

FINDLAY CITY COUNCIL AGENDA

REGULAR SESSION

August 7, 2018

COUNCIL CHAMBERS

ROLL CALL of 2018-2019 Councilmembers

ACCEPTANCE/CHANGES TO PREVIOUS CITY COUNCIL MEETING MINUTES:

- Acceptance or changes to the July 17, 2018 Public Hearing minutes for fiscal year 2019 revenue estimates.
- Acceptance or changes to the July 17, 2018 Public Hearing minutes to rezone 221 Lima Avenue via Ordinance No. 2018-059.
- Acceptance or changes to the July 17, 2018 Public Hearing minutes to rezone 239 East Foulke Avenue via Ordinance No. 2018-060.
- Acceptance or changes to the July 17, 2018 Regular Session City Council meeting minutes.

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

PROCLAMATIONS: - none.

RECOGNITION/RETIREMENT RESOLUTIONS: - none.

PETITIONS:

Zoning amendment request – 310 Frazer St

Kenneth Koch, on behalf of KBC Rentals, LLC would like to change the zoning of 310 Frazer Street to R4 Duplex/Triplex. It currently is zoned R3 Single Family, High Density. Needs to be referred to City Planning Commission and Planning & Zoning Committee.

Zoning amendment request – 716 Franklin St

Kenneth Koch, on behalf of KBC Rentals, LLC would like to change the zoning of 310 Frazer Street to R4 Duplex/Triplex. It currently is zoned R2 Single Family, Medium Density. Needs to be referred to City Planning Commission and Planning & Zoning Committee.

WRITTEN COMMUNICATIONS:

Gabrielle Miller – 1701 Windsor Drive

The neighborhood of Country Club Acres request time at the August 7, 2018 meeting to discuss the abandoned property at 1701 Windsor Drive, and a resolution to this desperate, frustrating situation occurring there since 2006.

ORAL COMMUNICATIONS:

Jill McLaughlin – 1701 Windsor Place

REPORTS OF MUNICIPAL OFFICERS AND MUNICIPAL DEPARTMENTS:

Treasurer's Reconciliation Report – June 30, 2018.

Officer/Shareholders Disclosure Form from the Ohio Department of Commerce Division of Liquor Control for Bang A Gong Limited, dba Gathering, located at 235 South Main Street & Patio and 112-114 East Main Cross Street & 3rd floor patio, Findlay, Ohio for a D5 and D6 liquor permits. This requires a vote of Council.

John E. Dunbar, Chief of Police – Bang A Gong Limited, dba Gathering, located at 235 South Main Street & Patio and 112-114 East Main Cross Street & 3rd floor patio, Findlay, Ohio. A check of the records shows no criminal record on the following:
Robin L. Gardner

Airport Advisory Board minutes – April 12, 2018

Traffic Commission minutes – June 18, 2018

City Planning Commission agenda – August 9, 2018; **minutes** – July 12, 2018.

City Income Tax Monthly Collection Report – July 2018.

Service Director/Acting City Engineer Thomas – CSX Facility Encroachment agreement

For one of the sewer separation projects, a new storm sewer across the CSX railroad tracks will be installed. As part of the permit process, the City needs to sign an agreement with CSX. The agreement lists the permit fee, the requirements for maintaining the sewer, etc. Legislation authorizing the Service Director to sign an agreement with CSX in order for a permit to be obtained is requested. Ordinance No. 2018-078 was created.

Safety Director Schmelzer – flood reduction

The benching project for Flood Mitigation has been designed and is out to bid. The draft Memorandum of Understanding (MOU) will be finalized with bid numbers once they are received. This is a big step toward starting flood reduction. The MOU essentially serves as an access and maintenance agreement for the benched area after the project is complete. The Maumee Watershed Conservancy District (MWCD) is requiring this MOU be in place before they execute a contract. The Conservancy District is not interested in maintaining this small of an area. Section II.E. will cause consideration of the transfer of maintenance back to the MWCD if this project is one piece of a larger project in the future. Safety Director Schmelzer had proposed that funds from the Flood Mitigation sales tax be used for a period of years to lessen the impact on the General Fund budget, but was not agreed to by the County Commissioners. He requested a landscape plan for the area that shows the proposed grass species that will be planted and is designed to provide for an aesthetic riparian corridor with low maintenance. The plan can be refined as it gets closed to completion. An old section of sanitary sewer is also being replaced as part of the project. Funding from the Sewer Fund will come under separate legislation. Plans are available for review. The agreement needs to be in place before the bids can be acted upon in mid-August. Legislation authorizing the Safety Director to enter into an agreement with the Maumee Watershed Conservancy District is requested. Ordinance No. 2018-079 was created.

Mayor Mihalik – 428 West Main Cross

The City purchased property at 428 West Main Cross in 2011 for the purpose of housing the City Health Department. The price was approximately two hundred seventy thousand dollars (\$270,000). In 2012, the current administration placed a hold on these costly renovations in order to renew merger discussions of the City and County Health Departments. With much collaboration between the Health Boards, City Administration and Township Trustees, the merger was successful. It has already proven to be a great asset to our community, reducing costs, improving service and pursuing accreditation. Decisions on this property have been on hold until Hancock Public Health could work through final merger steps, and make decisions about the size and scope of a facility suitable for accreditation. The Public Health entity will not choose to purchase the property from the City for this purpose. Investment in the downtown by the public and private sectors, along with our vibrant local economy has caused increased interest in the property. Mayor Mihalik would like to have a discussion about the public auction of the real estate. Before doing so, it is the plan to remove the two (2) significantly impaired structures at the northeast end of the property. Renovation of these structures is not worth the cost. This would also be consistent with City policy related to dilapidated structures. Buildings are to be torn down before the end of summer.

COMMITTEE REPORTS:

The **STREETS, SIDEWALKS, & PARKING COMMITTEE** to whom was referred a request from Councilman Watson to discuss a bicycle ordinance.

We recommend to meet again and continue discussing on August 9th at 5:30pm.

A **COMMITTEE OF THE WHOLE** meeting was held on Thursday, July 19, 2018 to discuss the City's mid-year review.

LEGISLATION:

RESOLUTIONS – none.

ORDINANCES

ORDINANCE NO. 2018-058, AS AMENDED (*Carrol St/Benton St vacation*) **requires three (3) readings** **tabled after second reading on 7/3/18**
AN ORDINANCE VACATING A PORTION OF TWO (2) CERTAIN STREETS (HEREINAFTER REFERED TO AS CARROL STREET AND BENTON STREET VACATION) IN THE CITY OF FINDLAY, OHIO.

ORDINANCE NO. 2018-067 (*zoning code changes*) **requires three (3) readings** **third reading**
AN ORDINANCE REPLACING CHAPTER 1113.15, ENTITLED PUBLIC NOTICE, CHAPTER 1137.04 ENTITLED LOT REQUIREMENTS, CHAPTER 1161.14 ENTITLED ALTERNATIVE ENERGY, AND CHAPTER 1174 ENTITLED DEFINITIONS, ENACTING NEW CHAPTER 1137.05 ENTITLED BUILDING WIDTH, AND RENUMBRING CHAPTER 1137.05 ENTITLED APPLICABLE CHAPTERS TO NOW BE CHAPTER 1137.06, ALL OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO.

ORDINANCE NO. 2018-068 (*Zoning personnel enforcement rights in right-of-way*) **requires three (3) readings** **third reading**
AN ORDINANCE ENABLING THE CITY OF FINDLAY ZONING DEPARTMENT PERSONNEL ENFORCEMENT RIGHTS WITHIN RIGHT-OF-WAY AREAS WITHIN CITY LIMITS, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2018-069 (*Humble Robinson annexation – 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 ZONING THE FOLLOWING DESCRIBED PROPERTY AS I-1 LIGHT INDUSTRIAL AND M-2 MULTIPLE-FAMILY RESIDENTIAL (HEREINAFTER REFERED TO AS THE HUMBLE ROBINSON ANNEXATION).

ORDINANCE NO. 2018-070 (*Humble Robinson annexation – accept & approve the annexation*) **requires three (3) readings** **third reading**
AN ORDINANCE ACCEPTING AND APPROVING AN APPLICATION FOR ANNEXATION OF TERRITORY SITUATED IN THE TOWNSHIP OF MARION, COUNTY OF HANCOCK, STATE OF OHIO, AND SITUATED IN THE SOUTHWEST FOURTH (1/4) OF SECTION 5, T1N, R11E, A TRACT OF LAND CONSISTING OF 49.068 ACRES OF LAND, MORE OR LESS (HEREINAFTER REFERED TO AS THE HUMBLE ROBINSON ANNEXATION).

ORDINANCE NO. 2018-072 (*804 Franklin Ave rezone*) **requires three (3) readings** **second reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 804 FRANKLIN AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "R2 SINGLE FAMILY, MEDIUM DENSITY" TO "R4 DUPLEX/TRIPLEX MULTI-FAMILY".

ORDINANCE NO. 2018-073 (*311 & 311 ½ E Lincoln St rezone*) **requires three (3) readings** **second reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 311 AND 311 ½ EAST LINCOLN STREET REZONE) WHICH PREVIOUSLY WAS ZONED "C2 GENERAL COMMERCIAL" TO "R4 DUPLEX/TRIPLEX".

ORDINANCE NO. 2018-075 (*3rd qtr Capital Improvements appropriations*) **requires three (3) readings** **second reading**
AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS WHERE REQUIRED AND ENTER INTO A CONTRACT OR CONTRACTS FOR CONSTRUCTION OF VARIOUS PROJECTS IN ACCORDANCE WITH THE 2018 DEPARTMENT EQUIPMENT LIST WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, APPROPRIATING FUNDS FOR SAID CAPITAL EXPENDITURES, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2018-077 (*AFG grant for Fire Stations 1 and 4 exhaust removal systems*) **requires three (3) readings** **first reading**
AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO TO WAIVE FORMAL ADVERTISING AND BIDDING REQUIREMENTS AND ENTER INTO A CONTRACT TO ACCEPT GRANT FUNDS FOR THE INSTALLATION OF EXHAUST REMOVAL SYSTEMS FOR THE FINDLAY FIRE DEPARTMENT FIRE STATIONS ONE (1) AND FOUR (4), APPROPRIATING AND TRANSFERRING FUNDS THERETO, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2018-078 (*CSX Facility Encroachment agreement*) **requires three (3) readings** **first reading**
AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO TO SIGN AN AGREEMENT WITH CSX TRANSPORTATION PERMITTING THE CITY OF FINDLAY TO INSTALL A STORM SEWER ACROSS THE CSX RAILROAD TRACKS ON EAST FOULKE AVENUE, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2018-079 (*flood reduction*) **requires three (3) readings** **first reading**
AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT FOR A FLOOD MITIGATION BENCHING PROJECT, AND DECLARING AN EMERGENCY.

UNFINISHED BUSINESS:

OLD BUSINESS
NEW BUSINESS



PETITION FOR ZONING AMENDMENT CITY OF FINDLAY

(Revised May 2017)

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: 310 Frazer

SUBDIVISION: _____

LOT No.(s): _____

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

SIGNATURE	SUBDIVISION	LOT NO.	STREET FRONTAGE

IF NOT LOCATED IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION

EXISTING USE Single family to Duplex

PRESENT ZONING DISTRICT ~~R20~~ R3 Single Family, High Density

PROPOSED ZONING DISTRICT R4 Duplex/Triplex

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 rezoned 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 KBC Rentals, LLC - Kenneth C. Koch

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 PO Box 261 Findlay, OH 45839

Phone No. (Home) (419) 615-9453 (Business) () -

Email: Kochkc@gmail.com

7/25/18
Date

Kenneth C Koch
Signature of contact person

OFFICE USE ONLY

\$250.00 fee paid _____ \$100 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 Property 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. _____

To whom it may concern,

310 Frazer St is constructed as a duplex. It has two front doors with porches that appear to have been there for a very long time, quite possibly since it was built in or around 1900. I understand that at one time the house had 2 addresses, 310 and 312. This request for a zoning change is to make the official zoning designation current and up-to-date with its past and future intended use.

