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AGENDA

Regular Council Meeting

7:00 PM November 14, 2022

Council Members:

Andy Teater

Omar Tarazi

Les Carrier

Tina Cottone

Peggy Hale

Pete Marsh

Cynthia Vermillion

President

Vice President

Michelle Crandall, City Manager

Diane (Dee) Werbrich, Clerk of Council

City Hall, Council Chambers • 3800 Municipal Way, Hilliard, OH 43026



Hilliard City Council established the following five broad Strategic Focus Areas to guide the vision of the City. Under each of these Focus Areas is one significant goal to be prioritized during 2021-2022.

Strategic Focus Area #1 – Excellent, Innovative City Services

- Goal Statement – The City will ensure continued delivery of excellent and innovative services in the years ahead by developing a long-term financial plan focusing on fiscal resilience and sustainability.

Strategic Focus Area #2 – Family-friendly, Engaged Community

- Goal Statement – The City will focus on transparency, public trust and resident involvement by developing and implementing a community engagement and communications plan.

Strategic Focus Area #3 – Distinct, Well-Planned Community

- Goal Statement – The City is committed to implementing a strategy that includes public infrastructure maintenance and delivery of City services that support residents as they maintain properties in our older neighborhoods.

Strategic Focus Area #4 – Quality Commercial Development

- Goal Statement – The City will create and implement an economic development plan focused on the attraction, retention, growth and creation of businesses and jobs that provide a strong tax base and quality development.

Strategic Focus Area #5 – Valued Cultural and Recreational Amenities & Programs

- Goal Statement – The City will meet the community's needs for indoor recreational, health and wellness amenities and programming by engaging strategic partners to plan and build a new community center.



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I. Invocation and Pledge of Allegiance

Invocation - Joseph Chon Pastor , Cornerstone Christian Fellowship

The Pledge of Allegiance to the Flag of the United States of America – Mr. Carrier

II. Roll Call

III. Approval of Minutes

A. October 24, 2022, Regular Meeting

IV. Commission and Board Reports

Board of Zoning Appeals	Peggy Hale
Destination Hilliard	Cynthia Vermillion
Environmental Sustainability Commission	Pete Marsh
MORPC	City Manager Crandall
Planning & Zoning Commission	Peggy Hale
Public Arts Commission	Omar Tarazi
Recreation and Parks Advisory Commission	Les Carrier/Andy Teater
Shade Tree Commission	Andy Teater
Aging in Place Committee	Tina Cottone
Other Boards/Commissions	President and Vice President

V. Recognition and Special Guests - None

VI. Changes to the Agenda

VII. Consent Agenda - None

VIII. Public Comments (Items not on the Agenda)

Public Notice: Any member of the public addressing Council on items not on this agenda are asked to sign the speaker's sign-in form. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

IX. Business of the Council

A. Ordinances

Second Readings/Public Hearings

Public Notice: Any member of the public addressing Council on the Public Hearing below are asked to sign the speaker's sign-in form so the Clerk will have accurate information about your name and address. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

- 22-37 APPROPRIATING FUNDS FOR THE OPERATING EXPENSES OF THE CITY OF HILLIARD, OHIO FOR THE PERIOD ENDING DECEMBER 31, 2023.

- 22-38 APPROVING THE 2023 CAPITAL IMPROVEMENT BUDGET AND APPROPRIATING FUNDS FOR THE CAPITAL IMPROVEMENT EXPENSES OF THE CITY FOR THE PERIOD ENDING DECEMBER 31, 2023.



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First Readings

- 22-39 APPROVING AN AMENDMENT TO SECTION 161.36 OF THE CITY'S CODIFIED ORDINANCES REGARDING THE TUITION REIMBURSEMENT PROGRAM.
- 22-40 AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND DEED FOR 3.4± ACRES ALONG ALTON DARBY CREEK ROAD AND COSGRAY ROAD.
- 22-41 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF STOP LOSS INSURANCE.

B. Resolutions

- 22-R-87 AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE OHIO STATE UNIVERSITY FOR 25,000 SQUARE FEET AT THE CITY'S RECREATION AND WELLNESS CENTER.
- 22-R-88 AUTHORIZING A FEE AMENDMENT TO THE CONTRACT WITH THE PRIME AE GROUP, LLC.
- 22-R-89 AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH 3401 MILL RUN LLC.
- 22-R-90 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE ECO PLUMBERS, TO RELOCATE AND EXPAND ITS OPERATIONS AT 3401 MILL RUN DRIVE IN HILLIARD.
- 22-R-91 APPROVING CHANGES TO THE PLANNED UNIT DEVELOPMENT (PUD) TEXT FOR ±1.94 ACRES LOCATED ON THE NORTH SIDE OF PARK MILL RUN DRIVE APPROXIMATELY 550 FEET WEST OF FISHINGER BOULEVARD KNOWN AS THE MILL RUN EVENTS CENTER AS PART OF THE MILL RUN DEVELOPMENT ("PUD") PLAN AND TEXT FOR EXPANDED PERMITTED AND CONDITIONAL USES AND MODIFIED DEVELOPMENT STANDARDS.
- 22-R-92 APPROVING CHANGES TO THE PLANNED UNIT DEVELOPMENT (PUD) TEXT FOR ±1.316 ACRES LOCATED ON THE SOUTH SIDE OF CEMETERY ROAD EAST OF TRUEMAN BOULEVARD KNOWN AS THE BURDGE PROPERTY AS PART OF THE MILL RUN DEVELOPMENT ("PUD") PLAN AND TEXT FOR EXPANDED USES AND MODIFIED DEVELOPMENT STANDARDS.
- 22-R-93 AUTHORIZING THE CITY MANAGER TO GRANT EASEMENTS TO COLUMBUS FIBERNET, LLC FOR ACCESS ACROSS CITY PROPERTY.
- 22-R-94 AUTHORIZING THE TRANSFER OF FUNDS TO THE CAPITAL IMPROVEMENT FUND.
- 22-R-95 AUTHORIZING THE TRANSFER OF UNENCUMBERED FUNDS.



