

# FINDLAY CITY COUNCIL AGENDA

**REGULAR SESSION**

**May 19, 2015**

**COUNCIL CHAMBERS**

## **ROLL CALL of 2014-2015 Councilmembers**

### **ACCEPTANCE/CHANGES TO PREVIOUS CITY COUNCIL MEETING MINUTES:**

- Acceptance or changes to the May 5, 2015 Regular Session City Council meeting minutes.

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

### **PROCLAMATIONS:** - none.

### **RECOGNITION/RETIREMENT RESOLUTIONS:** -none.

### **WRITTEN COMMUNICATIONS:**

#### **Time Warner Cable Director of Government Relations Brian Young – Comcast/Time Warner Cable Transaction Terminated**

More than a year ago, Time Warner Cable Inc. ("Time Warner Cable"), the ultimate parent of the cable franchisee in our community, and Comcast Corporation ("Comcast") entered into an agreement to merge and Comcast then agreed to transfer certain systems to Charter Communications. On April 24, 2015, Comcast terminated those agreements and this letter is to let you know that Time Warner Cable will now continue as the operator of the cable system in our community. Time Warner Cable will remain financially and operationally strong, and are committed to continue to deliver great experiences to their customers. Contact (419) 429-7450 or email [brian.young@twcable.com](mailto:brian.young@twcable.com) with any questions.

### **ORAL COMMUNICATIONS:** - none.

### **PETITIONS:**

#### **Zoning amendment request – 810 N Cory St**

Kenneth Eckleberry would like to change the zoning to R4 Two Family. It currently is zoned as R2 Single Family. Needs to be referred to City Planning Commission and Planning & Zoning Committee.

#### **Zoning amendment request – 101 Shinkle St**

Philip Rooney, Rooney & Ranzau, Ltd., would like to change the zoning to M-1 Multi Family, Medium Density. It currently is zoned as R-2 is single family, medium density. Needs to be referred to City Planning Commission and Planning & Zoning Committee.

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

**Findlay Police Department Activities Report** – April 2015.

**Findlay Municipal Court Activities Report** – April 2015.

**City Planning Commission minutes** – April 9, 2015.

**Findlay W.O.R.C. Financial Analysis Report** – January 1, 2015 through April 30, 2015.

#### **City Auditor Jim Staschiak – summary financial reports**

A set of summary financial reports for the prior month follows including:

- Summary of Year-To-Date Information as of April 30, 2015
- Cash & Investments as of April 30, 2015
- Open Projects Report as of April 30, 2015
- Financial Snapshot for General Fund as April 30, 2015

**Treasurer's Reconciliation Report** – April 30, 2015.

**N.E.A.T. Departmental Activity Report** – April 2015.

**Findlay Fire Department Activities Report** – April 2015.

**Health Commissioner Stephen Mills – Local Government Innovation Program**

At the request of the City/County Health Department Merger Committee, Barb Wilhelm applied for and obtained a Local Government Innovation Program Grant through the Ohio Development Services Agency. The purpose of this grant was to allow for a feasibility study to be completed regarding the facility to be used for the newly combined Hancock Public Health District. These dollars may be used for consulting fees, supplies, plan review and approval. The ultimate goal of the project will be to provide a well-designed, accessible, client friendly public health space that will fit the needs of the current public health demands for Findlay and Hancock County while positioning for accreditation and to address future public health needs.

The grant cycle for this award began on April 6, 2015 and will continue until complete or April 6, 2017. Emergency legislation to appropriate funds is requested. Ordinance No. 2015-044 was created.

FROM: Ohio Development Services Agency grant \$ 39,000.00  
TO: 2015 LGIF Grant Project #31954700 \$ 39,000.00

**Service-Safety Director Paul Schmelzer – City Street Department 350 West High Street**

In 2002, the City closed on area of concern per an accepted closure plan that was submitted in 2003, however, there was another area left open to corrective action on the property. This was a small area approximately 50' x 50' that was at one point an area where dumping occurred. Over the past year, the Service-Safety Director has been working with TTL and the EPA to clear remaining environmental issues at the City Street Department property located on High Street. This is also the location of the City's green waste site.

The corrective action method consisted of quarterly ground water monitoring/sampling. The testing has shown that there is no evidence of impacts to the ground water zone resulting from the historic waste handling activities. The EPA has concluded that further investigation of the other unit is unnecessary as there is no evidence of a release of hazardous waste or constituents from the unit or any other area at the City's facility.

**Service-Safety Director Paul Schmelzer – Fostoria Avenue Drainage (Phase I), Project 325843**

In 2008, an application was made to OPWC for the Fostoria Avenue drainage project. The project is intended to provide drainage relief to the area between Tiffin and Fostoria Avenue. OPWC granted funds up to \$375,000 to help pay for what was at the time estimated to be a \$500,000 project. During the design phase, it was determined that the project could not be constructed due to a lack of easements and difficulty with crossing other underground utilities.

In 2013, Steve Wilson and the Service-Safety Director discussed an extension of the funding so that a constructible solution could continue to be worked on. Engineering worked with different property owners to negotiate easements and an alternate route for the storm sewer outlet was developed. OPWC has also previously granted \$252,500 for the construction of Phase II. Bids for this were received on May 11, 2015. The lowest and best bid was received from Helms & Sons Excavating of Findlay, Ohio for \$976,518. An additional appropriation of \$721,000 over the budget amount is needed to cover the contingency and construction of Phase I. The Capital Plan had already shown a contribution from the Storm Fund of \$135,000 but it has not yet been appropriated. The Stormwater Fund has approximately \$2,500,000 available.

Legislation for a first reading is requested. The scope will be reviewed during the next Appropriations Committee meeting. The Service-Safety Director recommends the City move forward with this project as the problem will still exist and the City will lose over \$600,000 in OPWC funding if not. OPWC has been willing to work with the City on this project, but they want confirmation on the City's direction. This will be in conjunction with paving on Tiffin Avenue. Ordinance No. 2015-043 was created.

FROM: Stormwater Fund \$ 721,000.00  
TO: Fostoria Ave Drainage (Phase I) Project #32584300 \$ 721,000.00

**Mayor Lydia Mihalik – appointment to Blanchard Valley Port Authority**

Request for confirmation for reappointment of Gary Peiffer to the Blanchard Valley Port Authority through June 30, 2019. He has served as a joint City of Findlay appointment to the Port Authority since its inception in 2007.

**Board of Zoning Appeals Minutes – April 9, 2015.**

**COMMITTEE REPORTS:**

An **AD HOC COMMITTEE** met on May 6, 2015 to discuss salaries for elected officials. This meeting is a continuation of the March 18, 2015 and March 31, 2015 meetings.

*We recommend meeting on May 27, 2015 at 4:00pm to make specific salary proposals and to continue discussions about establishments of citizens compensation committee.*

The **N.E.A.T. AD HOC COMMITTEE** met on May 13, 2015 to discuss water regulations and planned ordinances.

*We recommend adoption of Ordinance No. 2015-046 recommending the establishment of a Utility Review Board. Ordinance No. 2015-045 was created.*

The **PLANNING & ZONING COMMITTEE** to whom was referred a request to rezone 706 West Main Cross Street from R-3 Single Family High Density to M-1 Multi-Family Medium Density.

*We recommend to approve as requested. Ordinance No. 2015-040 was created.*

The **PLANNING & ZONING COMMITTEE** to whom was referred a request to rezone 1769 Romick Parkway from I-1 Light Industrial to C-2 Commercial.

*We recommend to approve as requested. Ordinance No. 2015-041 was created.*

The **PLANNING & ZONING COMMITTEE** to whom was referred a request from Ryan Switzer to vacate Cord Street from the southerly right of way line of Lima Avenue to Stadium Drive, together with Stadium Drive from the easterly right of way line of Lake Cascades Parkway to the easterly right of way line of Cord Street.  
*We recommend to approve as requested. Ordinance No. 2015-042 was created.*

The **PLANNING & ZONING COMMITTEE** to whom was referred a request to rezone the Ranzau/Jaqua annexation II I-1 Light Industrial District.  
*We recommend to approve as requested. An Ordinance will be on the June 2, 2015 agenda for its first reading. 60 day hold in Council Office still in effect.*

## **LEGISLATION**

### **RESOLUTIONS:**

**RESOLUTION NO. 011-2015** (12.25% pick up FPD)

**third reading**

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF FINDLAY, OHIO TO COMPLY WITH SECTION 742.31 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

**RESOLUTION NO. 012-2015** (12.25% pick up FPD)

**third reading**

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF FINDLAY, OHIO TO COMPLY WITH SECTION 742.31 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

**RESOLUTION NO. 013-2015** (629 grant program continuation)

**first reading**

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO TO SEEK FUNDING THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) JOBS AND COMMERCE GRANT PROGRAM AND THE DEVELOPMENT SERVICES AGENCY ROADWORK DEVELOPMENT (629) GRANT PROGRAM FOR THE PURPOSE OF INFRASTRUCTURE UPGRADES WITHIN AND AROUND THE CITY OF FINDLAY, AND DECLARING AN EMERGENCY.

### **ORDINANCES:**

**ORDINANCE NO. 2015-033** (724 N Main St rezone)

**third reading**

AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 724 NORTH MAIN STREET REZONE) WHICH PREVIOUSLY WAS ZONED "C-2 GENERAL COMMERCIAL" TO "R-2 SINGLE FAMILY RESIDENTIAL".

**ORDINANCE NO. 2015-034** (306 W Bigelow Ave rezone)

**third reading**

AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 306 WEST BIGELOW AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "R-1 SINGLE FAMILY LOW DENSITY RESIDENTIAL" TO "O-1 INSTITUTIONS AND OFFICES".

**ORDINANCE NO. 2015-036** (new Section 931.06)

**third reading**

AN ORDINANCE ENACTING NEW CODIFIED SECTION 931.06, KNOWN AS THE DEFINITIONS FOR STORM WATER REGULATIONS FOR THE CITY OF FINDLAY, OHIO.

**ORDINANCE NO. 2015-037** (new Chapter 935)

**third reading**

AN ORDINANCE ENACTING NEW CODIFIED CHAPTER 935 KNOWN AS THE ILLICIT DISCHARGE AND ILLEGAL CONNECTION CONTROL TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) FOR THE CITY OF FINDLAY, OHIO.

**ORDINANCE NO. 2015-038** (new Chapter 937)

**third reading**

AN ORDINANCE ENACTING NEW CODIFIED CHAPTER 937 KNOWN AS DRAINAGE, EROSION AND SEDIMENT CONTROL FOR THE CITY OF FINDLAY, OHIO.

**ORDINANCE NO. 2015-040** (706 Main Cross St rezone)

**first 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 706 WEST MAIN CROSS STREET REZONE) WHICH PREVIOUSLY WAS ZONED "R-3 SINGLE FAMILY HIGH DENSITY" TO "M-1 MULTI-FAMILY MEDIUM DENSITY".

**ORDINANCE NO. 2015-041** (1769 Romick Pkwy rezone)

**first 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 1769 ROMICK PARKWAY REZONE) WHICH PREVIOUSLY WAS ZONED "I-1 LIGHT INDUSTRIAL" TO "C-2 COMMERCIAL".

**ORDINANCE NO. 2015-042** (*Cord St vacation*)

**first reading**

AN ORDINANCE VACATING A CERTAIN STREET (HEREINAFTER REFERED TO AS CORD STREET VACATION) IN THE CITY OF FINDLAY, OHIO.

**ORDINANCE NO. 2015-043** (*Fostoria Avenue Drainage (Phase I), Project 325843*)

**first reading**

AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2015-044** (*Health Dept local government innovation program*)

**first reading**

AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2015-045** (*water service termination*)

**first reading**

AN ORDINANCE ENACTING NEW CODIFIED SECTIONS 521.011, 521.012, AND 521.013 FOR THE CITY OF FINDLAY, OHIO.

***UNFINISHED BUSINESS***

OLD BUSINESS

NEW BUSINESS



April 29, 2015

Denise DeVore, Clerk of Council  
The City of Findlay  
318 Dorney Plaza, Room 114  
Findlay, Ohio 45840

Re: Comcast/Time Warner Cable Transaction Terminated

Dear Ms. DeVore:

More than a year ago, Time Warner Cable Inc. ("Time Warner Cable"), the ultimate parent of the cable franchisee in your community, and Comcast Corporation ("Comcast") entered into an agreement to merge and Comcast then agreed to transfer certain systems to Charter Communications. As you probably know, last Friday, Comcast terminated those agreements and this letter is to let you know that Time Warner Cable will now continue as the operator of the cable system in your community. I want to take this opportunity to assure you that Time Warner Cable remains financially and operationally strong, and we are committed to continue to deliver great experiences to our customers. As always, if you have any questions, feel free to call me at 419.429.7450 or send an email to [brian.young@twcable.com](mailto:brian.young@twcable.com).

Respectfully,

A handwritten signature in cursive script, appearing to read "B. Young".

Brian Young  
Director of Government Relations  
Time Warner Cable

PETITION FOR ZONING AMENDMENT

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

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

ADDRESS 810 N. Cory St Findlay, OH SUBDIVISION Taylor & Hall's ADD

LOT No.(s) Lot 1307

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

<u>SIGNATURE</u>	<u>SUBDIVISION</u>	<u>LOT NO.</u>	<u>STREET FRONTAGE</u>

IF NOT LOCATED IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION

EXISTING USE Duplex

PRESENT ZONING DISTRICT R-2 Single Family

PROPOSED ZONING DISTRICT R-4, Two Family

- 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 statement of how the proposed rezoning relates to the Findlay Comprehensive Land Use Plan.

d. Application for Planned Unit Development, City Planning Commission, City of Findlay, Ohio, if applying for a PUD.

Name of Contact Person Kenneth C. Eckleberry

Mailing Address 810 North Cory St Findlay OH 45840

Phone No. (Home) 419-957-4079 (Business) \_\_\_\_\_

5-5-2015  
Date

Kenneth C. Eckleberry  
Signature of contact Person

---

**OFFICE USE ONLY**

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

Date Petition Submitted to City Council \_\_\_\_\_

Referral to Planning Commission \_\_\_\_\_ Referral to Planning & Zoning \_\_\_\_\_

Planning Commission \_\_\_\_\_ Disposition \_\_\_\_\_

Planning & Zoning \_\_\_\_\_ Disposition \_\_\_\_\_

Public Hearing Date Set By Council \_\_\_\_\_

Date of Newspaper Notice \_\_\_\_\_  
(Must be mailed at least 30 days prior to Hearing)

Date of Notice to Abutting Owners \_\_\_\_\_  
(Must be mailed at least 20 days prior to Hearing)

Referred for Legislation: \_\_\_\_\_

Date of Readings by Council:

First \_\_\_\_\_ Second \_\_\_\_\_ Third \_\_\_\_\_

Action by Council: \_\_\_\_\_ Ordinance No. \_\_\_\_\_



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### Hancock County GIS



Notes

# Data For Parcel 600000306180

## Base Data

**Parcel:** 600000306180  
**Owner:** ECKLEBERRY KENNETH C  
**Address:** 810 N CORY ST FINDLAY OH 45840



[+] Map this property.

## Mailing Address

**Mailing Name:** ECKLEBERRY KENNETH C  
**Address:** 810 N CORY ST  
**City State Zip:** FINDLAY OH 45840

## Geographic

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

## Legal

<b>Legal Description Line 1:</b>	TAYLOR & HALLS ADD	<b>Low Topography:</b>	NO	<b>Public Water Utilities:</b>	YES
<b>Legal Description Line 2:</b>	LOT 1307	<b>Rolling Topography:</b>	NO	<b>Public Sewer Utilities:</b>	YES
<b>Legal Description Line 3:</b>		<b>Standard Topography:</b>	NO	<b>Public Gas Utilities:</b>	YES
<b>Land Use Code:</b> [1]	520 TWO FAMILY DWELLING PLATTED LAND	<b>Paved Roads:</b>	YES	<b>Public Electric Utilities:</b>	YES
<b>Map Number:</b>	101013103006000	<b>Gravel Roads:</b>	NO	<b>Private Water Utilities:</b>	NO
<b>Neighborhood:</b>	21350331 TAYLOR & HALLS ADD	<b>Dirt Roads:</b>	NO	<b>Private Sewer Utilities:</b>	NO
<b>Acres:</b>	0	<b>Sidewalks:</b>	YES	<b>Private Gas Utilities:</b>	NO
<b>Level Topography:</b>	YES	<b>Curbs:</b>	YES	<b>Private Electric Utilities:</b>	NO
<b>High Topography:</b>	NO	<b>Standard Roads:</b>	NO	<b>Standard Utilities:</b>	NO

1. Land Use code is *not* the zoning code

## Comments

Type	Description
Front of Card	MULTI-FAMILY DWELLING
Back of Card	NV=SHED 10X10 ; 13 CHG DWLG GRADE FROM C+ TO C PER RC 9/11/13

GIS parcel shapefile last updated 5/4/2015 2:20:42 AM.  
 CAMA database last updated 5/1/2015 8:02:50 PM.

Parcel

570006220000

Richard F. Baum  
805 N. Cory St,  
Findlay OH 45840

Parcel

570000220010

Elaine S. Rettig +  
Alvin D. Rettig  
811 N Cory St  
Findlay OH 45840

Parcel

570000220020

David A. Lunt  
815 N Cory St  
Findlay OH 45840

Parcel

600000306170

William E. Sherman +  
Lois L. Sherman  
814 N Cory St.  
Findlay OH 45840

Parcel

600000306190

Joel A. Curtis &  
Diane G. Curtis

806 N Cory St.  
Findlay OH 45840

Parcel

580000243820

David L. Long

811 Franklin Ave  
Findlay OH 45840

Parcel

580000243830

Mary Lee SHANK Rev Trust,  
Mary Lee SHANK Trustee

807 Franklin Ave  
Findlay OH 45840

Parcel

580000243840

William J Schifferly

805 Franklin Ave  
Findlay OH 45840

PETITION FOR ZONING AMENDMENT


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

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

ADDRESS 101 Shinkle Street SUBDIVISION Shinkle Subdivision

LOT No.(s) 17433

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

SIGNATURE	SUBDIVISION	LOT NO.	STREET FRONTAGE
	Shinkle Subdivision	17433	175 feet

Christina R. Snoke  
By: Philip Rooney, Attorney

IF NOT LOCATED IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION

EXISTING USE Tri-Plex

PRESENT ZONING DISTRICT R-2

PROPOSED ZONING DISTRICT M-1

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 statement of how the proposed rezoning relates to the Findlay Comprehensive Land Use Plan.

d. Application for Planned Unit Development, City Planning Commission, City of Findlay, Ohio, if applying for a PUD.