Thank you for considering this request.

Kenneth C. Koch

320
U of F

318
U of F

314
FC Frazer,
LLC

310
Frazer

304
U of F

300
U of F



317
U of F

315
Sultan
Square
Apartments,
LLC

311
RMC
Rentals

307
U of F

303
Hensch
Properties



PETITION FOR ZONING AMENDMENT CITY OF FINDLAY

(Revised May 2017)

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: 716 Franklin SUBDIVISION: _____

LOT No.(s): _____

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

SIGNATURE	SUBDIVISION	LOT NO.	STREET FRONTAGE
<i>[Signature]</i>			701 FRANKLIN
<i>Louise Miller</i>			705 FRANKLIN
<i>[Signature]</i>			706 Franklin Ave.
<i>[Signature]</i>			706 1/2 Franklin Ave.
<i>Kathleen Burger</i>			720 Franklin Ave
			722 FRANKLIN

IF NOT LOCATED IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION

EXISTING USE ~~R2~~ - Single Family to Duplex/Triplex

PRESENT ZONING DISTRICT R2-

PROPOSED ZONING DISTRICT R4 - Duplex/Triplex

ATTACH:

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

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- c. A written statement of the reason for the request and justification for the change.
- d. If the area to be rezoned 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 KBC Rentals - Kenneth C. Koch

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 PO Box 261 Findlay, OH 45839

Phone No. (Home) (419) 615-9453 (Business) () -

Email: kochkc@gmail.com

7/25/18
Date

Kenneth C Koch
Signature of contact person

OFFICE USE ONLY

\$250.00 fee paid _____ \$100 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 _____

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(must be mailed at least 30 days prior to hearing)

Date of Notice to Abutting Property 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. _____

2-31-96
This certificate is valid for the period shown on the face hereof and is not to be construed as a warranty of title or as a representation of fact.

Other

MORTGAGE LOCATION CERTIFICATE

FOR BILL DURBIN JOB NO. #96-0470

BUYER OWNER NAME: BILL DURBIN

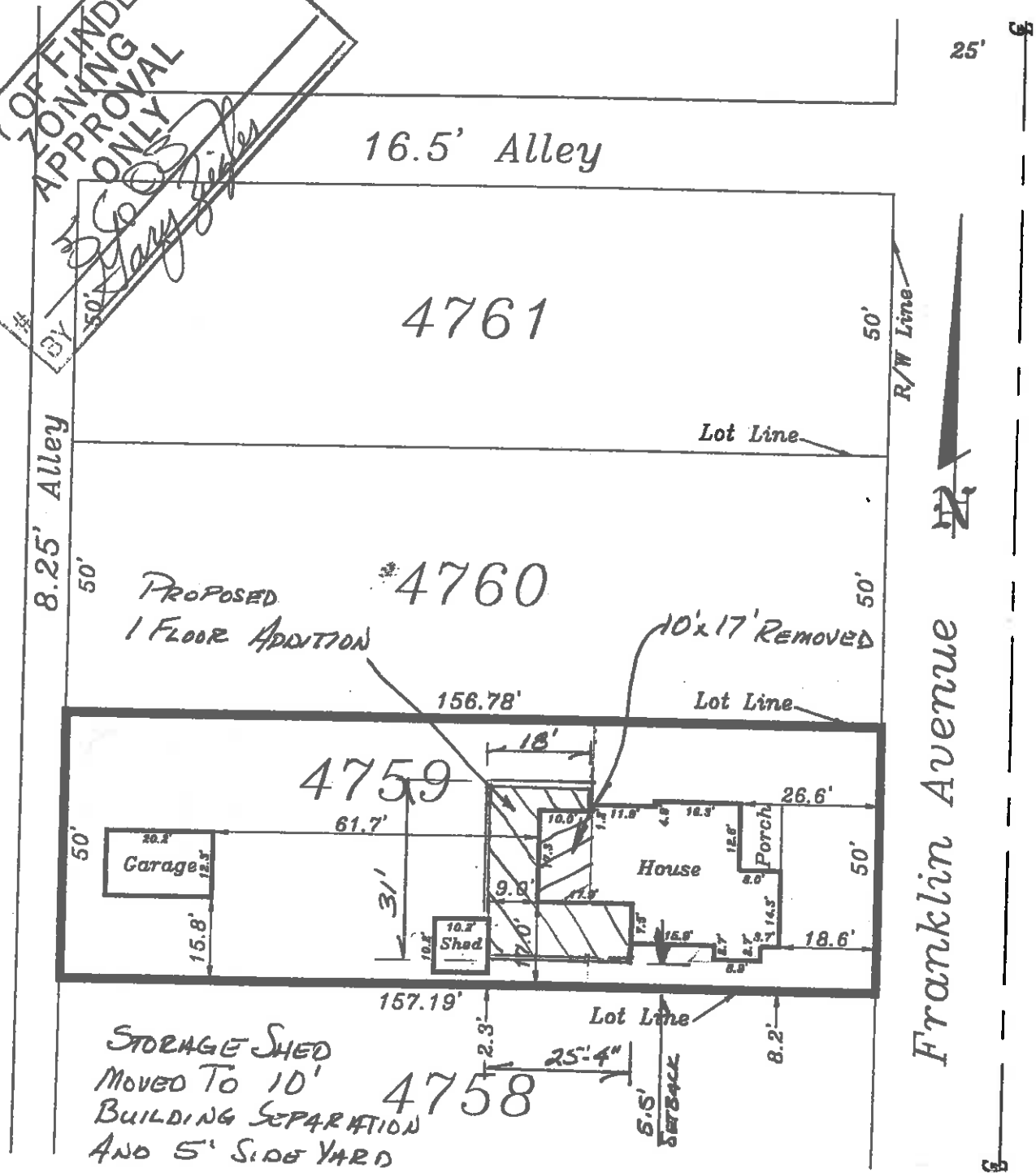
CITY/VILLAGE FINDLAY SUBDIVISION KARG & KOB'S ADDITION LOT #4759

TOWNSHIP _____ COUNTY HANCOCK OHIO

DESCRIPTION _____

PROPERTY ADDRESS 716 FRANKLIN AVENUE

**CITY OF FINDLAY
ZONING
APPROVAL
ONLY**
Gary Miller



Franklin Avenue

722

Kathleen Berger

720

Christina Durbin

716

Franklin

712 Courtney + Nathan
Bates

706 + 706 1/2

Louis Goodman

723

Kirian Rentals, LLC

719

Kirian Rentals, LLC

715

Tonita Attrator

713

Kirian Rentals, LLC

709 + 709 1/2

Li Zheng

705

David Moore

701

David Moore



To whom it may concern,

716 Franklin St was purchased on the sheriff sale. The previous owner started to remodel many years ago to turn it into rentals for college students. He ran out of money, and the inside remained in very bad condition for many years. My desire is to continue his remodeling plan and rent it to college students. It's location is close to the University of Findlay, and many of the buildings on that street are already used as rentals. In fact, many are already functioning as multi-unit structures. I have the support of all the neighbors that I was able to contact. They seem happy that the house will finally be fixed up to the standard of the rest of their neighborhood.

Thank you for considering this request.

Kenneth C. Koch

07/30/18

RECEIVED
AUG 02 2018
MAYOR'S OFFICE

Findlay City Council,

The neighborhood of Country Club Acres request time at your August 7th meeting to discuss the abandoned property at 1701 Windsor Drive, and a resolution to this desperate, frustrating situation occurring there since 2006.

Thank You.

D. Miller

567-429-8239

ORAL COMMUNICATION FORM

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

I, Jill McLaughlin, RESIDING AT
11644 Imperial Ln, 567-429-9125
(ADDRESS) (PHONE)

WISH TO ADDRESS YOUR HONORABLE BODY IN REGARDS TO:

The abandoned home located at 1701
Windsor Place. Vacant home abandoned
for 12+ years is deteriorating, has
broken windows, Raccoons living in the
structure and the safety concerns due to this.

Jill McLaughlin
(SIGNATURE)

Due to limited time and in order to permit all persons and groups equal time, all oral communications are limited to a time period of not more than **four (4) minutes per person**. No more than three speakers shall speak to each side of a question before Council.

Council may extend or limit debate with regard to a particular question, depending upon the number of speakers, the nature of the question before Council and the urgency of the question.



TREASURER'S OFFICE

318 Dorney Plaza, Room 313
Findlay, OH 45840-3346
Telephone: 419-424-7107 • Fax: 419-424-7866
www.findlayohio.com

SUSAN JO HITE
CITY TREASURER

Treasurer's Reconciliation for June 30, 2018

TREASURER

Fifth Third Initial Balance	5,305,165.16
- Withdrawals ()	(6,190,340.29)
+ Deposits	8,203,132.53
Ending Balance	7,317,957.40
- Outstanding checks ()	(795,845.74)
June Deposit in Transit	1,678.00
Bank Error	(10,000.00)
Treasurer's Checking Bal	6,513,789.66
Investment Principal	53,855,320.95
Accrued Bond Interest	794.56
Treasurer's Total Cash and Investments	60,369,905.17

Respectfully submitted,

Susan Jo Hite
Treasurer

AUDITOR

Auditor's Checking Bal	6,513,789.66
Auditor's Total Cash and Investments	60,369,905.17

City of Findlay

Lydia Mihalik, Mayor

POLICE DEPARTMENT

John E. Dunbar, Chief of Police

318 Dorney Plaza, Room 116 • Findlay, OH 45840

Phone: 419-424-7194 • Fax: 419-424-7296

www.findlayohio.com

July 16, 2018

The Honorable Council:

A check of the records of this office shows no criminal record on the following:

Robin L. Gardner

Bang A Gong Limited, DBA Gathering, 235 S. Main Street & Patio and 112-114 E. Main Cross Street & 3rd Floor Patio, Findlay, Ohio 45840.

Sincerely,



John E. Dunbar
Chief of Police

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

0430076		STCK		BANG A GONG LIMITED	
PERMIT NUMBER		TYPE		DBA GATHERING	
ISSUE DATE					
04		25		2018	
FILING DATE					
PERMIT CLASSES					
D5		D6			
32		044		A	
TAX DISTRICT		RECEIPT NO. F20698			

FROM 07/13/2018

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	

RECEIVED

JUL 16 2018

MAYOR'S OFFICE



MAILED 07/13/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/13/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A STCK 0430076**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF FINDLAY CITY COUNCIL
MUNICIPAL BLDG RM 114
318 DORNEY PLAZA
FINDLAY OHIO 45840-3346

Office Hours
8:00 a.m. - 5:00 p.m.
For Questions call
(614) 644-3156

Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>

12K
#F14615
\$100



APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS
PROCESSING FEE \$100.00

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

Permit Holder Name:
Bang a Gong Limited

Permit Premises Address:
235 S Main St and Patio
112-114 E Main Cross St and 3rd Floor Patio
Findlay, OH 45840

Liquor Permit Number(s):
0430076

Federal Tax ID Number:

FD30697

Email Address:

Attorney's Name, Address and Telephone Number (If represented):

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW

Section A - PREVIOUS List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Michael J Gardner		D	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input checked="" type="checkbox"/> Membership interest 100 %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

Section B - REVISED List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Robin L Gardner		CEO	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input checked="" type="checkbox"/> Membership interest 100% %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest _____ % <input type="checkbox"/> Membership interest _____ %	

AIRPORT ADVISORY BOARD

City of Findlay

April 12, 2018

MINUTES

ATTENDANCE

Members Present: Service Director Brian Thomas, Roy Alexander, Matt Rutter, Matt Cordonnier, Gary Junker, John Harrington.