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- X. President's Communication**
- XI. Staff Reports**
- XII. City Manager Updates**
- XIII. Items for Council Discussion**

Adjournment



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CITY COUNCIL

October 24, 2022 Regular Meeting Minutes

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Reverend Steven Putka - Amlin United Methodist Church

The Pledge of Allegiance to the Flag of the United States of America - Ms. Vermillion

ROLL CALL

Attendee Name:	Title:	Status:
Andy Teater	President	Present
Omar Tarazi	Vice President	Present
Les Carrier	Councilman	Present
Tina Cottone	Councilwoman	Present
Peggy Hale	Councilwoman	Present
Pete Marsh	Councilman	Present
Cynthia Vermillion	Councilwoman	Present

Staff Members Present: City Manager Michelle Crandall, Law Director Phil Hartmann, Finance Director Dave Delande, Assistant City Manager Dan Ralley, City Engineer Clark Rausch, Chief People Officer/Director of Human Resources Colleen Lemmon, Recreation and Parks Director Ed Merritt, Community Relations Director David Ball, Planning Manager Carson Combs and Clerk of Council Diane Werbrich

APPROVAL OF MINUTES

President Teater asked if there were any changes or corrections to the October 10, 2022, Special/Executive Session or Regular meeting minutes. Hearing none, the minutes were approved as submitted.

STATUS:	Accepted
AYES:	Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

COMMISSION AND BOARD REPORTS

Board of Zoning Appeals - No report.

Destination Hilliard - No report.

Environmental Sustainability Commission - Mr. Marsh reported that a nice turnout showed up for the Styrofoam and shredding event on Friday, November 8, 2022.

MORPC- No report.

Planning & Zoning, - Ms. Hale reported that some of the Commission topics will be considered by Council this evening. She noted one item was deferred, which was the Lincoln Center which is a STEAM charter school, who had applied for a PUD modification and they will come back with more information.

Public Arts Commission - No report

Rec & Parks Advisory Commission - No report.

Shade Tree Commission - No report.

Aging in Place Committee - Ms. Cottone reported the Committee had its first public outing at the Senior Health Fair on Tuesday, October 18, 2022.

Other Boards/Commissions - No report.



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RECOGNITION AND SPECIAL GUESTS - NONE
CHANGES TO THE AGENDA - NONE
CONSENT AGENDA - NONE

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

Ms. Rupal Patel, 2627 Anderson Drive, regarding Diwali/Hindu Heritage Month.

BUSINESS OF THE COUNCIL

A. Ordinances

SECOND READINGS/PUBLIC HEARINGS - NONE

FIRST READINGS

22-37 APPROPRIATING FUNDS FOR THE OPERATING EXPENSES OF THE CITY OF HILLIARD, OHIO FOR THE PERIOD ENDING DECEMBER 31, 2023.

STATUS:	First Reading
SPONSOR:	Cynthia Vermillion
SECONDER:	Pete Marsh
AYES:	Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion
President Teater announced the second reading/public hearing will be November 14, 2022.	

22-38 APPROVING THE 2023 CAPITAL IMPROVEMENT BUDGET AND APPROPRIATING FUNDS FOR THE CAPITAL IMPROVEMENT EXPENSES OF THE CITY FOR THE PERIOD ENDING DECEMBER 31, 2023.

Ms. Crandall stated the appropriations in this ordinance are reflective of what was presented to Council during the last Committee of the Whole meeting.

STATUS:	First Reading
SPONSOR:	Tina Cottone
SECONDER:	Cynthia Vermillion
AYES:	Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion
President Teater announced the second reading/public hearing will be November 14, 2022.	

B. Resolutions

22-R-84 A RESOLUTION AUTHORIZING THE CONDITIONAL USE FOR RETAIL USES AT 3854 MAIN STREET WITHIN THE B-1, NEIGHBORHOOD BUSINESS ZONING DISTRICT.

Mr. Combs explained that this involves a conditional use request for the Smokey Zone located at 3854 Main Street, which is in the B-1 Neighborhood Commercial District and is approximately 1,320 square feet. On July 1, 2022, the Code Enforcement recognized the business was operating with signage without the appropriate permit or a zoning certificate. At that point, they informed the tenant that they needed to apply for a zoning certificate, which was done shortly thereafter. Mr. Combs explained that staff looked at the proposed use and recognized it was a conditional use within the B-1 District and have been working with the applicant to come into compliance. On August 2, 2022, the business submitted a conditional use application and as that was going through the process, a cease and desist letter was sent on September 7, 2022. On September 8, 2022, the Planning and Zoning Commission reviewed the application and provided a negative recommendation to Council on the proposed conditional use. On September 16, 2022, Code Enforcement and HPD enforced the cease and desist and the business was closed. Mr. Combs stated that given the use, staff recommended Council disapprove the resolution



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based on the finding that the proposed conditional use can pose an ongoing code enforcement issue that does not meet the general spirit and intent of the Zoning Code, as well as the conditional use criteria that is spelled out within the Code. Staff also finds that the proposed use will negatively impact the general health, safety and welfare of the general community and the surrounding land uses. He reiterated that staff recommends disapproval of the proposed conditional use.