Name of Contact Person Philip L. Rooney

Mailing Address 119 East Crawford Street, Findlay, OH 45840

Phone No. (Home) 419-425-3821 (Business) 419-425-3821

5/14/13  
Date

  
Signature of contact Person

**OFFICE USE ONLY**

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

Date Petition Submitted to City Council \_\_\_\_\_

Referral to Planning Commission \_\_\_\_\_ Referral to Planning & Zoning \_\_\_\_\_

Planning Commission \_\_\_\_\_ Disposition \_\_\_\_\_

Planning & Zoning \_\_\_\_\_ Disposition \_\_\_\_\_

Public Hearing Date Set By Council \_\_\_\_\_

Date of Newspaper Notice \_\_\_\_\_  
(Must be mailed at least 30 days prior to Hearing)

Date of Notice to Abutting Owners \_\_\_\_\_  
(Must be mailed at least 20 days prior to Hearing)

Referred for Legislation: \_\_\_\_\_

Date of Readings by Council:

First \_\_\_\_\_ Second \_\_\_\_\_ Third \_\_\_\_\_

Action by Council: \_\_\_\_\_ Ordinance No. \_\_\_\_\_

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### Hancock County GIS



Notes



**Attachment B**

**Adjoining Property Owners**

**Caitlin & Scott Simpson  
100 Shinkle Street  
Findlay, Ohio 45840  
Parcel No. 600001005074**

**Christina R. Snoke & David Snoke  
103 Shinkle Street  
Findlay, Ohio 45840  
Parcel No. 600000294510**

**Roberta J. Williams  
717 River Street  
Findlay, Ohio 45840  
Parcel No. 610000332460**

**City of Findlay  
318 Dorney Plaza  
Findlay, Ohio 45840  
Parcel No. 610001018960**

## Attachment C

### Relation to Land use Plan

The requested zoning amendment is not in compliance with the current land use plan. The applicant is making this request based on the fact that it has discovered that the structure on the premises is non-conforming based on a modification made by a prior owner that did not obtain proper approval from the City, and based on the fact that the City is contemplating a change to the zoning code to allow triplex structures under the current R-4 zoning classification. Applicant is looking to obtain the zoning change to fill the gap in the code until changes can be made by the City.

# City of Findlay

Lydia Mihalik, Mayor

## POLICE DEPARTMENT

Gregory R. Horne, Chief of Police

318 Dorney Plaza, Room 207 • Findlay, OH 45840

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

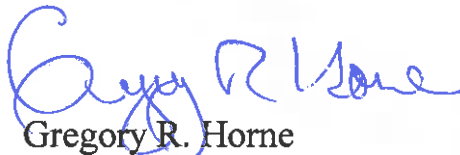
[www.findlayohio.com](http://www.findlayohio.com)

May 4, 2015

Honorable Council:

Attached are the Findlay Police Department activity stats for April 2015.

Sincerely,



Gregory R. Horne  
Chief of Police



**CITY OF FINDLAY  
POLICE DEPARTMENT  
FINDLAY, OH 45840**



Phone: 419-424-7163  
Fax: 419-424-7296

**Patrol Division  
Monthly Activity Report  
Month of: April, 2015**

	<u>Month</u>	<u>Year to Date</u>
Traffic Stops:	554	2806
Citations:	182	1114
Operating Vehicle while Intoxicated:	6	45
Accidents (non injury):	64	350
Injury Accidents:	8	54
Criminal Damaging/ Vandalism:	23	75
Theft/Fraud/Shoplifting Complaints:	107	424
Motor Vehicle Theft:	2	24
Unlawful Entry Complaints:	19	78
Domestic Dispute Complaints:	45	218
Assault Complaints:	17	66
Sex Offense Complaints:	8	27
Alcohol/Drug Complaints:	38	159
Warrants Served:	66	338
Arrests:	140	676
Total Reports Generated:	1025	4627
School Walk Thru's:	54	286

Detective Division  
April, 2015 Activity

Cases Submitted for Prosecution

	Month	Year to Date
Law Director:	118	392
County Prosecutor:	36	158
Juvenile Prosecutor:	18	85

There were a total of 15 new cases assigned for investigation during the month of April.



**CITY of FINDLAY  
POLICE DEPARTMENT  
FINDLAY, OH 45840**



Phone: 419-424-7194  
Fax: 419-424-7891

**Vice Narcotics Unit/METRICH Unit**

**Activity Report**

April 2015

The following is the activity report for the Vice Narcotics Unit/METRICH Unit for the month of April 2015:

Narcotics Investigations: 30

Felony Arrests: 7 (13 charges)

Misdemeanor Arrests: 0

Drug Talks: 1

Sgt. Justin Hendren 818



# CITY of FINDLAY POLICE DEPARTMENT FINDLAY, OH 45840



## Special Assignment Unit

### Activity Report

Month April Year 2015

Chief Horne,

The following report is from the Special Assignment Unit (SAU) activities for the month listed above.

Events: 99  
Arrests: 28  
Traffic Citations: 43  
Traffic Warnings: 9  
OVI:  
Minor Misdemeanor Citations: 5  
Warrant/Summons Service: 20 / 3  
Alcohol/Drug Offenses: Drugs 13  
Weapon Offenses: 1  
Cases referred for charges (no arrest): 2  
Surveillance Details:  
Assists to other PD Divisions:

Submitted by: Lt. R. A. Doe #468

**MONTHLY COURT OFFICER ACTIVITY REPORT**

MONTH: APRIL YEAR 2015

TOTAL PAPERS PROCESSED	<u>140</u>
TOTAL PAPER SERVICE HOURS	<u>62</u>
TOTAL COURT SECURITY HOURS	<u>61.5</u>
TOTAL PRISONERS TO/FROM COURT	<u>2</u>
TOTAL MILES DRIVEN	<u>495</u>
TOTAL SUMMONS	<u>96</u>
TOTAL OVERTIME HOURS	<u>0</u>

Off. Tracy [Signature]  
COURT OFFICER

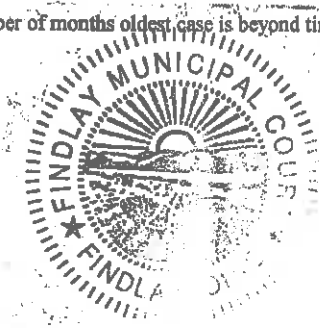


**THE SUPREME COURT OF OHIO**  
**Administrative Judge**  
**MUNICIPAL COURT AND COUNTY COURT**

Court: **FINDLAY MUNICIPAL COURT** Judge: **JONATHAN P STARN**

Report for the month of: **April 2015**

	A	B	C	D	E	F	G	H	I	T	
	Felonies	Misdemeanors	O.M.V.I.	Other Traffic	Personal Injury & Property	Contracts	F.E.D.	Other Civil	Small Claims	TOTAL	
Pending beginning of period	1	2	93	12	462	4	354	52	0	143	1122
New cases filed	2	7	154	33	1053	2	93	28	0	114	1484
Cases transferred in, reactivated or redesignated	3	0	18	2	26	0	0	0	0	0	46
<b>TOTAL (Add lines 1-3)</b>	4	9	265	47	1541	6	447	80	0	257	2652
Trial/Hearing by judge (include bindover by preliminary hearing, guilty or no contest pleas and defaults)	5	0	52	2	49	0	62	11	0	1	177
Hearing by Magistrate (Include guilty or no contest pleas and defaults)	6	1	0	40	0	0	0	0	44	85	
Transfer (Include waivers of preliminary hearing and individual judge assignments)	7	1	70	35	98	0	10	2	0	0	216
Dismissal for lack of speedy trial (criminal) or want of prosecution (civil)	8	0	0	0	0	0	1	1	0	0	2
Other dismissals (Include dismissals at preliminary hearing)	9	5	3	1	6	0	36	9	0	33	93
Violations Bureau	10	0	0	663	0	0	0	0	0	0	663
Unavailability of party for trial or sentencing	11	0	18	1	51	0	0	0	0	0	70
Bankruptcy stay or interlocutory appeal	12	0	0	0	0	0	1	0	0	0	1
Other terminations	13	0	27	1	234	0	0	0	0	1	263
<b>TOTAL (Add lines 5-13)</b>	14	6	171	40	1141	0	110	23	0	79	1570
Pending end of period (Subtract line 14 from line 4)	15	3	94	7	400	6	337	57	0	178	1082
Cases pending beyond time guideline	16	0	0	0	0	0	0	0	0	0	0
Number of months oldest case is beyond time guideline	17	0	0	0	0	0	0	0	0	0	0



*[Handwritten Signature]*

JONATHAN P STARN

*Weathered Rhonda Jorgensen*  
 Prepare's name and telephone number if other than judge (print or type)

4194247143

5/5/15

Date

5/5/15

Date

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

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


Court: **FINDLAY MUNICIPAL COURT** Judge: **JONATHAN P STARN**

Report for the month of: **April 2015**

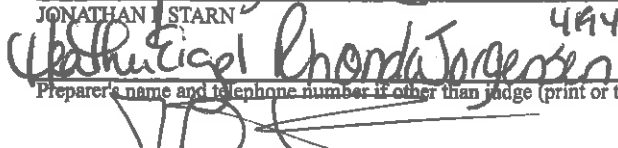
Date of completion of most recent physical inventory  
**01/31/2014**

		B	C	D	E	F	G	H	T	V
		Misdemeanors	O.V.I.	Other Traffic	Personal Injury & Property Damage	Contracts	F.E.D.	Other Civil	TOTAL	Visiting Judge
Pending beginning of period	1	230	100	136	2	19	3	0	490	0
New cases filed	2	38	19	46	0	7	2	0	112	0
Cases transferred in, reactivated or redesignated	3	6	0	4	0	0	0	0	10	0
<b>TOTAL (Add lines 1-3)</b>	4	274	119	186	2	26	5	0	612	0
Jury trial	5	0	0	0	0	0	0	0	0	0
Court trial	6	0	0	2	0	0	1	0	3	1
Default	7				0	0	0	0	0	0
Guilty or no contest plea to original charge	8	37	21	40					98	5
Guilty or no contest plea to reduced charge	9	2	1	3					6	0
Dismissal for lack of speedy trial(criminal) or want of prosecution (civil)	10	0	0	0	0	0	0	0	0	0
Other Dismissals	11	19	2	12	1	4	0	0	38	0
Transfer to another judge or court	12	1	0	0	0	0	0	0	1	0
Referral to private judge	13				0	0	0	0	0	0
Unavailability of party for trial or sentencing	14	5	0	2	0	0	0	0	7	0
Bankruptcy stay or interlocutory appeal	15	0	0	0	0	0	0	0	0	0
Other terminations	16	0	0	2	0	0	0	0	2	0
<b>TOTAL (Add lines 5-16)</b>	17	64	24	61	1	4	1	0	155	0
Pending end of period (Subtract line 17 from line 4)	18	210	95	125	1	22	4	0	457	0
Cases pending beyond time guideline	19	0	0	0	0	0	0	0	0	0
Number of months oldest case is beyond time guideline	20	0	0	0	0	0	0	0	0	0
Cases submitted awaiting sentencing or judgment beyond time guideline	21	0	0	0	0	0	0	0	0	0


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\_\_\_\_\_  
JONATHAN P STARN

Date 5/5/15

  
\_\_\_\_\_  
Preparer's name and telephone number if other than judge (print or type)  
Rhonda Jorgensen 494247143

Date 5/5/15

  
\_\_\_\_\_  
JONATHAN P STARN

Date 5/5/15

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

Court: **FINDLAY MUNICIPAL COURT** Judge: **ROBERT A FRY**

Report for the month of: **April 2015**

Date of completion of most recent physical inventory  
**12/26/2014**

		B	C	D	E	F	G	H	T	V
		Misdemeanors	O.V.I.	Other Traffic	Personal Injury & Property Damage	Contracts	F.E.D.	Other Civil	TOTAL	Visiting Judge
Pending beginning of period	1	182	106	118	3	10	3	0	422	0
New cases filed	2	32	15	52	0	3	0	0	102	0
Cases transferred in, reactivated or redesignated	3	5	1	5	0	0	0	0	11	0
<b>TOTAL (Add lines 1-3)</b>	<b>4</b>	<b>219</b>	<b>122</b>	<b>175</b>	<b>3</b>	<b>13</b>	<b>3</b>	<b>0</b>	<b>535</b>	<b>0</b>
Jury trial	5	0	0	0	0	0	0	0	0	0
Court trial	6	0	0	0	0	0	0	0	0	0
Default	7	0	0	0	0	0	1	0	1	0
Guilty or no contest plea to original charge	8	36	20	25	0	0	0	0	81	30
Guilty or no contest plea to reduced charge	9	3	1	2	0	0	0	0	6	3
Dismissal for lack of speedy trial (criminal) or want of prosecution (civil)	10	0	0	0	0	0	0	0	0	0
Other Dismissals	11	18	2	9	1	2	0	0	32	1
Transfer to another judge or court	12	1	0	0	0	0	0	0	1	0
Referral to private judge	13	0	0	0	0	0	0	0	0	0
Unavailability of party for trial or sentencing	14	1	1	5	0	0	0	0	7	0
Bankruptcy stay or interlocutory appeal	15	0	0	0	0	0	0	0	0	0
Other terminations	16	0	2	1	0	1	0	0	4	0
<b>TOTAL (Add lines 5-16)</b>	<b>17</b>	<b>59</b>	<b>26</b>	<b>42</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>132</b>	<b>0</b>
Pending end of period (Subtract line 17 from line 4)	18	160	96	133	2	10	2	0	403	0
Cases pending beyond time guideline	19	0	0	0	0	0	0	0	0	0
Number of months oldest case is beyond time guideline	20	0	0	0	0	0	0	0	0	0
Cases submitted awaiting sentencing or judgment beyond time guideline	21	0	0	0	0	0	0	0	0	0

Fax to:  
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Court Statistical Reporting Section  
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Columbus, Ohio 43215-3431

*Robert Fry*  
ROBERT A FRY  
4194247143  
Date **5/5/15**

*Jonathan P Starn*  
Preparer's name and telephone number if other than judge (print or type)  
JONATHAN P STARN  
Date **5/5/15**

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

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

RECEIPTS DEPOSITED:

ALCOHOL MONITORING	\$4,883.00	\$13,537.80	\$1,878.50	\$9,581.82
BOND FEES	\$800.00	\$3,580.00	\$1,350.00	\$3,825.00
CIVIL DEPOSIT TENDERS	\$3,441.00	\$8,444.00	\$740.00	\$3,128.45
COURT COST	\$63,150.73	\$265,233.33	\$58,796.13	\$212,945.04
DUI ENFORCEMENT	\$3,990.97	\$16,212.25	\$3,517.27	\$13,010.04
ELECTRONIC IMAGING	\$4,791.10	\$19,101.45	\$4,227.00	\$14,854.00
FINES & FORFEITURES	176,353.44	\$705,281.44	152,485.93	\$593,593.04
FUND REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$185.00
INDIGENT DRIVER ALCOHOL	\$688.50	\$2,939.14	\$810.50	\$3,446.63
INMATE MEDICAL EXPENSE	\$0.00	\$0.00		
INTEREST	\$10.66	\$35.80	\$8.82	\$31.22
JAIL HOUSING	\$6,426.42	\$26,110.16	\$4,156.83	\$15,769.83
JAIL REIMBURSEMENT	\$338.00	\$1,329.00	\$637.00	\$1,957.50
LEGAL RESEARCH	\$2.50	\$17.50	\$8.00	\$21.00
MEDIATION	\$1,551.50	\$6,190.67	\$1,408.50	\$4,932.50
MISCELLANEOUS	\$33,542.12	\$130,247.85	\$29,031.26	\$100,695.61
MUNI COURT COMPUTERIZATION	\$4,798.90	\$19,163.40	\$4,272.80	\$14,881.90
MUNI COURT IMPROVEMENT	\$4,700.00	\$18,817.50	\$4,196.60	\$14,567.23
RESTITUTION	\$454.07	\$2,098.91	\$479.62	\$3,169.83
SPECIAL PROJECTS	\$18,768.85	\$75,156.26	\$16,431.40	\$57,679.21
STATE PATROL	\$29,882.01	\$116,363.44	\$24,493.79	\$90,673.49
TRAFFIC/CRIMINAL BONDS	(\$2,108.46)	\$21,326.00	\$7,358.30	\$44,637.35
	<b>356,465.31</b>	<b>\$1,451,185.90</b>	<b>316,288.25</b>	<b>\$1,203,585.69</b>

DISTRIBUTIONS:

ALCOHOL MONITORING	\$4,883.00	\$13,537.80	\$1,878.50	\$9,581.82
BOND FEES	\$800.00	\$3,580.00	\$1,350.00	\$3,825.00
CIVIL DEPOSIT TENDERS	\$441.00	\$6,233.50		\$2,645.25
COURT COST	\$62,643.73	\$264,701.33	\$58,796.13	\$210,895.04
DUI ENFORCEMENT	\$3,990.97	\$16,212.25	\$3,517.27	\$13,010.04
ELECTRONIC IMAGING	\$4,791.10	\$19,101.45	\$4,227.00	\$14,854.00
FINES & FORFEITURES	176,379.36	\$709,491.43	149,337.86	\$589,744.11
FUND REIMBURSEMENT				\$185.00
INDIGENT DRIVER ALCOHOL	\$688.50	\$2,939.14	\$810.50	\$3,446.63
INMATE MEDICAL EXPENSE				
INTEREST	\$10.66	\$35.80	\$8.82	\$31.22
JAIL HOUSING	\$6,426.42	\$26,110.16	\$4,156.83	\$15,769.83
JAIL REIMBURSEMENT	\$338.00	\$1,329.00	\$637.00	\$1,957.50
LEGAL RESEARCH	\$2.50	\$17.50	\$8.00	\$21.00
MEDIATION	\$1,551.50	\$6,190.67	\$1,408.50	\$4,932.50
MISCELLANEOUS	\$44,589.56	\$175,394.25	\$61,477.93	\$165,298.06
MUNI COURT COMPUTERIZATION	\$4,798.90	\$19,163.40	\$4,272.80	\$14,881.90
MUNI COURT IMPROVEMENT	\$4,700.00	\$18,817.50	\$4,196.60	\$14,567.23
RESTITUTION	\$323.25	\$1,873.09	\$449.62	\$2,818.53
SPECIAL PROJECTS	\$18,768.85	\$75,156.26	\$16,431.40	\$57,679.21
STATE PATROL	\$29,882.01	\$116,363.44	\$24,493.79	\$90,673.49
	<b>366,009.31</b>	<b>\$1,476,247.97</b>	<b>337,458.55</b>	<b>\$1,216,817.36</b>

DISTRIBUTED TO:

	*****CURRENT YEAR*****		*****LAST YEAR*****	
	MTD	YTD	MTD	YTD
CITY OF FINDLAY	158,157.66	\$636,375.61	127,919.34	\$476,265.92
HANCOCK COUNTY	\$22,250.31	\$102,082.78	\$23,595.68	\$84,718.53
OTHERS	119,326.90	\$472,162.34	125,553.41	\$444,076.76
STATE OF OHIO	\$77,832.15	\$303,545.45	\$65,635.69	\$235,648.52
	<u>377,567.02</u>	<u>\$1,514,166.18</u>	<u>342,704.12</u>	<u>\$1,240,709.73</u>

\_\_\_\_\_  
 ROBERT A FRY, JUDGE

\_\_\_\_\_  
 JONATHAN P. STARN, JUDGE

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

# City of Findlay City Planning Commission

Thursday, April 9, 2015 - 9:00 AM  
Municipal Building, Council Chambers

## Minutes

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

**MEMBERS PRESENT:** Mayor Lydia Mihalik  
Paul Schmelzer  
Jackie Schroeder  
Dan Clinger

**STAFF ATTENDING:** Matt Pickett, FFD  
Matt Cordonnier, HRPC Director  
Judy Scrimshaw, HRPC  
Todd Richard

**GUESTS:** Todd Jenkins, Tom Shindledecker, Lou Willin, Phil  
Rooney, Brett Gies, Ben Titus, Kurt Bishop, Bob Schuck

### CALL TO ORDER

### ROLL CALL

The following members were present:

Mayor Lydia Mihalik  
Paul Schmelzer  
Jackie Schroeder  
Dan Clinger

### SWEARING IN

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

### APPROVAL OF MINUTES

Dan Clinger noted a typo on page 4. Reads “2015” but should be “2014”. This will be corrected. Dan Clinger made a motion to approve the minutes of the March 12, 2015 meeting with the noted correction. Jackie Schroeder seconded. Motion to accept carried 4-0.

### NEW ITEMS

**1. PETITION FOR ZONING AMENDMENT #ZA-04-2015 filed to rezone 724 N. Main Street from C-2 General Commercial to R-2 Single Family Medium Density.**

## **HRPC**

### **General Information**

This site is located on the west side of N. Main Street. The lot is zoned C-2 General Commercial. Parcels to the north, south and east are also zoned C-2. To the west is zoned R-3 Single Family Small Lot. 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 building is listed as a single family residence on the Auditor's website. According to the narrative submitted with the application it had included a decorating business at one time.

### **Staff Analysis**

The applicant is requesting to change the zoning of this parcel from C-2 General Commercial to R-2 Single Family Medium Density. He has stated his intent is to restore it to a single family dwelling.

It appears that the three (3) structures directly south are all residences. The first property to the north is an optometrist's office.

The Land Use Plan showed this area as a PMUD because it was done around the time of the proposed development on the Brandman property and it made sense to continue the use through the neighborhood to Main Street. This area was probably zoned as C-2 (or former B-2) only because it was Main Street frontage and could turn commercial at some time. Homes were allowed in B-2 at the time also.

Staff favors the change to a residential district as it is in keeping with what the actual uses are here.

### **Staff Recommendation**

HRPC Staff recommends that FCPC recommend to Findlay City Council to rezone 724 N. Main Street from C-2 General Commercial to R-2 Single Family Medium Density.

## **ENGINEERING**

No objections

## **FIRE PREVENTION**

No comments

## **STAFF RECOMMENDATION**

Staff recommends that FCPC recommend to Findlay City Council to rezone 724 N. Main Street in PETITION FOR ZONING AMENDMENT #ZA-03-2015 from C-2 General Commercial to R-3 Single Family Medium Density.

## **DISCUSSION**

Dan Clinger asked if it would make more sense to make this R-3 like the homes that abut behind it. He thought that rather than making an isolated pocket of R-2 it might make more sense to be the same.

Mr. Schuck stated that Todd Richard had suggested the R-2, so that is what he applied for. Todd Richard said that the lot size fit the parameters of the R-2 District. He stated that it has no effect on the use. It is still single family just like R-3.

Mr. Cordonnier explained that R-1, R-2 and R-3 all permit the same uses. The differences are only lot size, required frontage and setbacks. Mr. Clinger asked what this does to our overall zoning plan if there are pockets of different zonings on the map.

Matt Cordonnier stated that looking long term, there is an issue on Main Street. The frontage lots on Main were all given a commercial classification when the original zoning was adopted. The Commercial districts no longer allow residential as it did then. The lots are small and could not accommodate the C-2 requirements. He said his preference as a planner would be to eventually change most of these to single family status.

### **MOTION**

Paul Schmelzer made a **motion to recommend to Findlay City Council that 724 N. Main Street be rezoned from C-2 General Commercial to R-2 Single Family Medium Density.**

**2<sup>nd</sup>:** Lydia Mihalik

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

## **2. PETITION FOR ZONING AMENDMENT #ZA-05-2015 filed to rezone 306 W. Bigelow Avenue from R-1 Single Family Low Density to O-1 Institutions and Offices.**

### **HRPC**

#### **General Information**

This site is located on the north side of W. Bigelow Avenue. It is zoned R-1 Single Family Low Density. Land surrounding the parcel is also zoned R-1. It is not within the 100 year flood plain. The Land Use Plan designates the area as Single Family Medium Lot.

#### **Parcel History**

This site was the former location of a drive through carryout.

#### **Staff Analysis**

The applicant wishes to rezone this parcel in order to convert it to an office building. According to the Zoning office records, this building was constructed in 1977 as a carryout. It has been vacant for more than two years, so any non-conforming status has expired.

While the lot is surrounded by residences, it has functioned as a commercial property for nearly 40 years. The carry out would have been regarded as a “neighborhood” type business.

The office use would be a lesser intensity use than the former retail operation. We would assume that operations would be during normal business daytime hours whereas the carry out would have had late night hours. A sketch submitted with the application show the elimination of the drive area that served the actual drive thru lane of the carryout. The existing drive on the east end would remain as the only ingress/egress and parking would be striped along the east side and rear of the building.



Staff feels that this would be a classification that would be more in harmony with the overall residential character of the neighborhood.

### **Staff Recommendation**

HRPC Staff recommends approval of the change to O-1 Institutions and Offices.

### **ENGINEERING**

No Objections

### **FIRE PREVENTION**

No comments

### **STAFF RECOMMENDATION**

Staff recommends that FCPC recommend approval to Findlay City Council of **PETITION FOR ZONING AMENDMENT #ZA-05-2015 filed to rezone 306 W. Bigelow Avenue from R-1 Single Family Low Density to O-1 Institutions and Offices.**

### **DISCUSSION**

Mr. Clinger asked if we knew what type of business intended to locate here. Ms. Scrimshaw replied that a drawing submitted with the application stated that it would be the home of the “Mission Possible” offices. Kurt Bishop stated that they are a non-profit faith-based organization that is currently housed in downtown. They need to find a place of their own and have an offer on this property with the contingency that the zoning is changed for them to be able to locate here.

Mr. Clinger said his only other comment would be that if the building would be torn down, it doesn't make a good R-1 redevelopment. He said that from that standpoint, going from an empty and unmaintained property to something that will be more functional in the community, is certainly much more desirable.

Judy Scrimshaw stated that Bigelow is a major thoroughfare, four lanes wide and is really not a very desirable site for a new single family home. Ms. Scrimshaw commented that we had an issue a while back with the dentist office on Hillcrest Avenue and trying to decide if an office zoning was appropriate on one lot in the residential neighborhood. That was a different situation in how it was originally developed for a particular owner also. Bigelow Avenue is certainly a much different situation than the smaller residential street. This use will be much less intense than the carryout and certainly less disruptive to the surrounding neighborhood.

Mr. Clinger stated that he assumed that the site would be improved from its current state. Mr. Bishop stated yes that it will be significantly improved.

### **MOTION**

Paul Schmelzer made a **motion to recommend approval to Findlay City Council of PETITION FOR ZONING AMENDMENT #ZA-05-2015 filed to rezone 306 W. Bigelow Avenue from R-1 Single Family Low Density to O-1 Institutions and Offices.**

**2<sup>nd</sup>:** Jackie Schroeder

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

### **3. FINAL PLAT APPLICATION #FP-01-2015 for a Replat of Lots 7 & 8 in Ohio Logistics Business Park.**

#### **HRPC**

##### **General Information**

This subdivision is located off the north side of TR 99 in Allen Township. The township is not zoned. All surrounding parcels are also in Allen Township. It is not within the 100 year flood plain. The City of Findlay Land Use Plan designates the area as Industrial.

##### **Parcel History**

A Final Plat of the Ohio Logistics Business Park was approved in November, 2013.

##### **Staff Analysis**

The new plat will combine the existing Lot 8 with a part of existing Lot 7 on the west side of Distribution Drive. This is the new Lot 10. The remainder of Lot 7 on the east side of Distribution Drive will become Lot 9.

Distribution Drive is being extending north and will turn west with a bulb end.

Lot 9 has a 10' wide strip going west across the north property line. This is in place to allow the parcel to physically connect with Ball Metal to the west. A wind turbine is to be located on Lot 9 that is to serve Ball Metal. Because these are not for the general public there are some rules from the utility that require that it physically abut the company it will service. A recorded easement of access needs to be recorded on this strip the full length of the abutting proposed roadway so that the property to the north is guaranteed access.

##### **Staff Recommendation**

HRPC Staff recommends approval of the **FINAL PLAT APPLICATION #FP-01-2015 for a Replat of Lots 7 & 8 in Ohio Logistics Business Park subject to the following condition:**

- **Recorded easement of access along north edge of Distribution Drive**

#### **ENGINEERING**

No objections, however, recommend some form of access agreement to the property to the north.

#### **FIRE PREVENTION**

No Comments

#### **STAFF RECOMMENDATION**

Staff recommends approval of **FINAL PLAT APPLICATION #FP-01-2015 for a Replat of Lots 7 & 8 in Ohio Logistics Business Park subject to the following condition:**

- **Recorded easement of access along north edge of Distribution Drive**

#### **DISCUSSION**

Paul Schmelzer asked if the client had any issues with showing that easement of access on the plat. Todd Jenkins replied absolutely not.

Dan Clinger commented that at one time they were looking at development to the north and he thought that was going to extend the roadway from this subdivision. Mr. Jenkins replied that he believes there is still talk about going off the end of this cul-de-sac at some time to extend access up to TR 215. That would be the purpose of creating the easement across the 10' strip. As long as it is shown as an easement it is still a part of the property where the turbine will sit and meets the requirements of the connectivity to Ball Metal.

Mr. Schmelzer explained that the easement serves the same purpose functionally as having right of way touching the parcel to the north in order to provide connectivity for future development as required in the Subdivision Regulations. He does not see this as setting any kind of precedent or meaning that it allows "devil strips". In order to meet the requirements of the utility or grant or whatever, it allows the end user to be contiguous.

### **MOTION**

Dan Clinger made a **motion to recommend approval to Findlay City Council of FINAL PLAT APPLICATION #FP-01-2015 for a Replat of Lots 7 & 8 in Ohio Logistics Business Park.**

2<sup>nd</sup>: Paul Schmelzer

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

**4. SITE PLAN APPLICATION #SP-05-2015 filed by Findlay Warehousing Company, Inc., 8556 CR 140, Findlay for an 80,000 square foot addition to the existing warehouse building.**

### **HRPC**

#### **General Information**

This project is located on the northwest corner of SR 12 and CR 140 in Liberty Township. It is zoned I-1 Light Industrial. Land to the north is also zoned I-1. To the west is zoned A-1 Agriculture, to the east is zoned B-2 General Business and to the south is zoned R-2 One Family. It is not located within the 100 year flood plain. The Land Use Plan designates the area as Industrial.

#### **Parcel History**

FCPC reviewed and approved an addition to this business in May, 2012.

#### **Staff Analysis**

The site plan today is for an 80,000 square foot addition to the south end of the building. 988 square feet in the southeast corner of the addition will be office area. The remainder will be warehousing. The east and west building lines are a continuation of the walls in the existing structure so there are no setback differences.

Dock area is indicated on the east side of the building. No new signage, access points or free standing lighting is indicated on the plan.

#### **Staff Recommendation**

HRPC Staff recommends approval of **SITE PLAN APPLICATION #SP-05-2015 for Findlay Warehousing Company, Inc., 8556 CR 140, Findlay for an 80,000 square foot addition to the existing warehouse building.**

## **ENGINEERING**

Access – Existing access onto CR 140 will remain unchanged

Water & Sanitary Sewer – Sanitary sewer will be extended to serve the office proposed in the building addition. Fire prevention recommends the 12” fire line be extended along the south side of the proposed addition with a hydrant to be placed at the southwest corner of the building. Inspection fees will be required for the utility extensions.

Stormwater Management – Detention will be provided by an existing pond at the north end of the property that was sized to accommodate development of the entire site.

Sidewalks – Site is in Liberty Township

Recommendation: Approval of the plan

The following permits may be required prior to construction:

- An approved Stormwater Pollution Prevention Plan
- Water permit
- Sanitary sewer permit
- Storm sewer permits (2)

## **FIRE PREVENTION**

-Extend fire pump 12” water line to the southwest corner of proposed structure and place additional hydrant in the same area. Proposed hydrants on the site plan are sufficient.

-Apply for all necessary permits with Wood County Bldg. Dept.

## **STAFF RECOMMENDATION**

Staff recommends approval of **SITE PLAN APPLICATION #SP-05-2015** filed by **Findlay Warehousing Company, Inc., 8556 CR 140, Findlay** for an **80,000 square foot addition to the existing warehouse building subject to the following conditions:**

- **Extend fire pump 12” water line to the southwest corner of proposed structure and place additional hydrant in the same area. Proposed hydrants on the site plan are sufficient. (FIRE)**
- **Apply for all necessary permits with Wood County Bldg. Dept. (FIRE)**

## **DISCUSSION**

Dan Clinger asked to clarify if the 21’ stone fire lane on the back side of the building will continue along the new addition as well. Mr. Jenkins replied that it would and then connect into the stone lot.

Mr. Clinger questioned if the pond is adequate for this addition since there was a prior addition. He stated that in looking at the plan for the former Hercules, it appears that it is much larger. Todd Jenkins replied that the pond at Hercules was designed for 160 acres, most of which is undeveloped yet. Mr. Jenkins stated that the pond on this site was designed to handle this addition as well as a possible warehouse on the other side of the access drive.

## **MOTION**

Lydia Mihalik made a motion to approve **SITE PLAN APPLICATION #SP-05-2015 filed by Findlay Warehousing Company, Inc., 8556 CR 140, Findlay for an 80,000 square foot addition to the existing warehouse building subject to the following conditions:**

- **Extend fire pump 12” water line to the southwest corner of proposed structure and place additional hydrant in the same area. Proposed hydrants on the site plan are sufficient. (FIRE)**
- **Apply for all necessary permits with Wood County Bldg. Dept. (FIRE)**

**2<sup>nd</sup>:** Dan Clinger

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

## **5. SITE PLAN APPLICATION #SP-06-2015 filed by American Tire Distributors, 14801 CR 212, Findlay for a 400,400 square foot addition to the existing warehouse building.**

### **HRPC**

#### **General Information**

This site is located on the southwest corner of CR 236 and CR 212. The property is zoned I-1 Light Industrial. Land to the south and west is also zoned I-1. To the north is zoned A-1 Agriculture in Cass Township and to the east is zoned A-1 Agriculture in Marion Township. It is not located within the 100 year flood plain. The Land Use Plan designates the area as industrial.

#### **Parcel History**

This is the former Hercules Tire and Rubber Company.

#### **Staff Analysis**

The applicants are proposing a 700' x 572' (400,400 square foot) addition on the east side of the building and additional parking lots south of the building.

The building meets the setbacks on all sides (75' front yard on CR 236 and CR 212, 30' rear and 50' along Industrial Drive.)

An existing parking lot on the west side of the building will be resurfaced and restriped. A new parking lot for trucks and trailers will be constructed to the south of the existing building. Another lot for trucks and trailers will be constructed immediately south of the new addition. There is a new drive cut proposed onto CR 236 at the east end of this lot.

New lighting is shown for the parking lot areas only. Neither of these abuts any residential zoning. The Zoning Ordinance only addresses restrictions on foot candles when abutting residential zones. The parking area accessible to CR 236 does have a residence across the street, but according to the lighting plan there will be 0 foot candles at this property line.

There was a landscaping plan submitted for the perimeter of the parking lots. The proposal shows 572 bushes and 71 deciduous trees to be planted around the approximately 2,856 lineal feet of parking lot boundary. This meets the standards required in the ordinance.