Staff Present: Matt McVicker, Kathy Launder.

Guests: Jeremy Kent and Katie Treadway, One Energy and Mark Heckroth, CHA

APPROVAL OF MINUTES

Motion to accept minutes of the February 8, 2018, meeting, by Harrington, second by Rutter. Motion passed 6-0.

DEPARTMENT REPORT

State of the Airport: McVicker stated that an ODOT Aviation Grant application will be submitted for a new beacon and windsock tower at a 95%-5% funding split. The windsock will be relocated onto the airfield and the beacon's new location is TBD. The current tower, where both pieces reside, will be taken down.

In the process of planning and exploring funding for new terminal building. The intention is to bring a preliminary plan to the FAA Detroit ADO in Spring of 2019 for consideration.

Finished north apron lighting upgrade. A total of five LED lights were installed on existing poles. The north ramp and 100LL fueling cabinet are now properly lit for night operations.

With the fiber now in place, the airport would like to join other city departments in implementing surveillance cameras to monitor airport activity. The functionality desired would include time stamped events based on movement that could be easily retrieved.

Looking at a project to provide self-service 100LL fueling – was \$40,000, now \$22,000. It is all internet based. Will allow for 24 hours a day/7 days a week purchasing of 100LL fuel.

In the process of looking at new point of sale system. Currently working with the vendor and Auditor's office on demo.

NEW BUSINESS

ODOT US 68/SR 15 Lima Avenue Project: Temporary structures part of US 68/SR 15 project. Three cranes will be brought in for bridge construction. One crane may cause

issues for the airport. The contractor is to give 72 hours' notice to FAA so that it can be inputted into NOTAM system for planning purposes. Cranes will be lowered at night or when not in use.

Fence installation will begin next week. September/October 2018 Lima Avenue will be closed through August 2019. Gate 2 will be available. Gray Street will only be accessible eastbound. May not be a hard shut down. Will push info out as we have it. ODOT will build new fence before old fence is taken down.

FY19 FAA Project (Proposed): Taxiway Alpha A4-A6 Rehabilitation will be minimally invasive. Shouldn't have to close runway for project. Construction is scheduled for Fall 2019/Summer 2020. Funding is 90%-5%-5%.

Wind Turbines and Temporary Structures: There are two structures south of Owens Community College preliminary aeronautical report said will have impact as far as NAVAIDS. In the OE-AAA system there is one DNH. There are 6 approved DNHs for wind turbine structures confirmed with the state. One Energy-In terms of Hancock County area, there are 8: 5 existing, 2 at Valfilm and 1 at Autoliv. One Energy representative explained that oftentimes they file many applications for wind turbine locations, but generally only 1/3 get built. They have to go through process for proper site selection.

2019 Airport Event: Air Expo and Car Show. Will hire Air Boss to manage. Car show idea was pitched by Jeff Koehler to bring in a mix of people. The intention is to build on the event each year. Will be doing some fundraising to cover all costs so that it remains free to the public. Last year we shuttled approximately 2000 people. Would like to try to have cars park at the Airport for this event, if possible.

Ohio Aviation Conference: A lot of good things going on at the state. Beacon/wind sock project came out of discussions had during the conference. Was able to get an on-site meeting with the director of the FAA Detroit ADO to tour current terminal facilities.

OTHER BUSINESS

Next Meeting: The next meeting of the Airport Advisory Board is scheduled for July 12, 2018, at 4:00pm in the third floor conference room of the Municipal Building.

Being no further business, the meeting adjourned.

Respectfully submitted,



Kathy K. Launder
City Clerk

TRAFFIC COMMISSION

City of Findlay

June 18, 2018

MINUTES

ATTENDANCE:

MEMBERS PRESENT: Safety Director Paul Schmelzer, Service Director/Acting City Engineer Brian Thomas, Fire Chief Josh Eberle, Councilman Jim Slough.

STAFF PRESENT: Matt Stoffel, Public Works Superintendent; Dave Honse, Street Department Supervisor; Kathy Launder, City Clerk.

GUESTS PRESENT: Matthew Frisk.

OLD BUSINESS

1. Request of Tom DeMuth, City of Findlay Traffic Signal Supervisor, to review the crosswalk signalization across Lima Avenue at Cooper Tire & Rubber Company leading from their corporate offices to their parking lot due to ailing equipment needing repaired or replaced.

4/16/2018

DeMuth stated that the traffic signal equipment at Cooper Tire was installed in 1993. The hardware is wearing out and it is outdated equipment. In lieu of spending money to update the light, DeMuth suggested that it be converted to a regular crosswalk like West Main Cross Street. Schmelzer stated that an RFB similar to West Main Cross Street is no longer recognized under the Uniform Traffic Code. DeMuth stated that if it is not a federal or state highway, should be able to use the RFB. Not a traffic control device just an enhancement. Option A is to just stripe a sign the crosswalk. Option B is to install a HAWK device or overhead light. Option C is to replace the existing. Schmelzer stated the cost of this type of device is born by the entity that needs it. Cooper Tire needs to pay for a HAWK system or traffic signal or we will put back to a crosswalk. DeMuth stated that they will not be happy with a HAWK system. Schmelzer stated that he will talk with Cooper Tire about cost of traffic signal after DeMuth gets actual costs.

06/18/2018

No new information.

2. Request of Michael Chiarelli, Kan Du Group located at 17728 County Road 99, Findlay, for a traffic signal facing north at Speedway Drive to allow motorists to safely be able to turn left (east) from their facility as well as Flashover Sports.

4/16/2018

Chiarelli stated that the Kan Du Group is the former Blanchard Valley Industries and moved to a County Road 99 location. It serves adults with disabilities. There will be 45-50 adults on location at a time. There is a concern of the safety of turning left out of the drive onto CR 99. A traffic signal would allow a safer turn. The entrance to the facility will be moved to line up with the existing traffic signal.

Schmelzer stated that usually the organization requesting an additional traffic signal would be responsible for the cost to purchase and install the signal. There may be grants or government funds available to cover the cost. Having a traffic signal there may spark additional development. Cost to install a new signal would be approximately \$15,000 if have to purchase all equipment. Schmelzer stated that if the owner moves the drive the City would pay for the signal. Chiarelli stated that the owner is aware that they would have to move the entrance.

Motion to table request pending further discussion regarding combining the driveways, by Director Schmelzer, second by Councilman Slough. Motion passed 5-0.

06/18/2018

No new information.

3. Request of Matthew Frisk, 521 Edith Avenue, to make Bolton one way northbound from Edith to Rector Avenue.

05/21/2018

Mr. Fisk explained his request. Discussion on if the change is made, should it start at Lester, Edith, or Prentiss? Chief Eberle thinks Prentiss would be a good starting point if the change is made. There are concerns about other property owners with drives onto this section of Bolton. Mr. Fisk indicated that he talked with his neighbors and they were not concerned about the change but are curious about the outcome. Councilman Slough has concerns about safety. Chief Eberle is in favor but would like other input. Director Thomas asked Mr. Fisk if he would be willing to talk to the neighbors along Bolton and try to get them to sign a petition or write letters of support for the change, he indicated yes.
Motion to table so that Mr. Fisk can try to get support from the property owners along Bolton from Edith to Prentiss for the change by Director Thomas, second by Councilman Slough. Motion Passed 4-0.

06/18/2018

Mr. Fisk stated that the homeowners closest to the requested area are in favor of making the change to one-way. He hasn't been able to talk with everyone on the street. Discussion ensued regarding Bolton from Edith Avenue to Melrose Avenue is already one-way.

Motion to make Bolton one-way northbound from Edith Avenue to Rector Avenue, by Councilman Slough, second by Director Schmelzer. Motion passed 4-0.

NEW BUSINESS

1. Request of McLane Company, Inc., for "No Parking Anytime" on both sides of McLane Drive.

There are semi trucks parking along both sides of McLane Drive making it difficult to maneuver down the street safely. There are currently temporary no parking signs along one side of the road.

Motion to make McLane Drive "No Parking Any Time" on both sides of the road, by Director Schmelzer, second by Councilman Slough. Motion passed 4-0.

2. Request of Beth Kretz, Rowmark, for "No Parking Anytime" on both sides of Hamlet Drive.

Parking on Hamlet Drive isn't as frequent. Would like at least No Parking Any Time on one side of Hamlet Drive.

Motion to make Hamlet Drive "No Parking Any Time" on one side of the street (the side with fire hydrants) immediately and monitor for truck parking on Hamlet Drive in the future to prevent situation of stacking, by Director Schmelzer, second by Director Thomas.

Amend the motion to add that Hamlet Drive through the curve be designated "No Parking Any Time," by Chief Eberle, second by Councilman Slough.

Amended motion passed 4-0.

With no further business to discuss, the meeting adjourned. The next meeting of the City of Findlay Traffic Commission will be held on July 16, 2018 at 2:30 p.m. in the third floor conference room of the Municipal Building.

Respectfully submitted,



Kathy K. Launder
City Clerk

City of Findlay
City Planning Commission
City Council Chambers, 1st floor of Municipal Building
Thursday, August 9, 2018 - 9:00 AM

AGENDA

CALL TO ORDER

ROLL CALL

SWEARING IN

APPROVAL OF MINUTES

NEW ITEMS

1. **APPLICATION FOR CONDITIONAL USE #CU-05-2018** filed by Terrapin Acquisitions, Ltd., 430 First Street, Findlay to construct a retail business on Stanford Parkway.
2. **PETITION FOR ZONING AMENDMENT #ZA-10-2018** filed to rezone 310 Frazer Street from R-2 Single Family Medium Density to R-4 Duplex/Triplex.
3. **PETITION FOR ZONING AMENDMENT #ZA-11-2018** filed to rezone 716 Franklin Avenue from R-2 Single Family Medium Density to R-4 Duplex/Triplex.
4. **APPLICATION FOR SITE PLAN REVIEW #SP-14-2018** filed by Danop, LTD, 3619 SR 113 E, Milan OH for a proposed Dunkin Donuts to be located at 416 Trenton Avenue.

ADJOURNMENT

City of Findlay City Planning Commission

Thursday, July 12, 2018 – 9:00 AM

Minutes

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

MEMBERS PRESENT: Dan Clinger
Jackie Schroeder
Brian Thomas
Dan DeArment

STAFF ATTENDING: Judy Scrimshaw, Development Planner
Todd Richard, Zoning Inspector
Jeremy Kalb, Engineering Project Manager
Matt Cordonnier, HRPC Director
Matt Pickett, Fire Inspector

GUESTS: Tom Shindeldecker, Todd Jenkins, Mark Collins, Leah Fox, Brad Warren, Lou Wilin, Joshua Anderson

CALL TO ORDER

ROLL CALL

The following members were present:

Dan Clinger
Jackie Schroeder
Brian Thomas
Dan DeArment

SWEARING IN

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

APPROVAL OF MINUTES

Jackie Schroeder made a motion to approve the minutes of June 14, 2018. Dan DeArment seconded. Motion carried 4-0-0.

NEW ITEMS

1. PETITION FOR ZONING AMENDMENT #ZA-07-2018 filed to rezone 804 Franklin Avenue from R-2 Single Family Medium Density to R-4 Duplex/Triplex.