The following addressed Council on this resolution:

Ammar Salameh, 7813 Scioto Crossing Boulevard, Dublin, OH.

Ms. Vermillion asked why the Certificate of Occupancy is dated July 2015. Mr. Salameh replied that the Certificate of Occupancy was given to the tenants by the City.

Amir Algabar, 2602 Eakin Road, Columbus, OH, explained that the landlord asked for a certificate of zoning and he came to the City to inquire about getting that certificate and the woman who was helping him gave him the Certificate of Occupancy and told him that is all he needed.

Mr. Combs stated that he cannot speak to who Mr. Algabar had a conversation with but the Certificate of Occupancy from July 2015, simply means that it is safe to have a person occupy the building and does not negate the fact a Zoning Certificate is actually needed to operate a business. He noted that at no point did they talk with staff about a Zoning Certificate until it was noticed by the Code Enforcement Official, who happened to stop by because they had a temporary banner, for which they did not have a permit and were operating their business. Once an investigation was started, they found the business was fully operating without any use approval. Mr. Combs explained that the Zoning Code for B-1 clearly indicates that all retail in the B-1 District is a conditional use and is not an issue with this particular use. Any type of retail use in that space must go through the same process and come before Council for approval. He noted in terms of the City not providing information to them, once the City found out that they needed a Zoning Certificate, the tenant applied for that certificate on July 25, 2022, and on July 26, 2022, he notified the applicant through the OpenGov system that it would require a conditional use because it was a retail use at that location.

Mr. Carrier - inaudible. Mr. Combs replied that there is a Certificate of Occupancy that goes back to 2015 and he would have to research what businesses were there in the past. Mr. Carrier asked if that mattered because he believes it was a vape shop. Mr. Combs replied that it depends on whether the use changed to something else because there were clearly other tenants in that space since the vape shop existed. If it changed to a conditional use, they would have lost their non-conforming status and would have had to come through for approval.

President Teater asked if the change in ownership of the shop triggers grandfathering in the process or is it only tied to use. Mr. Combs replied that it is the change in the tenant space and once it changed from a vape shop to another use, there is a 12-month period before that status goes away. Mr. Teater then asked if that 12 month gap occurred between vape shops. Mr. Combs replied that given how long ago that occurred, and they have a Certificate of Occupancy, he is unaware of anything in the system on a Zoning Certificate and would have to go through old records to validate that. Ms. Crandall clarified that the City cannot locate a Zoning Certificate from a prior use. Ms. Hale commented that there was an iPad repair shop at that location after the vape shop. Mr. Combs noted that business would have come under repair services or personal services in the Code.

Vice President Tarazi asked if anyone investigated the issues they encountered. Mr. Combs replied that this is the first he has heard of any issues. Vice President Tarazi stated that he does not fully understand the recommendation against this conditional use because Council passed legislation specifically to license shops so they could be punished if they sell to minors and is why the mechanism was created. Mr. Combs replied that a large portion in the intent was that future uses were not being located within a proximity to youth-oriented facilities. He noted the one located down the street is a greater distance away and in a different zoning district so in terms of the Zoning Code, different standards are being applied.



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Mr. Combs stated he is looking at the Hookah lounge on Main Street, which is in the Old Hilliard Mixed Use District and would have to research other locations that would fall under the regulations.

Mr. Carrier explained that they came in and received a copy of the Certificate and thought they were clear because it was previously used as a vape shop. Mr. Combs replied they received a Certificate of Occupancy, which would have been issued by the Building Department. Mr. Hartmann noted that there are two different things, a Certificate of Occupancy and a Certificate of Zoning compliance. Mr. Combs pointed out that the property owner leasing the spaces should know the property is zoned B-1, which requires a conditional use for retail establishments. He added it is permitted to have personal services and restaurant type uses under certain conditions but any type of retail no matter the size requires a conditional use.

Mr. Carrier asked if they could go to the Board of Zoning Appeals (BZA) for a variance to remedy this. Mr. Combs replied it is a conditional use and they cannot have a variance for a use. He noted that this is the forum to address that.

Mr. Hartmann asked if they applied for a conditional use. Mr. Combs replied this is the conditional use and has been through the Planning Commission and is now before Council for a final disposition.

Ms. Vermillion remarked that it sounds like the landlord misled the tenants and asked why they went to the Building Department. Mr. Algabae replied that this is the first time he has leased a space and asked for a Certificate of Zoning. He stated he came to the City and asked how would he apply for a Certificate of Zoning, he provided the address, they pulled the file and gave him a copy of the Certificate of Occupancy and told him that is all that he needed. Ms. Vermillion felt that more research is needed on this. Ms. Cottone added that it is very confusing because they do not know who they talked to and it is all hearsay.