Right of way dedication along CR 212 may be required. At this time, the exact design and size of the right of way required is still in discussion. The client has been made aware of the potential need but until the design is confirmed we are not requiring the dedication at this time.

### **Staff Recommendation**

HRPC Staff recommends approval of **SITE PLAN APPLICATION #SP-06-2015 filed by American Tire Distributors, 14801 CR 212, Findlay for a 400,400 square foot addition to the existing warehouse building.**

### **ENGINEERING**

Access – Two (2) existing accesses will be maintained and an additional access is proposed on to CR 236; the additional access meets the access management requirements.

Water & Sanitary Sewer – 12” fire line will be constructed to surround the proposed addition. Fire prevention requests a hydrant be installed on the City’s 20” waterline on CR 236 near the proposed new access drive. Sanitary sewer is not needed for the addition.

Stormwater Management – Detention will be provided by the pond west of the existing building; it is sized properly to handle the additional runoff.

Sidewalks – Sidewalks are not required in industrial zoning.

Recommendation: Approval of the plan

The following permits may be required prior to construction:

- An approved Stormwater Pollution Prevention Plan
- Water permit
- Storm Sewer permits (6)

### **FIRE PREVENTION**

- Talks have been ongoing with Arco Design/Build
- Extend the north fire lane to the east along CR 212
- Place hydrant on the north side fire line extension
- Apply for all necessary permits with Wood County Bldg. Dept.

### **STAFF RECOMMENDATION**

Staff recommends approval of **SITE PLAN APPLICATION #SP-06-2015 filed by American Tire Distributors, 14801 CR 212, Findlay for a 400,400 square foot addition to the existing warehouse building subject to the following conditions:**

- **Extend the north fire lane to the east along CR 212 (FIRE)**
- **Place hydrant on the north side fire line extension (FIRE)**
- **Apply for all necessary permits with Wood County Bldg. Dept. (FIRE)**

### **DISCUSSION**

Dan Clinger inquired as to why the site plan still said Hercules Tire & Rubber. Mr. Jenkins replied that that is still the official owner name on the County Auditor’s website.

Mr. Clinger asked about the alternate around the fire pump house. He asked if we were approving this as well. Mr. Jenkins said he hoped it could be included. He said it is not yet determined by ATD whether or not this will occur. The purpose was to add a couple of docks on that side of the building. At this time they have not said whether they intend to do that yet. The traffic will come in from Industrial Drive. It will not be using CR 212. There is a drive for emergency use only for the pump house, but no trucks can use that.

Mr. Clinger asked what was meant by the statement that right of way dedication may be needed along CR 212. Todd Jenkins replied that the City or County may want to acquire some more ground in order to widen CR 212. The exact location is not determined yet. If they need some on the south side here they will be approaching ATD in the future. Paul Schmelzer commented that this is a sort of “chicken or the egg” scenario. ATD is looking for site plan approval. The City intends to continue their conversations with the State. He said it is very beneficial to widen CR 236 and we have always been looking to improve the intersection of CR 212 and CR 236. He said if this project moves forward they will continue their negotiations with the State. The City will be putting matching funds into the project. He said they just wanted it introduced into the comments so that if this moves forth later, that everyone is aware that we will be looking to discuss right of way.

### **MOTION**

Dan Clinger made a motion to approve **SITE PLAN APPLICATION #SP-06-2015 filed by American Tire Distributors, 14801 CR 212, Findlay for a 400,400 square foot addition to the existing warehouse building subject to the following conditions:**

- **Extend the north fire lane to the east along CR 212 (FIRE)**
- **Place hydrant on the north side fire line extension (FIRE)**
- **Apply for all necessary permits with Wood County Bldg. Dept. (FIRE)**

**2<sup>nd</sup>:** Paul Schmelzer

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

**6. SITE PLAN APPLICATION #SP-07-2015 filed by Blanchard Valley Health Association, 1900 S. Main Street, Findlay for a Sleep Disorder Center to be located at 1913 S. Main Street, Findlay.**

### **HRPC**

#### **General Information**

This site is located on the east side on S. Main Street south of E. Wallace Street. It is zoned O-1 Institutions and Offices with the Hospital Overlay. Land to the north, south and west is also zoned O-1 with the Hospital Overlay. Property to the east is zoned R-1 Single Family Low Density. It is not located within the 100 year flood plain. The Land Use Plan designates the area as Medical

#### **Parcel History**

Both properties are currently owned by the Blanchard Valley Health Center and are used for medical purposes.

## **Staff Analysis**

The applicant is proposing to demolish the two existing buildings and construct a new 3,938 square foot Sleep Disorder Center and parking lots across the two parcels.

The base zoning of the land is O-1 Institutions and Offices. However, it is in the Medical Overlay District which allows for different setbacks than the general O-1 district. Front yards are 30', the rear yard is 20' if abutting residential zoning, and the side yards are 10' each. All setbacks are met on the plan.

Access to the parking lot will be via the east/west alley to the south of the parcel. An existing cut onto S. Main Street will be eliminated. Fourteen parking spaces are required at one per 300 square feet. There are 15 spaces in the plan. Access to the dumpster enclosure located in the southeast corner of the lot will be via the north/south alley to the east of the parcel.

A sign is indicated near the southwest corner of the parcel. There are no details submitted for this sign. This must be a low profile sign.

The elevation drawings show a one story structure. The exterior will be a combination of stone veneer and vinyl siding.

The landscaping plan shows heavy landscaping on the Main Street side of the parking lot, around the sign and along the entry to the lot. Foundation planting is concentrated along the front of the building. The dumpster area is also buffered with plantings. Although the lot directly east of this development is zoned R-1, it is also a medical office. Therefore, we do not see the need to provide extra screening on this side of the development.

The lighting plan submitted shows the combined pole and light structure to be 25' in height. This meets the maximum height requirement. The nearest residential property line will be at the very southeast corner of the site near the dumpster. The plan shows .1 foot candles in the middle of the east/west alley. This should dissipate to the permissible .5 level by the time it would reach the backyard of the residential lot.

## **Staff Recommendation**

**HRPC Staff recommends approval of SITE PLAN APPLICATION #SP-07-2015 for a Sleep Disorder Center to be located at 1913 S. Main Street, Findlay.**

## **ENGINEERING**

Access – One (1) access is proposed off the alley to the south of the site.

Water & Sanitary Sewer – A new sanitary sewer connection is proposed to the sewer in the alley east of the site. An existing water service will be reconnected to the proposed building.

Stormwater Management – Stormwater detention will not be required as the proposed configuration actually reduces the impervious area on the site. Drainage is proposed to connect to an existing sewer in the alley east of the site.

Sidewalks – Existing sidewalks will remain



Recommendation: Approval of the plan

The following permits may be required prior to construction:

- An approved Stormwater Pollution Prevention Plan
- Water permit – no permit required; using existing
- Sanitary sewer permit
- Storm sewer permit
- Curb permit for any area(s) being removed/replaced

**FIRE PREVENTION**

- Apply for all necessary permits with Wood County Bldg. Dept.

**STAFF RECOMMENDATION**

Staff recommends approval of **SITE PLAN APPLICATION #SP-07-2015 for a Sleep Disorder Center to be located at 1913 S. Main Street, Findlay subject to the following conditions:**

- **Apply for all necessary permits with Wood County Bldg. Dept. (FIRE)**

**DISCUSSION**

Matt Pickett commented that he did not know if this would require a sprinkler system or not. I may depend on the number of patients.

Dan Clinger stated that there are 15 parking spaces shown to cover the 14 required. He asked if this included any area behind the building. Mr. Jenkins replied that there is no parking intended at the rear of the building.

Paul Schmelzer commented that this looks like a great redevelopment project. He stated the only possible concern was where the storm sewer was going. Todd Jenkins said that it will go where it currently does. To his knowledge there were no problems.

**MOTION**

Lydia Mihalik made a motion to approve **SITE PLAN APPLICATION #SP-07-2015 for a Sleep Disorder Center to be located at 1913 S. Main Street, Findlay subject to the following condition:**

- **Apply for all necessary permits with Wood County Bldg. Dept. (FIRE)**

**2<sup>nd</sup>:** Jackie Schroeder

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

**ADJOURNMENT**

With no further business the meeting was adjourned.

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Lydia L. Mihalik  
Mayor

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



# FINDLAY WORC FINANCIAL ANALYSIS

**JANUARY 01, 2015 THRU APRIL 30, 2015**

**PLEASE NOTE: THE WORC WILL CLOSE FOR 7 DAYS - FOR 6 DIFFERENT WEEKS = 42 DAYS THROUGHOUT THE YEAR.**

FiMC cases	Findlay City Ordinance cases, days served=	608
FiMC cases	State Code cases, days served =	713
FiMC cases	Total days served (combined City and State) =	1321

<u>Other Courts using WORC</u>	<u>Days Served</u>	<u>Additional Income to date</u>
Fostoria Municipal Court	0	\$0.00
Hancock County Common Pleas Court	199	\$4,975.00
Hancock County Juvenile Court	0	\$0.00
Upper Sandusky Municipal Court	20	\$500.00
Henry County Common Pleas Court	0	\$0.00
Fremont Municipal Court	0	\$0.00
Other Courts Usage Total Days:		219
		Total Additional Income: \$5,475.00

Hancock Co. Justice Center Cost: 608 City Ordinance case days served x \$84 / day saved by  
not serving time at the Justice Center = \$51,072.00

Total fees collected at \$25 / day from all residents = \$38,500.00

Outstanding fees = \$2,517.00 (16 accounts)

Expenses = \$104,479.17

Charge Statistics = \$39,650.00 ( charged upon entry for full stay) (JUNE MAY SHOW 0.00 CHARGE DUE TO CHARGE RECEIVED A CREDIT DUE TO FURLOUGH OR REFUNDS DUE TO EARLY RELEASE REFUNDS - THESE CREDITS ARE SUBTRACTED FROM THE BILLED AMOUNT).

Payment Statistics = \$39,375.00 ( this amount may be larger than the Charge Statistics at times, due to the fact that residents are charged upon entry for their full stay - i.e.: charged in May but made payments in following months). (This also includes Reimbursables).

Net Expense = \$65,104.17  
(Expenses - Payments)

Program Savings: Net vs. Justice Center cost = (\$14,032.17) \*  
(Justice Center Cost - Net Expense)

Commissions Received from Securus Pay Phones = \$47.90

\*\*\* All information in this document has been tallied due to errors occuring in the WORC computer program.

\* Programs savings does not account for factors associated with continued employment of participants.



# AUDITOR'S OFFICE

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**JIM STASCHIAK II**  
CITY AUDITOR

Thursday, May 07, 2015

The Honorable Council  
Findlay, Ohio

Council Members,

A set of summary financial reports for the prior month include:

Summary of Year-To-Date Information as of April 30<sup>th</sup>, 2015  
Cash & Investments as of April 30<sup>th</sup>, 2015  
Open Projects Report as of April 30<sup>th</sup>, 2015  
Financial Snapshot for General Fund as of April 30<sup>th</sup>, 2015

Respectfully Submitted,

A handwritten signature in blue ink, which appears to read "Jim Staschiak II".

Jim Staschiak II  
City Auditor

cc: L. Mihalik

**CITY OF FINDLAY**  
**SUMMARY OF YEAR-TO-DATE INFORMATION AS OF APRIL 30, 2015**

	<b>EXPENDITURE BUDGET</b>	<b>Y-T-D EXPENSED</b>	<b>Y-T-D %</b>	<b>ANNUAL REVENUE BUDGET</b>	<b>Y-T-D RECEIVED</b>	<b>Y-T-D %</b>
COUNCIL	143,717	48,217		3,050	1,325	
MAYOR'S OFFICE	225,513	66,469		5,060	1,664	
AUDITOR'S OFFICE	582,741	170,348		340,258	223	
TREASURER'S OFFICE	11,585	4,566		-	-	
LAW DIRECTOR	593,092	194,811		113,100	-	
MUNICIPAL COURT	1,683,848	464,013		1,323,900	588,084	
CIVIL SERVICE OFFICE	108,947	29,969		54,000	25,358	
PLANNING & ZONING	146,272	77,792		-	-	
COMPUTER SERVICES	309,001	84,814		309,006	310,503	
GENERAL EXPENSE	4,247,554	2,871,013		-	-	
GENERAL REVENUE	-	-		20,978,876	6,554,370	
POLICE DEPARTMENT	6,813,737	2,089,789		611,248	291,073	
DISASTER SERVICES	50,924	20,548		-	-	
FIRE DEPARTMENT	7,073,926	2,115,542		299,650	78,428	
DISPATCH CENTER	971,734	298,010		17,546	17,546	
N.E.A.T.	106,067	29,235		3,000	99	
HUMAN RESOURCES	141,068	53,996		-	-	
W.O.R.C.	357,265	104,479		120,200	59,183	
SERVICE SAFETY DIRECTOR	218,307	55,344		-	-	
ENGINEERING OFFICE	796,415	214,476		144,600	65,086	
PUBLIC BUILDING	399,449	98,702		58,500	57,700	
HEALTH DEPARTMENT	1,551,489	467,818		1,039,200	373,449	
ZONING	115,512	34,436		56,700	16,005	
PARK MAINTENANCE	625,586	137,533		177,700	142,761	
RESERVOIR RECREATION	4,063	1,157		-	-	
RECREATION MAINTENANCE	134,100	25,179		-	-	
RECREATION FUNCTIONS	863,318	163,128		842,350	371,159	
CEMETERY DEPARTMENT	372,128	97,457		165,910	97,457	
<b>TOTAL GENERAL FUND</b>	<b>28,647,358</b>	<b>10,018,842</b>	<b>35.0%</b>	<b>26,663,854</b>	<b>9,051,472</b>	<b>33.9%</b>

CONTINUED ON REVERSE

	<b>EXPENDITURE BUDGET</b>	<b>Y-T-D EXPENSED</b>	<b>Y-T-D %</b>	<b>ANNUAL REVENUE BUDGET</b>	<b>Y-T-D RECEIVED</b>	<b>Y-T-D %</b>
SCM&R STREETS	3,162,805	984,905		3,046,733	1,747,740	
TRAFFIC-SIGNALS	521,160	83,782		210,000	210,170	
<b>TOTAL SCM&amp;R FUND</b>	<b>3,683,965</b>	<b>1,068,687</b>	<b>29.0%</b>	<b>3,256,733</b>	<b>1,957,910</b>	<b>60.1%</b>
SCM&R HIWAYS	258,730	46,116		143,170	46,048	
<b>TOTAL SCM&amp;R HIWAYS FUND</b>	<b>258,730</b>	<b>46,116</b>	<b>17.8%</b>	<b>143,170</b>	<b>46,048</b>	<b>32.2%</b>
AIRPORT OPERATIONS	1,257,431	305,100		1,072,090	294,996	
<b>TOTAL AIRPORT FUND</b>	<b>1,257,431</b>	<b>305,100</b>	<b>24.3%</b>	<b>1,072,090</b>	<b>294,996</b>	<b>27.5%</b>
WATER TREATMENT	2,124,629	536,056		18,000	3,045	
WATER DISTRIBUTION	1,655,925	488,776		58,869	13,575	
UTILITY BILLING	1,092,716	298,885		8,204,591	2,838,387	
SUPPLY RESERVOIR	414,369	112,564		9,930	950	
<b>TOTAL WATER FUND</b>	<b>5,287,639</b>	<b>1,436,281</b>	<b>27.2%</b>	<b>8,291,390</b>	<b>2,855,958</b>	<b>34.4%</b>
SANITARY SEWER MAINT	1,160,587	406,421		300	5,002	
STORMWATER MAINT	490,269	250,286		763,223	261,299	
WATER POLLUTION CONTROL	2,956,591	1,165,192		8,703,780	2,850,977	
<b>TOTAL SEWER FUND</b>	<b>4,607,447</b>	<b>1,821,899</b>	<b>39.5%</b>	<b>9,467,303</b>	<b>3,117,278</b>	<b>32.9%</b>
PARKING	100,141	33,884		107,200	61,522	
<b>TOTAL PARKING FUND</b>	<b>100,141</b>	<b>33,884</b>	<b>33.8%</b>	<b>107,200</b>	<b>61,522</b>	<b>57.4%</b>
SWIMMING POOL	85,482	2,304		79,000	79,000	
<b>TOTAL SWIMMING POOL FUND</b>	<b>85,482</b>	<b>2,304</b>	<b>2.7%</b>	<b>79,000</b>	<b>79,000</b>	<b>100.0%</b>
CIT ADMINISTRATION	18,374,479	5,078,528		22,207,500	8,422,970	
<b>TOTAL CIT FUND</b>	<b>18,374,479</b>	<b>5,078,528</b>	<b>27.6%</b>	<b>22,207,500</b>	<b>8,422,970</b>	<b>37.9%</b>

