any problem - 95% would have taken action to correct it.

Now 18-24 months later - People get a wake-up call of an outrageous bill that could strip their checking accounts & harm their households if automatically paid.

Instead of being truly compassionate, the City of Findlay has profited by not hiring temporary extra help to read the meters until the problem was solved; Instead they used their manpower to replace transmitters..

A blind man could have seen that 2g technology was being replaced by 4g & 5g technology worldwide; People: This is Plainly incompetence coupled with negligence overshadowed with attempted cover-up and tactics that harm the vulnerable so that everyday life can continue for those who are on the payroll of the people.

At the least, the City of Findlay should hire a 3rd Party Investigation. At least, the City of Findlay should take responsibility for 50% of the actual monetary losses - because they caused this mess regardless of the outcome. Instead, they assume that those affected will or cannot fight back and all will be swept under the rug.  
My Question: Does Findlay really want to be known nationwide for this assault on their citizenry and loss of tax-base due to people leaving or does Findlay desire to be known for being rated top micropolitan city in the country.  
As for us senior citizens - we are already overtaxed in this city that cannot reign in its spending; probably time to live in a better place that respects decency.

Seems to me that our elected politicians would rather pay outrageous legal fees to force these actions than to use monies to dampen the harm to the people they represent.

This is a 1st in a lifetime situation for anything such as this for most of the affected people.  
Never ever happened before & now surprise; pay-up or face coercion.

\* Facebook Posting Ended.\*

Conclusion:

It is hoped that this letter brings remorse to the City of Findlay for their actions that caused the situations.  
As Newton's 3rd law of motion states - that for every action (force) in nature there is an equal and opposite reaction; you can be assured that people only desire peace but will push back - as allowed under the law - to assure justice.

I am not as a "Reed that Blows in the Wind"...There is nothing more contemptible to me than being lied to, cheated, or seeing innocent people abused by those in positions of power.

W. Camm



## Denise Devore

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**From:** Mike K. <kopatoptop@yahoo.com>  
**Sent:** Thursday, July 20, 2023 7:54 AM  
**To:** City Council - All  
**Subject:** [EXTERNAL]Street parking inquiry

Security Checkpoint: External Email! Do not click on links or open attachments unless you trust the source and know the content is safe.

Hello, I live at 229 Locust St., and I have an inquiry about my neighbor's vehicles parked on the street in front of my house. Their location is 224 Locust St. They currently have two trucks parked on the street across from their house, in front of my house. They appear to be renting their home to other tenants, and a third truck is parked on the street after daily work hours, while two additional vehicles are often in their driveway. In addition, they recently started parking a motorcycle between the first two trucks, sideways. One of the trucks (red one, see attachments) has been parked in the same part of the street for over six months, and the licence plate appears to have expired in March and not renewed. It is becoming a frustration, as I find my options limited for parking in front of my house, and the trucks and motorcycle restrict my options for placing my trash bin at the street for pickup. As it is, I already have to put the trash bin in the parking section of the street, because Rumpke can't easily collect the trash otherwise. I would appreciate any help and investigation in this matter. Thank you for your time. -Mike



## Denise Devore

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**From:** Deborah Pregibon <dmpregibon@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:47 PM  
**To:** Clerk of Council  
**Subject:** [EXTERNAL]Email

Security Checkpoint: External Email! Do not click on links or open attachments unless you trust the source and know the content is safe.

Denise,

I am so sorry! For some reason, the attachment went to you, which you already have, but not the body of the email. I am having real problems today. I apologize for the inconvenience!

Have a great day,  
Deb Pregibon

Attached, please find a copy of petitions urging City Council to vote no on the proposed McPherson rezoning. The petitions include 171 signatures from individuals who reside in the Donnell neighborhood, or 98.8% of those individuals we spoke with. The originals were submitted on July 25.

The issue is whether to move an existing multi-family high density structure from its current location to a historic low density neighborhood. The physical characteristics of this multi-family structure are not aesthetically appealing. Also, this motel-style building does not blend into the landscape of the neighborhood, thus, making it completely unsuitable. Moreover, the planning commission summary does not contain a thorough analysis sufficient to determine the impacts on the environment or the positive or adverse affects to the surrounding properties. I have asked if there are any additional materials relating to the commission's decision and have received nothing to date.

In addition to the rezoning request, subsequent variances are being sought, making this bad situation even worse. The applicant wants to add a 3rd story and 24 units instead of 2 stories and 16 units that are allowed under current regulations. Notably, the applicant seeks a nearly 25% reduction in the required number of parking spaces going from 53 to 41. This request is based on the applicant's "idea" that one bedroom apartment tenants will only have 1 car. Surprisingly, the City Planning Commission somehow accepted this highly speculative assertion, thereby failing to ensure there are sufficient parking spaces to avoid congestion and any ensuing safety hazards in the surrounding area. This raises the question why zoning regulations even exist. How can zoning be changed without a compelling reason to justify moving a multi-family high density structure to a residential, low density district instead of moving it to the area already zoned for that purpose?

In any event, the decision to rezone appears to have been made in utter disregard of the wishes of the Donnell residents or the long standing physical character of the neighborhood in which they have resided for decades. There is a perception that these proceedings are simply a formality to pacify the demands of some special interest group at the expense of our neighborhood.

# Petition to Prevent High-Density Housing on West McPherson Avenue

<b>Petition Summary</b>	The proposed high-density multi-family housing unit on West McPherson Avenue will have negative effects, including increased traffic, increased population, and loss of property values, on the Donnell neighborhood.
<b>Action Petitioned for</b>	We, the undersigned, urge our city leaders to deny the approval of the construction of a high-density multi-family housing unit on West McPherson Avenue.

Name	Signature	Address
Brendo Marshall		1501 MISTY OAKS FINDLAY, OH
Alvin D. Marshall	ALVIN D. MARSHALL	1501 MISTY OAKS, Findlay, Oh
Wally Surt	Wally Surt	510 E. Lime St. Findlay, OH
Destinee Schaeperbetter	Destinee Schaeperbetter	1514 Cum.ingham Dr. Findlay
Rosanna Lopez		225 Lime Street Findlay, OH
Tomya Bruni		221 Lime St. Findlay, Oh.
BRANDON K SHINN		213 LIME ST. FINDLAY, OH
R DOYNE FROMMER	R Dooyne Frommer	209 Lime St Findlay OH
Julie Hess	Julie Hess	205 Lime St. Findlay, OH
Brad Dunel		1211 S. Mein St. Findlay, Ohio
Kameron Moline	Kameron Moline	125 Lime St
Albert Moore		125 Lime St
Saundra K Harman	Saundra K Harman	117 Lime Street
DON FROMMER	Don Frommer	209 LIME ST
STEPHEN FROST	Stephen Frost	130 STADIUM DR. FINDLAY, OH
William Wallenfelsz	Wm Waller	209 Stadium DR., Findlay, OH
Angela Wallenfelsz	Angela M. Wallenfelsz	209 Stadium Dr., Findlay, OH 45843
Linda Hazelton	Linda Hazelton	127 Stadium Dr. Findlay, OH 45840
Gary Bright	Gary Bright	225 Stadium Drive. Findlay, OH 45840
Leigh Ann Kuenzli	Leigh Ann Kuenzli	225 stadium Dr. Findlay OH 45840
Clay Rice		1317 Douglas Pkwy
Brock Wilson	Brock Wilson	215 stadium Dr.
Corey VanHorn		129 Stadium Dr.
Zoveh Watts	Zoveh Watts	1024 Breezewood Ct, Findlay, OH 45840
Gina Clingerman	GINA Clingerman	1304 Douglas PARKWAY



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Name	Signature	Address
<del>John</del> Pam Rice	Pam Rice	211 Stadium Dr.
JOHN RICE	John Rice	211 STADIUM DR
Zach Ontano	Zach Ontano	205 Stadium
Jack Henschelger	Jack Henschelger	122 Stadium
Tom Hazelton	Thomas Hazelton	127 Stadium Dr
Judy Pelphrey	Judy Pelphrey	120 Stadium Dr.
Melinda Gray	Melinda Gray	117 Stadium Dr.
ERIK DAVIS	Erik Davis	49 Stadium Dr.
Stacy Davis	Stacy M. Davis	419 Stadium Dr.
Darcy Hunt	Darcy Hunt	1314 S. Main St.
Jack Raymond	Jack D. Raymond	1330 South Main St.
Lisa Allen	Lisa Allen	1320 South Main St
Lydia Soto	Lydia Soto	1320 South Main St
RICHARD PARKE	Richard Parke	1410 + 1411 Douglas Pkwy
Joyce Burrell	Joyce BORRELL	1410 Douglas Pkwy
SCOTT GAD ET	Scott Gad	150 W. McPherson Ave
Harold Mull	Harold Mull	1307 Douglas PARKWAY
J. Mull	L. Mull	1307 Douglas Parkway
William Phillips	William Phillips	1302 Douglas Pkwy
Charlotte Garcia	Charlotte Garcia	215 W. McPherson Ave
Jill Sutton	Jill Sutton	205 W. McPherson
Jane Hedges	Jane Hedges	200 W. McPherson
Joe Deternem	Joe Deternem	1301 S. West
DS Marrah	DS Marrah	431 Stadium Dr.
Tess Barger	Tess Barger	431 STADIUM DR.

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Name	Signature	Address
Linda Vander Molen	Linda Vander Molen	311 Stadium DR Findlay
	Carole Cleary	1300 S. West St.
Charlotte Peterman	Charlotte Peterman	1301 S. West St
Madison Roth	Madison Roth	1308 S West Street
Zach Little	Z Little	1308 S west St.
Anna Valtri	[Signature]	1315 S - West St.
Jacob Fagan	J Fagan	1320 S West St
Edward Soisson	Edward Soisson	1334 S. west St
Bobbi Frey	Bobbi Frey	300 W. McPherson Ave
Edwards Ceballos	[Signature]	310 W McPherson Ave
Sabrina Ceballos	S Ceballos	310 W McPherson Ave
Tom Bauman	Tom Bauman	330 W McPHERSON
Mike Starr	Mike Starr	317 W McPherson
Shelley Starr	Shelley Starr	"
Wendy Poeschel	Wendy Poeschel	321 W McPherson
Rebecca Poeschel	Rebecca Poeschel	"
THOMAS BONNICK	Tom Bonn	320 W. McPherson
Honey Bell	Honey Bell	320 Stadium Dr,
John Van Der Molen	John Van Der Molen	311 Stadium Dr.
BILL NAERT	Bill Naert	8125 CLEARBROOK DR.
Jenica Jacobs	Jenica Jacobs	311 Carlee Ln. Findlay
Ashley Sterling	Ashley Sterling	1117 Hurd Ave
Ed McCoy	Ed McCoy	1217 HURD AVE.
Connie McCoy	Connie McCoy	1217 Hurd Ave.
Phillip E Lee	Phillip E Lee	227 Stadium drive

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Name	Signature	Address
Deborah S Pregibon	Deborah S Pregibon	1124 Hurd Ave
NANCY SNYDER	Nancy Snyder	418 BALDWIN AVE
Dawn Kuhlman	Dawn Kuhlman	421 Baldwin Ave.
Ray F. Beckman	RAY F. BECKMAN	1122 HURD AV.
Kara Ankney	Kara Ankney	<del>2622</del> 2622 Foxbury Ln.
Rob Scasny	Rob Scasny	210 Sherman Dr.
Madelaine Nonnacher	Madelaine Nonnacher	451 Deer Valley Ln
Derek Nonnacher	Derek Nonnacher	451 Deer Valley Ln
LAUREN Scasny	Lauren Scasny	210 Sherman Dr.
Larry F Reigle	LARRY F REIGLE	216 Sherman Dr.
Lynsey Hite	Lynsey Hite	224 Sherman Dr
Kyle Hite	Kyle Hite	224 Sherman Dr.
Cynthia Cleary	Cynthia Cleary	202 Sherman Drive
Terry Stevens	Terry Stevens	1109 Hurd Ave.
David Stevens	David Stevens	1109 HURD AVE
Colin P. Pregibon	Colin P. Pregibon	1124 Hurd Ave.
Vincent Laurando	Vincent Laurando	1210 HURD AVE
Doug Stewart	Doug Stewart	1205 Hurd Ave
Nancy Kinser	Nancy Kinser	1218 Hurd Ave
Marilyn Sear	Marilyn Sear	1316 Hurd Ave
JOSEPH SEAR	Joseph Sear	1316 HURD AVE
Alexis Kett	Alexis Kett	1325 Hurd Ave
Tyler Curtis	Tyler Curtis	1325 Hurd Ave.
David Sprouse	David Sprouse	1313 Hurd Ave
Ranae Ruckstuhl	Ranae R Ruckstuhl	1301 Hurd Ave.

# Petition to Prevent High-Density Housing on West McPherson Avenue

<b>Petition Summary</b>	The proposed high-density multi-family housing unit on West McPherson Avenue will have negative effects, including increased traffic, increased population, and loss of property values, on the Donnell neighborhood.
<b>Action Petitioned for</b>	We, the undersigned, urge our city leaders to deny the approval of the construction of a high-density multi-family housing unit on West McPherson Avenue.

Name	Signature	Address
Kevin Panjala		127 E. McPherson
Diana Gray		133 E. McPherson
ANNETTE HOOPER		201 E. McPherson
Richard Snook		209 E. McPherson
CARRY L. HERSHEY		215 E. McPherson Ave.
AUDREY BARGER		320 E. McPherson Ave
BROOKS BOSSE		210 E. McPherson Ave.
Doug Marshall		200 E. McPherson Ave
Adriana Scavo		130 E McPherson
Blake Gray		117 Stadium Dr.
Caitlin Rizor		125 W. McPherson Ave.
LA MONT STOWERS		121 W McPherson Ave
JEFF SIFERD		306 E. McPherson Ave
Wade Campbell		266 Greenlawn Ave.
Thomas L. Flick		203 Greenlawn Ave.
Cory M. Flick		203 GREENLAWN AVE.
Kay Flick		203 Greenlawn
Lauralee Vonlehnden		201 Greenlawn Ave
Paul Vonlehnden		201 Greenlawn Ave.
Shane Danni		127 Greenlawn Ave
Bob Oberaw		132 Greenlawn Ave
James McKinney Jr.		123 Greenlawn Ave.
Linda McKinney		123 Greenlawn Ave
Meredith Pitt		128 Greenlawn Ave
Matt Bowman		1220 S. Main St.