Mr. Hartmann explained that one person or employee from a City providing a document or opinion cannot bind the rest of the City. He added that it sounds like a Certificate of Occupancy was given to them when they were asking for a Zoning Certificate and there is confusion between the two. Ms. Crandall reported that they came in asking for a document for the Certificate of Occupancy or Certificate of Zoning and was given the 2015 Certificate of Occupancy at the Building Department. She added the fact remains it is upon them to get the appropriate Certificate of Zoning and this is not an allowable use in the community within 1,000 feet of a youth-oriented facility. Ms. Crandall reported that the prior hookah lounge was pre-existing. She noted that some of the responsibility has to be put on the owner of the property and the individual who wants to start a business to get the appropriate zoning that they need in place to operate. Ms. Vermillion asked if a Certificate of Zoning is clearly stated on the document. Ms. Crandall and Mr. Combs agreed that a Certificate of Zoning is clearly stated. Mr. Carrier mentioned that the City does not have a Certificate of Zoning. Ms. Crandall replied that the City has to become aware of a use that is not allowed before the City can act on it and whether a prior user of that space had a certificate, is unknown or how long had lapsed between uses. The current use does not have a Certificate of Zoning.

Mr. Hartmann reported some investigation was done and it was determined that the document was received at the Building window and not the Zoning window and if they asked for something regarding zoning, they would have been sent back to the Zoning Department.

Ms. Cottone asked if the current owner is responsible for researching what is needed to operate a business. Ms. Crandall replied that it is the property owner's responsibility to tell someone who is leasing the property and then it is on the tenant to investigate and understand what the allowable zoning is and to acquire the proper certificates. Mr. Hartmann noted that he would view this as a private dispute between the owner and tenant. He reported that they had 60 days to confirm and they did not do that in that time and now they are stuck in a lease and is probably why the 60 day window is built in to allow time to do their own due diligence. Vice President Tarazi stated he agrees from a technical, legal perspective but someone should not have to have a lawyer when dealing with the City and if someone was handed a piece of paper and told this is what they need, they would rely on that information. Mr. Hartmann stated



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he would differ with Vice President Tarazi and that is not exactly true because if he was going to look at a property he would want every document for due diligence. What they provided was from 2015 and does not say zoning anywhere on the document. He would have inquired further because what was provided did not answer their question. They relied on what the landlord told them and did not have an answer from the City and had 60 days to get that. Mr. Hartmann restated that this is an argument between the landlord and tenant and the landlord has put the City in the middle due to their misrepresentation. He noted the City did not provide the Certificate of Zoning because there was confusion on what was asked. Mr. Hartmann remarked that the City should not approve a use because of an argument between two private parties and it is clear the zoning is not applicable here.

Mr. Q. Algabae, 180 Red Bluff, Westerville, stated that if he was told by the City that his business was not allowed, he would have gotten out of the lease.

Mr. Salim (sp? - did not sign in to speak) spoke on behalf of the landlord, who lives in Upper Arlington. He explained that the landlord is not in dispute with the tenant and he feels it is an operational issue.

Mr. Carrier asked if it has been confirmed that the City printed off that certificate and gave it to them. Ms. Crandall replied that she does not have a dispute that this came from the City's Building Department because they provide Certificates of Occupancy. She added if the tenants went to the Building Department's window and asked for the history of that building, this is what they would have provided. The tenants should have noted that it was not a Certificate of Zoning and figured out how to acquire that certificate. Ms. Crandall reported that it sounds like the vape shop at this location was a few years ago and there was another use in that space after that and was in place for a while. Mr. Hartmann added that the Certificate of Occupancy is dated 2015 and states a pre-existing condition and that it is a vape shop. The problem is there was a 12-month period between since it was a pre-existing use. A Certificate of Zoning compliance is required because it is not a legal use now since the zoning changed at some point to make retail a conditional use versus permitted. Mr. Hartmann explained that it appears there is a pre-existing, non-conforming legal use and that ceases to exist once 12-months in a row that that use is not being done, which has occurred based on the intermediate use that occupied that space after the vape shop.

Ms. Cottone asked if it would be her responsibility to find out everything that she would need to do to be in compliance if she were to open a business. Ms. Crandall replied that if she were starting a business it would be her responsibility to make sure any business licenses, zoning, etc., that she needed were in compliance before occupying and using the space.

Mr. Hartmann clarified that tonight is the hearing on the conditional use and they are bringing that forward to Council to clear up the zoning. Vice President Tarazi asked if Council does not approve this, the tenant is out the money but if Council approves, it is approved as a conditional use for what period of time. Mr. Hartmann replied for as long as they are running their business or sell it and the conditional use would continue for a 12-month period. Mr. Combs added the use could continue indefinitely until they leave and the 12-month period lapses with that type of use. Vice President Tarazi asked if a time period can be put on a conditional use. Mr. Hartmann replied that he did not believe that would be legally enforceable because you cannot condition on who the user is or attach time frames. He noted there could be restrictions, for example, with the hours of operation but stated that he will research the possibility of a conditional use time limit.

Ms. Cottone asked about the business not being in compliance when they opened with the signage, etc., which is what the staff recommendation talked about. Mr. Salameh replied that this was the first time the tenants have signed a lease and as soon as they were informed about the temporary banner, they complied and followed the proper procedures. He added there was no intentional violation of any rule.

Ms. Hale recused herself and left Council Chambers.



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STATUS: Defeated (5-1)
MOVER: Tina Cottone
SECONDER: Andy Teater
AYES: Omar Tarazi
NAYS: Andy Teater, Les Carrier, Tina Cottone, Pete Marsh, Cynthia Vermillion
RECUSED: Peggy Hale

22-R-85 AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH MILLER BROTHERS CONSTRUCTION, INC. FOR THE COSGRAY ROAD & WOODSVIEW WAY IMPROVEMENTS (CIP T-84); AUTHORIZING THE TRANSFER OF FUNDS; AND AUTHORIZING AN EXPENDITURE.

Ms. Hale returned to Chambers.