General Information

This request is located on the west side of Franklin Avenue. It is zoned R-2 Single Family Medium Density. All parcels to the north, south and east are also zoned R-2. To the west is zoned O-1 Institutions and Offices. It is not located within the 100-year flood plain. The City of Findlay Land Use Map designates the area as Single Family High Density.

Parcel History

There is currently only a garage on this parcel.

Staff Analysis

The applicant is proposing to rezone this parcel to R-4 Duplex/Triplex.

According to records in the zoning office, this lot had a house that was destroyed by fire and demolished in 1977. An old detached garage remains on the lot.

Prior to the zoning code rewrite and map changes in 2012, this lot was zoned B-Residential. B-Residential permitted single family and two family dwellings. According to courthouse records, Mr. Collins purchased the property in 2002 prior to that change.

Staff Recommendation

HRPC Staff recommends that FCPC recommend approval to Findlay City Council of **PETITION FOR ZONING AMENDMENT #ZA-07-2018 filed to rezone 804 Franklin Avenue from R-2 Single Family Medium Density to R-4 Duplex/Triplex.**

ENGINEERING

No Comment

FIRE PREVENTION

No Comment

DISCUSSION

Dan Clinger asked Matt Cordonnier what the anticipated use would be for that area as the zoning map is being revised around November. Mr. Cordonnier said the area would most likely be zoned R-3, the other parcels in the area that are owned by the University will be zoned O-1, and the duplexes and triplexes would be zoned R-4. Judy Scrimshaw stated that there is a patch of duplexes in the area - the house directly south is a duplex, and the house directly north is a single family. There are also duplexes right across the street at 803, 805, and 807 Franklin Ave. Mr. Cordonnier said that as of right now, we are only zoning things R-4 that already have duplexes or triplexes there. He said if there might be a few cases where there is a heavy concentration of those and then they would recommend the area be zoned R-4. He said for this case, he doesn't have any concerns or issues with the request. Ms. Scrimshaw said whenever the applicant builds; he will have to meet the current standards for parking for a duplex.

MOTION

Jackie Schroeder made a motion to recommend approval to Findlay City Council for **PETITION FOR ZONING AMENDMENT #ZA-07-2018** filed to rezone 804 Franklin Avenue from R-2 Single Family Medium Density to R-4 Duplex/Triplex.

2nd: Dan DeArment

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

2. PETITION FOR ZONING AMENDMENT #ZA-08-2018 filed to rezone 311 E Lincoln Street from C-2 General Commercial to R-4 Duplex/Triplex.

HRPC

General Information

This request is located on the south side of E Lincoln Street. It is zoned C-2 General Commercial. Lots to the east, west and south are also zoned C-2. To the north is zoned C-3 Downtown Commercial. It is not located within the 100-year flood plain. The City of Findlay Land Use Map designates the area as Single Family Small Lot.

Parcel History

This property has been used for offices and residential uses through the years. It is currently listed as a two family unit on the County Auditor's website.

Staff Analysis

The applicant is requesting to rezone this lot to R-4 Duplex/Triplex in order to construct a new multi-family unit. The property suffered a fire earlier this year and the owner initially planned to repair the structure. He is now considering demolishing it and starting over with a new structure.

This part of town has a mish mash of uses. Across the street is the YMCA. To the immediate west is the office for Children's Mentoring Connection. Directly east is a mixed-use office/residential. There are single family, duplex and commercial uses all along this side of the street. The old C-2 General Business district permitted all of these uses. The current C-2 General Commercial does not permit any residential uses and is a poor fit for this older neighborhood with small lots.

Staff feels the request is reasonable due to the nature of the neighborhood. Any new structure will have to comply with the current zoning standards.

Staff Recommendation

HRPC Staff recommends that Findlay City Planning Commission recommend approval to Findlay City Council of **PETITION FOR ZONING AMENDMENT #ZA-08- 2018** filed to rezone 311 E Lincoln Street from C-2 General Commercial to R-4 Duplex/Triplex.

ENGINEERING

No Comment

FIRE PREVENTION

No Comment

STAFF RECOMMENDATION

Staff recommends that Findlay City Planning Commission recommend approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-08- 2018 filed to rezone 311 E Lincoln Street from C-2 General Commercial to R-4 Duplex/Triplex.

DISCUSSION

Mr. Clinger asked Mr. Cordonnier what he expected the new zoning for this neighborhood to be. Mr. Cordonnier stated that this particular neighborhood has a vast number of uses in it currently ranging from office to institution to single family to duplex and triplex. He said that the C-2 zoning doesn't work on this street as that applies to Walmart, or large regional commercial. He said when we redo the map; the C-2 will be removed from this street unless there is a commercial use, and in that case, it would be C-1 for smaller, local retail or office. Mr. Clinger asked if something were to develop down the road such as a YMCA expansion or a Marathon expansion, and we are no longer zoned C-2 there, how would that affect anything they want to do there. He asked if it would have to be rezoned again. Ms. Scrimshaw said that would be a possibility. Mr. Cordonnier said that from his understanding, the YMCA has the land that they need under control for future expansions, which would not be anything on the south side of the street. Mr. Clinger said that the current C-2 zoning leaves the neighborhood open to that type of development more so than residential. Mr. Cordonnier stated that there is already residential there. He said he believes that the zoning of those parcels is likely the least of their issues if they are looking to expand the south side since there is a lot of property to control there. Mr. Clinger asked if the zoning would be more of a mix like the corner is single family, others duplexes, some offices. Mr. Cordonnier said it would be zoned for many different uses since there are already many different uses there currently. He stated that one might argue that this area is prime for residential based on proximity to work places. He stated that he felt the duplex zoning was appropriate for the property. Mr. Clinger said he was concerned about rezoning that and then removing the building without knowing if another R-2 would fit on that site because of the footprint of the building. Mr. Cordonnier said that generally, you wouldn't spend a lot of time on the site plan and redevelopment just to find out you didn't get the rezoning. He said that he figures in this case, the property owner will know that he can do this and will invest in designing for the site. He may find out that it might not fit and might need to rehab the existing building.

Dan DeArment asked the representative for the applicant if he had looked at parking for the duplex/triplex. Mr. Warren stated that it is a long, narrow lot and that there is an alley in the back and right now, the parking is in the south end of the lot. He said he doesn't think they allow parking on the street itself so the applicant's intent is to increase the footprint just a little and still keep the back there to keep the parking in the south end. Mr. Clinger asked Todd Richard if the applicant could renovate the existing structure with it being in the C-2. Mr. Richard said they did look at that and with the amount of damage he had, it became cost prohibitive and the applicant would rather scrape it clean and start over. He said the bottom line is that there is no other use for this lot and it couldn't realistically be developed into a C-2 use. He stated that either R-3 or R-4 is the most practical use for the lot because of the narrowness of the lot.

Keeping the C-2 would make it very tough to meet a development standard or parking requirement. Mr. DeArment asked if they could get enough parking onsite to meet the duplex/triplex requirements and asked how it would work. Mr. Clinger mentioned that they only have access from the alley. Mr. Cordonnier said it is a tough fit and may find out that they can only construct a single family home but to reiterate what Mr. Richard said, we know that C-2 is not the appropriate zoning for this lot. Mr. Richard said there is something that can be done with parking such as having the parking garage on the first floor and having the living space upstairs above the garage and maybe have some supplemental parking in the back. Mr. DeArment asked if the applicant would have to present a site plan. Mr. Richard said yes, it is like any residential new construction.

Mr. Clinger asked if the 30-foot rear yard was from the alley to the garage and that would be the minimum. Ms. Scrimshaw said it would be from the main structure. Mr. Richard said it would be 15% of the lot depth or whichever is less. Mr. Clinger asked if they need to maintain the rear yard between the house and the property line. Mr. Richard said yes, there is a rear yard setback. Mr. Cordonnier said the garage would be considered an accessory building and would not be subject to that. Mr. Richard said a detached garage has a different setback than a primary structure. He said that the setback for a detached garage is only 5 feet. However, that is usually not enough room for maneuverability so people will go beyond the 5 feet typically. Mr. Richard mentioned that the one thing that makes this lot odd is the small sliver that was taken off from the backside of the lot years ago.

MOTION

Dan DeArment made a motion to recommend approval to the Findlay City Council for **PETITION FOR ZONING AMENDMENT #ZA-08-2018** filed to rezone 311 E Lincoln Street from C-2 General Commercial to R-4 Duplex/Triplex.

2nd: Jackie Schroeder

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

3. PETITION FOR ZONING AMENDMENT #ZA-09-2018 filed to zone property in the Humble Robinson Annexation to I-1 Light Industrial and M-2 Multiple Family High Density.

HRPC

General Information

This land is currently in Marion Township. One parcel fronts onto Crystal Avenue and the other is on E. Melrose Avenue. Surrounding land is a mix of R-2 Single Family to the north, C-2 General Commercial to the east, M-2 Multiple Family to the west and MH Mobile Home to the south. It is not within the 100-year flood plain. The City of Findlay Land Use Plan designates the area as PMUD Planned Mixed Use Development.

Parcel History

The proposed Industrial area is the site of a new warehouse under construction. The proposed Multi-Family area is under construction as an apartment complex.

Staff Analysis

This request is to rezone the areas presented to classifications in the City of Findlay Zoning code to accompany the annexation of the land into the City. It is required when filing for annexation that the applicant request the appropriate zoning classification so that it is zoned in accordance with the City code when the annexation is completed.

City Planning Commission approved both plans for the Humble Robinson warehouse and the Crawford Station apartment complex and as stated, both are under construction.

The requests are in agreement with the plans approved.

Staff Recommendation

HRPC Staff recommends that Findlay City Planning Commission recommend approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-09- 2018 filed to zone property in the Humble Robinson Annexation to I-1 Light Industrial and M-2 Multiple Family High Density.

ENGINEERING

No Comment

FIRE PREVENTION

No Comment

STAFF RECOMMENDATION

Staff recommends that Findlay City Planning Commission recommend approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-09-2018 filed to zone property in the Humble Robinson Annexation to I-1 Light Industrial and M-2 Multiple Family High Density.

DISCUSSION

None.

MOTION

Dan Clinger made a motion to recommend approval to the Findlay City Council for PETITION FOR ZONING AMENDMENT #ZA-09-2018 filed to zone property in the Humble Robinson Annexation to I-1 Light Industrial and M-2 Multiple Family High Density.

2nd: Dan DeArment

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

4. APPLICATION FOR CONDITIONAL USE #CU-04-2018 filed by Jamie Mundy/Patti Brown to operate a Craft Brewery/Bar at 1016 Tiffin Avenue.

HRPC

General Information

This request is located on the north side of Tiffin Avenue in the Carriage House Plaza shopping center. It is zoned C-2 General Commercial. To the north, south and east is also zoned C-2. To the west is C-2 and R-2 Single Family Medium Density. It is not located within the 100-year flood plain. The City of Findlay Land Use Plan designates the area as Regional Commercial.

Parcel History

The site is an old strip mall.

Staff Analysis

Bars, taverns and nightclubs are a Conditional Use in the C-2 General Commercial district requiring Planning Commission review and approval.

The applicant currently operates the Vapor Emporium on the south end of the L-shaped strip mall. The applicant proposes to establish the small brewery/bar in the space immediately north of his store. This strip mall has multiple vacant storefronts.

One of the items listed in the zoning code to consider for this particular conditional use are a size limit of 2500 square feet. According to the applicant, the space will be about 1800 square feet and could possibly seat 45-50 people.

Another consideration is for outdoor patios or smoking areas. These may not face a residential area. The applicant did not mention any outdoor seating. The building only has some residential at the rear.