## Denise Devore

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**From:** Christina Muryn  
**Sent:** Wednesday, July 26, 2023 10:19 AM  
**To:** wall@woh.rr.com; John Harrington; Holly Frische; Dennis Hellmann; Beth Warnecke; Jim Slough; Brian Bauman; Jim Niemeyer; Grant Russel; Randy Greeno; Jeff Wobser  
**Cc:** Clerk of Council  
**Subject:** RE: [EXTERNAL]New Park

Good Morning Cathy,

Thank you for reaching out. Below are a couple of quick comments.

- 1) The mural is still being considered for this area. It was not included because we have also been discussing other locations that may make sense given some of the previous concerns raised.
- 2) All of the paths will be multiuse paths allowing for bikes, pedestrians, rollerblading.
- 3) The graphic in the newspaper is an old version of the concept drawings. The more recent concepts are on the website. I would note that these are just a plan and the specifics of each aspect are still to be designed.
- 4) The bike path will connect with the existing bike path on Clinton Court near the railroad tracks where it currently connects.
- 5) The design also has the paths in the benching area going under Main Street on the north side of the river to provide a safer crossing and then connecting into Cory Street.
- 6) The bridge over the river will also be a multiuse bridge allowing for pedestrians, cyclists, and roller blading alike. Current plan is for the bridge to connect into Anchor Park where it will connect with the river walk and the dog park will also be in that area.

Sincerely,

### Mayor Christina Muryn

City of Findlay, Ohio

Phone: 419-424-7137

<http://www.findlayohio.gov>



*Enduring stewardship dedicated to service and safety for citizens,  
promoting Findlay as the premier place for growth and opportunity.*

**From:** Cathy <wall@woh.rr.com>  
**Sent:** Wednesday, July 26, 2023 8:47 AM  
**To:** John Harrington <jharrington@findlayohio.gov>; Holly Frische <hfrische@findlayohio.gov>; Dennis Hellmann <dhellmann@findlayohio.gov>; Beth Warnecke <bwarnecke@findlayohio.gov>; Jim Slough <jslough@findlayohio.gov>; Brian Bauman <bbauman@findlayohio.gov>; Jim Niemeyer <JNiemeyer@findlayohio.gov>; Grant Russel <grussel@findlayohio.gov>; Randy Greeno <rgrgreeno@findlayohio.gov>; Jeff Wobser <jwobser@findlayohio.gov>; Christina Muryn <cmuryn@findlayohio.gov>  
**Cc:** Clerk of Council <ClerkofCouncil@findlayohio.gov>  
**Subject:** [EXTERNAL]New Park

Security Checkpoint: External Email! Do not click on links or open attachments unless you trust the source and know the content is safe.

Dear Members of Council and Mayor Muryn,

As we move forward with the new park design and plans, I have a few questions to consider.

What has become of the idea of a Martin Luther King Jr. mural in this area, and why hasn't it been introduced into all of the graphics presented so far?

I am also concerned that the newest graphic of the park only lists the paths as "walking paths/fitness circuit". Are we eliminating the existing bicycle paths? With the "enhancement" of the existing bridge, a bridge that has always been difficult to maneuver as a bicyclist due to the angles, I can only still see very sharp angles, and an entire connecting path eliminated that headed east before. When will the "multi-use" paths connect to the existing bicycle path along the river, heading north to Clinton Court? Surely this was to be a part of the plan? This could entail encompassing seeing a mural of Dr. King Jr. perhaps?

It behooves members to critically examine these plans, and to make sure it encompasses plans to suit all citizens in our community. Please do not eliminate bicycle paths as we add amenities. Now is the time to amend designs on paper to include crucial elements of this park.

<https://www.transportation.ohio.gov/programs/active+transportation/resources/03-active-transportation-design>

Thank you for your consideration,

Cathy M. Weygandt

204 Greenlawn Ave

Findlay OH

419-306-8691



L

- A Amphitheater
- B Parking
- C River Access/Fishing Spot
- D Multi-Purpose/Wellness Lawn
- E Nature-Inspired Play
- F Shelter/Restrooms
- G Picnic Grove/Beer Garden
- H Walking Paths/Fitness Circuit
- I Restaurant
- J Enhancements to Existing Bridge
- K Landscape Buffer for Railroad
- L Trees Along Roadway
- M Promenade
- N Improved Pedestrian Crossing
- O Trail Connection
- P Friendship City Connection (Cherry Trees)



Map provided

**CONCEPT DRAWINGS** for a park in downtown Findlay show a space loaded with amenities.

THE SUPREME COURT OF OHIO  
Individual Judge  
MUNICIPAL COURT AND COUNTY COURT

Court: **FINDLAY MUNICIPAL COURT** Judge: **ALAN D HACKENBERG**

Report for the month of: **June 2023**

Date of completion of most recent physical inventory  
**06/30/2023**

	B	C	D	E	F	G	H	T	V
	Misdemeanors	O.V.I.	Other Traffic	Personal Injury & Property Damage	Contracts	F.E.D.	Other Civil	TOTAL	Visiting Judge
Pending beginning of period	129	91	55	1	13	0	0	289	0
New cases filed	45	9	23	0	4	1	0	82	0
Cases transferred in, reactivated or redesignated	7	1	2	0	0	0	0	10	0
<b>TOTAL (Add lines 1-3)</b>	<b>181</b>	<b>101</b>	<b>80</b>	<b>1</b>	<b>17</b>	<b>1</b>	<b>0</b>	<b>381</b>	<b>0</b>
Jury trial	0	0	0	0	0	0	0	0	0
Court trial	0	0	0	0	0	0	0	0	0
Default				0	0	0	0	0	0
Guilty or no contest plea to original charge	10	23	14					47	0
Guilty or no contest plea to reduced charge	2	1	2					5	0
Dismissal for lack of speedy trial (criminal) or want of prosecution (civil)	0	0	0	0	0	0	0	0	0
Other Dismissals	34	2	11	0	2	0	0	49	1
Transfer to another judge or court	1	0	0	0	0	0	0	1	0
Referral to private judge				0	0	0	0	0	0
Unavailability of party for trial or sentencing	1	0	1	0	0	0	0	2	0
Bankruptcy stay or interlocutory appeal	0	0	0	0	0	0	0	0	0
Other terminations	1	1	0	0	1	0	0	3	0
<b>TOTAL (Add lines 5-16)</b>	<b>49</b>	<b>27</b>	<b>28</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>107</b>	<b>0</b>
Pending end of period (Subtract line 17 from line 4)	132	74	52	1	14	1	0	274	0
Cases pending beyond time guideline	0	0	0	0	0	0	0	0	0
Number of months oldest case is beyond time guideline	0	0	0	0	0	0	0	0	0
Cases submitted awaiting sentencing or judgment beyond time guideline	0	0	0	0	0	0	0	0	0

Approved & FTP 7/11/2023

Fax to:  
(614) 387-9419  
-or-  
Mail to:  
Court Statistical Reporting Section  
Supreme Court of Ohio  
65 South Front Street, 6th Floor  
Columbus, Ohio 43215-3431

ALAN D HACKENBERG \_\_\_\_\_ Date \_\_\_\_\_

Preparer's name and telephone number if other than judge (print or type) \_\_\_\_\_ Date \_\_\_\_\_

ALAN D HACKENBERG \_\_\_\_\_ Date \_\_\_\_\_



THE SUPREME COURT OF OHIO  
**Administrative Judge**  
MUNICIPAL COURT AND COUNTY COURT

Court: **FINDLAY MUNICIPAL COURT** Judge: **ALAN D HACKENBERG**

Report for the month of: **June 2023**

	A	B	C	D	E	F	G	H	I	T	
	Felones	Misdemeanors	O.M.V.I.	Other Traffic	Personal Injury & Property	Contracts	F.E.D.	Other Civil	Small Claims	TOTAL	
Pending beginning of period	1	2	63	8	401	6	374	34	1	171	1060
New cases filed	2	4	148	19	781	0	132	24	0	103	1211
Cases transferred in, reactivated or redesignated	3	0	14	0	132	0	0	0	0	0	146
<b>TOTAL (Add lines 1-3)</b>	4	6	225	27	1314	6	506	58	1	274	2417
Trial/Hearing by judge (include bindover by preliminary hearing, guilty or no contest pleas and defaults)	5	0	21	0	18	1	81	9	0	1	131
Hearing by Magistrate (Include guilty or no contest pleas and defaults)	6	6	0	29	0	0	0	0	0	58	93
Transfer (Include waivers of preliminary hearing and individual judge assignments)	7	3	84	23	48	0	9	2	0	0	169
Dismissal for lack of speedy trial (criminal) or want of prosecution (civil)	8	0	0	0	0	0	10	1	0	0	11
Other dismissals (Include dismissals at preliminary hearing)	9	1	6	0	148	0	12	6	0	30	203
Violations Bureau	10	0	0	280	0	0	0	0	0	0	280
Unavailability of party for trial or sentencing	11	0	10	0	107	0	0	0	0	0	117
Bankruptcy stay or interlocutory appeal	12	0	0	0	0	0	3	0	0	0	3
Other terminations	13	0	13	0	297	0	0	1	1	0	312
<b>TOTAL (Add lines 5-13)</b>	14	4	140	23	927	1	115	19	1	89	1319
Pending end of period (Subtract line 14 from line 4)	15	2	85	4	387	5	391	39	0	185	1098
Cases pending beyond time guideline	16	0	0	0	0	0	0	0	0	0	0
Number of months oldest case is beyond time guideline	17	0	0	0	0	0	0	0	0	0	0

*Approved & FTP 7/11/2023*

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Columbus, Ohio 43215-3431

\_\_\_\_\_  
ALAN D HACKENBERG Date  
\_\_\_\_\_  
Preparer's name and telephone number if other than judge (print or type) Date

THE SUPREME COURT OF OHIO  
**Individual Judge**  
MUNICIPAL COURT AND COUNTY COURT

Court: **FINDLAY MUNICIPAL COURT** Judge: **STEPHANIE M BISHOP**  
Report for the month of : **June 2023**

Date of completion of most recent physical inventory  
**04/13/2023**

	B	C	D	E	F	G	H	T	V
	Misdemeanors	O.V.I.	Other Traffic	Personal Injury & Property Damage	Contracts	F.E.D.	Other Civil	TOTAL	Visiting Judge
Pending beginning of period	153	111	87	0	10	1	0	362	0
New cases filed	39	14	25	0	5	1	0	84	0
Cases transferred in, reactivated or redesignated	6	1	1	0	0	0	0	8	0
<b>TOTAL (Add lines 1-3)</b>	<b>198</b>	<b>126</b>	<b>113</b>	<b>0</b>	<b>15</b>	<b>2</b>	<b>0</b>	<b>454</b>	<b>0</b>
Jury trial	0	0	0	0	0	0	0	0	0
Court trial	0	0	1	0	0	0	0	1	0
Default				0	0	1	0	1	0
Guilty or no contest plea to original charge	15	14	20					49	4
Guilty or no contest plea to reduced charge	6	0	1					7	0
Dismissal for lack of speedy trial(criminal) or want of prosecution (civil)	0	0	0	0	0	0	0	0	0
Other Dismissals	13	0	7	0	2	0	0	22	3
Transfer to another judge or court	0	0	0	0	0	0	0	0	0
Referral to private judge				0	0	0	0	0	0
Unavailability of party for trial or sentencing	2	2	1	0	0	0	0	5	0
Bankruptcy stay or interlocutory appeal	0	0	0	0	0	0	0	0	0
Other terminations	1	2	1	0	4	0	0	8	0
<b>TOTAL (Add lines 5-16)</b>	<b>37</b>	<b>18</b>	<b>31</b>	<b>0</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>93</b>	<b>0</b>
Pending end of period (Subtract line 17 from line 4)	161	108	82	0	9	1	0	361	0
Cases pending beyond time guideline	0	0	0	0	0	0	0	0	0
Number of months oldest case is beyond time guideline	0	0	0	0	0	0	0	0	0
Cases submitted awaiting sentencing or judgment beyond time guideline	0	0	0	0	0	0	0	0	0

Approved - FTP 7/11/2023

STEPHANIE M BISHOP \_\_\_\_\_ Date \_\_\_\_\_

Preparer's name and telephone number if other than judge (print or type) \_\_\_\_\_ Date \_\_\_\_\_

ALAN D HACKENBERG \_\_\_\_\_ Date \_\_\_\_\_

**Fax to:**  
(614) 387-9419  
-OR-  
**Mail to:**  
Court Statistical Reporting Section  
Supreme Court of Ohio  
65 South Front Street, 6th Floor  
Columbus, Ohio 43215-3431

# MONTHLY REPORT

ALAN D. HACKENBERG, JUDGE  
 STEPHANIE M. BISHOP, JUDGE  
 HEATHER M EIGEL, CLERK  
 CANDACE R. GRIFFITH, CHIEF PROBATION OFFICER  
 BRAD J. BASH, JUDICIAL ASSISTANT SUPERVISOR

FINDLAY MUNICIPAL COURT  
 318 DORNEY PLAZA RM 206  
 FINDLAY, OHIO 45839  
 TELEPHONE 419-424-7141  
 FAX 419-424-7803

FINDLAY MUNICIPAL COURT Monthly Report for June, 2023

PAGE 1

	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
<b>CASES FILED:</b>				
TRAFFIC	800	4,472	707	4,078
TRAFFIC COMPANION	67	623	74	513
TRAFFIC OVERTIME PARKING	-	-	2	2
CRIMINAL	152	789	148	816
CRIMINAL COMPANION	16	86	16	87
SEARCH WARRANT	3	29	7	56
CIVIL	156	934	161	817
SMALL CLAIMS	103	539	76	514
EXTRADITION	2	6	3	12
HABITUAL TRAFFIC VIOLATOR	-	-	1	1
OTHER	9	78	7	69
<b>TOTALS</b>	<b>1,308</b>	<b>7,556</b>	<b>1,202</b>	<b>6,965</b>
<b>COURT PROCEEDINGS:</b>				
ABILITY TO PAY	1	14	-	1
Admin License Suspension	1	21	2	13
APPEAL DOG DESIGNATION	-	1	-	-
Arrestment	987	5,177	1,011	4,973
Attachment	10	67	10	55
Bond	-	2	-	19
BOND RETURN	2	11	1	1
BOND VIOLATION	-	-	7	7
Civil Status Conference	-	13	2	10
COMMUNITY SERVICE REVIEW	5	39	15	88
Contempt of Court	34	180	41	227
CONTESTED DUS CONTEMPT HEARING	-	1	-	6
Contested Small Claims	2	8	4	8
Continued	663	3,982	623	3,856
Damages	-	6	1	4
Debtors Examination	25	380	50	244
Default	-	4	-	2
Desk Review	118	663	134	636
DIVERSION PLEA	2	13	3	23
DUS DIVERSION REVIEW	2	14	4	20
Expungement	-	1	-	-
Extradition	-	1	-	9
Forcible Detention	16	94	18	81
Garnishment	2	7	3	10
Habitual Traffic Violator	-	-	1	1
Hearing on Motion	3	50	3	34
HEARING ON MOTION TO SEAL RECORD	6	40	4	66
HEARING ON WARRANT	-	35	24	166
Jury Trial	-	2	1	1
Marriage	9	23	4	15
Mediation	-	-	1	3
Miscellaneous	-	5	-	15
Motion to Dismiss	-	2	-	-
Motion to Vacate Judgment	-	1	-	1
Motion to Withdraw as Counsel	1	3	-	2