Mr. Ralley reported that this is regarding the Cosgray-Woodsview roundabout. The City received six bids and Miller Brothers Construction Company was the lowest bid received. He noted that staff did extensive research on other projects the company has done and received positive information back. Mr. Ralley added that they will also be using the second lowest bidder, Shelly and Sands, Inc. for all of the asphalt paving. He added the City is very excited about this project and includes just under \$1 million in OPWC funding and coming in significantly below the engineer's estimate. This allowed the Capital Budget to be adjusted down by approximately \$400,000.00 for this project.

STATUS: Adopted (7-0)
MOVER: Les Carrier
SECONDER: Cynthia Vermillion
AYES: Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion
 President Teater announced 22-R-85 passed and will take effect at the earliest time allowable by law.

22-R-86 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. TO PROVIDE GENERAL ENGINEERING SERVICES AND AUTHORIZING THE EXPENDITURE OF FUNDS.

Mr. Rausch explained that this is a general engineering services (GES) contract with Dublin-based S&ME with the main tasks being inspection of temporary soil erosion and sediment control practices on all active construction projects in the City and they also do some material testing with soils, concrete and asphalt. He noted this would be the third GES contract with S&ME and is an annual contract with three possible one-year renewals, which are contingent on funding in subsequent City Council budgets.

Mr. Carrier asked why the City has \$1 million in liability insurance but the service providers insurance for property damage is only \$500,000.00. Mr. Hartmann replied that he will review the contract and provide that information to Mr. Carrier.

STATUS: Adopted (7-0)
MOVER: Cynthia Vermillion
SECONDER: Pete Marsh
AYES: Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion
 President Teater announced 22-R-86 passed and will take effect at the earliest time allowable by law.

PRESIDENT'S COMMUNICATION

President Teater reported that recently he and Ms. Crandall heard Dr. Amy Acton speak on Rapid5. He urged everyone to gather as much information on this because this is a program to develop, conserve



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and work with the five river corridors in Central Ohio. He believed that Dr. Acton said it would be the largest integrated metro park in the Country.

STAFF REPORTS

Ms. Crandall stated the Hilliard Recovery Court (HRC) program update is provided for information only.

CITY MANAGER UPDATES

Ms. Crandall reported that she heard through social media and from two Council members regarding motorcycle racing and the noise from the motorcycle engines. She asked Chief Woods to research the issue. Chief Woods reported that they are not finding racing in the City. He stated he contacted some former colleagues at the City of Columbus Police Department and there is a roadway, Charter Street, that runs north off of Roberts Road and west of I-270, which is a straight street and conducive for those who want to set up drag racing and speeding in that area. He has confirmed with HPD's second and third shift supervisors and the Columbus Police that this is happening there and the sound from that area is impacting the Darby Glen and Scioto Farms neighborhoods. Chief Woods reported HPD has received 48 calls for service within the City on speeding complaints and 21 of those center around I-270 and is sure that sound is also drifting over to those neighborhoods. He noted second and third shift are primarily focusing on this and HPD strictly enforce traffic safety and laws.

ITEMS FOR COUNCIL DISCUSSION

Ms. Crandall mentioned that she was hoping Mr. McCarthy could attend this meeting to provide an update on the Recreation and Wellness Center. The City is receiving the final estimates from Ruscilli and the project is over in some areas so staff will be working on those this week and will send an update to Council. Ms. Crandall reported that some of the increases revolve around site work, the soils and how much will have to be brought in to balance the site. She added some of the site finishes are coming in higher than expected as well.

Mr. Hartmann reported that the contract provisions Mr. Carrier mentioned earlier make sense. The liability insurance is for bodily injury and is set at \$1 million and the \$500,000.00 is for property damage. He stated he will review because both seem low.

Vice President Tarazi stated the vote on 22-R-84 went the way it went but he feels there is still something the City can improve upon from a customer service perspective. He suggested a one-page flow chart of procedures or checklist to make it clearer in the future.

Mr. Marsh stated that he has been in contact with residents regarding the Airbnbs and they want to look at some type of overlay district and there are a number of ways that can be done in order to maintain the residential character of Norwich Street. He stated that before asking staff to work on this, he wanted to see if this would be something Council would like to pursue gathering the information. For example, all current residential would remain residential and houses that operate as a business be grandfathered in and agree to revert back to residential upon the business leaving. President Teater asked if this would restrict property rights for those who do not agree with that. Mr. Marsh replied that is one of several questions: does every homeowner have to sign off on it, or does it apply to only the homeowners who sign off on it but there are lots of ways this could be addressed.

Ms. Cottone asked if a current house that is being used as an Airbnb would have to become residential when sold. President Teater added commercial as well. Mr. Marsh stated for example, under some resident's ideal scenario, if a home is being used as a trinket shop, it would continue to be allowed to operate as a trinket shop until that business leaves and then, when sold, would become residential use. Ms. Crandall reported they met with a group of residents around the Airbnb challenge they were having and they raised the fact they wanted to maintain the residential character. They mentioned to them if a group of residents in a block agree then the City could help them through the overlay process. Instead of that step, they would prefer Council would come forward with an overlay for the entire street. It is a matter if they want a consensus of a group of homeowners and the other component if Council does not



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want to do that or if there are other things that can be done to maintain the residential character. Mr. Marsh added maybe not an overlay but a review of the permitted uses. President Teater stated that he believed there were already strict architectural restrictions in the Code for Old Hilliard. Mr. Carrier inaudible. Vice President Tarazi suggested that this be discussed after the ten-year plan is completed.