CITY OF FINDLAY  
CASH & INVESTMENTS AS OF APRIL 30, 2015

<u>AMOUNT</u>	<u>DESCRIPTION AND RATE</u>	<u>BANK/FIRM</u>
\$ 300,900.00	STAR OHIO @ 0.06%	
700.00	STAR OHIO @ 0.06%	
3,500.00	STAR OHIO @ 0.06%	
138,675.00	STAR OHIO @ 0.06%	
9,000,000.00	STAR PLUS @ 0.20%	
22,005,000.00	SAVINGS ACCOUNT	FIFTH THIRD BANK
719,100.00	SAVINGS ACCOUNT	CHASE BANK
120,247.00	SAVINGS ACCOUNT	CHASE BANK
1,175,026.75	SAVINGS ACCOUNT	CHASE BANK
3,500,000.00	SAVINGS ACCOUNT	CHASE BANK
1,001,367.29	FHLB @ 0.500%	FIFTH THIRD BANK
500,695.82	FFCB @ 0.550%	FIFTH THIRD BANK
999,663.00	FFCB @ 0.280%	DAVIDSON & CO
245,000.00	CERTIFICATE OF DEPOSIT @ 0.400%	FIRST NATIONAL
769,769.00	FHLMC @ 0.400%	KEY BANK
996,914.06	US TREASURY @ 0.250%	DAVIDSON & CO
1,033,667.00	FNMA @ 0.506%	KEY BANK
335,354.06	CONSTRUCTION SAVINGS ACCOUNT	PNC BANK
998,240.49	FHLB @ 0.400%	MORGAN STANLEY
999,065.81	FFCB @ 0.450%	FIFTH THIRD BANK
999,500.00	FFCB @ 0.500%	FIFTH THIRD BANK
999,531.25	US TREASURY @ 0.500%	FIFTH THIRD BANK
245,000.00	CERTIFICATE OF DEPOSIT @ 0.500%	CITIZENS NATIONAL BANK
999,596.51	FFCB @ 0.600%	MORGAN STANLEY
999,609.23	FHLB @ 0.700%	HUNTINGTON BANK
998,635.89	FHLB @ 0.700%	HUNTINGTON BANK
499,284.44	COMMERCIAL PAPER @ 0.320%	SOC GEN
499,413.34	COMMERCIAL PAPER @ 0.240%	PRUDENTIAL
245,000.00	CERTIFICATE OF DEPOSIT @ 0.250%	FIRST FEDERAL BANK
245,000.00	CERTIFICATE OF DEPOSIT @ 0.500%	WATERFORD BANK
<hr/>		
\$ 51,573,455.94	INVESTMENT TOTAL	
5,956,017.28	5/3 BANK ACCOUNT BALANCE	
847.22	ACCRUED INVESTMENT INTEREST	
<hr/>		
<u>\$ 57,530,320.44</u>	<b>TOTAL CASH &amp; INVESTMENTS</b>	

**UNAPPROPRIATED FUND BALANCES**

GENERAL	\$ 8,579,214
SCM&R	261,842
SCM&R HIWAY	152,962
SEVERANCE PAYOUT RESERVE	926,072
AIRPORT	624,843
WATER	8,228,643
SEWER	9,415,955
STORMWATER	3,047,984
PARKING	20,396
CIT ADMINISTRATION	382,424
CIT CAPITAL IMPROVEMENT	5,173,936

CITY OF FINDLAY  
**BREAKDOWN OF TOTAL CASH & INVESTMENTS BY FUND AS OF APRIL 30, 2015**

\$12,869,025.73	General Fund
1,000,000.00	General Fund Restricted Rainy Day
1,837,476.62	General Fund Projects
1,900,099.28	SCM&R Fund
3,884,294.73	SCM&R Fund Projects
-	County Permissive License Fund
227,460.35	State Highway Fund
589.57	Law Enforcement Trust Fund
320.53	Drug Law Enforcement Trust Fund
286,332.55	ID Alcohol Treatment Fund
52,582.21	Enforcement & Education Fund
166,413.88	Court Special Projects Fund
69,819.08	Court Computerization Fund
2,109.56	METRICH Drug Law Enforcement Trust Fund
83,436.15	Alcohol Monitoring Fund
58,035.26	Mediation Fund
104,620.72	Electronic Imaging Fund
20,313.39	Legal Research Fund
944,672.60	Severance Payout Fund
831,744.35	Debt Service Fund
35,992.75	CR 236 TIF Fund
473,211.34	Municipal Court Improvement Fund
442,385.21	Airport Fund
10,000.00	Airport Fund Projects
8,873,879.55	Water Fund
1,108,654.15	Water Fund Restricted
1,628,733.11	Water Fund Projects
5,430,527.64	Sewer Fund
4,480,044.90	Sewer Fund Restricted
1,770,107.19	Sewer Fund Projects
53,168.89	Parking Fund
-	Parking Fund Projects
88,839.94	Swimming Pool Fund
-	Swimming Pool Fund Projects
31,104.37	Internal Service Central Stores Fund
775,374.66	Internal Service Workers Comp Fund
1,026,352.73	Internal Service Self Insurance Fund
3,286,161.74	CIT Fund
1,592,408.15	CIT Fund- Restricted Capital Improvements
-	CIT Fund-Restricted Flood Mitigation
135,114.54	Police Pension Fund
135,114.54	Fire Pension Fund
35,468.66	Tax Collection Agency Fund
1,319,414.43	Cemetery Trust Fund
159,587.26	Private Trust Fund
271,718.17	Guaranteed Deposits
120.98	Special Assessments Pavements Fund
12,871.66	Special Assessments Sidewalks Fund
82.82	Special Assessments Sidewalks Fund Projects
14,534.50	Special Assessments Storm Fund
<u>\$57,530,320.44</u>	<b>TOTAL CASH &amp; INVESTMENTS</b>



**CITY OF FINDLAY  
OPEN PROJECTS AS OF APRIL 30, 2015**

PROJECT NUMBER	PROJECT NAME	TOTAL	TOTAL	TOTAL	CURRENTLY
		APPROPRIATED INCEPTION TO DATE	EXPENSED INCEPTION TO DATE	PENDING PURCHASE ORDERS	AVAILABLE TO SPEND
31903400	CIT SOFTWARE UPGRADE	150,000	145,106	4,894	-
31910200	REMDIAL PLAN 350 E HIGH	45,000	33,236	6,496	5,268
31911900	HEALTH DEPT BLDG PURCHASE	302,000	294,638	-	7,362
31924200	OHIO SAFE KIDS-HEALTH DEPT	33,773	31,950	775	1,048
31926300	HP 3000 MIGRATION	1,020,650	978,094	41,498	1,057
31931700	STREET MAINT GARAGE IMPROV	150,000	132,271	7,999	9,730
31937300	P25 MARCS CONVERSION	400,000	220,793	179,008	199
31940200	MUNI BLDG WINDOWS	120,000	75,725	37,331	6,944
31940500	MIRACLE FIELD/DIAMONDS EXPANSION	25,000	11,648	1,700	11,652
31942400	DOWNTOWN REVITALIZATION	730,000	359,045	357,189	13,766
31942800	GIS UPDATE	50,000	10,155	3,445	36,400
31947200	HEALTH DEPT MERGER STUDY	20,000	17,000	3,000	-
31947500	LYE CREEK RIPARIAN CORRIDOR	35,741	32,869	1,200	1,672
31948000	OHIO 629 - MCLANE	637,345	46,983	8,840	581,522
31948100	RIVERSIDE BANDSHELL IMPROVEMENTS	9,000	-	-	9,000
31948200	OHIO 629 - MARATHON	250,000	-	-	250,000
31949000	2015 EMERGENCY PREP GRANT	93,144	82,148	971	10,025
31949100	2015 CHILD & FAMILY SERV GRANT	53,000	40,833	960	11,207
31949400	CUBE EVAPORATIVE CONDENSER	75,000	74,690	-	310
31949800	MUNI COURT EXPANSION	110,000	7,988	35,560	66,452
31950300	2015 HEALTH ASSESSMENT	33,000	26,100	-	6,900
31950800	MUNI BLDG NETWORK REWIRING	15,000	-	-	15,000
31951000	DISPATCH RECORDING SYSTEM	19,490	-	19,490	-
31951200	REPLACE FIRE ENGINE 4	580,000	1,201	547,076	31,723
31951500	FFD 2 APPROACH REPLACEMENT	8,650	-	-	8,650
31951600	RIVERSIDE PARK LIGHTS - 2015	18,000	16,909	900	192
31951700	EMORY ADAMS WALK REPAVE	29,000	-	-	29,000
31951800	SWALE BALL FIELD IMPROVEMENTS	20,000	-	-	20,000
31951900	CEMETERY ROAD MAINTENANCE	15,000	-	-	15,000
31953100	COMPUTER SERVICES FIRE SUPPRESSION	28,450	-	-	28,450
31953200	MANLEY BLDG IMPROVEMENTS	68,000	-	-	68,000
31953400	MECHANICS SHOP FLOOR & HEAT	50,000	15,284	2,703	32,013
31953500	PARKER BLDG CONCRETE WORK	15,000	-	-	15,000
31953800	FENCING MANLEY & STREET DEPT	68,000	-	-	68,000
31954300	BRWP EAB MITIGATION TREE PLANTING	5,120	-	-	5,120
31980800	ORC PD REQUIRED TRAINING	24,360	24,133	170	57
31992400	MRC GRANT (HEALTH)	31,000	22,705	-	8,295
31995900	FLOOD MITIGATION	1,060,500	1,034,101	24,000	2,399
<b>GENERAL FUND PROJECTS</b>		<b>6,398,223</b>	<b>3,735,607</b>	<b>1,285,206</b>	<b>1,377,410</b>

PROJECT NUMBER	PROJECT NAME	TOTAL	TOTAL	TOTAL	CURRENTLY
		APPROPRIATED	EXPENSED	PENDING	AVAILABLE
		INCEPTION TO DATE	INCEPTION TO DATE	PURCHASE ORDERS	TO SPEND
32531900	G&H SEWER SEPARATION	30,000	11,059	3,409	15,532
32532600	LOGAN AVE PH 2 - 2013 CDBG	738,000	735,449	1,340	1,211
32542000	COLONIAL HEIGHTS DRAINAGE	30,000	-	-	30,000
32542200	DALZELL DITCH CLEANING	20,000	-	-	20,000
32542300	OIL DITCH CLEANING	20,000	-	-	20,000
32542600	W LINCOLN SEWER SEPARATION	20,000	3,740	2,000	14,260
32542700	W HARDIN SEWER SEPARATION	20,000	3,740	2,000	14,260
32549500	HOWARD RUN DITCH CLEANING	2,000	-	750	1,250
32552500	2015 DITCH MAINTENANCE	25,000	-	-	25,000
32566300	STORMWATER MGT PLAN MS4	142,970	119,753	2,500	20,717
32584300	FOSTORIA AVE DRAINAGE	405,000	29,292	300	375,408
32593600	FOSTORIA AVE DRAINAGE PH 2	25,000	19,942	935	4,123
32840600	2014 STREET PREV MAINTENANCE	350,000	344,263	5,715	22
32840700	E SANDUSKY/EAST ST INTERSECT	105,000	82,800	7,629	14,571
32840800	LIMA/S WEST INTERSECTION	20,000	9,810	-	10,190
32842100	2014 RESURFACING PROGRAM	1,900,000	1,620,864	194,186	84,950
32842500	BLANCHARD/6TH TRAN ALT PLAN	25,000	9,500	1,000	14,500
32843300	CITY CURBS RAMPS & WALKS	198,000	137,477	-	60,523
32846100	SANDUSKY/OSBORN INTERSECTION	92,000	4,604	76,574	10,823
32846200	ODOT RESURFACING FY 15	1,215,883	208	1,164,859	50,816
32847700	TIFFIN AVE CURB REPLACEMENT	935,000	9,743	826,998	98,260
32847900	ODOT US 224 & SR 568 RESURFACING	802,888	802,888	-	-
32850100	2015 RESURFACING PROGRAM	1,400,000	3,507	1,349,687	46,807
32850200	W SANDUSKY/S WEST INTERSECTION	10,000	-	-	10,000
32850400	W LINCOLN/S WEST INTERSECTION	10,000	-	-	10,000
32850500	MCMANNESS/CENTER INTERSECTION	10,000	-	-	10,000
32850700	2015 STREET PREV MAINTENANCE	400,000	4,873	303,418	91,709
32852700	W SANDUSKY/WESTERN AVENUE	190,000	-	-	190,000
32852800	E SANDUSKY/BLANCHARD INTERSECTION	20,000	-	-	20,000
32852900	LIMA/WESTERN INTERSECIION	50,000	-	-	50,000
	<b>SCM&amp;R FUND PROJECTS</b>	<b>9,211,741</b>	<b>3,953,511</b>	<b>3,943,299</b>	<b>1,314,931</b>
35250600	AIRPORT DRAINAGE IMPROVEMENTS	10,000	-	-	10,000
	<b>AIRPORT FUND PROJECTS</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>

PROJECT NUMBER	PROJECT NAME	TOTAL	TOTAL	TOTAL	CURRENTLY
		APPROPRIATED INCEPTION TO DATE	EXPENSED INCEPTION TO DATE	PENDING PURCHASE ORDERS	AVAILABLE TO SPEND
35602900	WPC INFLUENT PUMPS	335,000	26,509	49,045	259,446
35620900	WPC BAR SCREENS FOR OXID DITCHES	3,107,500	2,060,109	554,373	493,018
35621000	WEST PARK SANITARY SEWER	124,000	9,331	294	114,375
35641900	BRANDMAN SEWER & CSO	30,000	183	1,000	28,817
35649300	I75 SANITARY SEWER RELOCATION	10,000	2,786	675	6,539
35649900	SUTTON/GREENDALE SANITARY REP	210,000	107,050	78,197	24,753
35652300	2015 SANITARY SEWER LINING	260,000	2,137	249,403	8,460
35652400	2015 SEWER CLEANING	10,000	-	-	10,000
35653300	2015 CSO LTC PROGRAM	50,000	31,412	475	18,113
35654000	SEWER MAINT COLD STORAGE BLDG	135,000	-	-	135,000
35654500	WOODS AT HILLCREST S/L OVERSIZING	11,342	-	11,342	-
	<b>SEWER FUND PROJECTS</b>	<b>4,282,842</b>	<b>2,239,516</b>	<b>944,804</b>	<b>1,098,522</b>
35710800	WATERLINE EXT TO LANDFILL	80,000	77,407	-	2,593
35714000	WTP CLEARWELLS 1, 2 & 3	2,451,000	1,979,096	259,328	212,575
35730600	CR 99 WATERLINE LOOP	10,000	2,459	-	7,541
35731800	WTP PAINT SCU I	263,000	6,334	234,534	22,132
35741100	SWEETWATER W/L REPLACEMENT	20,000	5,963	-	14,037
35741200	S CORY ST WATERLINE	274,000	-	256,500	17,500
35741300	W MELROSE WATERLINE	135,000	76,137	8,545	50,318
35741400	BLANCHARD RVR/STANFORD W/L	25,000	-	-	25,000
35742900	WTP WEATHERPROOFING/SEALING	60,000	26,311	-	33,689
35747800	RESERVOIR FORCE MAIN	20,000	11,950	-	8,050
35749200	E BIGELOW W/L REPLACEMENT	75,000	69,319	3,400	2,281
35751100	WTP EXTERIOR LIGHTING	33,000	-	25,000	8,000
35751400	WTP LAB UPGRADES	43,000	26,000	13,100	3,900
35752000	ELYRIA WATERLINE	5,000	-	-	5,000
35752100	BLAINE AVENUE WATERLINE	5,000	-	-	5,000
35752200	2015 SMALL WATERLINES	260,000	-	-	260,000
35753000	WTP CHEMICAL BLDG FLOORS	35,000	-	-	35,000
35753600	LIMA AVENUE WATERLINE	43,570	-	43,570	-
35753900	NORTH WATER TOWER PAINTING	10,000	-	1,500	8,500
35754100	RAW WATERLINE/TRANSFER STATION	50,000	-	-	50,000
35754400	WOODS AT HILLCREST W/L OVERSIZING	102,380	-	102,380	-
	<b>WATER FUND PROJECTS</b>	<b>3,999,950</b>	<b>2,280,976</b>	<b>947,857</b>	<b>771,117</b>
38813300	2011 SIDEWALK REPAIR PROGRAM	1,000	466	-	534
	<b>SPECIAL ASSESSMENT PROJECTS</b>	<b>1,000</b>	<b>466</b>	<b>-</b>	<b>534</b>

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**SNAPSHOT \$ FINANCIAL: GENERAL FUND**  
**Revenues/Expenditures & Key Balances Snapshot as of :**

**2015**  
**4/30/2015**

<b>GENERAL FUND REVENUES &amp; EXPENSES</b>
---

Prior Year Ending Cash Balance – Unappropriated	\$	10,416,074
Revenue and Receipts Projection General Fund	\$	28,314,944
Expenses Appropriated General Fund <i>(assumes \$0.00 returned by departments)</i>	\$	<u>(30,151,804)</u>
<b>OPERATIONAL SURPLUS/(DEFICIT)</b>		<b><u>(\$1,836,860.00)</u></b>

**PROJECTED UNENCUMBERED YEAR END GF CASH BALANCE** **\$ 8,579,214**

<b>FINANCIAL POLICY AMOUNTS</b>
---------------------------------

	Minimum	Proj. Balance	Over/(Short)
Minimum Reserve Balance GF <i>(Resolution 002-2014 16.7% of Budget Expenses)</i>	\$ 4,363,963	\$ 8,579,214	\$ 4,215,252
GF Rainy Day Reserve Account #10000000-818002 <i>(up to 5% prior year revenues)</i>	\$ 1,000,000	\$ 1,000,000	\$ -
Self Insurance Fund #6060	\$ 1,000,000	\$ 874,032	\$ (125,968)
<b>AMOUNT ABOVE FISCAL CAUTION ISSUE</b>			<b>\$ 6,172,689</b>

<b>MONITORING INTANGIBLE / ANTICIPATED ITEMS</b>	<b>LIKELY</b>	<b>POSSIBLE</b>
--	---------------	-----------------

**GENERAL FUND**

Revenue Differential + / ( )

Expense Differential + / ( - )

Fund Subsidies + / ( - )

Unbudgeted Projects

**PROJECTED LIKELY YEAR END GF CASH BALANCE** *(excludes rainy day reserve)* **2015** **\$ 8,579,214**



# 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 April 30, 2015

---

### TREASURER

Fifth Third Initial Balance	5,299,858.29
- Withdrawals ()	(5,243,551.20)
+ Deposits	5,390,405.21
<b>Ending Balance</b>	<b>5,446,712.30</b>

- Outstanding checks () (140,655.38)

Wire in Transit 649,960.36

**Treasurer's Checking Bal 5,956,017.28**

Investment Principal 51,573,455.94  
Accrued Bond Interest 847.22

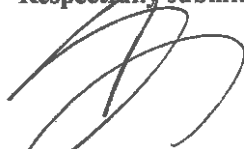
**Treasurer's Total Cash and Investments 57,530,320.44**

### AUDITOR

**Auditor's Checking Bal 5,956,017.28**

**Auditor's Total Cash and Investments 57,530,320.44**

Respectfully submitted,



Susan Jo Hite  
Treasurer

# City of Findlay

Lydia Mihalik, Mayor

N.E.A.T. DEPARTMENT  
*Neighborhood Enhancement and Abatement Team*  
318 Dorney Plaza, Room 304 • Findlay, OH 45840  
Phone: 419-424-7466  
[www.findlayohio.com](http://www.findlayohio.com)

May 8, 2015

City Council  
City of Findlay, Ohio

RE: Departmental Activity

This report will serve as a summary of activities for the Neighborhood Enhancement and Abatement Team (NEAT) during the month of April, 2015.