	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
Plea	110	633	111	657
Preliminary	3	44	8	60
Pre-Trial	134	901	166	1,001
Pre-Trial with Judge	62	470	76	431
Reconsideration of Sentence	-	2	-	11
Restitution	-	1	-	-
Revivor	13	25	4	16
Revocation	9	62	18	70
SAFE SURRENDER	-	29	-	10
SECOND PRETRIAL	100	608	94	646
Sentencing	2	18	1	24
Small Claims	69	399	68	419
STATUS CONFERENCE	1,449	8,508	1,814	9,144
Suppression	7	20	10	32
TELEPHONE PRETRIAL	15	99	25	89
Trial	2	30	5	34
WRIT OF RESTITUTION	12	70	10	61
WRITTEN PLEA	5	52	9	28
<b>TOTALS</b>	<b>3,881</b>	<b>22,831</b>	<b>4,386</b>	<b>23,330</b>

	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
<b>CRIMINAL VIOLATIONS:</b>				
ASSAULT	9	31	6	27
BREAKING & ENTERING	-	-	-	3
BURGLARY	-	2	1	4
CRIMINAL DAMAGING	4	15	10	26
CRIMINAL TRESPASS	6	31	12	46
DISORDERLY CONDUCT	14	67	10	53
DOMESTIC VIOLENCE	14	87	19	89
DRUG ABUSE	22	183	25	167
OPEN CONTAINER PROHIBITED	2	13	1	9
OVI	-	1	-	-
RESISTING ARREST	2	18	2	14
ROBBERY	-	1	-	3
TELEPHONE HARASSMENT	1	2	-	4
THEFT	25	106	16	91
UNDERAGE CONSUMPTION	3	12	1	6
OTHER CRIMINAL	66	306	61	361
<b>TOTALS</b>	<b>168</b>	<b>875</b>	<b>164</b>	<b>903</b>
<b>TRAFFIC VIOLATIONS:</b>				
ACD/SPEED	15	115	25	142
DISOBEYING TRAFFIC CONTROL DEV	8	53	9	73
DRAG RACING	-	2	-	3
DRIVING UNDER SUSPENSION	33	204	28	226
EXPIRED REGISTRATION	17	132	26	176
FAIL TO MAINTAIN CONTROL	12	143	11	147
FAILURE TO YIELD RIGHT OF WAY	10	59	10	60
LEAVING SCENE OF AN ACCIDENT	3	21	5	25
LEFT OF CENTER	2	6	-	3
OVERLOAD	52	339	69	309
OVI	26	337	38	214
PASSING A STOPPED SCHOOL BUS	-	13	-	16
RECKLESS OPERATION	3	10	-	12
SEAT BELT	93	440	88	439
SPEEDING	287	1,993	319	1,775
OVERTIME PARKING	-	-	2	2
OTHER TRAFFIC	306	1,228	153	971
<b>TOTALS</b>	<b>867</b>	<b>5,095</b>	<b>783</b>	<b>4,593</b>

NOTE: SEARCH WARRANTS NOT INCLUDED IN VIOLATION TOTALS

ARRESTING AGENCY:	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
<b>PATROL</b>				
OVERTIME PARKING	-	-	1	1
TRAFFIC OTHER	640	3,188	466	2,619
OMVI	12	160	19	96
CRIMINAL FELONIES	-	3	-	8
CRIMINAL MISDEMEANORS	21	142	19	102
SEARCH WARRANTS	-	2	-	7
<b>FINDLAY P.D. (BY ORDINANCE)</b>				
OVERTIME PARKING	-	-	-	-
TRAFFIC OTHER	114	843	160	1,104
OMVI	8	117	12	85
CRIMINAL FELONIES	-	-	-	-
CRIMINAL MISDEMEANORS	98	458	91	447
SEARCH WARRANTS	-	-	-	-
<b>FINDLAY P.D. (BY ORC)</b>				
OVERTIME PARKING	-	-	-	-
TRAFFIC OTHER	1	3	1	3
OMVI	-	1	-	-
CRIMINAL FELONIES	4	50	4	53
CRIMINAL MISDEMEANORS	18	95	17	150
SEARCH WARRANTS	2	19	5	40
<b>SHERIFF</b>				
OVERTIME PARKING	-	-	1	1
TRAFFIC OTHER	84	711	112	626
OMVI	6	58	7	33
CRIMINAL FELONIES	-	3	2	8
CRIMINAL MISDEMEANORS	16	75	20	74
SEARCH WARRANTS	1	7	2	9
<b>OTHERS</b>				
OVERTIME PARKING	-	-	-	-
TRAFFIC OTHER	2	13	4	25
OMVI	-	2	-	-
CRIMINAL FELONIES	-	-	1	1
CRIMINAL MISDEMEANORS	11	48	10	60
SEARCH WARRANTS	-	1	-	-
<b>TOTALS</b>	<b>1,038</b>	<b>5,999</b>	<b>954</b>	<b>5,552</b>
<b>PROBATION:</b>				
ESTABLISHED	27	173	24	145
TERMINATED	31	187	22	137
CURRENT	60	60	57	57
<b>TOTALS</b>	<b>118</b>	<b>420</b>	<b>103</b>	<b>339</b>

ACTIVITIES ORDERED:	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
ALCOHOL EVALUATION	-	1	-	-
ALCOHOL/SUBSTANCE EVAL	13	56	11	62
ANGER MANAGEMENT	-	3	1	1
BENCH WARRANT TO AGENCY	216	1,192	297	1,573
COMMUNITY SERVICE	1	5	-	1
COMMUNITY SERVICE CITY	4	22	5	33
COMMUNITY SERVICE COUNTY	7	56	5	53
COMMUNITY SERVICE INDIVIDUAL	24	124	20	142
COMMUNITY SERVICE NO JAIL	-	1	-	2
DIP	25	127	13	94
DOMESTIC VIOLENCE PROGRAM	1	3	1	5
ELECTRONIC HOME MONITORING	-	2	1	1
FORM 95	1	5	-	1
HOUSE ARREST	-	-	-	1
JAIL	8	34	8	41
Jail Term Suspended Condition	1	5	-	1
MENTAL EVAL	4	9	-	10
NO CONTACT WITH VICTIM	3	13	1	7
Pay Restitution	1	15	3	15
Probation	8	75	13	69
SCRAM	2	27	3	17
STAR Program	9	26	9	33
TREATMENT FRC	3	21	3	33
TREATMENT MISCELLANEOUS	-	17	9	47
UCP	-	4	-	2
Unsupervised Probation	-	-	-	1
VIP	19	106	13	89
<b>TOTALS</b>	<b>350</b>	<b>1,949</b>	<b>416</b>	<b>2,334</b>

\*\*\*\*\*CURRENT YEAR\*\*\*\*\*  
 MTD YTD

\*\*\*\*\*LAST YEAR\*\*\*\*\*  
 MTD YTD

RECEIPTS DEPOSITED:

ALCOHOL MONITORING	\$3,035.49	\$15,661.55	\$3,006.09	\$17,157.90
BOND FEES	\$325.00	\$1,775.00	\$75.00	\$1,275.00
CIVIL DEPOSIT TENDERS	\$390.00	\$12,951.75	\$995.00	\$2,310.89
COURT COST	\$61,486.87	\$351,557.42	\$56,835.31	\$333,586.01
DUI ENFORCEMENT	\$2,989.90	\$16,831.85	\$2,984.75	\$15,794.01
ELECTRONIC IMAGING	\$4,127.91	\$25,118.59	\$4,285.98	\$22,277.09
FINES & FORFEITURES	185,008.58	\$1,095,442.91	169,778.42	\$1,031,775.30
FUND REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00
INDIGENT DRIVER ALCOHOL	\$536.10	\$3,403.31	\$470.97	\$3,734.34
INMATE MEDICAL EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00
INTEREST	\$181.17	\$1,071.22	\$27.40	\$299.23
JAIL HOUSING	\$23,587.74	\$128,086.82	\$14,175.65	\$96,455.59
JAIL REIMBURSEMENT	\$512.14	\$1,568.72	\$270.03	\$2,280.25
LEGAL RESEARCH	\$1.50	\$22.00	\$5.00	\$48.50
MEDIATION	\$1,320.00	\$7,923.32	\$1,366.75	\$7,026.80
MISCELLANEOUS	\$27,553.42	\$154,049.13	\$30,366.02	\$156,804.90
MUNI COURT COMPUTERIZATION	\$6,747.75	\$40,867.02	\$6,993.38	\$35,849.00
MUNI COURT IMPROVEMENT	\$17,360.97	\$104,998.89	\$17,967.53	\$92,050.97
RESTITUTION	\$474.91	\$1,970.87	\$887.44	\$2,008.88
SPECIAL PROJECTS	\$28,219.21	\$172,373.88	\$29,716.27	\$152,356.72
STATE PATROL	\$25,107.39	\$133,500.07	\$22,791.59	\$108,619.68
TRAFFIC/CRIMINAL BONDS	\$13,699.86	\$63,427.65	(\$591.24)	\$28,534.16
	<u>402,665.91</u>	<u>\$2,332,601.97</u>	<u>362,407.34</u>	<u>\$2,110,245.22</u>

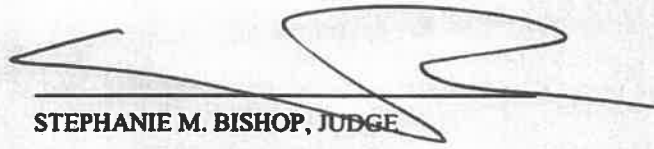
DISTRIBUTIONS:

ALCOHOL MONITORING	\$3,035.49	\$15,661.55	\$2,974.49	\$16,914.30
BOND FEES	\$325.00	\$1,775.00	\$75.00	\$1,225.00
CIVIL DEPOSIT TENDERS	\$490.00	\$10,980.43	\$0.00	\$1,050.00
COURT COST	\$61,538.87	\$348,961.06	\$56,425.81	\$331,732.74
DUI ENFORCEMENT	\$2,993.29	\$16,757.27	\$2,902.29	\$15,540.53
ELECTRONIC IMAGING	\$4,130.91	\$25,043.59	\$4,240.98	\$22,157.09
FINES & FORFEITURES	185,393.30	\$1,104,155.28	171,019.82	\$1,032,257.07
FUND REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00
INDIGENT DRIVER ALCOHOL	\$536.10	\$3,403.31	\$420.97	\$3,559.34
INMATE MEDICAL EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00
INTEREST	\$181.17	\$1,071.22	\$27.40	\$85.17
JAIL HOUSING	\$23,587.74	\$127,852.61	\$13,702.25	\$94,385.35
JAIL REIMBURSEMENT	\$512.14	\$1,568.72	\$270.03	\$2,215.25
LEGAL RESEARCH	\$1.50	\$22.00	\$5.00	\$48.50
MEDIATION	\$1,321.00	\$7,898.32	\$1,352.75	\$6,989.80
MISCELLANEOUS	\$31,760.20	\$210,629.15	\$33,320.63	\$206,684.81
MUNI COURT COMPUTERIZATION	\$6,752.75	\$40,744.02	\$6,922.38	\$35,662.00
MUNI COURT IMPROVEMENT	\$17,373.97	\$104,676.89	\$17,778.53	\$91,563.97
RESTITUTION	\$352.42	\$2,357.79	\$887.44	\$2,361.71
SPECIAL PROJECTS	\$28,240.21	\$171,853.88	\$29,411.27	\$151,587.33
STATE PATROL	\$25,203.39	\$132,936.07	\$22,276.59	\$107,362.68
	<u>393,729.45</u>	<u>\$2,328,348.16</u>	<u>364,013.63</u>	<u>\$2,123,382.64</u>

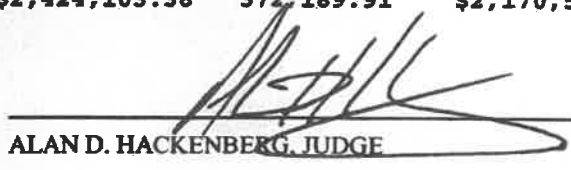
DISTRIBUTED TO:



	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
CITY OF FINDLAY	185,411.01	\$1,075,354.49	164,154.68	\$956,234.59
HANCOCK COUNTY	\$15,791.26	\$125,560.76	\$18,904.65	\$119,913.48
OTHERS	145,313.73	\$887,144.86	130,183.62	\$805,074.21
STATE OF OHIO	\$62,067.93	\$336,043.27	\$58,946.96	\$289,348.21
	<u>408,583.93</u>	<u>\$2,424,103.38</u>	<u>372,189.91</u>	<u>\$2,170,570.49</u>



STEPHANIE M. BISHOP, JUDGE



ALAN D. HACKENBERG, JUDGE

DISCLAIMER: RECEIPTS COLLECTED ARE NOT TO BE CONFUSED WITH RECEIPTS DEPOSIT

# Board of Zoning Appeals

## June 08, 2023

**Members present:** Phil Rooney, Chairman; Blaine Wells; Kerry Trombley; and Scott Brecheisen.

Mr. Rooney called the meeting to order at 6:00 p.m. and the general rules were reviewed.

The following was introduced by Mr. Erik Adkins:

**Case Number: BZA-14-2023-63838**

**Address: 1450 Sycamore Drive**

**Zone: R-1 Large Lot Residential**

Filed by Curtis Moser, regarding a variance from section 1121.05(A)(1)(b) of the City of Findlay Zoning Ordinance for the front yard setback of a proposed detached garage at 1450 Sycamore Drive. The applicant has proposed to construct a detached garage which will be at 30-feet from the front yard setback. This section utilizes the neighboring properties average depth, which makes it approximately a 42-foot front yard setback.

The owner is asking for the Board of Zoning Appeals to resort back to the language in the zoning code that allowed for a 30-foot front yard setback, rather averaging out the neighboring properties to determine the front yard setback.