Mr. Carrier, seconded by Mr. Marsh, moved to adjourn the meeting by Voice Vote.

MOVER:	Les Carrier
SECONDER:	Pete Marsh
AYES:	Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

ADJOURNMENT – 8:17 PM

Andy Teater, President
City Council

Diane Werbrich, MMC
Clerk of Council

Approved: _____

Minutes Acceptance: Minutes of Oct 24, 2022 7:00 PM (Approval of Minutes)



Council Memo: Legislation (22-37)

Subject: Appropriating Funds for the 2023 Operating Budget
From: Michelle Crandall, City Manager
Initiated by: David Delande, Director of Finance
Date: November 14, 2022

Executive Summary

Hilliard City Charter requires the submission of an Operating Budget and the adoption of an Appropriation Ordinance for Operating Expenses.

Staff Recommendation

Staff recommends that Council approve this piece of legislation.

Background

Section 6.06 of the Charter requires City Council to adopt a budget for the City for the ensuing fiscal year. Additionally, Section 6.07 provides that upon passage, the Ordinance is effective January 1st.

Financial Impacts

The Operating Budget, in accordance with Section 6.06 of the Charter, does not exceed the total estimated resources certified by the County Budget Commission.

Expected Benefits

N/A

Attachments

N/A



Ordinance: 22-37

Passed:

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Effective:

APPROPRIATING FUNDS FOR THE OPERATING EXPENSES OF THE CITY OF HILLIARD, OHIO FOR THE PERIOD ENDING DECEMBER 31, 2023.

WHEREAS, Sections 6.05 and 6.06 of the Hilliard City Charter require the submission of a budget and the adoption of an Appropriation Ordinance for Operating Expenses following a duly advertised budget hearing; and

WHEREAS, such budget hearing was duly advertised and held on November 14, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. To provide for the current expenses and other expenditures of the City of Hilliard for the fiscal year ending December 31, 2023, the sums indicated in the **attached Exhibit "A"** are hereby set aside and appropriated as hereinafter set forth.

SECTION 2. To deem appropriated, those monies received and deposited throughout the fiscal year for Fund 207 Grants, Fund 208 Park Maintenance Fund, Fund 209 Law Enforcement Education, Fund 210 Law Enforcement Trust, Fund 211 Law Enforcement Mandatory Drug Fine, Fund 212 Law Enforcement Seizure, Fund 213 Mayor's Court Computer, Fund 214 Seizure Account-Justice, Fund 215 Hilliard Recovery Court, Fund 230 Franklin County Justice Program Grant, Fund 250 General Government Grant, Fund 283 Construction Inspection Services, Funds 285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303 TIF, Fund 782 Police Benevolent Fund, Fund 881 Income Tax Deposit, Fund 890 Public Art, Fund 891/892 Fundraising Agency, Fund 893 Public Service Dept. Agency, Fund 894 Refund Trust, Fund 895 Escrow, Fund 896 Insurance Trust, Fund 897 CARES Act Funds, Fund 898 Local Fiscal Recovery Fund are appropriated upon deposit.

SECTION 3. Authority is hereby given to the Director of Finance, without further approval of Council, to transfer funds during fiscal year 2023 from the debt reduction accounts to the Bond Retirement Fund.

SECTION 4. Adoption of this Ordinance shall grant the authority and approval as set forth in the Hilliard City Charter Sections 6.07, 6.08 and 6.10.

SECTION 5. Pursuant to Section 6.07 of the Charter, this Ordinance shall be effective on January 1, 2023.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 22-37						
<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Referred <input type="checkbox"/> Withdrawn <input type="checkbox"/> First Reading <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation			Yes/Aye	No/Nay	Abstain	Absent
		Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2023 Budgets