**Dilapidated Structures**

3 cases year to date  
10 cases pending

**Weeds**

16 cases year to date  
30 cases pending

**Junk on Premises**

44 cases year to date  
131 cases pending

**Junk/Abandoned Vehicles**

29 cases year to date  
60 cases pending

**Minor Maintenance**

3 cases year to date  
6 cases pending

**Miscellaneous**

4 cases year to date  
3 cases pending

**Overgrowth**

1 case year to date  
3 cases pending

**Right of Way Issues**

0 cases year to date  
1 case pending

**Sidewalks**

272 cases year to date  
0 cases pending

**Trash**

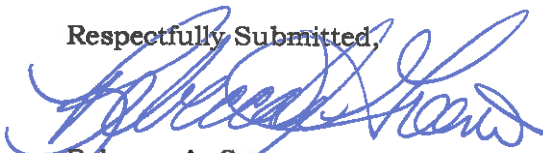
24 cases year to date  
1 case pending

The Neighborhood Enhancement and Abatement Team received 66 new cases during the month, of which 2 were invalid. Of the 64 valid issues reported, 46 properties were involved with 13 of the owners being non-residents. Neat personnel closed 42 cases during the month of April and continue to work diligently on the 245 cases that remained active at the end of the month.

NEAT personnel were again involved with the Backyard Mission Trip held April 24<sup>th</sup> & 25<sup>th</sup>. This year's project involved 1,421 volunteers working on 242 projects within the City and Hancock County and included 32 churches in the area.

Please contact NEAT personnel at any time if there are concerns. The staff is dedicated to prompt response to issues that are brought to the attention of the department and works conscientiously with property owners and tenants to achieve compliance. The team appreciates the cooperative spirit of the administration and City Council which aids in the betterment of our community.

Respectfully Submitted,



Rebecca A. Greeno  
N.E.A.T.

# Findlay Fire Department

## Monthly Activities Report - 2015

Submitted By: Matthew Traver, Interim Fire Chief

Fire Statistics	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Fires	10	5	14	11								
Assist Other Agency	0	0	1	3								
Emergency Medical Service (EMS)	107	87	90	85								
Car Accidents	16	22	13	2								
Rescues (Extrication, Water, Elevator)	2	3	2	1								
Hazmat	14	6	15	11								
Good Intent	3	6	3	2								
Burning Complaints	1	0	5	15								
False Alarms	27	37	25	18								
<b>Totals</b>	<b>180</b>	<b>166</b>	<b>168</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Runs by District												
Station 1 - (South Main St)	61	56	63	60								
Station 2 - (North Main St)	51	40	40	28								
Station 3 - (Tiffin Ave)	28	39	24	24								
Station 4 - (CR 236)	40	31	41	36								
<b>Totals</b>	<b>180</b>	<b>166</b>	<b>168</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Firefighter Training (by hours)												
EMS Formal	56	122	119	92								
Fire Formal	57	395	94	126								
Fire Informal	1425	1325	1437	1648								
<b>Totals</b>	<b>1538</b>	<b>1841</b>	<b>1650</b>	<b>1866</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Fire Prevention Bureau

Construction												
Code Interpretations	8	30	15	8								
Inspections	2		4	5								
Plan Reviews	11	24	13	14								
System Acceptance Tests			5	3								
<b>Totals</b>	<b>21</b>	<b>54</b>	<b>37</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Existing Structure - Additions												
Code Interpretations	16	19	15	21								
Inspections	7	1	4	4								
Plan Reviews	5	8	13	11								
System Acceptance Tests	3	7	5	1								
<b>Totals</b>	<b>31</b>	<b>35</b>	<b>37</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



Fire Investigations	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Cause and Determination												
Accidental	4	4	3	2								
Undetermined	1			2								
Incendiary				1								
Fire Investigation Activities												
Follow-up	45	32	29	28								
Interviews	47	31	31	32								
Assists	2			0								

Inspections	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Assembly	9	10	12	2								
Business	2	1	3	3								
Education K-12			1									
Education Pre-School	1			1								
Factory			1	1								
Mercantile			2									
Hazardous												
Institutional	2	1		1								
Mercantile	2											
Residential	1											
Adoption / Foster Care	1	2	1	2								
Storage / Mixed Use		6		2								
Utility Mobile Food Vendors												
Utility Outbuildings			1									
Vacant Structures	1		2									
Totals	19	20	23	12	0	0	0	0	0	0	0	0

Prevention	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Code Interpretations	15	31	12	20								
Complaints	5	23	22	6								
Fireworks Exhibitions / Events			.									
Knox Box Consults/Maint.	7	10	3	5								
Other	3	8	11	7								
Fire Plan Updates	2	5	5	3								
Pre-Fire Plan			3	1								
Property Research	5	7		7								
Safety Presentations			4	3								
Re-inspections	103	71	25	59								
Totals	140	155	85	111	0	0	0	0	0	0	0	0

Public Presentations	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Station Tours												
Truck Visits												
Meetings Attended	5	5	4	7								
School / Seminars Attended	1	9	6	5								
Totals	6	14	10	12	0	0	0	0	0	0	0	0



## CITY HEALTH DEPARTMENT

1644 Tiffin Avenue, Suite A  
Findlay OH 45840

(419) 424 . 7105 Telephone  
(419) 424 . 7420 Plumbing  
(419) 424 . 7189 FAX

(419) 424 . 7441 Nursing  
(419) 424 . 7188 Environmental Health  
(419) 424 . 7106 Vital Statistics



**Public Health**  
Prevent. Promote. Protect.

Stephen D. Mills, DO  
Health Commissioner

### BOARD OF HEALTH

- Lydia L. Mihalik, Mayor  
-President Ex Officio
- Gregory W. Cline, R PH  
-President Pro Tempore
- William S. Alge, Jr
- Robert E. McEvoy, MD
- B. Joan Work, RN
- License Council - vacant

May 13, 2015

Honorable City Council  
City of Findlay, Ohio

RE: Local Government Innovation Program

Dear Council Members,

At the request of the City/County Health Department Merger Committee, Barb Wilhelm applied for and obtained a Local Government Innovation Program Grant through the Ohio Development Services Agency. The purpose of this grant was to allow for a feasibility study to be completed regarding the facility to be used for the newly combined Hancock Public Health District. These dollars may be used for consulting fees, supplies, plan review and approval. The ultimate goal of the project will be to provide a well-designed, accessible, client friendly public health space that will fit the needs of the current public health demands for Findlay and Hancock County while positioning for accreditation and to address future public health needs.

The grant cycle for this award began on April 6, 2015 and will continue until complete or April 6, 2017. We would therefore respectfully request emergency appropriation of this \$39,000 award to **Project #31954700 2015 LGIF Grant** so that we may begin work on this project as soon as possible. The Grant Agreement is attached as verification.

Barbara Wilhelm, Deputy Health Commissioner, is listed as Project Director for the 2015 LGIF Grant and will happily entertain questions or concerns directed at this project.

Sincerely,

Stephen Mills D.O.  
Health Commissioner

XC: Don Rasmussen, James Staschiak

## GRANT AGREEMENT

Grantee							
Applicant:	City of Findlay Health Department	Grant Control No.:	SBIG20150689				
Street Address:	1644 Tiffin Avenue						
City:	Findlay	State:	Ohio	Zip:	45840	County:	Hancock
Eligible Project							
Project Name:	Findlay-Hancock County Health Department Merger						
Effective Date:	04/06/2015	Project Completion Date:	04/06/2017				
Maximum Grant Amount:	\$39,000.00	Maximum Grant Percentage:	67.07				
Amount of Matching Funds:	\$19,152.00						
Project Manager							
Name:	Barbara Wilhelm	Title:	Deputy Health Commissioner				
Street Address:	1644 Tiffin Avenue						
City:	Findlay	State:	Ohio	Zip:	45840		
Telephone:	(419) 424-7106	E-Mail:	bwilhelm@findlayohio.com				

This Grant Agreement (the "Agreement") is made and entered into between the **Ohio Development Services Agency**, ("Grantor") and Grantee (the "Applicant" as defined in the Program Policies) to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake and complete a study (the "**Eligible Grant Project**" as defined in the Program Policies) as further described by Grantee in its Local Government Innovation Fund Application (the "**Application**"). This Agreement incorporates by reference the "Scope of Work and Project Budget," which is attached as Exhibit 1.

**1. Eligible Project Funding.**

(a) State Grant. Grantor hereby grants to Grantee, funds in an amount equal to the lesser \$39,000.00, the maximum grant amount set forth above, and 67.07 the maximum grant percentage set forth above, of the actual total costs of the Eligible Grant Project as outlined in Exhibit 1 (the "**Grant Funds**").

(b) Other Sources of Funds. Grantor requires Grantee to utilize other funding sources for the Eligible Grant Project before utilizing Grant Funds. Grant Funds are to be utilized only when other funding sources are unavailable or insufficient to cover Eligible Grant Project Costs (as defined in the Program Policies) of the Eligible Grant Project.

(c) Purpose. The Grant Funds may be used for the sole and express purpose of undertaking and completing the Eligible Project. Grantee shall undertake and complete the Eligible Project substantially as described in the Scope of Work. Grantee may not use the Grant Funds for any purpose other than for Eligible Grant Project Costs of the Eligible Grant Project as expressly contemplated in the Scope of Work.

(d) Availability of Matching Funds. Grantee commits to obtain Matching Funds from other financing sources as further described in the Application. Grantee represents and warrants to Grantor that Grantee has obtained the Matching Funds as set forth in the Application or that Grantee has a binding commitment for such Matching Funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Eligible Grant Project Costs as and when such costs are payable.

2. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio (the "State") budgetary constraints that could result in a reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

3. **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 2 above, then subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing of such increase. Any such increase shall require an Amendment signed in accordance with Section 4(d) of this Agreement.

4. **Payment and Accounting of Grant Funds**

(a) **Payment of Grant Funds.**

(i) **Advanced Payment upon Execution.** Twenty percent (20%) of the total amount of Grant Funds shall be payable to Grantee in a lump sum upon the execution of this Agreement, and a payment request submitted by Grantee. Upon expenditure of the advanced Grant Funds, Grantee shall submit to Grantor, no later than 60 days, documentation of such expenditures. The parties agree that the advance of Grant Funds under this paragraph requires Grantee to provide strict accounting of such funds, and if such funds are not expended in accordance with the terms and conditions of this Agreement, the amounts not expended or improperly expended shall be returned to Grantor within 30 days of written demand from Grantor.

(ii) **Payment Requests.** Grantee shall submit to the Grantor for review and approval requests for payment detailing expenditures which have then been incurred by Grantee in accordance with the Exhibit 1. Grantor shall be the sole evaluator of the adequacy of payment requests. All expenses to be paid or reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee for Eligible Project activities as described in Exhibit 1. Grantee shall submit to Grantor such documentation as necessary to substantiate a payment request. In the event of a complete or partial denial of a payment request, Grantor shall notify Grantee in writing and include a statement of specific reasons for such denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. Grantor shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within 30 days after receipt of a payment request from Grantee.

(iii) **Payment upon First Draft of Eligible Project.** Upon Grantor approval of Grantee's Payment Request submitted in accordance with subsection (ii) above, Grantor shall disburse to Grantee not more than fifty percent (50%) of the Grant Funds to pay or reimburse Eligible Grant Project Costs of the Eligible Grant Project upon delivery of the first draft of the Eligible Grant Project. Grantee shall adhere to the procedures for payment of Grant Funds set forth in the Disbursement Manual, which has been provided to Grantee and is incorporated herein by reference.

(iv) **Final Payment.** Grantor shall withhold thirty percent (30%) of Grant Funds until the Grantor receives notification that the final deliverable has been adopted by the Grantee and the Collaborative Partner(s) as identified in Exhibit 1. Subsequently, upon Grantor approval of Grantee's Payment Request submitted in accordance with subsection (ii) above, Grantor shall pay the final payment to Grantee.

(v) **Waiver.** If Grantee fails to submit the first draft of the Eligible Grant Project within 24 months of the Effective Date of this Agreement, Grantee expressly waives any rights to any Grant Funds under this Agreement and Grantor is under no obligation to distribute any additional Grants Funds. Grantor may then pursue remedies under Section 16 of this Agreement to recover any Grant Funds advanced upon execution of this Agreement

(b) **Accounting of Grant Funds.** Grant Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, paid receipts, pay stubs, signed time sheets, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement, Grantor may withhold payment of Grant Funds until such compliance is demonstrated.

(c) **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Eligible Grant Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed in accordance with the Expense Rule. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(d) **Budget Amendment.** A budget amendment is required when Grantee desires to reallocate to or from any line item in the approved Eligible Grant Project budget more than ten percent (10%) of the line item amount or \$10,000, whichever is greater. Reallocation of less than ten percent (10%) or \$10,000 to or from a line item requires written notification from the Grantee to Grantor. Additionally, a budget amendment is required when adding and reallocating Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds requires written notification from the Grantor to the Grantee.

5. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the Term of the Agreement, set forth in Section 5 of this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the allowable costs of the Eligible Grant Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Program Policies. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that the Eligible Grant Project is not completed in accordance with Exhibit 1 by the Project Completion Date (as such date may be extended as provided in Section 7(b) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within 30 days after the Project Completion Date or abandonment has occurred.

6. **Repayment of Grant Funds.**

(a) **Non-Completion of Eligible Project.** If the Eligible Grant Project is not completed during the Term of the Agreement, as provided in Section 7 of this Agreement, then Grantee shall pay to the Grantor, for repayment to the Local Government Innovation Fund, all or a portion of Grant Funds paid to Grantee as Grantor reasonably determines. Grantee shall pay this amount to the Grantor no later than 30 days after receipt of written notice from Grantor.

(b) **Payment Overages.** In no event shall disbursements exceed the amount of Grant Funds. Further, the amount of Grant Funds paid to Grantee shall not exceed the estimated cost of the Eligible Grant Project or the maximum percentage of the Eligible Grant Project Costs approved. As a result, Grantee may receive an amount of Grant Funds less than the maximum amount authorized by this Agreement, and Grantee may be required to repay Grant Funds if disbursements exceed the maximum percentage of Eligible Grant Project Costs. In the event Grantee receives payment of Grant Funds in an amount that causes Grant Funds paid as a percentage of total Eligible Grant Project Costs to exceed the maximum percentage set forth on page one of this Agreement, Grantor may demand, and Grantee shall repay, an amount sufficient to reduce Grant Funds paid as a percentage of total Eligible Grant Project Costs to the maximum percentage allowed. Grantee shall pay such amount within 30 days after written notice from Grantor.

**7. Agreement Deadlines and Term.**

(a) **Term of Agreement.** This Agreement shall be in effect from the Effective Date through the Project Completion Date as set forth on page one of this Agreement, unless it is terminated earlier as provided in Section 16 (c) (collectively, the "Term"). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

(b) **Modification to Term of Agreement.** If it is anticipated that Grantee will not have completed the Eligible Grant Project by the Project Completion Date, Grantee must request an extension of time for the Eligible Grant Project not less than 60 days prior to the Project Completion Date, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor whether or not to grant such extension of time.

**8. Non-Discrimination.**

(a) **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Eligible Grant Project in the same percentage as the average percentage of minority persons who reside in the county in which the Eligible Grant Project is located and any contiguous Ohio counties.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Eligible Grant Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**9. Project Manager.** Grantee hereby designates the officer or employee of Grantee identified on the first page of this Agreement to serve as Project Manager. Grantee shall notify the Grantor promptly in writing of any change of the person designated to serve as Project Manager.

**10. Securing Contractor(s).**

(a) **Qualified Personnel.** Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Grant Project. All personnel performing work under this Agreement shall be employees of Grantee or the Collaborative Partner(s) as identified in Exhibit 1, or under the direct supervision of the Project Manager or Grantee's contractors. Grantee agrees to comply with all applicable laws governing the selection of contractors under this Agreement.

(b) **Binding Provisions.** Where performance of eligible activities of the Eligible Project are carried out by a Collaborative Partner(s) or a contractor of Grantee or a Collaborative Partner(s), Grantee shall make the provisions of this Agreement binding on such Collaborative Partner(s) and/or contractor. Notwithstanding any delegation of activities to a Collaborative Partner(s) or contractor, Grantee shall not be relieved of any legal responsibility for compliance with requirements of the Agreement.

(c) **Procurement.** Grantee shall procure goods and services (other than professional services) for which reimbursement is requested from the Grant Funds through a competitive procurement process if the aggregate cost of such goods or services is equal to or greater than \$50,000.00. Where the procurement of such goods or services is conducted pursuant to a procurement process required or allowed by the Ohio Revised Code for a municipality, county or port authority, such procurement process is deemed to satisfy the requirements of this paragraph. Where the procurement of such goods or services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee agrees that the procurement of such goods or services shall be through a process whereby the Grantee or Collaborative Partner(s), as specified by a written agreement, solicits at least three bids and receives at least two bids for procurement of such goods and enters into an agreement with the "lowest and best responsible bidder." As a safe harbor, Grantee or Collaborative Partner(s) may follow the procedures outlined in Ohio Revised Code Chapter 153.