The city will not oppose the decision the board makes.

Mr. Trombley asked if the average was calculated with the properties on Oakland Drive?

Mr. Adkins stated yes, were the fronts are.

Mr. Moser, 1450 Sycamore Drive, was sworn in. He stated he bought the property in 2019 and the setback was 30-feet. He bought two lots and had them combined, so he could build a building. He did not know that when you buy a corner lot you have two front yards. He had to put in a 6-inch drainage line that ran about 400-500 feet. If he has to move it another 12 ½ feet in, he would have to tear out part of his patio. He likes his patio and does not think he should have to destroy that to put up a building. The lot is over an acre. Visually it will not impact anyone driving down the street. He stated he has two letters of support. One from the neighbor directly across the street and one from the neighbor to the North.

Mr. Wells asked if we have copies of these letters?

Mr. Moser gave the two letters to the Board members.

Mr. Adkins stated in 2020 is when the language was changed in the Zoning Code, where it went to averages instead of the set amount.

Mr. Rooney asked if there are any communications on this case?

Mr. Adkins stated there are no communications on this case.

Mr. Wells asked Mr. Moser if it was his original intent when he bought the property to put this building up, then Covid hit; then the map amendment happened that changed the language in the code?

Mr. Moser stated yes.

Mr. Wells asked if Mr. Moser had considered moving the location of the building further North, then West to meet the 42-foot setback?

Conversation took place between Mr. Moser and Board Members about moving the location of the garage.

Mr. Trombley stated it is a large lot and he doesn't see a problem with this variance request.

Mr. Trombley made a motion to approve the requested variance on the condition the required permits are obtained within 60 days.

Mr. Brecheisen seconded the motion.

Motion to approve requested variance on the condition the required permits are obtained within 60 days, 4 – 0.

The following was introduced by Mr. Erik Adkins:

**Case Number: BZA-15-2023-63877**

**Address: 1014 Liberty Street**

**Zone: R-2 Medium Lot Residential**

Filed by Richard Palmer, regarding a variance from section 1122.05(B) of the City of Findlay Zoning Ordinance for proposed attached carport at 1014 Liberty Street. The applicant is proposing to construct an attached carport that will be 1-foot and 6-inches from the side property line. This section requires a 5-foot setback from the side property line.

This property is situated inside an older neighborhood and multiple dwellings would not meet a 5-foot setback, due to additions and how the original building was constructed. The owner is proposing to construct an open framed carport, that will be attached to the dwelling. Had the owner construct a detached carport, the request would only be relief from a 3-foot setback.

The city will not oppose the decision the board makes.

Mr. Palmer, 1014 Liberty Street, was sworn in. He stated he wants to build a carport for his car and it would help keep his basement dryer from the rain seepage he gets.

Mr. Trombley asked what the size is of the car port he wants to put in?

Mr. Palmer stated 11 ½ feet high by 40 feet long by 11 feet. 11 feet by 40 feet is the covered area.

Mr. Trombley stated if it was cut back for the 5 feet, it would be pretty small.

Mr. Palmer stated he has letters of support from the neighbors.

Mr. Wells stated he noticed in the one letter of support, it is on the condition that nothing drains on their property. He asked how he intends to address that?

Mr. Palmer stated instead of doing the standard 3-inch rain gutter, he is using 4-inch rain gutter and down spout; and it will be directed right down the edge of the driveway toward the curb.

Mr. Trombley asked if the rain gutters is included in the 1 ½-feet?

Mr. Palmer stated it will hang over a little bit, by 4-inches.

Mr. Rooney asked if there are any communications on this case?

Mr. Adkins stated there are no communications on this case.

Mr. Wells made a motion to approve the requested variance on the condition the required permits are obtained within 60 days.

Mr. Trombley seconded the motion.

Motion to approve requested variance on the condition the required permits are obtained within 60 days, 4 – 0.

The following was introduced by Mr. Erik Adkins:

**Case Number: BZA-16-2023-63890**

**Address: 1132 Tiffin Avenue**

**Zone: C-2 Medium Lot Residential**

Filed by Josh Elchert, regarding a variance from section 1161.12.8(C) of the City of Findlay Zoning Ordinance for a new monument sign at 1132 Tiffin Avenue. The applicant has proposed to build a new 50-square foot monument sign that will be 5-feet from the front property line. This section requires a 10-foot setback from all property lines.

The owner is removing an existing pylon sign, and is proposing to replace it with a monument sign. The pylon sign currently sits approximately 3-feet from the property line. The removal and replacement, will clean up Tiffin Avenues airspace.

The city is supportive of this request and will not oppose the decision the board makes.

Mr. Trombley asked if the current sign is in compliance?

Mr. Adkins stated it is non-compliant.

Mr. Elchert, 1132 Tiffin Avenue, was sworn in. He stated they are getting rid of the sign the city doesn't want and asking for a 5-foot setback instead of the 10-feet in the code.

Mr. Wells asked if this will be a static panel, back lit sign? Nothing digital?

Mr. Elchert stated that is correct. Nothing digital. It's a push through letter sign.

Mr. Rooney asked if there are any communications on this case?

Mr. Adkins stated there are no communications on this case.

Mr. Wells made a motion to approve the requested variance on the condition the required permits are obtained within 60 days.

Mr. Brecheisen seconded the motion.

Motion to approve requested variance on the condition the required permits are obtained within 60 days, 4 – 0.

The following was introduced by Mr. Erik Adkins:

**Case Number: BZA-17-2023-63891 & BZA-18-2023-63892**

**Address: 1333 W. Sandusky Street**

**Zone: I-1 Light Industrial**

Filed by Stephen Keyes, regarding a variance from section 1161.12.17(B)(4)(a) of the City of Findlay Zoning Ordinance for a new billboard sign at 1333 W. Sandusky Street. The applicant has proposed to build a new billboard that will be constructed at the property line abutting the interstate highway right-of-way. This section requires a 25-foot setback from the highway right-of-way property line.

The owner filed an additional request regarding a variance from section 1161.12.17(B)(6) of the City of Findlay Zoning Ordinance for a new billboard sign at 1333 W. Sandusky Street. The applicant has proposed to build a new 672-square foot billboard sign. This section allows for a 300-square foot billboard.

This is the site of a local radio station, situated along interstate 75 and West Sandusky Street. Prior to applying, there were two billboards on premise, that have been demoed. One of the billboards was positioned within feet of the West Sandusky Street right-or-way.

The city does not see an issue with this request due to the location of the billboards that were on premise prior to demolition, but would like to have the ODOTs approval prior to issuing any permits.

The city is supportive of this request and will not oppose the decision the board makes.

In regards to the size request, the city realize that there was a total of four total static billboards that exceeds the allowable size. The city would like to keep in line with the code, but is understanding that ODOT allows a larger billboard along the interstate. In addition to, the company is making it look unique and eye appealing.

The city is supportive of the request and will not oppose the decision the board makes.

Mr. Keyes, 2040 Tiffin Avenue, was sworn in. He stated there has been a lot of work done on the property already. Findlay Radio Club has been there since 1956 and is a big supporter of Findlay and they are hoping to help with their club by investing their dollars on their property.

Mr. Wells asked where we stand with ODOT?

Mr. Keyes stated they have ODOT approval for a 672-foot back to back digital sign on the right of way fence. Variance request matches what ODOT approved. ODOT allows for up to 1200 square feet. 672 square feet is the national standard size, so is 1200, but those are more for setbacks way off of the road, really high signs.

Mr. Trombley asked for confirmation that the sign is built on an oil derig?

Mr. Keyes stated yes. He stated they do things to try to fit.

Mr. Wells stated it matches the overpass. He asked if we have a copy of that ODOT approval for our file?

Mr. Keyes stated he should have brought it, but did not. He stated he has the conditional permit from the state.

Mr. Rooney asked if there are any communications on this case?

Mr. Adkins stated there are no communications on this case.

Mr. Wells asked what the time line is on construction, assuming approval?

Mr. Keyes stated depending on suppliers, end of October, or November time frame, depending on supplies issues they have had from steel manufacturers.

**# BZA-17-2023-63891 – setback:**

Mr. Trombley made a motion to approve the requested variance on the condition the required permits are obtained within 60 days.

Mr. Wells seconded the motion.

Mr. Rooney amended the motion to include the condition of providing the ODOT approved permit.

Motion to approve the requested variance on the condition the ODOT approved permit is provided and the required permits are obtained within 60 days, 4-0.

**# BZA-18-2023-63892 – size:**

Mr. Trombley made a motion to approve the requested variance on the condition the ODOT approved permit is provided and the required permits are obtained within 60 days.

Mr. Wells seconded the motion.

Motion to approve the requested variance on the condition the ODOT approved permit is provided and the required permits are obtained within 60 days, 4-0.

The April 13, 2023 meeting minutes were amended and approved.

The May 11, 2023 meeting minutes were approved.

The meeting was adjourned.



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Chairman



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Secretary



OFFICE OF  
THE MAYOR  
CHRISTINA M. MURYN

Rob Martin, BSN, MBA  
Service-Safety Director

July 24, 2023

RE: Norfolk Southern Railroad Project

Dear Honorable Council,

As you are aware, one of the five primary flood mitigation projects that has been identified is the replacement and updated design of the Norfolk Southern Railroad Bridge which crosses the Blanchard River just west of South Cory Street.

In anticipation of this project beginning construction in 2024, the City of Findlay has been working with the Maumee Watershed Conservancy District, Hancock County Commissioners, and Norfolk Southern to finalize designs, construction plans, and necessary legal documents.

One step that is necessary for this project to move forward is a “laydown” agreement between the City and the Maumee Watershed Conservancy District for during construction. This agreement will then be an appendix to the construction agreement executed between the Maumee Watershed Conservancy District and Norfolk Southern.

I have requested legislation be prepared authorizing me to enter into the attached Memorandum of Agreement. The laydown area is highlighted in yellow on the schematic.

Sincerely,

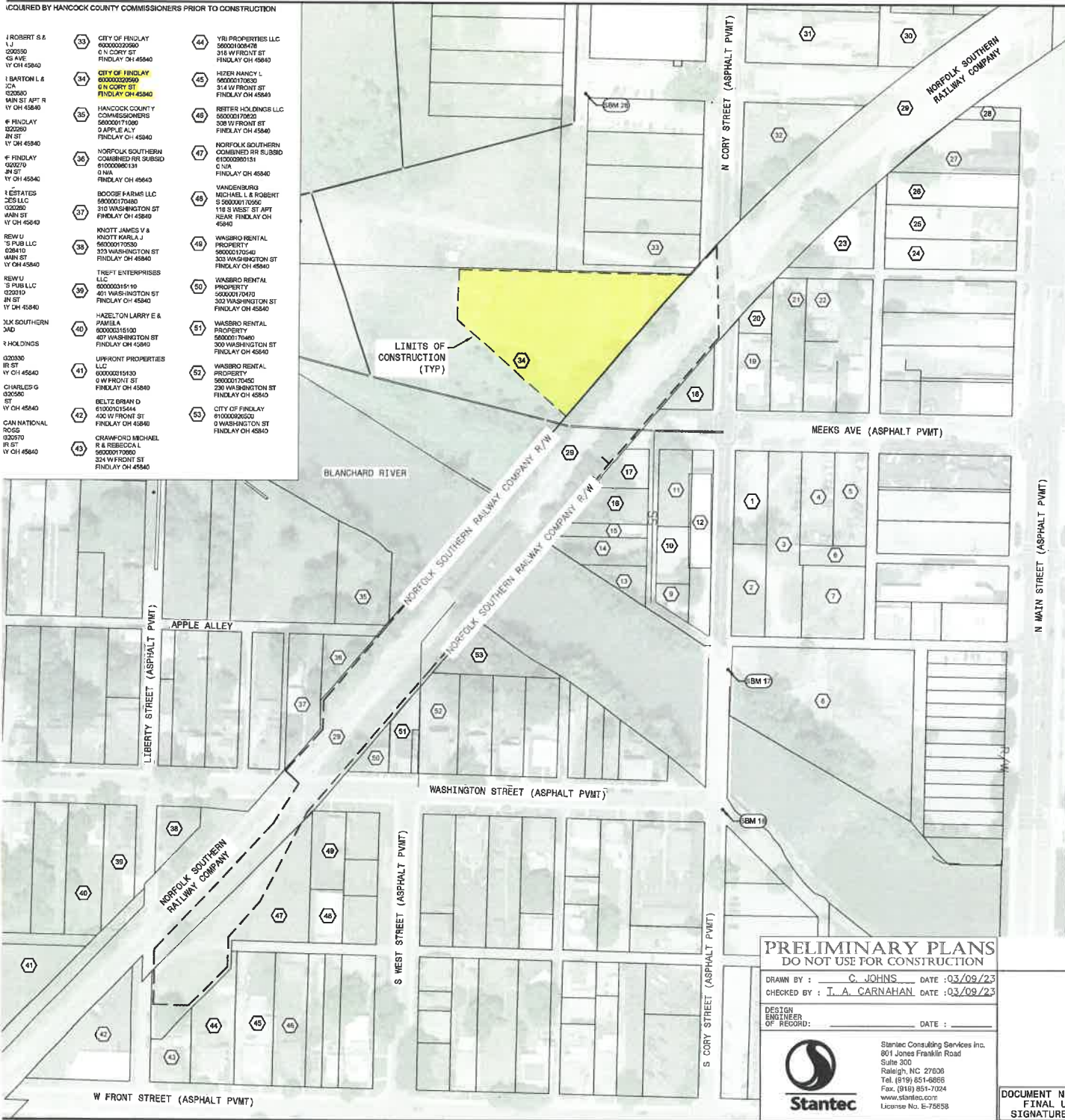
A handwritten signature in blue ink that reads 'Christina M. Muryn'.