Screening is required if abutting residential. Since this is an older existing retail structure with only the rear abutting anything residential, we do not feel that screening is necessary. There are no proposed changes to the structure and this will just be a change of use. The homes to the rear have privacy fences along the boundary now.

The applicant has stated that they will normally only be open until 10 p.m.

Staff Recommendation

HRPC Staff recommends **approval of APPLICATION FOR CONDITIONAL USE #CU-04-2018 to operate a Craft Brewery/Bar at 1016 Tiffin Avenue.**

ENGINEERING

Will the brewery require a bigger water service line than what is existing?

FIRE PREVENTION

Apply for all necessary permits with Wood County Building Department.

STAFF RECOMMENDATION

Staff recommends approval of **APPLICATION FOR CONDITIONAL USE #CU-04-2018** to operate a Craft Brewery/Bar at 1016 Tiffin Avenue subject to:

- Applying for all necessary permits with the Wood County Building Department (FIRE)
- Clarification of whether larger water line is needed (ENG)

DISCUSSION

Mr. Clinger mentioned that because the capacity is only 45-50 people, it isn't likely that there would be bands or live music of any sort so that is no longer a concern for him. Ms. Scrimshaw agreed. Mr. DeArment mentioned it isn't set up for an outdoor patio either. Mr. Clinger said they could funnel music to the outside if they did have an outdoor patio. He asked if the Police Department controls if there is an issue with noise. Ms. Scrimshaw said that the City does have a noise ordinance, and the police would respond to complaints. Mr. DeArment asked if they would need to obtain a liquor license to operate a craft brewery. Ms. Scrimshaw said she assumed that was the case. Mr. Clinger said he thought it might be difficult to work with that limited of seating, but if they can make it work, good luck to them. Ms. Scrimshaw said that based on her discussions with the applicant, she thinks it's somewhat like a club of home brewers to try craft beers together while still being open to the public.

MOTION

Dan Clinger made a motion to approve **APPLICATION FOR CONDITIONAL USE #CU-04-2018** filed by Jamie Mundy/Patti Brown to operate a Craft Brewery/Bar at 1016 Tiffin Avenue.

2nd: Dan DeArment

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

5. APPLICATION FOR SITE PLAN REVIEW #SP-12-2018 filed by Findlay Quality Collision, 3600 Ventura Drive for an outdoor storage lot at 3600 Ventura Drive.

HRPC

General Information

This request is located on the west side of Ventura Drive. It is zoned I-1 Light Industrial. All abutting parcels are also zoned I-1. It is not located within the 100-year flood plain. The City Land Use Plan designates the site as Regional Commercial.

Parcel History

The parcel is the site of Findlay Quality Collision.

Staff Analysis

The applicants wish to construct a 30,177 square foot stone storage lot north of the existing business. The Industrially zoned districts are the only districts that permit any type of stone-based storage lots.

No storage is permitted within the front yard setback of the I-1 District. The applicant shows the stone lot at the required setback line of 50'.

A condition of approval is that the lot be fenced in and screened if applicable according to Chapter 1161.07 Screening. The plans shows a perimeter fence around the storage area. The Screening section of the code addresses industrial uses as they abut other zoning classifications. There is no requirement to screen if all the surrounding land is also zoned industrial. The site plan indicates a landscape mound along Ventura Drive.

Staff Recommendation

HRPC Staff recommends approval of APPLICATION FOR SITE PLAN REVIEW #SP-12-2018 for an outdoor storage lot at 3600 Ventura Drive.

ENGINEERING

Access –

Will be using the existing drive to Findlay Quality Collision.

Sanitary Sewer – There is no proposed Sanitary Sewer

Waterline – No Proposed Waterline.

Stormwater Management –

Detention for the development will be accommodated by the proposed detention pond that is located on the east side of the project.

MS4 Requirements –

The amount of erodible material that will be disturbed will be less than one acre so the site is will not be required to comply with the City of Findlay's Erosion & Sediment Control Ordinance.

Recommendations:

- Approval of the Site Plan

FIRE PREVENTION

No Comments

STAFF RECOMMENDATION

Staff recommends approval of APPLICATION FOR SITE PLAN REVIEW #SP-12-2018 for an outdoor storage lot at 3600 Ventura Drive.

DISCUSSION

Mr. Clinger noted that there is a very large parking area and asked Mr. Jenkins what the intent for the business is. Ms. Scrimshaw and Todd Jenkins stated that it would be a rental storage lot for RVs, boats, etc. Mr. DeArment said that his concern was that it was going to be used to store used parts and it would eventually become a junkyard. Mr. Clinger pointed out that that would be different zoning classification entirely. Mr. DeArment said because the applicant is in the used auto business, he feels that would lend itself to bringing in scrap parts. Mr. Jenkins stated that they run a body shop and buy new parts to swap out on wrecked vehicles, fixing the paint, etc. but they do not sell used cars or do mechanical repairs. He said they were looking to rent out the lot to generate some extra income, as there is a demand for rental lots to store boats and RVs for seasonal storage.

MOTION

Dan DeArment made a motion to **approve APPLICATION FOR SITE PLAN REVIEW #SP-12-2018 filed by Findlay Quality Collision, 3600 Ventura Drive for an outdoor storage lot at 3600 Ventura Drive.**

2nd: Dan Clinger

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

6. APPLICATION FOR SITE PLAN REVIEW #SP-13-2018 filed by HHWP Community Action Commission, 122 Jefferson Street, Findlay for an addition to a building at 1637 Tiffin Avenue, Findlay.

HRPC

General Information

This request is located on the south side of Tiffin Avenue east of Londonderry Drive. It is zoned C-1 Local Commercial. Land to the west is also zoned C-1. To the east is zoned C-1 and C-2 General Commercial. To the north is zoned C-2 General Commercial. Parcels to the south are zoned R-1 Single Family Low Density. It is not located within the 100-year flood plain. The City Land Use Plan designates the site as Regional Commercial.

Parcel History

This parcel was the former site of Stautzenberger College.

Staff Analysis

The applicants wish to demolish an old garage on the site, resurface and restripe the parking lot, add an elevator and exterior stairway and construct a 3800 square foot addition on the south end of the building.

The building addition will be a single story structure. The plan states that this will be warehouse/storage. The CAC does various home repair work and heating and cooling installations and this will allow for the equipment and materials to be stored. There will be two (2) overhead doors installed on the west side.

An exterior staircase and the elevator shaft will be added to the west side of the existing building. Handicap ramps will be installed on both sides of the front entry.

Parking is based on one space per 325 square feet in the O-1 Institutions and Offices District. The plan shows 60 parking spaces. We based our parking calculations on two stories of 7200 square feet each (14,400 square feet) and the addition of approximately 3840 square feet for a total of 18,240 square feet of building. This will calculate out to 57 parking spaces. The new addition is storage now but they did show a potential for possible added office space in the future so it appears that if that would happen they could still meet the standard.

There is an existing tree line across the south property line to act as screening from the residential area.

Staff Recommendation

HRPC Staff recommends approval of APPLICATION FOR SITE PLAN REVIEW #SP-13-2018 filed by HHWP Community Action Commission for the additions at 1637 Tiffin Avenue, Findlay.

ENGINEERING

Access –

Will be using the existing drive to 1637 Tiffin Avenue.

Sanitary Sewer – There is no proposed Sanitary Sewer

Waterline – No Proposed Waterline.

Stormwater Management –

The amount of impervious surface area will remain unchanged from prior use, so no additional storm or detention is required.

MS4 Requirements –

The amount of erodible material that will be disturbed will be less than one acre so the site will not be required to comply with the City of Findlay's Erosion & Sediment Control Ordinance.

Recommendations:

- Approval of the Site Plan

FIRE PREVENTION

Apply for all necessary permits with Wood County Building Department

STAFF RECOMMENDATION

Staff recommends approval of APPLICATION FOR SITE PLAN REVIEW #SP-13-2018 filed by HHWP Community Action Commission for the additions at 1637 Tiffin Avenue, Findlay.

DISCUSSION

Ms. Scrimshaw stated that a neighbor behind the property stopped in before Planning Commission to ask if the tree line was going to get cleaned up as it has been problematic and he has complained before. It has been raising his fence up out of the ground and his dog is getting under it just because the tree line has not been maintained. He was hoping they could address that when the site is cleaned up. Joshua Anderson said they would take a look at doing that.

Matt Pickett asked if the sprinkler system would be extended from within to the new structure. Mr. Jenkins said it doesn't appear that the sprinkler system is required at this point. Mr. Pickett pointed out that there is an existing sprinkler system in there. Mr. Jenkins said there is but at this point, it is defunct and based on the use of the building, he doesn't believe the sprinklers are required. He said they are in the process of putting those plans together and if the sprinklers do work, they will extend them internally but it doesn't currently appear that that is a requirement of code. They currently intend to remove them.

Jackie Schroeder asked if the rest of the building is office space. Mr. Jenkins said yes. Mr. DeArment asked the applicant about his business and how the funding worked. Mr. Anderson said that 90% of their funding comes from federal grants and the remaining 10% is a combination of state and local programming. Mr. DeArment asked if they did home repair in Hancock County. Mr. Anderson said they do. He said the weatherization program, which will be housed in the addition, identifies applicants that apply for emergency assistance and then they see if their homes are eligible for upgrades such as furnace replacement, additional insulation, etc. to hopefully reduce their energy consumption demand. Mr. DeArment asked if it was based on volunteer staffing. The applicant stated that it is all paid staffing and the weatherization program is actually funded through a combination of federal funds from the Department of Energy, and the Department of Health and Human Services, in addition to private funding through the utility providers such as AEP, Columbia Gas, etc.

Mr. Clinger said he assumed there were moving from their Clinton St. facility to this one to get out of the flood plain. The applicant said yes. Mr. Clinger thanked him for cleaning up an abandoned property.

MOTION

Dan DeArment made a motion to **approve APPLICATION FOR SITE PLAN REVIEW #SP-13-2018 filed by HHWP Community Action Commission, 122 Jefferson Street, Findlay for an addition to a building at 1637 Tiffin Avenue, Findlay.**

2nd: Dan Clinger

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

7. REVIEW OF PROPOSED AMENDMENTS TO CITY OF FINDLAY ZONING CODE.

Mr. Cordonnier stated that there are three proposed changes. The first change is to public noticing. Currently, when an item is before Planning Commission, we only notify those adjacent to the property including those if they are across the street. He stated that several other communities were looked at and some did only adjacent, some had a buffer, and the largest noted was up to 300 feet. He said of the buffers, the 250 foot buffer stuck out as most used. He said they are now proposing that when items come to Planning Commission, we will use GIS and apply a 250-foot buffer and any parcels within that 250 feet will be notified. We have had several items where residents have been concerned about the noticing.

Signage for properties on the Planning Commission agenda was discussed. Mr. DeArment asked how many signs would be made and what kind would they be. Mr. Cordonnier said the City would make them and they would be real estate-style signs and there would be one sign per lot frontage. Mr. Thomas asked how many signs would be needed. Mr. Cordonnier said that 12-15 signs would likely suffice. A staff member would put the sign up. Mr. Thomas said we would still need to verify that the sign is up. Mr. Cordonnier said we would put out the signs, take a photo for verification, and then take the signs down after Planning Commission. He stated that Leah Fox is working on research to get a quote for how much the signs would run the City. The length of time for signs to be out was also discussed. It was suggested that 14 days might be too long to have the signs out and that 10 calendar days might be a more favorable time. Mr. Cordonnier stated he was in favor of that. In addition to the signs, legal notices for zoning amendments are put in the paper by the City as well.