(d) **Professional Services.** Grantee shall procure professional services for which reimbursement is requested from the Grant Funds through a qualification-based process where the aggregate cost of such professional services is equal to or greater than \$50,000.00. Where the procurement of such professional services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee may employ the procedures outlined in Ohio Revised Code Chapter 153 as a safe harbor.

(e) **Prior Contracts.** With respect to any professional services related to the Eligible Grant Project for which contracts were executed prior to Grantee executing this Agreement, Grantee shall provide to the Grantor a complete copy of such agreement(s) and a detailed description of the procurement process for such services, including the methodology and selection criteria. All professional services related to the Eligible Grant Project for which contracts were executed prior to Grantee executing this Agreement are subject to Grantor approval.

(f) **Terms and Conditions.** Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Grantee's Application for funding. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.

**11. Other Grantee Requirements. [Reserved.]**

(a) **Liability Insurance.**

**12. Reporting.**

(a) **Progress Reports.** Grantee shall provide Progress Reports to the Grantor with each payment request. If no payment request is submitted within any three-month period (quarterly) during the Term, Grantee shall provide, at Grantor's request, a Progress Report, to be submitted within ten days of Grantor's request. The Progress Report shall include a description of all work completed for each task, beginning and end dates of field work, proposed tasks and objectives for the previous quarter, and any recent significant events regarding the Eligible Grant Project.

(b) **Completion Notice.** Within 30 days after the Eligible Grant Project is completed, whether on or before the Project Completion Date, Grantee shall notify Grantor in writing of completion of the Eligible Grant Project (the "Completion Notice").

**13. Grantee Deliverables.** Grantee shall provide or cause to be provided to Grantor each of the documents identified in this section. No Grant Funds shall be paid to Grantee until Grantor receives the items described in this section.

(a) All payment requests for Grant Funds as described in Section 4 of this Agreement, including Certifications of Expenditures of Match Moneys (if applicable).

(b) Progress Reports for the Eligible Grant Project as required by Section 12 of this Agreement.

(c) All final deliverables as identified in Exhibit 1.

**14. Records Maintenance and Access.**

(a) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Project Completion Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Eligible Grant Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute, or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available, and shall cause Collaborative Partner(s) to make available, to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Eligible Grant Project which are in the possession or control of Grantee or Collaborative Partner(s), as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records. Grantor or the other inspecting agency or official shall use reasonable efforts to conduct its inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee or Collaborative Partner(s). Grantee or Collaborative Partner(s) shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this section from Grantee's or Collaborative Partner(s)'s other records of operation. Grantee also authorizes, and shall cause Collaborative Partner(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of Grantee or Collaborative Partner(s), respectively, including tax records and other similar information not open to public inspection. This inspection right does not require Grantee or Collaborative Partner(s) to waive any protections afforded by the attorney-client privilege or work product doctrine.

**15. Adherence to State and Federal Laws and Regulations.**

(a) General. Grantee shall comply with all applicable federal, State, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Eligible Grant Project and the operation of the Eligible Grant Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Eligible Grant Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State or a Political Subdivision (as defined in the Program Policies) of the State; (2) any amount to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a State agency or a Political Subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.



If Grantee owes any outstanding liability or liabilities, as described above in this Section 15 (d), or if Grantee is aware or becomes aware of any outstanding liability or liabilities owed by a Collaborative Partner(s) or any affiliate entities of a Collaborative Partner(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability or liabilities. Grantor shall not terminate this Agreement based solely on an outstanding liability or liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on Grantee's or the Collaborative Partner(s)'s ability to perform any or all duties or obligations of Grantee under this Agreement or of Collaborative Partner(s) under any related agreement. This Section is not intended to require a Grantee or a Collaborative Partner(s) to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

(e) **Kickbacks.** Grantee represents and warrants to Grantor that Grantee has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback, and Grantee covenants and agrees that Grantee, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement; and Grantee has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of this Eligible Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Collaborative Partner(s), including any legal affiliate of Collaborative Partner(s), contractor(s), and subcontractor(s), and Grantee will require Collaborative Partner(s) to incorporate such requirements in all subcontracts for work performed in furtherance of this Agreement.

(f) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State, any State agency or a Political Subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F) (1).

(g) **Prevailing Wage.** Construction of public improvements with public funds is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. The Ohio Department of Commerce, Division of Industrial Compliance and Labor, makes all determinations about the application of prevailing wage requirements. Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Eligible Grant Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Eligible Grant Project.

(h) **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Eligible Grant Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

## **16. Default and Remedies.**

(a) **Default.** Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "Default Notice") from Grantor. During the 30 day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) **Remedies.** Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 and 6 of this Agreement, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.

(iii) **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) **Early Termination.** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has terminated the Eligible Grant Project. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 16.

(d) **Remedies Cumulative.** No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(e) **Effects of Termination.** Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the total expenditure of the Grant Funds by Grantee, the total actual cost of the Eligible Grant Project, a written summary of all work completed and the status of the Eligible Grant Project. The final report shall be signed and certified in the same manner as the reports required by Sections 4, 12, and 13 and Exhibit 1 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(f) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

17. **Liability.** Grantee shall maintain, or cause to be maintained, liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, Grantee agrees to be liable for the negligent acts or negligent omissions of Grantee, its employees, agents and contractors. Grantee shall defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such liability to Grantor.

18. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate State agencies.

19. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Development Services Agency  
77 South High Street, 28th Floor  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Office of Strategic Business Investments, LGIF

If to Grantee:

To the Project Manager  
and Address as set forth on Page 1

**20. Miscellaneous.**

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) **Amendments.** Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the Eligible Grant Project. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All amendments requested by Grantee must be received by Grantor at least 30 days prior to any request for payment that includes the proposed change(s).
- (f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) **Authorized Representative.** The Grantee represents and warrants that the Grantee, through its authorized representative signing below, has full power and authority to execute and enter into this Grant Agreement.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**Grantee:**

**City of Findlay Health Department**

Sign: Barbara Wilhelm

Print: Barbara Wilhelm

Title: Deputy Health Comm

Date: 4/28/15

**Grantor:**

**State of Ohio  
Development Services Agency**

David Goodman  
Director

Sign: Ryan D. Burgess

Print: Ryan D. Burgess  
Assistant Director

Title: \_\_\_\_\_

Date: 5/4/15

## EXHIBIT 1

### Scope of Work and Project Budget

On 04/06/2015, the Local Government Innovation Council approved City of Findlay Health Department's project, titled Findlay-Hancock County Health Department Merger, for up to **\$39,000.00** in grant funding. On 04/06/2015, the State Controlling Board approved the release of up to **\$39,000.00** from fund 5KN0, account line item 195640, Local Government Innovation Fund, for fiscal year 2015, to be used for eligible costs associated with the project.

The project will consist of conducting a study to determine the feasibility and benefits of merging two health department entities together as a health district.

The ultimate goal of this project will be to provide a well-designed, accessible, client friendly public health space that will fit the needs of the current public health demands for Findlay and Hancock counties while positioning for accreditation to address future public health needs for all of Hancock County and future expansion to neighboring counties.

The City of Findlay Health Department will have no collaborative partners for this project. The Fiscal Agent will be City of Findlay Health Department.

Project costs are estimated to be \$58,152.00. The State Controlling Board-approved grant represents approximately 67.07 percent of the total project costs. The City of Findlay Health Department is committed to funding the balance of the project.

Sources and uses of funds are as follows:

#### **Sources of Funds**

Local Government Innovation Fund Grant	\$39,000.00
Findlay City and Hancock County Health Departments In-Kind Match	\$19,152.00

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<b>Total</b>	<b>\$58,152.00</b>
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#### **Uses of Funds**

Consulting Fees	\$37,000.00
Supplies	\$1,000.00
Plan, Review, and Approval	\$1,000.00
Administrative and Staff Time	\$19,152.00

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<b>Total</b>	<b>\$58,152.00</b>
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Work to be completed for the project shall be in accordance with the plan described in the City of Findlay Health Department Local Government Innovation Fund grant application.

The final deliverables from the City of Findlay Health Department to the Ohio Development Services Agency will be: (1) an electronic copy of the completed study that attempts to identify a Return on Investment over a period of at least three years and (2) proof of adoption of the completed study.



## Office of the Mayor

Lydia L. Mihalik

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Honorable City Council  
Findlay, Ohio

May 14, 2015

RE: City Street Dept – 350 West High Street

Dear Council Members:

In 2002 the City closed one area of concern per an accepted closure plan that was submitted in 2003. However, there was another area left open to corrective action on the property. This was a small area approximately 50' x 50' that was at one point an area where dumping occurred.

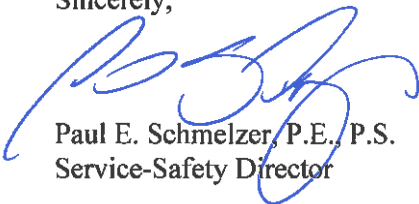
Over the past year, I have been working with TTL and the EPA to clear remaining environmental issues at the City Street Department property located on High St. This is also the location of our green waste site.

The corrective action method consisted of quarterly ground water monitoring/sampling. The testing has shown that there is no evidence of impacts to the ground water zone resulting from the historic waste handling activities.

The EPA has concluded that "further investigation of the other unit is unnecessary as there is no evidence of a release of hazardous waste or constituents from the unit or any other area at your facility."

I share this because I believe this result is valuable information regarding any future plans for the Street Department site. The central location of this facility makes it an ideal location for the use. The recent rehabilitation of existing facilities has been done for a fraction of new construction cost, and this conclusion further validates the property as an asset for the City.

Sincerely,



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

pc: Don Rasmussen  
Matt Stoffel



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Honorable City Council  
Findlay, OH 45840

May 13, 2014

RE: Fostoria Ave Drainage (Phase I), Project No. 325843

Dear Council Members:

In 2008, an application was made to OPWC for the Fostoria Avenue drainage project. The project is intended to provide drainage relief to the area between Tiffin and Fostoria Avenue. OPWC granted funds up to \$375,000 to help pay for what was, at that time, estimated to be a \$500,000 project. During the design phase, it was determined that the project could not be constructed due to a lack of easements, and difficulty with crossing other underground utilities.

In 2013, Steve Wilson and I discussed an extension of the funding so we could continue to work on a constructible solution. Engineering worked with different property owners to negotiate easements and developed an alternate route for the storm sewer outlet. OPWC has also previously granted \$252,500 for the construction of Phase II.

Bids were opened for the above-referenced project on May 11, 2015. The lowest and best bid was received from Helms & Sons Excavating of Findlay, Ohio for \$976,518. When we subtract what was already budgeted for, an additional appropriation of \$721,000 is required to cover the contingency and construction of Phase I. The Capital plan had already shown a contribution from the storm fund of \$135,000 but it has not yet been appropriated. I have also confirmed that the Stormwater Fund has approximately \$2.5 Million dollars available.

I have requested legislation for a first reading, and would ask that Council review the scope with me at the next appropriation meeting. I am recommending the City move forward with the project. If we do not, the problem will still exist, and the City will lose over \$600,000 in OPWC funding. OPWC has been willing to work with the City on this project, but they want confirmation as to our direction. I have also been working to get this done in conjunction with the paving on Tiffin Ave.

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

FROM:	Stormwater Fund	\$721,000
TO:	Fostoria Ave Drainage (Phase I), Project #32584300	\$721,000

Sincerely,

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

pc: Don Rasmussen  
Jim Staschiak  
Brian Thomas

# Office of the Mayor

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May 14, 2015

Honorable City Council  
City of Findlay, Ohio

RE: Appointment to Blanchard Valley Port Authority

Dear Council Members:

This letter will serve as my request for your confirmation of reappointment of Garry Peiffer to the Blanchard Valley Port Authority. Mr. Peiffer has served as a joint City of Findlay/Hancock County appointment to the Port Authority since its inception in 2007.

Mr. Peiffer has expressed a desire and willingness to continue to serve the community as a member of the Blanchard Valley Port Authority. This reappointment will be effective through June 30, 2019.

I trust that you will concur with my choice and confirm my appointment. Thank you for your consideration.

Sincerely,



Lydia L. Mihalik  
Mayor

cc: Garry Peiffer  
Blanchard Valley Port Authority  
Donald J. Rasmussen, Director of Law



# Board of Zoning Appeals

## April 9, 2015

**Members present:** Chairman, Phil Rooney; Secretary, David Russell; and Douglas Warren.

The meeting was called to order at 6:00 p.m. by Mr. Rooney. Mr. Rooney introduced the members to the audience and the general rules were reviewed.

**Case # 53050-BA-15 (200 W. Main Cross Street)** was reviewed by Todd Richard, City of Findlay:

Filed by the Hancock County Performing Arts Center, the applicant is seeking a variance from sections 1161.12.13A.2, 1161.12.13A.6, and 1161.12.13B of the City of Findlay Zoning Ordinance. Respectively, these sections prohibit electronic message centers on walls; prohibit electronic message centers in the C-3 Downtown Commercial District; and limit the size of the electronic message center area to 25% of the sign area to be constructed. The applicant is proposing an electronic message center to be placed on a wall in the C-3 district that will consist of 100% of the sign area.

Two eight x ten foot signs have been proposed on the east and west walls near W. Main Cross Street. The applicant will be operating the signs under the guidelines of a digital billboard. Digital billboards are permitted in the C-3 district. The difference is the sign will not be an off-premise sign- it will be accessory to this property by advertising upcoming events at the center. The action and appearance of the sign will be the same as a digital billboard. It will not have animation, but will have images that will be displayed every eight seconds. Digital billboards are prohibited from having animation.

There has never been an intent or desire from past administrations to have flashing, blinking signs in the downtown area. A "ticker tape" sign was once proposed and was denied. There has been concern that these signs would be distracting and gaudy. Enforceability and future requests must be considered here.

There is no doubt this use is unique and beneficial to the downtown area and promoting upcoming events has its importance. Perhaps the sign could change less frequently- every five minutes.

There are other avenues to inform the public of future performances. Social media, radio, television, and newspaper ads are obvious outlets to get the message out.

Perhaps some alternatives need to be considered. Is a marquee with an LED fixed message board appropriate on the façade? Additionally, the applicant has mentioned a rotating fixed message sign.

If the variance is granted, the Board will have to make its intentions clear. The fact the use is special and unique and does not compete with other downtown activities, but supplements them, needs to be considered. The Board should consider some conditions regarding how often the message can be changed and the fact the sign must be accessory to the site and not act as a billboard. It's clear that the appearance of flashing, changing signs in the downtown district is undesirable.

Brian Hurt, representing the Hancock County Performing Arts Center, was sworn in. Mr. Hurt reiterated some of the points made by Mr. Richard. They want the sign to perform like a digital billboard. These signs are strictly to be used to promote events at the center. This building is community supported and the lot and building do not meet traditional C-3 characteristics, which makes the property unique. They want at least a couple of the ads to be displayed as drivers pass by. Social media will be important, but this sign is important for advertising.

Mr. Hurt reviewed some alternatives. A rotating sign is an option but wouldn't look very attractive. Banners could be placed on the walls, but they would have to be changed often and lifts would have to be used. Additionally, there is a safety issue.

Mr. Hurt said that the proposed signs would be an enhancement to the building. The center will attract activity in the downtown area.

Mr. Hurt answered Mr. Russell's question regarding the function of the sign by stating that the signs would not be animated but would display a message every eight seconds- like a digital billboard.

Jim Cratesburg, a representative of the Hancock County Performing Arts Center, was sworn in. Mr. Cratesburg stated that the signs will not compromise the character of the downtown area. The sign must change often to take advantage of the impulse buy. Only social media will have a bigger impact on the marketing effort.

David Moore, 705 Franklin Avenue, was sworn in. He is concerned about the distraction and the fact there is a crosswalk near the library. He is concerned with the sign causing distraction in this particular area.

Mr. Cratesburg reminded everyone there is no movement in the images to be displayed.

There was no other communication from other parties.

Mr. Richard pointed out, that with all of the demolition in the downtown area, there are several open areas where these signs may be desirable. This site isn't really unique in that regard. Some of these exposed walls may invite others to want the same type of signage.

Mr. Warren said that he has an issue with the harmony of the sign with the surrounding area and that particular condition is not being met.

Mr. Hurt responded by saying that alternatives aren't in harmony either.

There was general discussion on how a billboard could be placed on a wall and act the same as what is proposed.

More debate continued on what is permitted in the downtown area. All billboards are permitted, however, there is a spacing requirement. There was discussion on the difference between an accessory sign versus a billboard.

Mr. Warren wanted to know what alternative would be appropriate as far as how often the sign should change and how enforceable the condition would be.

Mr. Richard stated that enforcing display times is certainly feasible. Generally, businesses are respecting the fixed message appearance, as specified on their permits. He said he wanted to see a greater delay on the change of the messages.

Mr. Rooney asked if this was a billboard, would it be permitted? What we are discussing here is ridiculous.

There was more discussion on the timing and delay of the messages to be displayed.

Mr. Rooney made a motion to approve the variance as requested. He reviewed each condition to justify the approval. Mr. Russell seconded the motion.


More discussion followed. Mr. Warren wanted it CLEARLY known that this will open the door for future requests.

Mr. Rooney countered with several examples of past requests. The fact that many of the downtown lots are so small and more concentrated makes their situations entirely different. He said that what they decide here tonight will not set a precedent for other requests.

The motion passed 3-0.

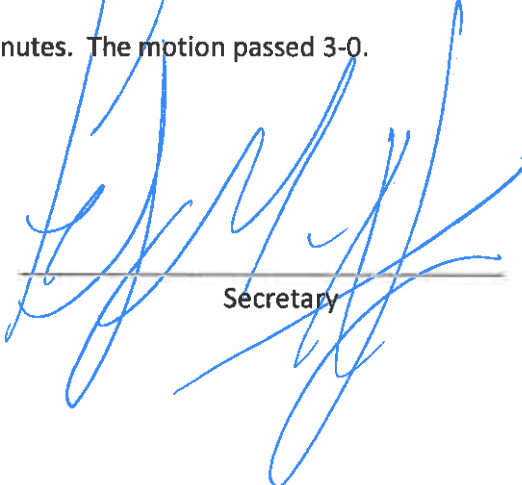
Mr. Rooney mad a motion to approve the February 2015 minutes. The motion passed 3-0.