Christina M. Muryn  
Mayor



ACQUIRED BY HANCOCK COUNTY COMMISSIONERS PRIOR TO CONSTRUCTION

- 1 ROBERT S & V J 020030 43 AVY 4540 VY OH 45840
- 1 BARTON L & JCA 020080 MAIN ST APT R VY OH 45840
- 6 FINLAY 020200 IN ST VY OH 45840
- 6 FINLAY 020270 IN ST VY OH 45840
- 1 ESTATES 253 LLC 020250 MAIN ST VY OH 45840
- REW U 5 PUB LLC 028410 MAIN ST VY OH 45840
- REW U 3 PUB LLC 020210 IN ST VY OH 45840
- 304 SOUTHERN 240
- 2 HOLDINGS 020330 IR ST VY OH 45840
- CHARLES G 020580 ST VY OH 45840
- CAN NATIONAL 020700 ROSS ST VY OH 45840
- 43 CRAWFORD MICHAEL R & REBECCA L 9600017080 324 W FRONT ST FINLAY OH 45840
- 44 YR PROPERTIES LLC 9600108478 314 W FRONT ST FINLAY OH 45840
- 45 HIZER NANCY L 9600170820 314 W FRONT ST FINLAY OH 45840
- 46 BETTER HOLDINGS LLC 9600170820 308 W FRONT ST FINLAY OH 45840
- 47 NORFOLK SOUTHERN COMBINED RR SUBSD 0100008131 0 N/A FINLAY OH 45840
- 48 VANDENBURG MICHAEL L & ROBERT 9 5000017090 118 S WEST ST APT REAR FINLAY OH 45840
- 49 WANSBRO RENTAL PROPERTY 9800017050 303 WASHINGTON ST FINLAY OH 45840
- 50 WANSBRO RENTAL PROPERTY 9800017040 302 WASHINGTON ST FINLAY OH 45840
- 51 WANSBRO RENTAL PROPERTY 9800017040 300 WASHINGTON ST FINLAY OH 45840
- 52 WANSBRO RENTAL PROPERTY 9800017040 290 WASHINGTON ST FINLAY OH 45840
- 53 CITY OF FINLAY 9100008050 324 W FRONT ST FINLAY OH 45840
- 33 CITY OF FINLAY 0000002090 6 N CORY ST FINLAY OH 45840
- 34 CITY OF FINLAY 0000002090 6 N CORY ST FINLAY OH 45840
- 35 HANCOCK COUNTY COMMISSIONERS 9600017100 0 APPLE ALY FINLAY OH 45840
- 36 NORFOLK SOUTHERN COMBINED RR SUBSD 0100008131 0 N/A FINLAY OH 45840
- 37 BOOSEY FARMS LLC 9600017040 310 WASHINGTON ST FINLAY OH 45840
- 38 KNOTT JAMES V & KNOTT KARLA J 9600017050 373 WASHINGTON ST FINLAY OH 45840
- 39 TREFT ENTERPRISES LLC 0000001510 401 WASHINGTON ST FINLAY OH 45840
- 40 HAZELTON LARRY E & PAMELA 0000001510 407 WASHINGTON ST FINLAY OH 45840
- 41 UPFRONT PROPERTIES LLC 0000001510 0 W FRONT ST FINLAY OH 45840
- 42 BELTZ BRIAN D 0100015444 400 W FRONT ST FINLAY OH 45840



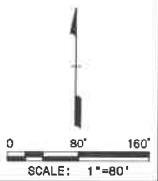
**SURVEYING POSITIONAL PARAMETERS**

SURVEY PERFORMED IN AUGUST 2019 BY BOCKRATH AND ASSOCIATES

USE THE FOLLOWING VERTICAL POSITIONING AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

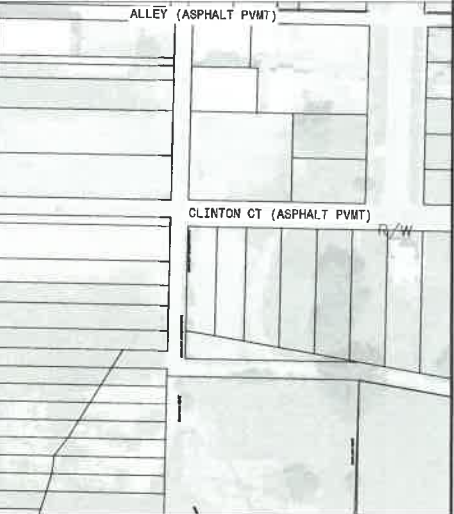
VERTICAL POSITIONING  
 ORTHOMETRIC HEIGHT DATUM: NAVD88  
 GEOD: GEOID12AUS

HORIZONTAL POSITIONING  
 REFERENCE FRAME: NAD83 (2011)  
 ELLIPSOID: GRS80  
 MAP PROJECTION: LAMBERT CONFORMAL CONIC  
 COORDINATE SYSTEM: OHIO STATE PLANE, NORTH ZONE  
 GROUND CALCULATED SCALE FACTOR: 1.000024639  
 SCALE POINT: 41° 02' 49.56404" N 83° 39' 26.19171" W  
 UNITS ARE IN U.S. SURVEY FEET.



**LEGEND**

- LIMITS OF DISTURBANCE
- R/W RIGHT-OF-WAY
- RR R/R RAILROAD RIGHT-OF-WAY
- PROPERTY LINES
- SBM 30 SITE BENCHMARK (SBM)



**SITE BENCHMARKS (SBM) KEY**

SBM No.	NORTHING	EASTING	ELEVATION	DESCRIPTION
SBM 15	502691.15	1653621.92	770.73	SET MAG NAIL
SBM 16	502681.14	1653445.96	774.64	SET MAG NAIL
SBM 17	503280.35	1650771.49	775.49	MAG NAIL IN WALK
SBM 18	503079.81	1650764.15	775.09	MAG NAIL IN WALK
SBM 29	502692.8	1653725.02	780.91	MAG NAIL IN WALK
SBM 30	502467.91	1653723.4	778.85	MAG NAIL IN WALK

**PRELIMINARY PLANS**  
 DO NOT USE FOR CONSTRUCTION

DRAWN BY : C. JOHNS DATE : 03/09/23  
 CHECKED BY : T. A. CARNAHAN DATE : 03/09/23

DESIGN ENGINEER OF RECORD: \_\_\_\_\_ DATE: \_\_\_\_\_



Stantec Consulting Services Inc.  
 801 Jones Franklin Road  
 Suite 300  
 Raleigh, NC 27609  
 Tel. (919) 851-6866  
 Fax. (919) 851-7024  
 www.stantec.com  
 License No. 67-75638

MAUMEE WATERSHED  
 CONSERVANCY DISTRICT  
 FINLAY, OH  
**100% DESIGN  
 CIVIL**  
 SURVEY SCHEMATIC PLAN  
 FOR NSRR BRIDGE SP 57.53  
 OVER BLANCHARD RIVER BETWEEN  
 WASHINGTON ST AND N CORY ST

DOCUMENT NOT CONSIDERED  
 FINAL UNLESS ALL  
 SIGNATURES COMPLETED

REVISIONS				SHEET NO.
NO.	BY:	DATE:	NO.	DATE:
1			3	
2			4	

C-02  
 TOTAL SHEETS  
 05 OF 49

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE CITY OF FINDLAY, OHIO AND THE  
MAUMEE WATERSHED CONSERVANCY DISTRICT**

**I. BACKGROUND:**

Several recent and severe floods in the Blanchard River Watershed have encouraged cooperative floodplain management efforts of local communities impacted by the events. The Hancock County Commissioners and the Maumee Watershed Conservancy District (MWCD) engaged Stantec Consulting Services, LLC to review a study prepared by the U.S. Army Corps of Engineers (USACE) to make recommendations for projects that would reduce the risk of damages during flood events. One of the recommendations is the replacement of the Norfolk Southern Railroad (NS) bridge over the Blanchard River in the City of Findlay with a longer span to improve the flow of floodwaters through the bridge.

MWCD, a watershed district formed pursuant to Chapter 6101 of the Ohio Revised Code, has tasked Stantec, in cooperation with NS, to prepare a plan for replacement of said bridge.

**II. MWCD DUTIES AND REQUIREMENTS:**

A. Project Administration. MWCD shall enter into a construction agreement with NS that defines the terms and conditions of the bridge replacement. MWCD shall ensure impacts resulting from the construction activities related to the replacement of the NS railroad bridge to properties adjacent to the NS right of way will be restored to their previous condition at the conclusion of construction activities.

B. Representations, Warranties and Covenants. MWCD is a subdivision of the State of Ohio with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on their activities as now conducted. MWCD has the power to enter into and perform its obligations under this Agreement and have been duly authorized to execute and deliver this Agreement. MWCD is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit the ability of MWCD and to carry out the performance of the terms of this Agreement.

**III. CITY OF FINDLAY DUTIES AND REQUIREMENTS:**

A. Land Use. The development of the project planning documents requires the designation of a parcel of land adjacent to the NS right of way to be used by the construction contractor as a laydown yard and staging area. Parcel number 34 on the attached Property Ownership Key has been selected as to the preferred location. The City agrees to allow the use of this parcel for the stated purposes during the course of the construction period. Should the project contractor express the need for additional space,

the contractor shall deal directly with the City to reach an agreement on an appropriate location.

**IV. GENERAL TERMS**

A. Liability. Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

B. Effective Date. This Agreement shall become effective by the date of last signature.

C. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Hancock County, State of Ohio.

D. Entire Agreement. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals, and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

E. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by any party hereto without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

**SIGNATORIES:**

\_\_\_\_\_  
Christina Muryn, Mayor  
City of Findlay, Ohio

\_\_\_\_\_  
Date

\_\_\_\_\_  
George Ropp, President  
Maumee Watershed Conservancy District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Moats, Board Member  
Maumee Watershed Conservancy District

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Kuhn, Board Member  
Maumee Watershed Conservancy District

\_\_\_\_\_  
Date



OFFICE OF  
THE MAYOR  
CHRISTINA M. MURYN

Rob Martin, BSN, MBA  
Service-Safety Director

July 25, 2023

RE: Carlin Property Opportunity

Dear Honorable Council,

I am writing to request a committee of the whole to discuss a potential opportunity related to the property owned by the City of Findlay between Carlin Street and Interstate 75.

The City owns approximately 26 acres (parcel #s- 610000051400 & 210001029225) typically this property is bid out for farming and generates approximately \$4,500 annually through the farm lease. The property, purchased in 2008 for \$150,000 was bought with the idea for putting the public works department shop on the property. The property is not recommended for the public works department given the lack of a central location which is critical for our public works teams execution of their daily activities. Additionally, the Administration has discussed this property and does not see it as a viable location for other City operations.

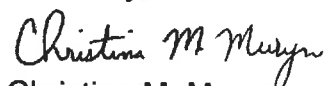
I have been approached by representatives of Habitat for Humanity of Findlay/Hancock County interested in this property for a development of "Hope Springs" a Habitat subdivision which would be built over the next 10 years providing nearly 70 homes.

I would like to invite representatives from Habitat for Humanity to discuss the project in more detail at an upcoming Committee of the Whole meeting and discuss the possibility of the City of Findlay providing the land via the Blanchard Valley Port Authority. Additionally, I believe there is an opportunity for the city of Findlay to focus some of our OPWC and other qualifying infrastructure grant dollars toward the build out of the infrastructure necessary for this development.

I have attached a bit more information provided by Habitat for review.

Therefore, I am requesting a committee of the whole meeting be called for the evening of either August 9<sup>th</sup> or 10<sup>th</sup> to discuss this further.

Sincerely,

  
Christina M. Muryn  
Mayor





We Build Community.  
Shelter. Strength. Stability.

**Introducing HOPE SPRINGS –**

*a Habitat for Humanity neighborhood initiative to decrease the deficit in workforce housing in Findlay*



**WHAT:**

Habitat for Humanity is excited to announce the creation of Hope Springs – a pocket neighborhood that will provide 68 homes for Habitat families and entry-level market-rate buyers in a community that is an innovative approach to providing affordable housing. Hope Springs is designed to encourage interaction in a diverse, closely-knit community, creating what research shows are economic, social, and educational benefits for our entire region.



Located in Findlay in the West Park community, Hope Springs is a 26-acre development that will provide an increasingly rare opportunity for aspiring homebuyers to purchase a home at an entry-level price range where there currently is low inventory in our area.

**A Pocket Neighborhood:** clustered groups of neighboring houses gathered around a shared open space — a garden courtyard, playground, water feature, a pedestrian street, a series of joined backyards, etc — all of which have a clear sense of territory and shared stewardship and community.

**WHEN:**

To develop a four phase 26.17-acre affordable housing community comprised of 68 homes for low to moderate income families built out over 10 years.

**TIMELINE:**

Requesting the Land & Funding Partners:	2023
Land Development, Infrastructure & Construction Center Build – Out	2024
House #1 – #20 (6 – 7 homes per year)	2025 – 2027
House #21 - #40	2028 - 2030
House #41 - #60	2031 - 2033
House #61 – 68, Playground, Conversion of Construction Center to Community Center	2034

**WHERE:**

## Project Area



We **BUILD** Community  
Shelter. Strength. Stability.

## Project Request

City of Findlay donation:

20.45 acres & 5.72 acres

Parcel ID	61000051400
Map Number	101026218003000
Property Address	CARLIN ST FINDLAY OH 45840
Brief Tax Description	T1N R10 S26 S PT W1/2 NW1/4 E1-75

Parcel ID	210001029225
Map Number	101026218002000
Property Address	CARLIN ST FINDLAY OH 45840
Brief Tax Description	T1N R10 S26 PT NW1/4 NW1/4



We **BUILD** Community  
Shelter. Strength. Stability.

Honorable City Council  
Findlay, OH 45840

July 26, 2023

RE: Fire STRICT Facility, 31994900

Dear Council Members,

Earlier this year the Findlay Fire Department received a \$15,000 donation from Findlay Kiwanis Club to go towards the Search House in the new STRICT Center. The donated funds will be going towards the building materials that will be needed to construct a simulated Search House inside the new STRICT Center.

The Search House is planned to be constructed in late fall, after the STRICT Center is completed and final punchlist are performed.


At this time it is desired to appropriate the donated funds into the STRICT Center project for future use.

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

<b>From: General Fund (various contributions and donations)</b>	<b>\$15,000</b>
To: Fire STRICT Facility Project No. 31994900	\$15,000

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

Sincerely,

  
Jeremy Kalb, P.E.  
City Engineer

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



**Committee Members:**

- Jeff Wobser, at-large – Committee Chair
- Randy Greeno, at-large
- Dennis Hellmann, ward 2
- Grant Russel, at-large
- Beth Warnecke, ward 3
- Mayor Christina Muryn
- Jim Staschiak, Auditor

**Staff:**

- J. Hohman
- 
- 
- 

**Guests:**

Meeting Start Time: ~~3:30~~ 4:06  
Meeting End Time: \_\_\_\_\_

**Agenda:**

Call to Order

Roll Call

Approval of Minutes

New Items

Continue the Strategic Planning process.

Adjournment

  
\_\_\_\_\_  
Jeff Wobser, Strategic Planning Committee Chair




**COMMITTEE REPORT**  
**THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO**


The **STRATEGIC PLANNING COMMITTEE** met on July 18, 2023 to continue discussing the Strategic Planning process.