The second amendment item was in regard to new construction in the C-3 zoning district along Main Street, Main Cross Street and Sandusky Street. There is no front yard setback required in C-3 Downtown zoning district. We do not want to see a new structure, say in the old Argyle lot, be built set back in on the lot. We want to see the established character of the downtown maintained, so we propose that if they do not build up to the right-of-way line that they must keep within 5 feet of that line. We also propose that at least 60% of the lot width be taken up with the building.

The final amendment item is to add a definition of Small Wind Turbine. We discovered that his was left out in the code rewrite.

Dan DeArment made a motion to recommend approval to Findlay City Council for **THE PROPOSED AMENDMENTS TO THE CITY OF FINDLAY ZONING CODE.**

2nd: Dan Clinger

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

ADJOURNMENT

Lydia L. Mihalik
Mayor

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

City of Findlay

Income Tax Department

Post Office Box 862 Findlay, Ohio 45839-0862
 318 Dorney Plaza, Municipal Building Room 115
 Telephone: 419-424-7133 • Fax: 419-424-7410
 findlaytaxforms.com

Lydia L. Mihalik
 Mayor

Andrew Thomas
 Tax Administrator

Monthly Collection Report to Findlay Council

July 2018

Total collections for July 2018: \$1,905,741.53

	<u>2018</u> <u>Year-to-date</u>	<u>2017</u> <u>Year-to-date</u>	<u>Variance</u>
Withholders	11,571,784.87	11,193,432.97	378,351.90
Individuals	1,886,621.24	1,708,315.70	178,305.54
Businesses	<u>1,895,508.87</u>	<u>1,588,151.72</u>	<u>307,357.15</u>
Totals	15,353,914.98	14,489,900.39	864,014.59 5.96%

Actual & Estimated Past-due Taxes

Withholders	540,995.14
Individuals	2,645,650.73
Businesses	<u>185,312.95</u>
Total	3,371,958.82

Actual and Projected Revenue

	<u>2018</u> <u>Actual</u> <u>Year-to-date</u>	<u>Percentage</u> <u>of Projection</u> <u>Collected</u>	<u>Amount</u> <u>to Meet</u> <u>Projection</u>	<u>Percentage</u> <u>to Meet</u> <u>Projection</u>	<u>2018</u> <u>Projected</u> <u>Year End</u>
Withholders	11,571,784.87	62.89%	6,828,215.13	37.11%	18,400,000.00
Individuals	1,886,621.24	69.87%	813,378.76	30.13%	2,700,000.00
Businesses	<u>1,895,508.87</u>	54.16%	<u>1,604,491.13</u>	45.84%	<u>3,500,000.00</u>
Totals	15,353,914.98	62.41%	9,246,085.02	37.59%	24,600,000.00

Refunds Paid

	Month-to-date <u>Quantity</u>	Year-to-date <u>Quantity</u>	Month-to-date <u>Amount</u>	Year-to-date <u>Amount</u>
Withholders	8	70	617.19	12,860.24
Individuals	23	864	6,613.88	295,955.52
Businesses	<u>8</u>	<u>55</u>	<u>425.30</u>	<u>32,093.76</u>
Totals	39	989	7,656.37	340,909.52

Transfers of Overpayments

	Month-to-date <u>Quantity</u>	Year-to-date <u>Quantity</u>	Month-to-date <u>Amount</u>	Year-to-date <u>Amount</u>
Withholders	2	7	67.11	1,274.25
Individuals	47	795	9,038.12	147,251.34
Businesses	<u>19</u>	<u>436</u>	<u>14,143.70</u>	<u>233,698.44</u>
Totals	68	1,238	23,248.93	382,224.03



Andrew Thomas, Administrator

8-1-18

Date

Findlay Income Tax Department

Monthly Collections Report

Tuesday, July 31, 2018

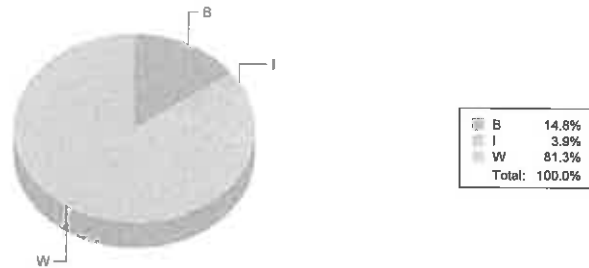
5:05:09PM

For Period July 1, 2018 through July 31, 2018

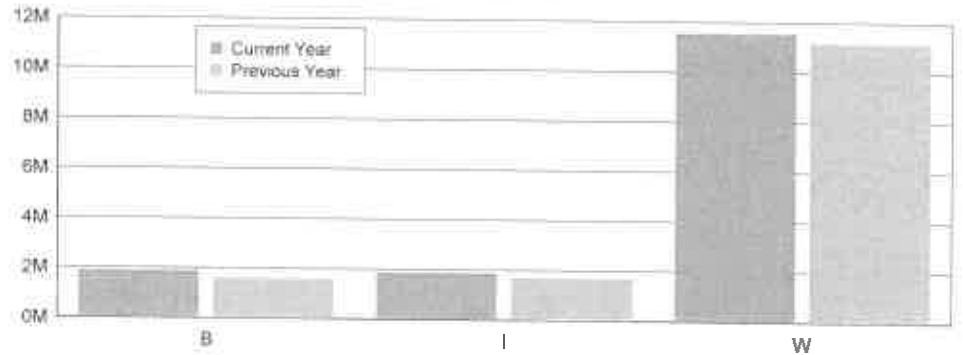
City of Findlay

Account Type	Monthly Total	2018 Year to Date	2017 Year to Date	Increase (Decrease)	% Change	2018 Month to Date	Previous Year(s) Month to Date
W	1,549,329.40	11,571,784.87	11,193,432.97	378,351.90	3.38	1,548,729.45	599.95
I	75,242.79	1,886,621.24	1,708,315.70	178,305.54	10.44	27,809.90	47,432.89
B	281,169.34	1,895,508.87	1,588,151.72	307,357.15	19.35	10,930.42	270,238.92
Totals:	1,905,741.53	15,353,914.98	14,489,900.39	864,014.59	5.96	1,587,469.77	318,271.76

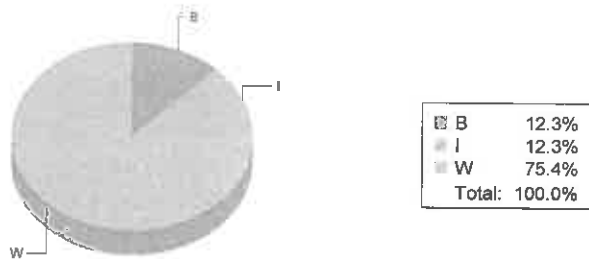
Monthly Collections by Account Type



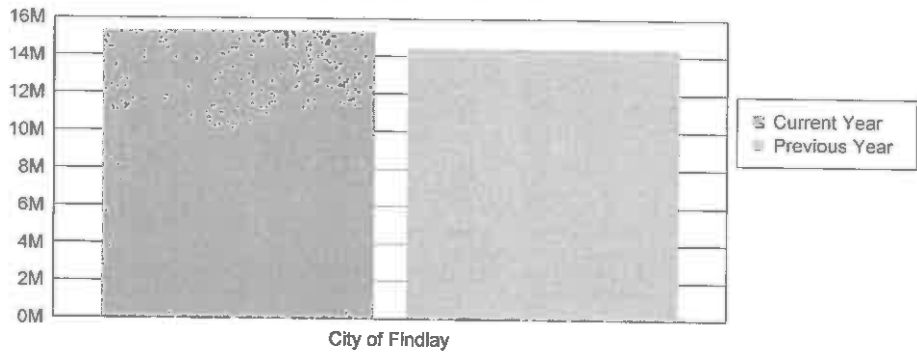
Collections Year to Date



YTD Collections by Account Type



Year to Date Total Collections



2018	January	February	March	April	May	June	July	August	September	October	November	December	Year-to-Date
Withholding													
2018 Total	58,376.59	1,213,635.90	1,426,741.76	2,691,285.33	1,420,680.75	1,277,626.42	1,548,729.45						
2017 Total	1,759,495.71	144,740.46	5,079.37	6,415.18	9,713.04	126.33	218.41						9,637,076.20
2016 Total	2,115.34	(258.31)	(734.69)	1,428.35	186.10	245.55	-						1,925,788.50
2015 Total	-		1,052.62	(1,296.80)	-	-	-						2,980.34
2014 Total	-	(12.16)			78.61		150.00						(244.18)
2013 Total	150.00		300.00	150.00	96.16	91.00							218.45
													787.16
2012 Total	1,500.00	1,250.00	533.59			59.00							3,342.59
2012 at 1 percent	1,200.00	1,000.00	426.87			47.20							2,674.07
2012 at .25 percent	300.00	250.00	106.72			11.80							668.52
2011 Total					93.77								93.77
2011 at 1 percent					75.02								75.02
2011 at .25 percent					18.75								18.75
2010 Total			41.50		37.50	37.50	37.50						154.00
2010 at 1 percent			33.20		30.00	30.00	30.00						123.20
2010 at .25 percent			8.30		7.50	7.50	7.50						30.80
2009 & Prior at 1 percent	362.50	200.00	233.50	50.00	350.00	200.00	194.04						1,590.04
2012 & Prior at 1 percent	1,562.50	1,200.00	693.57	50.00	455.02	277.20	224.04						4,462.33
Prev Yr MTD Check	1,763,623.55	145,919.99	6,505.89	6,744.73	10,555.18	759.38	599.95						1,934,708.67
Total Category Check	1,822,000.14	1,359,555.89	1,433,247.85	2,698,030.06	1,431,235.93	1,278,385.80	1,549,329.40						11,571,784.87
All Years at 1% Check	1,821,700.14	1,359,305.89	1,433,132.63	2,698,030.06	1,431,209.68	1,278,366.50	1,549,321.90						11,571,066.80
Individual													
2018 Total	2,650.00	15,163.58	47,599.21	211,539.74	14,659.65	140,120.94	27,809.90						459,543.02
2017 Total	80,635.21	65,081.19	147,173.35	684,795.40	34,871.95	22,056.30	8,531.50						1,043,144.90
2016 Total	15,195.65	13,944.57	18,017.87	13,217.74	9,795.45	10,014.88	10,667.24						90,853.40
2015 Total	10,081.07	7,963.76	17,575.49	13,534.90	6,838.46	8,409.21	9,543.28						73,946.17
2014 Total	7,657.71	4,612.54	16,066.02	14,365.56	8,589.88	9,109.75	5,051.36						65,452.82
2013 Total	8,656.69	6,374.12	11,589.49	12,426.47	5,086.24	5,624.02	2,706.30						52,463.33
2012 Total	8,383.24	4,642.50	9,567.92	4,512.57	6,465.64	3,052.32	4,284.19						40,908.38
2012 at 1 percent	6,706.59	3,714.00	7,654.34	3,610.06	5,172.51	2,441.86	3,427.35						32,726.70
2012 at .25 percent	1,676.65	928.50	1,913.58	902.51	1,293.13	610.46	856.84						8,181.68
2011 Total	4,313.85	1,687.12	7,058.57	5,356.93	4,480.32	2,953.61	4,333.62						30,184.02
2011 at 1 percent	3,451.08	1,349.70	5,646.86	4,285.54	3,584.28	2,362.89	3,466.90						24,147.22
2011 at .25 percent	862.77	337.42	1,411.71	1,071.39	896.06	590.72	866.72						6,036.80
2010 Total	3,569.68	1,322.28	7,675.03	2,461.74	2,281.72	1,480.55	1,336.04						20,127.04
2010 at 1 percent	2,855.74	1,057.82	6,140.02	1,969.39	1,825.38	1,184.44	1,068.83						16,101.63
2010 at .25 percent	713.94	264.46	1,535.01	492.35	456.34	296.11	267.21						4,025.41
2009 & Prior at 1 percent	2,404.81	1,069.67	643.14	1,621.62	723.19	2,556.37	979.36						9,998.16
2012 & Prior at 1 percent	15,418.23	7,191.19	20,084.36	11,486.61	11,305.33	8,545.55	8,942.44						82,973.71
Prev Yr MTD Check	140,897.91	106,697.75	235,366.88	752,292.93	79,132.85	65,257.01	47,432.89						1,427,078.22
Total Category Check	143,547.91	121,861.33	282,966.09	963,832.67	93,792.50	205,377.95	75,242.79						1,886,621.24
All Years at 1% Check	140,294.56	120,330.95	278,105.79	961,366.42	91,146.96	203,880.65	73,252.02						1,868,377.35