Fund	Department	Description	Object 51	Object 52	Object 53	Object 54	Object 55	Object 56	Object 57	Object 58	Object 59	Appropriat
101	107	Safety	\$ 11,745,602	\$ 354,600	\$ 1,279,400	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 13,388
101	220	Health	-	-	400,000	-	-	-	-	-	-	400
101	405	Community Development	307,218	20,250	40,000	1,000	-	-	-	-	-	368
101	407	Transportation & Mobility	169,690	13,380	165,250	4,600	-	-	-	-	-	352
101	408	Engineering	246,843	4,450	40,000	4,600	-	-	-	-	-	295
101	409	Building Standards	609,067	12,500	-	-	-	-	-	-	-	621
101	410	Planning	536,767	5,890	60,000	4,500	-	-	-	-	2,500	609
101	701	City Manager	237,049	14,000	149,000	2,500	-	-	-	-	-	402
101	702	Council	384,811	180,500	30,000	15,000	-	-	-	-	-	610
101	703	Clerk of Courts	233,846	18,700	88,152	1,500	-	-	-	-	-	342
101	704	Law	385,179	11,850	350,000	4,500	-	-	-	-	-	751
101	705	Finance	998,126	32,000	83,000	7,000	-	-	-	-	87,000	1,207
101	706	Economic Development	395,210	43,300	70,000	9,000	-	-	-	-	-	517
101	708	Human Resources	434,743	53,400	182,000	6,000	-	-	-	-	-	676
101	710	Facilities	353,306	51,430	2,707,000	-	-	-	559,000	-	-	3,670
101	711	Information Technology	759,598	45,000	1,059,150	6,000	-	-	-	-	-	1,869
101	712	Communications	586,394	168,650	71,000	6,000	-	-	-	-	-	832
101	716	Boards and Commissions	112,962	22,650	-	-	-	-	-	-	-	135
101	719	General Government	31,545	53,500	1,008,000	-	-	-	-	954,000	124,800	2,171
		General Fund Total	\$ 18,527,956	\$ 1,106,050	\$ 7,781,952	\$ 80,700	\$ -	\$ -	\$ 559,000	\$ 954,000	\$ 214,600	\$ 29,224
103		Recreation & Parks	\$ 3,331,453	\$ 554,644	\$ 767,537	\$ 7,500	\$ -	\$ 4,610,000	\$ 319,000	\$ 188,000	\$ 4,500	\$ 9,782
		Special Revenue Funds (Note)										
202		Streets	\$ 1,394,708	\$ 928,800	\$ 205,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,531
203		County Motor Vehicle Tax	-	60,000	200,000	-	-	-	-	-	-	260
206		Street Improvement Muni Tax	-	-	1,285,000	-	-	300,000	-	80,000	20,000	1,685
207		Grants	-	-	-	-	-	-	-	-	-	-
208		Park Improvements	-	10,000	20,000	-	50,000	-	-	-	-	80
209		OMVI	-	-	-	-	-	-	-	-	-	-
210		Law Enforcement	-	-	-	-	-	-	-	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-	-	-	-	-	-	-	-
212		Law Enforcement Seizure	-	-	-	-	-	-	-	-	-	-
213		Mayor's Court Computer	-	10,000	20,000	-	20,000	-	-	-	-	50
214		Seizure Account-Justice	-	-	-	-	-	-	-	-	-	-
215		Hilliard Recovery Court	97,768	-	40,000	-	-	-	-	-	-	137
230		Franklin County Justice Program	-	-	-	-	-	-	-	-	-	-
250		General Government Grant	-	-	-	-	-	-	-	-	-	-
266		Water Revenue	807,715	78,100	50,000	2,000	60,000	190,000	-	-	-	1,187
267		Sewer Revenue	807,715	38,150	95,000	1,000	30,000	-	105,000	-	-	1,076
268		Sewer Cap & Benefit	-	-	-	-	50,000	-	-	-	-	50
269		Storm Water Utility	807,715	43,700	80,000	-	60,000	-	-	-	-	991
283		Construction Inspection	408,665	6,000	400,000	1,500	-	-	-	-	-	816
285-303		Tax increment Financing	-	-	-	-	-	300,000	-	-	-	300
		Totals	\$ 4,324,286	\$ 1,174,750	\$ 2,395,000	\$ 7,500	\$ 270,000	\$ 790,000	\$ 105,000	\$ 80,000	\$ 20,000	\$ 9,166
		Debt										
304		Capital Improvement Fund (Note)	-	-	330,000	-	100,000	6,800,000	-	160,000	40,000	7,430
		Totals	\$ -	\$ -	\$ 330,000	\$ -	\$ 100,000	\$ 6,800,000	\$ -	\$ 160,000	\$ 40,000	\$ 7,430
		Fiduciary Funds										
881		Income Tax Deposit Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
782		Police Benevolent Fund	-	10,000	10,000	-	-	-	-	-	-	20
890		Public Art	-	-	-	-	-	-	-	-	-	-
891-892		Fundraiser Repayment	-	-	-	-	-	-	-	-	-	-
893		Public Service Dept. Agency	-	-	-	-	-	-	-	-	-	-
894		Refund Trust Account	-	-	-	-	-	-	-	-	-	-
895		Escrow Fund	-	-	-	-	-	-	-	-	-	-
		Totals	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20
		Internal Service Fund										
896		Insurance Trust Fund	-	-	-	-	-	-	-	-	3,689,319	3,689
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,689,319	\$ 3,689
		Memorandum totals	\$ 26,183,695	\$ 2,845,444	\$ 11,284,489	\$ 95,700	\$ 370,000	\$ 12,200,000	\$ 983,000	\$ 1,382,000	\$ 3,968,419	\$ 59,312

Note: Funds 207 through 215, 230 and 250, 285 through 303, 283 and 782 through 897 will be deemed appropriated when revenue is received.

Attachment: Exhibit A - 2023 Operating Budget (22-37 : Appropriating Funds for the 2023 Operating Budget)

Council Memo: Legislation (22-38)

Subject: Appropriating Funds for the 2023 Capital Budget
From: Michelle Crandall, City Manager
Initiated by: David Delande, Director of Finance
Date: November 14, 2022

Executive Summary

This Ordinance approves the City's 2023 Capital Improvement Budget.

Staff Recommendation

Following the Council of the Whole session to review the 2023 Capital Improvement Budget in detail, Staff recommends approval of this Ordinance.

Background

The City's Capital Improvement Budget includes funding for the Community Recreation and Wellness Campus, as well as projects related to improvements in transportation, utilities, technology, other parks, facilities, and fleet that will be completed in 2023. Section 6.09 of the City's Charter provides that the process of approval of a Capital Budget may be established by ordinance, provided that it shall be adopted no later than December 31st.

Below is the link to the online Capital Improvement Program: <https://city-hilliard-oh-budget-book.cleargov.com/7292/capital-improvements/capital-improvements-one-year>

Financial Impacts

This legislation will result in the expenditure of approximately \$108.8 million for 2023 capital projects.

Attachments

N/A



Ordinance: 22-38

Passed:

Page 1 of

Effective:

APPROVING THE 2023 CAPITAL IMPROVEMENT BUDGET AND APPROPRIATING FUNDS FOR THE CAPITAL IMPROVEMENT EXPENSES OF THE CITY FOR THE PERIOD ENDING DECEMBER 31, 2023.