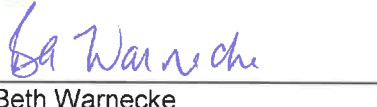
We recommend: *To send The final draft of The Strategic plan to council for approval.*

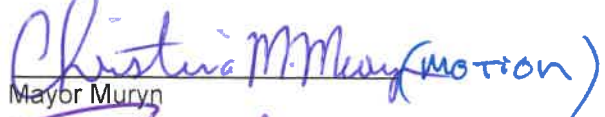
Aye  Nay   
Jeff Wobser, Chairman

Aye  Nay   
Randy Greeno

Aye  Nay   
Dennis Hellmann

Aye  Nay   
Grant Russel

Aye  Nay   
Beth Warnecke

Aye  Nay   
Mayor Muryn

Aye  Nay   
Auditor Staschiak

LEGISLATION: \_\_\_\_\_

DATE: July 18, 2023

COMMITTEE: STRATEGIC PLANNING

**Committee Members:**

- Randy Greeno, at-large – Committee Chair
- Joshua Palmer, Ward 7
- Grant Russel, at-large

**Staff:**

- Tammy Kirkpatrick, Billing Supervisor
- Jason Phillips, Water Treatment & Distribution Superintendent
- Dave Beach, WPCC Superintendent
- Jeremy Kalb, City Engineer

Meeting Start Time: 3:01

Meeting End Time: 3:49

**Guests:**

Beth Warnecke  
Mayor Muryn

**Agenda:**

Call to Order

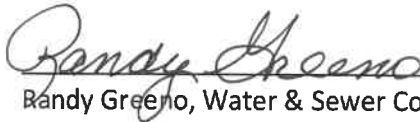
Roll Call

New Items

Discuss water billing adjustment

Josh Slough  
Charlie Williams  
Rick Hutton  
Carol Roessing  
Erika Bovi Hon  
Ginger Sampson  
Jenina Gillen  
Jeff Wobser  
Elena Hartman  
Holly Frische

Adjournment

  
Randy Greeno, Water & Sewer Committee Chair

# COMMITTEE REPORT

## THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO

The **WATER AND SEWER COMMITTEE** met on July 26, 2023 to discuss water billing adjustments.

We recommend *the water Department offer a payment plan of up to 24 months for excessively high bills due to water transmitter project.*

*Also any accounts with a 500% variance from the previous to most recent bill is eligible for up to 75% of lost water cost to be waived.*

Aye \_\_\_ Nay Randy Greeno *Randy Greeno* Second  
LEGISLATION: \_\_\_\_\_

Aye \_\_\_ Nay Josh Palmer *Josh Palmer* Motion  
DATED: July 26, 2023

\_\_\_ Aye \_\_\_ Nay Grant Russel *Absent*  
COMMITTEE:  
WATER & SEWER

**Committee Members:**

- Jeff Wobser, at large – Committee Chair
- Randy Greeno, at-Large
- Jim Niemeyer, Ward 6
- Josh Palmer, Ward 7
- Beth Warnecke, Ward 3

**Staff:**

- James Staschiak, City Auditor
- Christina Muryn, Mayor
- Rob Martin, Service-Safety Director
- Donald Rasmussen, Law Director
- 

Meeting Start Time: 12:00

Meeting End Time: 12:18

**Guests:**

Holly Frische  
Ginger Saugson  
Jason Phillips  
Jeremy Kalb  
Tyler Risner

**Agenda:**

**Call to Order**

**Roll Call**

**Approval of Minutes**

**New Items**

1. Water Department truck purchase

**Adjournment**



Jeff Wobser, Appropriations Committee Chair

# COMMITTEE REPORT

## THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO


The **APPROPRIATIONS COMMITTEE** to whom was referred a request to discuss the Water Department truck purchase.

*We recommend To Council To Acknowledge That in Ord. 2023-069 There will be and additional service bed ~~and~~ from a different vendor added to the truck and purchase.*


Aye  Nay

  
Jeff Wobser, Chairman

Aye  Nay

  
Randy Greeno (Second)


Aye  Nay

  
Jim Niemeyer

Aye  Nay

  
Josh Palmer

Aye  Nay

  
Beth Warnecke (Motion)

**APPROPRIATIONS COMMITTEE**

**DATE: July 27, 2023**

**LEGISLATION \_\_\_\_\_**

**FINDLAY CITY COUNCIL  
CARRY-OVER LEGISLATION  
AUGUST 1, 2023**

**RESOLUTION NO. 016-2023** (*Phase 2 Benching Project – environmental work - testing*) **requires three (3) readings** **second reading**  
A RESOLUTION TRANSFERRING FUNDS WITHIN APPROPRIATED FUNDS, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-043** (*Phase 2 benching project*) **requires three (3) readings** **tabled after third reading on 5/16/23**  
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ACCEPT PERMANENT OWNERSHIP OF PROPERTIES IN ORDER FOR THE BOARD OF COMMISSIONERS OF HANCOCK COUNTY, OHIO, TO TRANSFER THE PARCELS LISTED ON THE ATTACHED EXHIBIT TO THE CITY OF FINDLAY, OHIO AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-063** (*219 Hurd Ave rezone*) **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 REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 219 HURD AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "I-1 LIGHT INDUSTRIAL" TO "R-3 SMALL LOT RESIDENTIAL".

**ORDINANCE NO. 2023-064** (*0 W McPherson Ave rezone*) **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 REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 0 WEST MCPHERSON AVENUE, PARCEL NO. 600000302210 REZONE) WHICH PREVIOUSLY WAS ZONED "O1 OFFICES/INSTITUTIONS" TO "M2 MULTI-FAMILY, HIGH DENSITY".

**ORDINANCE NO. 2023-065** (*ARPA Fund third appropriation of 2023*) **requires three (3) readings** **third reading**  
AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE CONSTRUCTION OF VARIOUS PROJECTS LISTED BELOW, APPROPRIATING AND TRANSFERRING FUNDS THERETO, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-068** (*annual bids and contracts*) **requires three (3) readings** **third reading**  
AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS, WITH OPTION YEARS, FOR THE PURCHASE OF THE MATERIALS, CHEMICALS, AND SERVICE AGREEMENTS NEEDED BY THE VARIOUS DEPARTMENTS OF THE CITY OF FINDLAY, OHIO COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-071** (*Downtown Recreation Area – design & engineering*) **requires three (3) readings** **second reading**  
AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ENTER INTO A CONTRACT WITH STRAND & ASSOCIATES, INC. TO PROVIDE DESIGN AND ENGINEERING SERVICES OF THE DOWNTOWN RECREATION AREA PHASE II BENCHING OF THE BLANCHARD RIVER, PROJECT NO. 31913700, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2023-072** (*FCS storage unit MOU*) **requires three (3) readings** **second reading**  
AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING GRANTING THE CITY OF FINDLAY PERMISSION TO STORE VARIOUS CITY EQUIPMENT IN THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION'S VACANT BUILDING LOCATED AT 0 BLANCHARD AVENUE (PARCEL NO. 610001017675) AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.

**RESOLUTION NO. 016-2023**

**A RESOLUTION TRANSFERRING FUNDS WITHIN APPROPRIATED FUNDS, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT RESOLVED 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 Auditor of the City of Findlay, Ohio is hereby authorized to transfer the following sums to the following accounts and/or projects:

FROM: Demolition Program, *Project No. #31925800* \$ 100,000.00  
TO: Phase 2 Benching Environmental, *Project No. #31933000* \$ 100,000.00

SECTION 2: That this Resolution 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 authorize said transfer of funds so that environmental work (testing) for the Phase 2 of the Benching Project of the Downtown Recreation Area may begin.

WHEREFORE, this Resolution 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. 2023-043**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ACCEPT PERMANENT OWNERSHIP OF PROPERTIES IN ORDER FOR THE BOARD OF COMMISSIONERS OF HANCOCK COUNTY, OHIO, TO TRANSFER THE PARCELS LISTED ON THE ATTACHED EXHIBIT TO THE CITY OF FINDLAY, OHIO 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 Mayor of the City of Findlay, Ohio be and she is hereby authorized to execute any and all documents as necessary to accept ownership from the Board of Commissioners of Hancock County, Ohio to transfer the parcels listed on the attached Exhibit to the City of Findlay, Ohio.

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 that it is immediately necessary to authorize the said signing of a contract or contract so that the listed parcels may be transferred to the City of Findlay.

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 \_\_\_\_\_



**TRANSFER TO CITY FOR ADD'L BENCH**

PROPERTY ADDRESS

PARCEL NO.

**PURCHASED THROUGH FEMA GRANTS**

130 MAIN STREET NORTH	570000200100
139 MAIN STREET NORTH	560000190510
321 CLINTON CT	560000171290
321 CLINTON CT	560000171300
321 CLINTON CT	560000191170
321 CLINTON CT	560001018760
321 CLINTON CT	210001028375

**OTHER PURCHASES**

108 JEFFERSON ST	210001028374
108 JEFFERSON ST	210001028376
127 TAYLOR ST	210001028864
127 TAYLOR ST	210001028865
131 MAIN ST NORTH	560000190490
133 MAIN ST NORTH	560000190500
122 JEFFERSON ST	560000191050
122 JEFFERSON ST	560000191110
117 TAYLOR ST	560000191120
122 JEFFERSON ST	560001008066
204 MAIN STREET NORTH	570000200060
202 MAIN STREET NORTH	570000200070
136 MAIN STREET NORTH	570000200080
0 MAIN ST NORTH	570000200090
129 MAIN ST NORTH	570000200110
0 MAIN ST NORTH	570000200120
0 MAIN ST NORTH	570000200130
0 MAIN ST NORTH	570000200140
0 MAIN ST NORTH	570000200150
0 MAIN ST NORTH	570000200160
0 MAIN ST NORTH	570000200170
131 CORY ST NORTH	570000200180
137 MEEKS AVE	570000200230
201 MEEKS CT	570000200240
206 MEEKS CT	570000200250
210 MEEKS CT	570000200260
0 MEEKS CT	570000200280
141 MEEKS AVE	570000200290
202 CORY ST NORTH	570000200310

**TRANSFER TO CITY FOR ADD'L BENCH**

<u>PROPERTY ADDRESS</u>	<u>PARCEL NO.</u>
200 CORY ST NORTH	570000200320
121 CLINTON CT	580000243220
123 CLINTON CT	580000243230
125 CLINTON CT	580000243240
133 CLINTON CT	580000243260
135 CLINTON CT	580000243270
201 CLINTON CT	580000243280
203 CLINTON CT	580000243290
207 CLINTON CT	580000243310
211 CLINTON CT	580000243320
215 CLINTON CT	580000243330
125 MAIN ST NORTH	590000280320
123 MAIN ST NORTH	590000280330
121 MAIN ST NORTH	590000280340
119 MAIN ST NORTH	590000280350
117 MAIN ST NORTH	590000280360
115 MAIN ST NORTH	590000280370
0 MAIN ST NORTH	590000280400
0 MAIN ST NORTH	590000280410
0 MAIN ST NORTH	590000923230
120 MAIN ST NORTH	590001021127
125 R N MAIN ST	610000340930
221 CLINTON CT	610000341270
122 TAYLOR ST	610000341280
219 CLINTON CT	610000341680
126 TAYLOR ST	610000342170
217 CLINTON CT	610000342380
123 R N MAIN ST	610000342510
117 R N MAIN ST	610000350000
0 MAIN ST NORTH	610000926450
115 R N MAIN ST	610000926891
0 CLINTON CT	610001000364
121 R N MAIN ST	610001000371
119 R N MAIN ST	610001000372
0 MAIN ST NORTH	610001013284

**ORDINANCE NO. 2023-063**

**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 219 HURD AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "I-1 LIGHT INDUSTRIAL" TO "R-3 SMALL LOT RESIDENTIAL".**

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That the following described parcel:

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

Being a part of Lot #645 N75FT in the Vance Addition.

Be and the same is hereby rezoned from its respective zoning classifications to R-3 Small Lot Residential.

SECTION 2: That from and after the effective date of this ordinance, said parcel above described herein shall be subject to R-3 Small Lot Residential regulations.

SECTION 3: 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 \_\_\_\_\_

**ORDINANCE NO. 2023-064**

**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 0 WEST MCPHERSON AVENUE, PARCEL NO. 600000302210 REZONE) WHICH PREVIOUSLY WAS ZONED "O1 OFFICES/INSTITUTIONS" TO "M2 MULTI-FAMILY, HIGH DENSITY".**

BE IT ORDAINED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That the following described parcel:

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

Being a part of Lot #17413-17414 and #17415 W75FT in the Summit Addition.

Be and the same is hereby rezoned from its respective zoning classifications to M2 Multi-Family, High Density.

SECTION 2: That from and after the effective date of this ordinance, said parcel above described herein shall be subject to M2 Multi-Family, High Density regulations.

SECTION 3: 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 \_\_\_\_\_

**ORDINANCE NO. 2023-065**

**AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE CONSTRUCTION OF VARIOUS PROJECTS LISTED BELOW, APPROPRIATING AND TRANSFERRING FUNDS THERETO, 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 Mayor, Service-Safety Director and/or City Engineer of the City of Findlay, Ohio be and they are hereby authorized to advertise for bids and enter into contracts in order for American Rescue Plan Act (ARPA) Funds to be utilized to purchase various items for the designated various projects listed below.

SECTION 2: That to pay for the costs of said equipment purchases and project construction, there is hereby appropriated and transferred the following:

FROM:	ARPA Fund	\$ 1,162,500.00
TO:	Emory Fort Findlay Playground Upgrade #31931200	\$ 550,000.00
TO:	Parking Training/Restroom Remodel #31912000	\$ 250,000.00
TO:	2023 Sidewalk Improvement Program #31932700	\$ 40,000.00
TO:	ARPA Police Vehicle Purchase 2024 #31932600	\$ 322,500.00

SECTION 3: 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 authorize said entering into a contracts and to appropriate and transfer funds so that ARPA Funds may be utilized for various items for designated various projects.

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. 2023-068**

**AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS, WITH OPTION YEARS, FOR THE PURCHASE OF THE MATERIALS, CHEMICALS, AND SERVICE AGREEMENTS NEEDED BY THE VARIOUS DEPARTMENTS OF THE CITY OF FINDLAY, OHIO COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.**

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

SECTION 1: That the Mayor and/or Service-Safety Director of the City of Findlay, Ohio, be and they are hereby authorized to advertise for bids and enter into contracts with a one year renewal option for the purchase of the materials, chemicals and service agreements needed by the various departments of the City of Findlay, Ohio, commencing January 1, 2024.