City of Findlay Income Tax Department

Post Office Box 862 Findlay, Ohio 45839-0862
Telephone: 419-424-7133 • Fax: 419-424-7410
findlaytaxforms.com

Lydia L. Mihalik
Mayor

Monthly Collection Report to City Council

For the Month of July 2018

Resolution 36-2009 and Chapter 194 Section 7(F)(1) Addendum

	<u>Individuals</u>	<u>Businesses</u>
A. Month-to-date quantity:	<u>0</u>	<u>-1</u>
B. Cumulative quantity:	<u>2</u>	<u>81</u>
C. Cumulative quantity with no filing obligations:	<u> </u>	<u>10</u>
D. Cumulative quantity with no tax liabilities:	<u> </u>	<u>19</u>
E. Cumulative quantity HB 49 Opt-in election:	<u> </u>	<u>1</u>
F. Cumulative quantity remaining (B - C - D - E):	<u>2</u>	<u>51</u>

For the remaining 2 individual and 51 business taxpayers (F), the aggregate reported estimate declarations, primarily for tax year 2017, amount to \$ 1,214,981.00

Pursuant to Resolution Number 36-2009 and/or Section 7(F)(1) of Chapter 194 of the Codified Ordinances, the Tax Department has informed the cumulative quantities of individual and business taxpayers that the Tax Department would not be enforcing the estimate payment provisions delineated in Section 7 of Ordinance Number 1976-106, as amended or in Section 7 of Chapter 194 of the Codified Ordinances. The Tax Department has informed these individual and business taxpayers that the annual income taxes on net profits attributable to the City should be paid when the annual income tax returns are filed by the original or by the legitimately-extended due date, when each amount of annual tax liability can be certified as due by each taxpayer, or be paid by prearranged installment due dates of February 15, May 15, July 15, and October 15 after the tax year.


Andrew Thomas, Tax Administrator

8-1-18
Date

Office of the Mayor

Lydia L. Mihalik

318 Dorney Plaza, Room 310

Findlay, OH 45840

Telephone: 419-424-7137 • Fax: 419-424-7245

www.findlayohio.com

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

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

August 1, 2018

Honorable City Council
Findlay, OH 45840

RE: CSX Facility Encroachment Agreement

Dear Council Members:

For one of the sewer separation projects, we will be installing a new storm sewer across the CSX railroad tracks. As part of the permit process, the City needs to sign an agreement with CSX. The agreement lists the permit fee, the requirements for maintaining the sewer, etc.

By copy of this letter, the Law Director is requested to prepare the necessary resolution for the Service Director to sign the agreement with CSX so that the permit can be obtained.

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

Sincerely,

Brian A. Thomas

Brian Thomas

Service Director/Acting City Engineer

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



Office of the Mayor

Lydia L. Mihalik

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Findlay, OH 45840

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Honorable City Council
Findlay, OH 45840

RE: Flood Reduction

Dear Council Members:

The benching project for Flood Mitigation has been designed and is out to bid. The draft MOU will be finalized with bid numbers once they are received. This is a big step toward starting Flood Reduction.

The MOU essentially serves as an access and maintenance agreement for the benched area after the project is complete. The Maumee Watershed Conservancy District is requiring this MOU be in place before they execute a contract.

The Conservancy District is not interested in maintaining this small of an area. Note that section II.E will cause consideration of the transfer of maintenance back to the MWCD if this project is one piece of a larger project in the future.

I had proposed that funds from the Flood Mitigation sales tax be used for a period of years to lessen the impact on our general fund budget. This was not agreed to by the County Commissioners.

I requested a landscape plan for the area. This plan shows the proposed grass species that will be planted and is designed to provide for an aesthetic riparian corridor with low maintenance. As we get closer to completion, we can refine this plan.

An old section of sanitary sewer is also being replaced as part of the project. Funding from the sewer fund will come under separate legislation. Plans are available for review.

The agreement needs to be in place before the bids can be acted upon in mid-August. Please contact me if you have any questions.

Sincerely,

Paul E. Schmelzer, Safety Director

pc: Don Rasmussen

Jim Staschiak

Steve Wilson



Office of the Mayor

Lydia L. Mihalik

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Findlay, OH 45840

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Honorable City Council
Findlay, OH 45840

RE: 428 West Main Cross

Dear Council Members:

The City purchased property at 428 West Main Cross in 2011 for the purpose of housing the City Health Department. The price was approximately \$270,000. In 2012, the current administration placed a hold on these costly renovations in order to renew merger discussions of the City and County Health Departments. With much collaboration between the Health Boards, City Administration and Township Trustees, the merger was successful. It has already proven to be a great asset to our community, reducing costs, improving service and pursuing accreditation.

Decisions on this property have been on hold until Hancock Public Health could work through final merger steps, and make decisions about the size and scope of a facility suitable for accreditation. It is my opinion that the Public Health entity will not choose to purchase the property from the City for this purpose.

Investment in the Downtown by the Public and Private sectors, along with our vibrant local economy has caused increased interest in the property. I believe it is appropriate to have a discussion about the public auction of the real estate.

Before doing so, our plan is to remove the two (2) significantly impaired structures at northeast end of the property. Renovation of these structures is not worth the cost. This would also be consistent with our policy related to dilapidated structures. We plan to have the buildings torn down before the end of summer.

Please let me know if you are interested in discussing this topic.

Sincerely,

Lydia Mihalik, Mayor


pc: Don Rasmussen
Karim Baroudi
Jim Staschiak

COMMITTEE REPORT

THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO

The **STREETS, SIDEWALKS, & PARKING COMMITTEE** to whom was referred a request from Councilman Watson to discuss a bicycle ordinance.

We recommend *to meet again and continue discussion on August 9th at 5.30 p.m.*

Aye Nay 
Tim Watson, Chairman

Aye Nay 
Holly Frische

Aye Nay 
Grant Russel

LEGISLATION: _____

DATE: July 17, 2018

COMMITTEE: **STREETS, SIDEWALKS
STREETLIGHTS & PARKING**

COMMITTEE REPORT

THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO

A COMMITTEE OF THE WHOLE meeting was held on Thursday, July 19, 2018 to discuss the City's mid-year review.



Grant Russel, President of Council Pro-Tem

COMMITTEE OF THE WHOLE

DATED: July 19, 2018

**FINDLAY CITY COUNCIL
CARRY-OVER LEGISLATION
August 7, 2018**

ORDINANCE NO. 2018-058, AS AMENDED (*Carrol St/Benton St vacation*) requires three (3) readings **tabled after second reading on 7/3/18**
AN ORDINANCE VACATING A PORTION OF TWO (2) CERTAIN STREETS (HEREINAFTER REFERED TO AS CARROL STREET AND BENTON STREET VACATION) IN THE CITY OF FINDLAY, OHIO.

ORDINANCE NO. 2018-067 AS AMENDED (*zoning code changes*) requires three (3) readings **third reading**
AN ORDINANCE REPLACING CHAPTER 1113.15 ENTITLED PUBLIC NOTICE, CHAPTER 1137.04 ENTITLED LOT REQUIREMENTS, CHAPTER 1161.14 ENTITLED ALTERNATIVE ENERGY, AND CHAPTER 1174 ENTITLED DEFINITIONS, ENACTING NEW CHAPTER 1137.05 ENTITLED BUILDING WIDTH, AND RENUMBERING CHAPTER 1137.05 ENTITLED APPLICABLE CHAPTERS TO NOW BE CHAPTER 1137.06, ALL OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO.

ORDINANCE NO. 2018-068 (*Zoning personnel enforcement rights in right-of-way*) requires three (3) readings **third reading**
AN ORDINANCE ENABLING THE CITY OF FINDLAY ZONING DEPARTMENT PERSONNEL ENFORCEMENT RIGHTS WITHIN RIGHT-OF-WAY AREAS WITHIN CITY LIMITS, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2018-069 (*Humble Robinson annexation – 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 ZONING THE FOLLOWING DESCRIBED PROPERTY AS I-1 LIGHT INDUSTRIAL AND M-2 MULTIPLE-FAMILY RESIDENTIAL (HEREINAFTER REFERRED TO AS THE HUMBLE ROBINSON ANNEXATION).

ORDINANCE NO. 2018-070 (*Humble Robinson annexation – accept & approve the annexation*) requires three (3) readings **third reading**
AN ORDINANCE ACCEPTING AND APPROVING AN APPLICATION FOR ANNEXATION OF TERRITORY SITUATED IN THE TOWNSHIP OF MARION, COUNTY OF HANCOCK, STATE OF OHIO, AND SITUATED IN THE SOUTHWEST FOURTH (1/4) OF SECTION 5, T1N, R11E, A TRACT OF LAND CONSISTING OF 49.068 ACRES OF LAND, MORE OR LESS (HEREINAFTER REFERED TO AS THE HUMBLE ROBINSON ANNEXATION).

ORDINANCE NO. 2018-072 (*804 Franklin Ave rezone*) requires three (3) readings **second reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 804 FRANKLIN AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "R2 SINGLE FAMILY, MEDIUM DENSITY" TO "R4 DUPLEX/TRIPLEX MULTI-FAMILY".

ORDINANCE NO. 2018-073 (*311 & 311 ½ E Lincoln St rezone*) requires three (3) readings **second reading**
AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 311 AND 311 ½ EAST LINCOLN STREET REZONE) WHICH PREVIOUSLY WAS ZONED "C2 GENERAL COMMERCIAL" TO "R4 DUPLEX/TRIPLEX".

ORDINANCE NO. 2018-075 (*3rd qtr Capital Improvements appropriations*) requires three (3) readings **second reading**
AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ADVERTISE FOR BIDS WHERE REQUIRED AND ENTER INTO A CONTRACT OR CONTRACTS FOR CONSTRUCTION OF VARIOUS PROJECTS IN ACCORDINANCE WITH THE 2018 DEPARTMENT EQUIPMENT LIST WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, APPROPRIATING FUNDS FOR SAID CAPITAL EXPENDITURES, AND DECLARING AN EMERGENCY.

City of Findlay

Office of the Director of Law

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

Donald J. Rasmussen
Director of Law

AUGUST 7, 2018

THE FOLLOWING IS THE NEW LEGISLATION TO BE PRESENTED TO THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO, AT THE TUESDAY, AUGUST 7, 2018 MEETING.