The meeting was adjourned.



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Chairman



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Secretary

**COMMITTEE REPORT**

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

An **AD HOC COMMITTEE** met on May 6, 2015 to discuss salaries for elected officials. This meeting is a continuation of the March 18, 2015 and March 31, 2015 meetings.

We recommend

- meeting on MAY 27 @ 9pm to make specific salary proposals
- continue discussions about establishment of Citizens Compensation Committee

Aye  Nay Anne Spence  
Anne Spence, Chairman

Aye  Nay Thomas Klein  
Thomas Klein

Aye  Nay Grant Russel  
Grant Russel

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

**DATE:** May 6, 2015

**COMMITTEE:** AD HOC

**COMMITTEE REPORT**

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

The **N.E.A.T. AD HOC COMMITTEE** met on May 13, 2015 to discuss water regulations and planned ordinance.

We recommend

*ADOPTION OF ORDINANCE 2015-045  
RECOMMENDING THE ESTABLISHMENT OF A  
UTILITY REVIEW BOARD.*

Aye  Nay

*Thomas H. Klein*  
Thomas Klein, Chairman

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

Aye  Nay

*Grant Russel*  
Grant Russel

DATE: May 13, 2015

COMMITTEE: AD HOC

**COMMITTEE REPORT**

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

The **PLANNING & ZONING COMMITTEE** to whom was referred a request to rezone 706 West Main Cross Street from R-3 Single Family High Density to M-1 Multi-Family Medium Density.

We recommend

*Approve as Request*

**PUBLIC HEARING:**

Aye  Nay *Grant Russel*  
Grant Russel, Chairman

Aye  Nay *[Signature]* *SECOND*  
John Harrington

**PLANNING & ZONING COMMITTEE**

Aye  Nay *Jim Niemeyer*  
Jim Niemeyer

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

Aye  Nay *Tom Shindlecker* *MOTION*  
Tom Shindlecker

**DATED: May 14, 2015**

Aye  Nay *ABSENT*  
Randy VanDyne

# COMMITTEE REPORT

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

The **PLANNING & ZONING COMMITTEE** to whom was referred a request to rezone 1769 Romick Parkway from I-1 Light Industrial to C-2 Commercial.

We recommend

*APPROVE AS REQUESTED*

### PUBLIC HEARING:

Aye  Nay *Grant Russel*  
Grant Russel, Chairman

Aye  Nay *[Signature]* *MOTION*  
John Harrington

**PLANNING & ZONING COMMITTEE**

Aye  Nay *Jim Niemeyer*  
Jim Niemeyer

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

Aye  Nay *Tom Shindledecker* *SECOND*  
Tom Shindledecker

DATED: May 14, 2015

Aye  Nay *ABSENT*  
Randy VanDyne

**COMMITTEE REPORT**

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

The **PLANNING & ZONING COMMITTEE** to whom was referred a request from Ryan Switzer to vacate Cord Street from the southerly right of way line of Lima Avenue to Stadium Drive, together with Stadium Drive from the easterly right of way line of Lake Cascades Parkway to the easterly right of way line of Cord Street.

We recommend

*Approve as REQUESTED*

**PUBLIC HEARING:**

Aye  Nay *Grant Russel*  
Grant Russel, Chairman

Aye  Nay *Jim Niemeyer*  
~~Andy Douglas~~ *Jim Niemeyer* **JIM NIEMEYER**

**PLANNING & ZONING COMMITTEE**

Aye  Nay *John Harrington* *MOTION*  
John Harrington

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

Aye  Nay *Tom Shindlecker* *SECOND*  
Tom Shindlecker

**DATED: May 14, 2015**

Aye  Nay *ABSENT*  
Randy VanDyne



**COMMITTEE REPORT**

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

The **PLANNING & ZONING COMMITTEE** to whom was referred a request to rezone the Ranzau/Jaqua annexation II I-1 Light Industrial District.

We recommend

*APPROVE AS REQUESTED*

PUBLIC HEARING:

Aye  Nay *Grant Russel*  
Grant Russel, Chairman

Aye  Nay *[Signature]* *MOTION*  
John Harrington

Aye  Nay *Jim Niemeyer* *SECOND* **PLANNING & ZONING COMMITTEE**  
Jim Niemeyer **LEGISLATION: \_\_\_\_\_**

Aye  Nay *[Signature]*  
Tom Shindledecker **DATED: May 14, 2015**

Aye  Nay *ABSENT*  
Randy VanDyne

**FINDLAY CITY COUNCIL  
CARRY-OVER LEGISLATION  
May 19, 2015**

**RESOLUTION NO. 011-2015** *(12.25% pick up FPD)*

**third reading**

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF FINDLAY, OHIO TO COMPLY WITH SECTION 742.31 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

**RESOLUTION NO. 012-2015** *(12.25% pick up FPD)*

**third reading**

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF FINDLAY, OHIO TO COMPLY WITH SECTION 742.31 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 2015-033** *(724 N Main St rezone)*

**third reading**

AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 724 NORTH MAIN STREET REZONE) WHICH PREVIOUSLY WAS ZONED "C-2 GENERAL COMMERCIAL" TO "R-2 SINGLE FAMILY RESIDENTIAL".

**ORDINANCE NO. 2015-034** *(306 W Bigelow Ave rezone)*

**third reading**

AN ORDINANCE AMENDING CHAPTER 1100 ET SEQ OF THE CODIFIED ORDINANCES OF THE CITY OF FINDLAY, OHIO, KNOWN AS THE ZONING CODE BY REZONING THE FOLLOWING DESCRIBED PROPERTY (REFERRED TO AS 306 WEST BIGELOW AVENUE REZONE) WHICH PREVIOUSLY WAS ZONED "R-1 SINGLE FAMILY LOW DENSITY RESIDENTIAL" TO "O-1 INSTITUTIONS AND OFFICES".

**ORDINANCE NO. 2015-036** *(new Section 931.06)*

**third reading**

AN ORDINANCE ENACTING NEW CODIFIED SECTION 931.06, KNOWN AS THE DEFINITIONS FOR STORM WATER REGULATIONS FOR THE CITY OF FINDLAY, OHIO.

**ORDINANCE NO. 2015-037** *(new Chapter 935)*

**third reading**

AN ORDINANCE ENACTING NEW CODIFIED CHAPTER 935 KNOWN AS THE ILLICIT DISCHARGE AND ILLEGAL CONNECTION CONTROL TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) FOR THE CITY OF FINDLAY, OHIO.

**ORDINANCE NO. 2015-038** *(new Chapter 937)*

**third reading**

AN ORDINANCE ENACTING NEW CODIFIED CHAPTER 937 KNOWN AS DRAINAGE, EROSION AND SEDIMENT CONTROL FOR THE CITY OF FINDLAY, OHIO.

# 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

MAY 19, 2015

THE FOLLOWING IS THE NEW LEGISLATION TO BE PRESENTED TO THE CITY COUNCIL OF THE CITY OF FINDLAY, OHIO, AT THE TUESDAY, MAY 19, 2015 MEETING.

### **RESOLUTIONS**

013-2015 A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO TO SEEK FUNDING THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) JOBS AND COMMERCE GRANT PROGRAM AND THE DEVELOPMENT SERVICES AGENCY ROADWORK DEVELOPMENT (629) GRANT PROGRAM FOR THE PURPOSE OF INFRASTRUCTURE UPGRADES WITHIN AND AROUND THE CITY OF FINDLAY, AND DECLARING AN EMERGENCY.

### **ORDINANCES**

- 2015-040 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 706 WEST MAIN CROSS STREET REZONE) WHICH PREVIOUSLY WAS ZONED "R-3 SINGLE FAMILY HIGH DENSITY" TO "M-1 MULTI-FAMILY MEDIUM DENSITY".
- 2015-041 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 1769 ROMICK PARKWAY REZONE) WHICH PREVIOUSLY WAS ZONED "I-1 LIGHT INDUSTRIAL" TO "C-2 COMMERCIAL".
- 2015-042 AN ORDINANCE VACATING A CERTAIN STREET (HEREINAFTER REFERED TO AS CORD STREET VACATION) IN THE CITY OF FINDLAY, OHIO.
- 2015-043 AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.
- 2015-044 AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY
- 2015-045 AN ORDINANCE ENACTING NEW CODIFIED SECTIONS 521.011, 521.012, AND 521.013 FOR THE CITY OF FINDLAY, OHIO.

**RESOLUTION NO. 013-2015**

**A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO TO SEEK FUNDING THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) JOBS AND COMMERCE GRANT PROGRAM AND THE DEVELOPMENT SERVICES AGENCY ROADWORK DEVELOPMENT (629) GRANT PROGRAM FOR THE PURPOSE OF INFRASTRUCTURE UPGRADES WITHIN AND AROUND THE CITY OF FINDLAY, AND DECLARING AN EMERGENCY.**

WHEREAS, this Council and the administration are desirous of upgrading and improving infrastructure within the City of Findlay with the goal of creating a safer system of transportation for its citizenry, and;

WHEREAS, this Council supports the administration's efforts to seek funding through the Jobs and Commerce Grant Program and the Roadwork Development (629) Grant Program, and;

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

SECTION 1: That the Service-Safety Director of the City of Findlay, Ohio be and the same is hereby authorized to seek funding, through calendar year 2019, through the Jobs and Commerce Grant Program and the Roadwork Development (629) Grant Program for the purpose of funding infrastructure upgrades within and around the City of Findlay.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary in order that funding application deadlines can be met,

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

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

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

## ORDINANCE NO. 2015-040

**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 706 WEST MAIN CROSS STREET REZONE) WHICH PREVIOUSLY WAS ZONED "R-3 SINGLE FAMILY HIGH DENSITY" TO "M-1 MULTI-FAMILY MEDIUM DENSITY".**

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

SECTION 1: That the following described property:

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

Part of the east half (1/2) of the southwest fractional quarter (1/4) of Section Thirteen (13), Township One (1) North, Range Ten (10) in said Hancock County, Ohio, and metes and bounds described as follows, to wit:

A tract of land described as commencing for its description 96 7/10 feet south 79° 12' east of a stone set to perpetuate the southeast corner of Lot 8328 in the White Addition to said City of Findlay, thence north 145.45 feet to a stone set; thence east 115.25 feet; thence south 166.45 feet to the north line of West Main Cross Street; thence north 79° 12' west 117.3 feet to the place of beginning, containing 47/100 acres of land more or less.

SECTION 2: That said property above described herein be and the same is hereby rezoned from R-3 Single Family High Density to M-1 Multi-Family Medium Density.

SECTION 3: That from and after the effective date of this ordinance, said property above described herein shall be subject to M-1 Multi-Family Medium Density regulations.

SECTION 4: This Ordinance shall be in full force and effect from and after the earliest period provided by law.

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

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

**ORDINANCE NO. 2015-041**

**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 1769 ROMICK PARKWAY REZONE) WHICH PREVIOUSLY WAS ZONED "I-1 LIGHT INDUSTRIAL" TO "C-2 COMMERCIAL".**

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

SECTION 1: That the following described property:

Situated in the City of Findlay, County of Hancock, State of Ohio, and being a part of Lot No. 11 of the replat of the Deer Meadows Subdivision.

SECTION 2: That said property above described herein be and the same is hereby rezoned from I-1 Light Industrial to C-2 Commercial.

SECTION 3: That from and after the effective date of this ordinance, said property above described herein shall be subject to C-2 Commercial regulations.

SECTION 4: This Ordinance shall be in full force and effect from and after the earliest period provided by law.

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

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

**ORDINANCE NO. 2015-042**

**AN ORDINANCE VACATING A CERTAIN STREET (HEREINAFTER REFERED TO AS CORD STREET VACATION) IN THE CITY OF FINDLAY, OHIO.**

WHEREAS, a petition has been presented to Council requesting that a portion of Cord Street be vacated as set forth herein, and;

WHEREAS, Council upon approval and recommendation of such vacation by the Planning Commission of the City of Findlay, Ohio, is satisfied that it will not be detrimental to the general interest and ought to be made.

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

SECTION 1: That the following described street be and the same is hereby vacated:

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

Being Cord Street from the southerly right of way line of Lima Avenue to Stadium Drive, together with Stadium Drive from the easterly right of way line of Lake Cascades Parkway to the easterly right of way line of Cord Street.

SECTION 2: That the aforesaid vacation is hereby made subject to the preservation of the public utilities right-of-way, in accordance with the provisions of Ohio Revised Code Section 723.041 including an easement is reserved for all sanitary and/or storm sewer lines in said vacated right-of-way.

SECTION 3: That this Ordinance shall be in full force and effect from and after the earliest period provided by law.

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

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

**Cord Street from the southerly right of way line of Lima Avenue to Stadium Drive, together with Stadium Drive from the easterly right of way line of Lake Cascades Parkway to the easterly right of way line of Cord Street.**



**ORDINANCE NO. 2015-043**

**AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.**

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

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

FROM:	Stormwater Fund	\$ 721,000.00
TO:	Fostoria Ave Drainage (Phase I) <i>Project #32584300</i>	\$ 721,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to appropriate said funds so that Phase I of the Fostoria Avenue Drainage Project may begin,

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

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

\_\_\_\_\_  
MAYOR

PASSED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

# ORDINANCE NO. 2015-044

## AN ORDINANCE APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

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

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

FROM:	Ohio Development Services Agency grant	\$ 39,000.00
TO:	2015 LGIF Grant <i>Project #31954700</i>	\$ 39,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to appropriate said funds so a feasibility study may be conducted,

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. 2015-045

### AN ORDINANCE ENACTING NEW CODIFIED SECTIONS 521.011, 521.012, AND 521.013 FOR THE CITY OF FINDLAY, OHIO.

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

SECTION 1: That new Sections 521.011, 521.012, and 521.013 of the Codified Ordinance of the City of Findlay, Ohio be and the same is hereby enacted to read as follows:

#### **521.011 CREATION AND MEMBERSHIP**

- A. **CREATION.** A Utility Termination Board of Appeals, hereafter referred to as the "Board", shall be established to hear appeals of consumers who have been served with a notice of termination of water service pursuant to the City's authority to exercise all powers of local self-government and to enforce such local police, sanitary and other similar health regulations.
- B. **MEMBER COMPOSITION.** The Board shall consist of five (5) members, all of whom shall be electors of the City and who shall be appointed as follows: Four members of the Board shall be appointed by the Mayor, with the consent and approval of Council. One member of the Board shall be a member of City Council appointed by the Council President Pro Tempore.
- C. **TERMS.** The members of the Board appointed by the Mayor shall hold office for terms of four (4) years, and their terms shall be staggered so that not more than two shall expire in any one year. The Council President Pro Tempore appointment shall serve at the pleasure of the President Pro Tempore.
- D. **VACANCIES.** The Mayor shall appoint a new member to fill any vacancy for the unexpired term created by a resignation, or otherwise, of any of his/her appointments. Any such appointments shall be subject to Council confirmation.
- E. **CONTINUITY.** All members shall serve until their successors are appointed and qualified.
- F. **REMOVAL.** Members appointed by the Mayor may be removed for cause or otherwise.

#### **521.012 ORGANIZATION**

- A. **OFFICERS AND PROCEEDINGS.** The Board shall, within ten days after appointment, meet and organize by electing a chairman, a vice-chairman and a secretary from their membership. All meetings of the Board shall be held at the call of the chairman, or on the written request to the chairman of two (2) members of the Board, and at such time and places as the chairman may determine. The chairman, or in his absence, the vice-chairman, may administer oaths and require the attendance of witnesses. All meetings of the Board shall comply with requirements of Ohio's open meeting laws.
- B. **RECORD KEEPING.** The Board shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent, or failing to vote, indicating such fact, and shall also keep records of its examination and other official actions. The Board may adopt its own rules of procedure. Every order, requirement, decision or determination of the Board shall be filed in the Mayor's Office and shall become a public record.

- C. OPERATIONS. In the performance of its duties, the Board may incur such expenditures as shall be authorized by Council. Each member of the Board shall serve without compensation.
- D. QUORUM. A majority of the members of the Board shall constitute a quorum; but no action of said Board shall be official unless such action be taken or authorized by a quorum of the Board.

**521.013 JURISDICTION**

- A. APPEALS. The Board shall hear appeals from any notice of termination of water service issued by the Zoning Administrator and/or NEAT Department personnel. Such appeal shall be taken within such time as shall be prescribed by the Board in its rules, and by filing with the Mayor's Office a notice of appeal, specifying the grounds thereof. The Mayor's Office shall transmit to the Board all facts constituting the record on which the action of appeal is taken.
- B. STAY OF PROCEEDINGS. An appeal shall stay all proceedings in furtherance of the action appealed from.
- C. SET MEETING. The Board shall fix a time for the hearing of an appeal and give not less than ten (10) days' notice thereof to the parties, in accordance with its rules of procedure, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.
- D. BOARD ACTION. The Board may deny, affirm or modify the officer's request for water service termination, as in its opinion shall seem just and fair, and to that end, the Board shall have all the powers of the officer from whom the appeal is taken.
- E. APPEAL OF BOARD ACTION. After hearing as provided above, any person adversely affected by any order issued by the Board may appeal from the order of the Board to the Court of Common Pleas. Any party desiring to appeal shall file a notice of appeal with the Board setting forth the order appealed from and the grounds for appeal. A copy of such notice of appeal shall also be filed in the Court of Common Pleas by the party appealing. Such notice of appeal shall be filed within thirty days after the filing of a decision of the Board in the office of the Mayor's Office. Such appeal may be on questions of law or on questions of law and fact. The filing of a notice of appeal in the office of the Mayor shall stay all proceedings appealed from until the Court of Common Pleas has rendered a decision on the matter. The provisions of the Ohio Revised Code shall further govern all appeals under the provisions of this Chapter.

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

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

\_\_\_\_\_  
MAYOR

PASSED: \_\_\_\_\_

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

APPROVED: \_\_\_\_\_