SECTION 2: That 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 that it is immediately necessary to furnish new materials, chemicals and service agreements for the various operating departments of the City of Findlay to continue their various essential services to its inhabitants;

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. 2023-071**

**AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR, AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO TO ENTER INTO A CONTRACT WITH STRAND & ASSOCIATES, INC. TO PROVIDE DESIGN AND ENGINEERING SERVICES OF THE DOWNTOWN RECREATION AREA PHASE II BENCHING OF THE BLANCHARD RIVER, PROJECT NO. 31913700, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, 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	\$ 1,500,000.00
TO:	Downtown Recreation Area, <i>Project No. 31913700</i>	\$ 1,500,000.00

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 authorize said entering into a contract with Strand & Associates, Inc., and to appropriate said funds so that design and engineering services of the Downtown Recreation Area Phase II Benching of the Blanchard River project may begin,

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. 2023-072**

**AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING GRANTING THE CITY OF FINDLAY PERMISSION TO STORE VARIOUS CITY EQUIPMENT IN THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION'S VACANT BUILDING LOCATED AT 0 BLANCHARD AVENUE (PARCEL NO. 610001017675) AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, 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 and/or Service-Safety Director of the City of Findlay, Ohio be and they are hereby authorized to enter into a Memorandum of Understanding (MOU), hereto attached as Exhibit A to store various City equipment in the Findlay City School District Board of Education's vacant building located at 0 Blanchard Avenue (parcel no. 610001017675) as set forth in the attached Agreement hereto as Exhibit B.

SECTION 2: That the City of Findlay agrees to provide optional demolition services as outlined in the Option for Demolition Services agreement as set forth in the attached Option for Demolition Services hereto as Exhibit C.

SECTION 3: That 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 enter into said MOU so that the City of Findlay may store various City equipment in the Findlay City School District Board of Education's vacant building located at 0 Blanchard Avenue (parcel no. 610001017675) at no cost, and in exchange, the City of Findlay will install asphalt and concrete around Findlay City High School athletic fields, with the possibility of later demolishing certain improvements as described in Exhibit C of said Option for Demolition Services.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED \_\_\_\_\_



**Memorandum of Understanding**

This Agreement is made and entered into by and between the City of Findlay, Hancock County, Ohio (hereinafter "City") and Findlay City Schools (hereinafter "FCS").

Whereas, it is the intention of FCS to install asphalt surface driveway access around the athletic fields on the Findlay High School campus. *This pathway will create a safe and efficient ingress/egress for Safety Service Vehicles during emergency response as well as ADA accessible routes;* and,

Whereas, City has agreed to provide the necessary labor to *install necessary concrete sidewalks and pave asphalt surface course located on FCS High School Athletic complex (Attachment A).*

Now, Therefore, it is the agreement of the parties as follows:

FCS shall provide all material for construction of said project at no cost to the City.

City shall provide all labor necessary to install agreed upon *asphalt driveway and concrete sidewalks for FCS athletic complex.*

*City Engineering Department shall review and approve all storm water drainage patterns.*

FCS shall retain ownership of LAND.

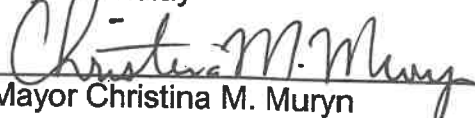
IN WITNESS WHEREOF, the undersigned have caused to be executed this Agreement on the date last written below.

Findlay City Schools

  
NAME \_\_\_\_\_

Date: 5/19/23

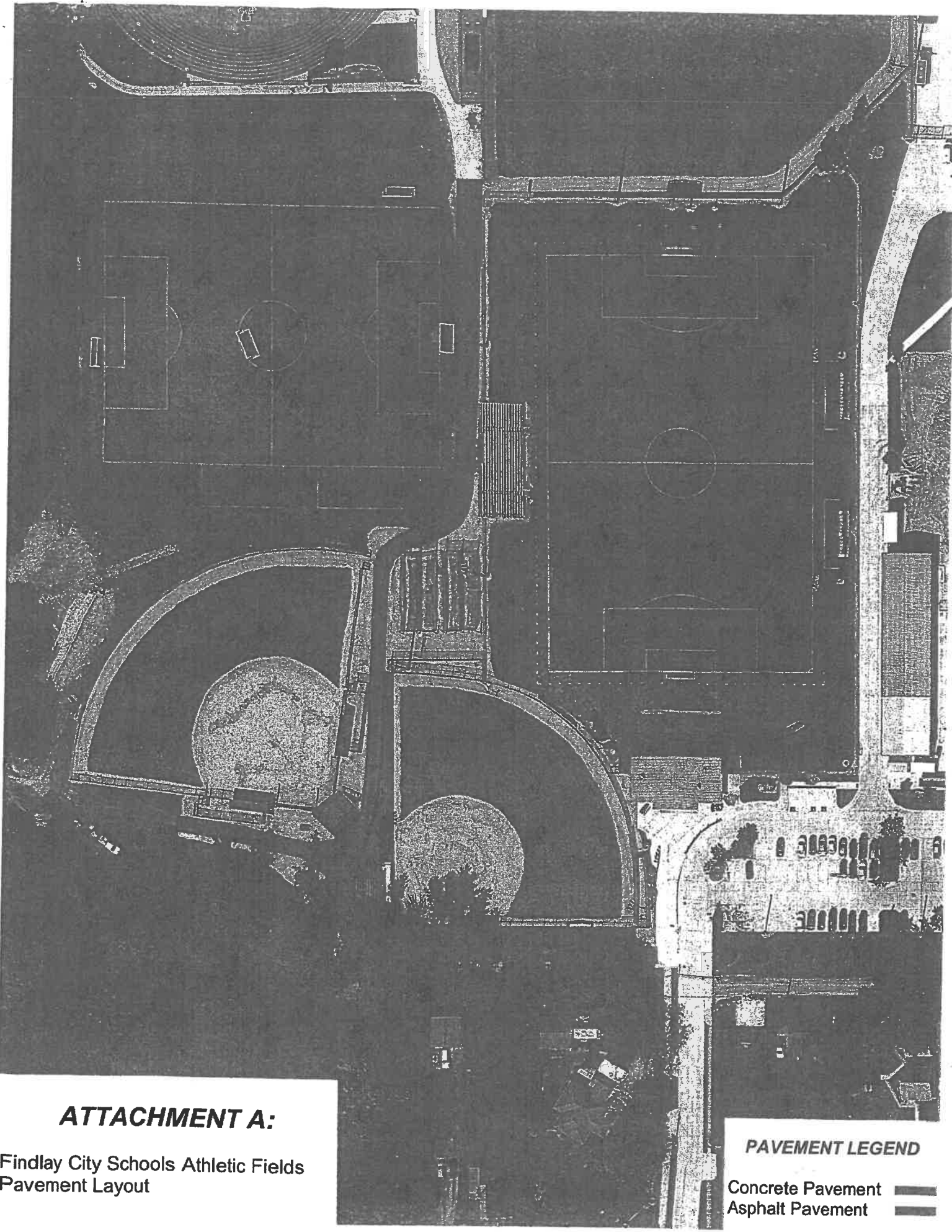
City of Findlay

  
Mayor Christina M. Muryn

Date: 04/19/2023

  
Don Rasmussen Law Director

Date: 4/19/23

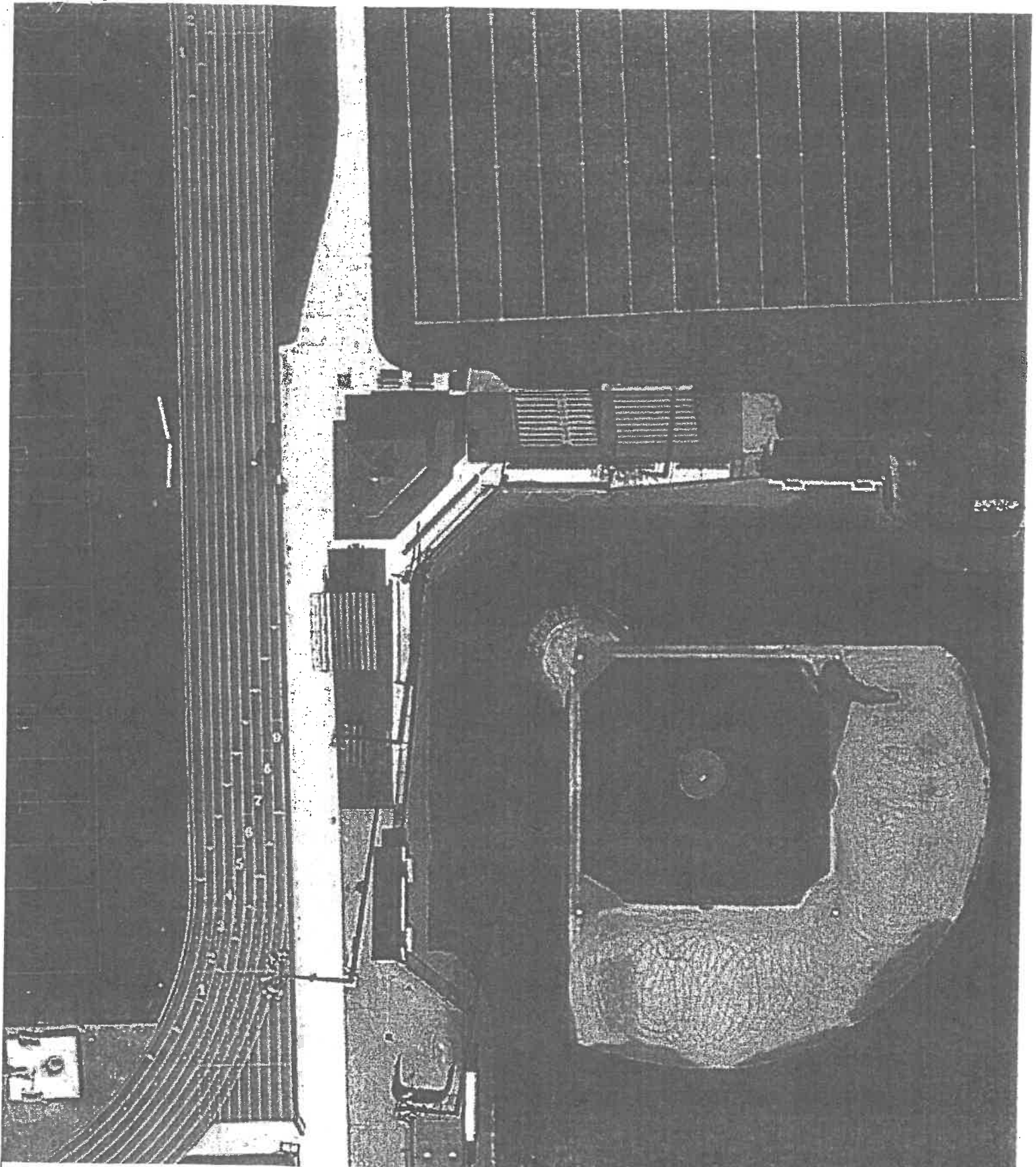


**ATTACHMENT A:**

Findlay City Schools Athletic Fields  
Pavement Layout

**PAVEMENT LEGEND**

- Concrete Pavement 
- Asphalt Pavement 

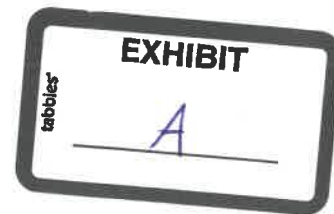


## **ATTACHMENT A:**

Findlay City Schools Athletic Fields  
Pavement Layout

### **PAVEMENT LEGEND**

Concrete Pavement   
Asphalt Pavement 



## MEMORANDUM OF UNDERSTANDING

between

**THE CITY OF FINDLAY, OHIO**

and the

**FINDLAY CITY SCHOOL DISTRICT**

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by and between the City of Findlay (hereinafter referred to as "CITY") and the Findlay City School District (hereinafter referred to as "FCS").

**WHEREAS**, FCS agrees to grant the CITY permission to utilize their currently vacant building located at 0 Blanchard Avenue (parcel no. 610001017675) for cold storage for the foreseeable future, and;

**WHEREAS**, FCS is allowing the CITY to use said storage building, owned by FCS, at no cost to the CITY, and;

**WHEREAS**, CITY will have full access to said FCS building, therefore, CITY is not liable for said building damage or loss during CITY's use, and;

**WHEREAS**, FCS is not liable for City-owned property that is lost or damaged while stored in said building during the terms of the contract, and;

**WHEREAS**, CITY will provide adequate insurance to cover CITY-owned property stored in FCS building on said property, and;

**WHEREAS**, the Service-Safety Director of the City of Findlay, Ohio is hereby authorized to enter into a contract for storage use of the aforementioned FCS building, and;

**WHEREAS**, said contract shall be renewable in December of each year for a one (1) year calendar term of January 1<sup>st</sup> through December 31<sup>st</sup> of each year with FCS reserving the right to revoke said contract within thirty (30) days of written notice to CITY, and;

**NOW, THEREFORE**, it is mutually agreed between the aforementioned parties to enter into a contract for the City of Findlay, Ohio to utilize Findlay City School District's building for storage use, renewable each year.

City of Findlay:

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Christina M. Murn, Mayor

---

Matt Cooper, Findlay City School District

---

Robert Martin, Service-Safety Director

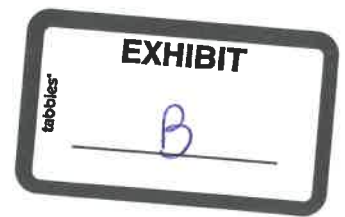
Approved as to form:

---

Donald J. Rasmussen, Law Director

This Instrument Prepared By: Donald J. Rasmussen, Director of Law  
City of Findlay  
318 Dorney Plaza, Room 310  
Findlay, Ohio 45840  
(419) 429-7338





## AGREEMENT

THIS AGREEMENT is made and entered into on the date of the last signature below ("Effective Date") by and between THE CITY OF FINDLAY, OHIO ("City"), and THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Board").