ORDINANCES:

- 2018-077 AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO TO WAIVE FORMAL ADVERTISING AND BIDDING REQUIREMENTS AND ENTER INTO A CONTRACT TO ACCEPT GRANT FUNDS FOR THE INSTALLATION OF EXHAUST REMOVAL SYSTEMS FOR THE FINDLAY FIRE DEPARTMENT FIRE STATIONS ONE (1) AND FOUR (4), APPROPRIATING AND TRANSFERRING FUNDS THERETO, AND DECLARING AN EMERGENCY.
- 2018-078 AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO TO SIGN AN AGREEMENT WITH CSX TRANSPORTATION PERMITTING THE CITY OF FINDLAY TO INSTALL A STORM SEWER ACROSS THE CSX RAILROAD TRACKS ON EAST FOULKE AVENUE, AND DECLARING AN EMERGENCY.
- 2018-079 AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT FOR A FLOOD MITIGATION BENCHING PROJECT, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2018-077

AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO TO WAIVE FORMAL ADVERTISING AND BIDDING REQUIREMENTS AND ENTER INTO A CONTRACT TO ACCEPT GRANT FUNDS FOR THE INSTALLATION OF EXHAUST REMOVAL SYSTEMS FOR THE FINDLAY FIRE DEPARTMENT FIRE STATIONS ONE (1) AND FOUR (4), APPROPRIATING AND TRANSFERRING FUNDS THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the Safety Director of the City of Findlay, Ohio has filed an application for a Homeland Security Assistance to Firefighters (HSA) grant to be used for the installation of exhaust removal systems for the Findlay Fire Department Fire Station one (1) and four (4), and;

WHEREAS, said application for a Homeland Security Assistance to Firefighters grant (HSA) has been approved.

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 Safety Director of the City of Findlay, Ohio be and he is hereby authorized to waive formal advertising and bidding requirements, execute all necessary documents, and enter into a contract with the Department of Homeland Security Assistance to Firefighter's Grant for said exhaust removal system for the Findlay Fire Department.

SECTION 2: That the following sums be and the same are hereby appropriated and transferred:

FROM:	CIT Fund – Capital Improvements Restricted Account	\$ 34,000.00
FROM:	Dept of Homeland Security Assistance to Firefighters Grant	\$ 101,091.00
TO:	FFD #1 & #4 Exhaust System #3198500	\$ 135,091.00

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 the filing of said grant application so that an agreement may be secured forthwith, and executed, and so that funds may be appropriated and transferred in order to install said exhaust removal system for the Findlay Fire Department fire stations 1 and 4;

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. 2018-078

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF FINDLAY, OHIO TO SIGN AN AGREEMENT WITH CSX TRANSPORTATION PERMITTING THE CITY OF FINDLAY TO INSTALL A STORM SEWER ACROSS THE CSX RAILROAD TRACKS ON EAST FOULKE AVENUE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Findlay will be installing a new storm sewer across the CSX railroad tracks on East Foulke Avenue, which will require an agreement with said railroad company prior to the installation of said storm sewer, and;

WHEREAS, Council desires to authorize the Service Director of the City of Findlay, Ohio to enter into an agreement with the CSX Transportation permitting said storm sewer installation.

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 Service Director of the City of Findlay be and he is hereby authorized to enter into an agreement with CSX Transportation, which will permit the City of Findlay to install a new storm sewer across the CSX Railroad tracks where they cross East Foulke Avenue in the City of Findlay, Ohio.

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 authorize said agreement so that the installation of said storm sewer may be completed.

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 _____

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of July 17, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF FINDLAY, OH, a municipal corporation, political subdivision or state agency, under the laws of the State of Ohio, whose mailing address is 318 Dorney Plaza, Room 304, Findlay, Ohio 45840, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirty inch (30") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Findlay, Hancock County, Ohio, Great Lakes Division, Toledo Branch Subdivision, Milepost QT-42.56, Latitude N41:03:28.00, Longitude W83:38:43.00;
2. One (1) existing ten inch (10") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Findlay, Hancock County, Ohio, Great Lakes Division, Toledo Branch Subdivision, Milepost QT-42.56, Latitude N41:03:28.00, Longitude W83:38:43.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND SEVEN HUNDRED AND 00/100 U.S. DOLLARS (\$5,700.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities,

whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's Contractor's existing CGL policy (ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by

Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensors, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensors's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

(B) At Licensors's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee only, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field

construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 419-424-7121.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF FINDLAY, OHIO

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX867847, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated July 17, 2018, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

ORDINANCE NO. 2018-079

AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT FOR A FLOOD MITIGATION BENCHING PROJECT, 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 Safety Director of the City of Findlay, Ohio be and he is hereby authorized to enter into a Memorandum of Understanding with the Maumee Watershed Conservancy District for maintenance of flood reduction area and replacement of a section of sanitary sewer with the Maumee Watershed Conservancy District providing all labor necessary to construct same improvement.

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 it is immediately necessary to enter into said MOU so that said flood reduction efforts may proceed.

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 AGREEMENT
BY AND BETWEEN THE HANCOCK COUNTY COMMISSIONERS,
THE CITY OF FINDLAY, OHIO AND THE MAUMEE
WATERSHED CONSERVANCY DISTRICT**

I. BACKGROUND:

The Maumee Watershed Conservancy District (MWCD), a watershed district formed pursuant to Chapter 6101 of the Ohio Revised Code, has received detailed plans for flood mitigation improvements in the City of Findlay (the City).

The detailed plans call for the following improvements: 1) Removal of four (4) low head dams in the River between Broad Avenue and Lye Creek and replacing said dams with riffle structures; and, 2) Widening of the flood plain bench on the north side of the River downstream of the Norfolk & Southern Railroad bridge to Broad Avenue.

In November, 2009, the voters of Hancock County (the County) passed a ¼% Sales Tax whose proceeds are dedicated to flood mitigation in Hancock County. This Memorandum of Agreement shall serve as notice by the Hancock County Commissioners to provide said ¼% Sales Tax to the MWCD to cover the costs of completing the tasks described in the preceding paragraph.

II. MWCD DUTIES AND REQUIREMENTS:

A. Use of Funds. MWCD shall use the funds under this Agreement for the purpose of contracting with (Name of Contractor) in the amount of (\$XX,XXX,XXX,XX) for the construction of the recommended improvements and for administrative expenses incurred by the MWCD to support the project.

B. Disbursements. In lieu of levying assessments as prescribed in ORC 6101.48, the MWCD shall submit disbursement requests to the County, which shall determine whether the submitted costs are allowable under this Agreement. Upon approval of the disbursement, the County will transmit funds to MWCD.

C. Inspection of Constructed Facilities. The MWCD shall periodically inspect the constructed Hydraulic Improvements to ensure they match the constructed dimensions and conditions. Should the MWCD determine the City has not met the maintenance requirements described in Section IV(C) of this agreement, the MWCD shall bring the constructed facilities into compliance and shall assess the City for the cost of said compliance.

D. Catastrophic Damages. In the event a catastrophic flood causes damage to the Hydraulic Improvements constructed under this agreement, the cost of which exceeds \$100,000 to return the Hydraulic Improvements to their original constructed condition, the MWCD agrees to examine the cause, address any needed design changes, contract for

the necessary repairs and assess the cost of said repairs to the City. The City shall be responsible for contracting and paying for any damages that are less than \$100,000.

Repair costs contracted by MWCD under this provision shall be limited to those improvements required for maintaining hydraulic capacity. Public improvements placed in the area by the City for aesthetic or recreational purposes shall be repaired/replaced by the City as deemed necessary by the City.

E. Future Projects. In the event other flood mitigation projects are constructed within Hancock County under the auspices of MWCD that require long term maintenance of constructed facilities, the MWCD shall consider accepting maintenance responsibility of the Hydraulic Improvements constructed under this agreement. This requirement shall be void in the event a sub-district or equivalent is established for said management and maintenance of the Hydraulic Improvements.

F. 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. HANCOCK COUNTY DUTIES AND REQUIREMENTS:

A. Funding. In compliance with Section II(B), the County shall provide funding to the MWCD through the ¼% Sales Tax adopted for the purpose of flood mitigation improvements in Hancock County. The County's financial obligation under this agreement shall be ~~(\$XX,XXX,XXX.XX)~~ which is the as-bid price for the County's share of the project. Should there be change orders necessary to complete the construction, the County shall amend this amount by Resolution as an addenda to this agreement.

B. Property Access. The County agrees to permit the MWCD and its agents or assigns access across any properties owned by the County that may be impacted by the recommended improvements.

~~C. Maintenance Funds. At the conclusion of the warranty period described in Section IV(C), the County will take under advisement the possible transfer of unencumbered funds remaining in the Flood Mitigation account to the City; said funds to be used for maintenance of the Hydraulic Improvements.~~

IV. CITY OF FINDLAY DUTIES AND REQUIREMENTS

A. Property Access. The City to permit the MWCD and its agents and assigns access across any properties owned by the City that may be impacted by the

recommended improvements. Any costs associated with repair or damage to City property resulting from said access shall be the responsibility of the MWCD.

B. Property Use. The City agrees to provide permanent easements to the MWCD for any improvements that may be constructed on property owned by the City and further agrees to abide by any restrictions or covenants included in those easements.

C. Maintenance of Constructed Facilities. The City agrees to perform the permanent maintenance of the facilities described in Section I of this agreement to comply with the as constructed dimensions and conditions. Should the City fail to meet this obligation, the MWCD shall notify the City in writing within 30 days of any inspection that detects a maintenance issue. The City shall then rectify or provide an appropriate course of action to bring the facilities into compliance with the constructed dimensions and conditions. Should the City fail to meet the maintenance schedule, the MWCD shall have said maintenance performed and shall assess the City for the cost associated with the required maintenance. Routine maintenance shall include: 1) periodic mowing of the grassed area in the bench widening; 2) maintenance and/or replacement of trees planted as the riparian buffer along the north side of the River for the length of the bench widening; and 3) periodic replacement of rip-rap at the constructed riffle structures. The contractor for the Hydraulic Improvements will be required to warrant the work for one (1) year after completion of the improvements. The City's only maintenance concern during the warranty period will be periodic mowing.

D. Funding for Sanitary Sewer Improvements. The City agrees to provide funding in the amount of ~~(\$XXX,XXX,XX)~~ which is the as-bid price for the cost of replacement of existing sanitary sewers identified in the construction plans and contract documents. The City shall deposit the as-bid price with the County in order to cover the full contractual obligation to the Contractor. Should there be change orders necessary to complete the construction, the City shall amend this amount by Ordinance as an addenda to this agreement.

E. Construction Inspection of Sanitary Sewer Improvements. The City agrees to provide, at its own expense, construction inspection services for the replacement of existing sanitary sewers identified in the construction plans and contract documents.

F. Relocated Bike Path. The City and the Hancock Park District (HPD) have an existing agreement whereby the HPD maintains the existing bike path that traverses the project site from North Cory Street to Fox Street. A portion of the existing path will be relocated as part of the proposed improvements. The City and HPD shall abide by the terms of their existing agreement to ensure the relocated bike path continues to receive proper maintenance.

V. 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 Franklin 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:

Brian J. Robertson, Chairman
Board of Hancock County Commissioners

Date

Timothy K. Bechtol, Member
Board of Hancock County Commissioners

Date

Mark D. Gazarek, Member
Board of Hancock County Commissioners

Date

Approved as to form:

Lucinda M. Land
Assistant County Prosecutor

Date

Richard Ricker, Chairman
Maumee Watershed Conservancy District

Date

George Ropp, Board Member
Maumee Watershed Conservancy District

Date

Mark Moats, Board Member
Maumee Watershed Conservancy District

Date

Lydia Mihalik, Mayor
City of Findlay, Ohio

Date

Approved as to form:

Donald J. Rasmussen
City of Findlay Law Director

Date