In consideration of mutual promises and benefits set forth herein, the Board will permit the City to store certain vehicles and equipment (collectively "Equipment") on the Board's property described herein ("Premises") in accordance with the following terms and conditions:

1. THE PREMISES: For purposes of this Agreement, the Premises in question shall be the Board's former bus garage known as Parcel Numbers 610001017675, 610001016736, 610000926910 in the records of the Hancock County, Ohio, Auditor. The Premises shall include the garage structure and the connected parking area(s) and/or driveway(s).
2. TERM AND TERMINATION: This Agreement shall be effective from the Effective Date and continue for a period of one (1) year ("Term"). This Agreement may be renewed for additional one (1) year periods upon the signed, written agreement of the City and the Board (each, a "Renewal Term"). In no case, except by further written agreement of the parties, shall the combined Term and Renewal Terms exceed five (5) years. Either party may terminate this Agreement for breach by the other party if, after prior written notice is given by the nonbreaching party, the breaching party fails to remedy or correct the breach within thirty (30) days. Furthermore, the Board may terminate this Agreement at any time and for any reason by giving City fourteen (14) days' advance written notice. The parties may further terminate this Agreement by mutual written agreement.
3. USE OF PREMISES: The Board grants to the City a non-exclusive, non-transferable, terminable right to store Equipment (as described more specifically in Exhibit A hereto) on or in the Premises during the Term of this Agreement. City shall have no other rights or interest in the Premises other than that which is necessary to move the Equipment onto/into and/or out of the Premises. The City shall have reasonable rights of access to the Premises as required to move and/or access the Equipment; however, these shall be subservient to any activities on or in, or use of, the Premises by the Board.

The City shall not be permitted to utilize the Premises for any other purpose and the City shall not utilize the Premises for any purpose contrary to law or the rules or regulations of any public authority, including zoning restrictions, or in any manner so as to increase the cost of hazard insurance. The City shall not store, maintain, or bring hazardous materials on the Premises. The Board shall, in its sole discretion, determine whether an item present on the Premises is a "hazardous material." The City shall not permit members of the public to enter the Premises. The City shall, at its sole cost and expense, be responsible for the care and safeguarding of any Equipment or any other personal property the City brings to and/or stores in or on the Premises.

The City shall at all times abide by all regulations, rules, Board policies, and administrative guidelines of the Board while using and accessing the Premises. The City shall not place anything on the roof or exterior walls of the Premises without the Board's prior written consent.

4. CONSIDERATION: In exchange for the rights conveyed herein to City by the Board, the City shall: (a) execute the Option for Demolition Services attached hereto as Exhibit B; (b) provide the Demolition Services pursuant to Exhibit B (the Option for Demolition Services); and (c) provide such other good and valuable consideration as the parties may agree to from time to time.
5. CONDITION OF PREMISES: The Board is making the Premises available for the City's use herein in an "as-is" condition. The Board makes no, and disclaims all, warranties and/or representations regarding the condition of the Premises and/or its fitness for the City's intended use. This notwithstanding, if the City's use of the Premises, or activities therein or upon, causes loss, damage, disturbance, or harm to the Premises, or any adjacent property of the Board, the City shall repair and/or restore the Premises and/or any of the Board's adjacent property at its sole cost and expense.
6. INSURANCE AND LIABILITY: The City agrees that it shall be liable for any and all claims, harms, losses, and/or other injuries or outcomes, including any governmental order or action, that relate to and/or result from its use of the Premises under this Agreement, including any environmental issues (including for, but not limited to "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.)). Should damage result to the Board's surrounding property as a result of the City's use of the Premises at any point in the future, City shall, at its sole cost and expense, remedy the damage to the Board's property. The provisions of this Section shall survive termination of this Agreement.

The City represents and warrants that prior to entering the Premises it shall procure and maintain, or cause any contractor performing work on the Premises to procure and maintain, a policy of insurance covering City's use of the Premises, including any and all personnel, and Equipment and other personal property to be brought or stored in or upon the Premises. Such insurance shall name the Board as an additional insured. For purposes of clarity, the Board shall not carry or provide any insurance coverage with respect to the City, its Equipment, personnel, and/or any other personal property present or stored in or upon the Premises.

7. INDEPENDENT CONTRACTOR: City acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the Board. City further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of



the Board with respect to any federal, state or local laws. City shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS/OPERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of City's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

8. ASSIGNMENT: The City shall not assign this Agreement without the Board's prior written consent. In the event of such consent, the assignee shall agree in writing to keep and perform all of the obligations of the City arising under the Agreement. Such assignment shall not relieve the City from its liability and obligation under this Agreement.
9. NOTICES: All notices which are required for either party to serve upon the other shall be effectively served if personally delivered, sent by electronic mail to the other party's authorized designee, or sent by certified mail, return receipt requested, to the addresses set forth on the signature page hereof. Either party may, from time to time by written notice given to the other party, specify a new address to which any such notice shall thereafter be sent.
10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue shall be Hancock County, Ohio.
11. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the Board and City that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.
12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Board and City with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between the Board and City in connection with the subject matter hereof. No officer, employee or other servant or agent of City or the Board is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon City or the Board unless in writing and signed by the party affected.

13. MUTUAL DRAFTING: Each party acknowledges that it has had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
14. DUPLICATE ORIGINALS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date last written below.

CITY OF FINDLAY, OHIO

FINDLAY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
ROB MARTIN

By:   
\_\_\_\_\_  
KRISTA MILLER

Its: Service Safety Director

Its: Interim Superintendent

5-18-23  
\_\_\_\_\_  
DATE

5-23-23  
\_\_\_\_\_  
DATE

ADDRESS: 318 Dorney Plaza  
Findlay, OH 45840

ADDRESS: 1100 Broad Avenue  
Findlay, OH 45840

DESIGNEE:  
EMAIL:

DESIGNEE:  
EMAIL:



OFFICE OF  
THE MAYOR  
CHRISTINA M. MURYN

Rob Martin BSN, MBA  
Service-Safety Director

## EXHIBIT A

### Equipment stored at the Old School Bus Garage

#### Public Works Items:

1. Durapatcher
2. Small Tar Kettle
3. Bomag Paver
4. Cube Bus
5. Crack sealer
6. #584 Grader
7. #79 Backhoe
8. #362 Stencil Truck
9. 2023 new international dump truck
10. # 73 Bucket Truck
11. # 128 International Dump Truck
12. #536 Tar Truck
13. #577 Semi and low boy
14. #559 Cat Paver
15. #74 Little Bucket Truck
16. #507 Traffic bucket Truck

#### Police Dept Items:

1. K9 Course and Dog Food
2. National Night Out Items
3. Crime Prevention Trailer

#### Fire Dept Items:

1. Crib and Shoring Rescue Trailer
2. Engine .5 little fire truck

**EXHIBIT B**

**[INSERT OPTION AGREEMENT]**

## OPTION FOR DEMOLITION SERVICES

This Option for Demolition Services (the "Agreement") is entered as of the date of the last signature set forth below ("Effective Date") by and between THE CITY OF FINDLAY, OHIO ("City"), and THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Board").

1. TERM: The term of this Agreement begins on the Effective Date and will expire five (5) calendar years therefrom, ("Expiration Date") unless extended upon agreement of the Parties.
2. OPTION FEE: In consideration of the Option granted by this Agreement, the Board shall pay the City a nonrefundable option fee of One Hundred Dollars (\$100).
3. GRANT OF OPTION: In consideration of the Option Fee, and as due consideration for the rights afforded the City pursuant to the Agreement between the parties, dated 5/23/2023 ("Bus Garage Agreement"), the City grants the Board the option to contract with the City, at no cost to the Board, for the City to demolish certain improvements described in Exhibit A, hereto ("Improvements") upon the Premises consistent with the terms and conditions set forth in this Agreement.
4. EXERCISE OF OPTION: At any time following the termination of the Bus Garage Agreement for any reason, but otherwise within the Term of this Agreement, the Board shall have the option to contract with the City, as set forth herein, for the City to demolish the Improvements.
5. DEMOLITION OF IMPROVEMENTS: Upon the Board's exercise of the Option set forth herein, the City, at no cost to the Board, shall proceed to demolish the Improvements upon the Premises as follows:
  - a. Preparation. The City and the Board shall jointly develop, in consultation with any and all appropriate consultants, engineers, contractors, and/or governmental authorities, a demolition plan documenting all steps and procedures for the demolition of the improvements (the "Demolition Plan"). As part of the Demolition Plan, (i) the City shall make any and all necessary preparations to, on, or of the Premises and/or Improvements to adequately and appropriately prepare the Improvements for demolition; and (ii) the Board shall be responsible, prior to demolition, for the removal and/or relocation of any portions of the Improvements, and/or any personal property on or in the Improvements which the Board wishes to preserve.
  - b. Demolition. The City shall carry out the Demolition Plan and all necessary and related demolition work using any and all necessary equipment, personnel, and other resources as the City determines, in its reasonable discretion, to be necessary for the completion of such work.
  - c. Remediation and Restoration. Following demolition of the Improvements, the City shall use commercially reasonable efforts to remove any and all debris, rubble, garbage, and/or any other remaining pieces of the Improvements from the Premises

within a reasonable amount of time. At the direction of the Superintendent, the City shall repair the site following demolition and do all necessary grading and moving of any dirt, soil, and/or gravel on the Premises. The Board will be responsible for any landfill dump fees it incurs:

- d. Expectations. The City shall perform all work described in this Agreement at no cost to the Board, in a good and workmanlike manner, and in accordance with all applicable laws, regulations, and industry standards. The Superintendent shall determine, in his or her/ sole discretion, when all necessary and required work has been satisfactorily completed. The City's obligations under this Agreement will be considered fulfilled only upon written notice from the Superintendent. The City agrees that it shall use all commercially reasonable efforts to minimize interference with the use and occupancy of the Board's adjacent property, buildings, and/or surrounding areas (as applicable).
6. INSURANCE AND LIABILITY: The City agrees that it shall be liable for any and all claims, harms, losses, and/or other injuries or outcomes, including any governmental order or action, that relate to and/or result from any and all work to be performed on the Improvements and/or Premises under this Agreement, including any environmental issues (including for, but not limited to "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.)). The provisions of this Section shall survive termination of this Agreement.

The City represents and warrants that prior to entering the Premises it shall procure and maintain, or cause any contractor performing work on the Premises to procure and maintain, a policy of insurance covering all of City's work on the Improvements and/or the Premises, including any and all personnel, and equipment and other personal property to be used in or upon the Premises. Such insurance shall name the Board as an additional insured. For purposes of clarity, the Board shall not carry or provide any insurance coverage with respect to the City, its equipment, personnel, and/or any other personal property present or stored in or upon the Premises.

7. INDEPENDENT CONTRACTOR: City acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the Board. City further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of the Board with respect to any federal, state or local laws. City shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS/OPERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of City's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

8. NOTICES: All notices which are required for either party to serve upon the other shall be effectively served if personally delivered, sent by electronic mail to the other party's authorized designee, or sent by certified mail, return receipt requested, to the addresses set forth on the signature page hereof. Either party may, from time to time by written notice given to the other party, specify a new address to which any such notice shall thereafter be sent.
9. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue shall be Hancock County, Ohio.
10. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the Board and City that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.
11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Board and City with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between the Board and City in connection with the subject matter hereof. No officer, employee or other servant or agent of City or the Board is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon City or the Board unless in writing and signed by the party affected.
12. MUTUAL DRAFTING: Each party acknowledges that it has had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
13. DUPLICATE ORIGINALS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date last written below.

CITY OF FINDLAY, OHIO

FINDLAY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
ROB MARTIN

By:

  
\_\_\_\_\_  
KRISTA MILLER

Its: Service Safety Director

5-18-23

DATE

ADDRESS: 318 Dorney Plaza  
Findlay, OH 45840

DESIGNEE:  
EMAIL:

Its: Interim Superintendent

5-23-23

DATE

ADDRESS: 1100 Broad Avenue  
Findlay, OH 45840

DESIGNEE:  
EMAIL:



**EXHIBIT A**

**All improvements to the real property known as Parcel Numbers 610001017675, 610001016736, 610000926910 in the records of the Hancock County, Ohio, Auditor and commonly known as the former bus garage property for the Findlay City School District.**

# 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

AUGUST 1, 2023

THE FOLLOWING IS THE NEW LEGISLATION TO BE PRESENTED TO THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO, AT THE TUESDAY, AUGUST 1, 2023 MEETING.

### **RESOLUTIONS**

018-2023 A RESOLUTION ADOPTING AND IMPLEMENTING THE CITY OF FINDLAY, OHIO STRATEGIC PLAN FRAMEWORK, FINDLAY FORWARD.

### **ORDINANCES**

2023-073 AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT AS SET FORTH IN THE MEMORANDUM OF AGREEMENT ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.

2023-074 AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

**RESOLUTION NO. 018-2023**

**A RESOLUTION ADOPTING AND IMPLEMENTING THE CITY OF FINDLAY, OHIO STRATEGIC PLAN FRAMEWORK, FINDLAY FORWARD.**

WHEREAS, the City of Findlay government recognizes the critical role strategic planning plays in ensuring a safe, well run, thriving and inviting community now and into the future, and;

WHEREAS, the City of Findlay, Ohio has implemented an extensive community engagement process to develop a City government strategic plan, and;

WHEREAS, in January 2018, the Strategic Planning Committee was formed by Findlay City Council to create the framework of the Strategic Plan that is now ready to be adopted and implemented (attached hereto as Exhibit A); and

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

SECTION 1: That Findlay City Council hereby adopts the Findlay Forward Strategic Plan Framework as the foundation of City Government strategic planning and commits to an ongoing process of community engagement, development, evaluation, and implementation of the strategic plan.

WHEREFORE, this Resolution 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. 2023-073**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT AS SET FORTH IN THE MEMORANDUM OF AGREEMENT ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, 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 City of Findlay is desirous to provide cooperative floodplain management efforts with the Blanchard River Watershed to local communities impacted by several recent and severe flood events. One effort is to replace and update the design of the Norfolk Southern Railroad Bridge which crosses the Blanchard River just west of South Cory Street, and;

SECTION 2: That the City of Findlay, the Maumee Watershed Conservancy District, the Hancock County Commissioners, and Norfolk Southern Railroad have collaborated their efforts in finalizing designs, construction plans, and necessary legal documents that are required in order for project construction to begin in 2024, and;

SECTION 3: That 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 enter into said MOA so that the City of Findlay may move forward with a Laydown Agreement between the City of Findlay and the Maumee Watershed Conservancy District for the construction phase of the aforementioned effort. Said Laydown Agreement will be an appendix to the Construction Agreement executed between the Maumee Watershed Conservancy District and Norfolk Southern Railroad.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED \_\_\_\_\_

**ORDINANCE NO. 2023-074**

**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 (various contributions and donations)	\$ 15,000.00
TO:	Fire STRICT Facility #31994900	\$ 15,000.00

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 said funds to the City of Findlay Fire Department so that donated funds may be utilized,

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 \_\_\_\_\_