WHEREAS, Section 6.09 of the Hilliard City Charter allows for the process of approval of the capital improvement budget to be developed and passed as City Council may establish by ordinance; and

WHEREAS, the City Manager has submitted the 2023 Capital Improvements Budget to City Council; and

WHEREAS, having reviewed the 2023 Capital Improvements Budget, City Council is prepared to proceed with authorizing the 2023 Capital Improvement Expenses as identified in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. To provide for the current capital improvement expenses and other expenditures of the City of Hilliard for the fiscal year ending December 31, 2023, the sums indicated in the **attached Exhibit "A"** are hereby set aside and appropriated as set forth therein.

SECTION 2. This Ordinance shall be in full force and effect at the earliest time provided by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 22-38						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Passed	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Referred	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> First Reading						
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						

Council Memo: Legislation (22-39)

Subject: Amending Language Section 161.36 of the City's Codified Ordinances
From: Michelle Crandall, City Manager
Initiated by: Colleen Lemmon, Chief People Officer/HR
Date: November 14, 2022

Executive Summary

This ordinance would amend the current language of Section 161.36-Tuition Reimbursement Program of the City's Codified Ordinances.

Staff Recommendation

Staff recommends that Council approves an amendment to the language in Section 161.36 to remove the maximum reimbursement amount of \$4,000. The proposed language would refer to the amount approved annually during the operating budget. This would alleviate the need for this language to be modified in the future to meet the needs of recruitment efforts and the retention of existing employees.

Background

On December 22, 2021, City Council approved legislation repealing and replacing authorized strength with a salary classification and compensation ranges for authorized positions. The same legislation changed the language in Section 161.36 to include the maximum tuition reimbursement to \$4,000. In the 2023 Operating Budget, staff is recommending increasing tuition reimbursement to \$7,000. Increasing the reimbursement amount would assist in attracting and retaining talent.

Financial Impacts

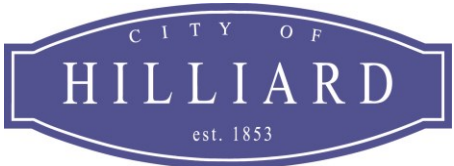
The financial impacts are minimal, with the 2023 proposed operating budget increasing non-union tuition reimbursement from \$4,000 to \$7,000 per year. Currently we are aware of 5-6 non-union employees interested in tuition reimbursement in 2023.

Expected Benefits

Amending the language in Section 161.36 would alleviate the need for this language to be modified in the future to attract and retain talent.

Attachments

N/A



Ordinance: 22-39

Passed:

Page 1 of

Effective:

APPROVING AN AMENDMENT TO SECTION 161.36 OF THE CITY'S CODIFIED ORDINANCES REGARDING THE TUITION REIMBURSEMENT PROGRAM.

WHEREAS, currently, Chapter 161 of the Codified Ordinances of the City provides for the conditions of employment, compensation, classification, and benefits afforded to non-unionized City employees; and

WHEREAS, the City finds it necessary to amend certain language in Code Section 161.36 to remove the limit on the maximum amount available for tuition reimbursement; and

WHEREAS, the amended language will benefit the City, its employees, and attract qualified candidates.

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

SECTION 1. City Council finds that amending the language in Section 161.36, as identified in Exhibit "A", attached hereto and incorporated herein, is in the City's best interest. The changes to Section 161.36, as shown in track changes in the attached Exhibit "A" are approved and shall be incorporated in to the City's Codified Ordinances.

SECTION 2. All other provisions of Chapter 161, not modified herein, remain unchanged and are in full force and effect.

SECTION 3. This Ordinance shall be in effect from and after the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 22-39						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Passed	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Referred	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> First Reading						
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						

161.36 - TUITION REIMBURSEMENT PROGRAM.

Each full-time employee who has a minimum of twelve (12) months of continuous service shall be eligible for tuition reimbursement subject to the following conditions:

- (a) All courses must be pre-approved by the Human Resources Director, who shall consult with the employee's department head in rendering this decision. There must be a direct correlation between the employee's duties and responsibilities and the courses taken. All scheduled times of courses must be taken during non-scheduled working hours. Any situation which, in the discretion of the Human Resources Director, would require an employee's presence on the job shall take complete precedence over any time scheduled for courses.
- (b) If an employee's tuition is paid, off-set or covered by another governmental or private agency or source of scholarship funds, then the employee is not entitled to payment from the City under this benefit unless the employee has tuition fees that he or she must actually personally pay or repay.
- (c) Reimbursement for tuition shall be made when the employee satisfactorily completes a course with a grade of C or better (or pass in a "pass/fail" course) and presents an official certificate or its equivalent and a receipt of payment or copy of the paid bill from the institution confirming completion of the approved course to the Human Resources Director. Reimbursement shall be made within thirty (30) days of the date the employee complies with the provisions of this program.
- (d) Reimbursement shall be granted up to a maximum, *as determined annually in the City's operating budget*, ~~of \$4,000~~ per calendar year and shall be for reimbursement of tuition costs only. Reimbursement shall not be granted for books and/or supplies necessary for successful completion of the course.
- (e) All other provisions of tuition reimbursement shall be provided for in an Administrative Order of the City Manager.

Council Memo: Legislation (22-40)

Subject: Real Estate Purchase Agreement with Norwich Township
From: Michelle Crandall, City Manager
Date: November 14, 2022

Executive Summary

This legislation authorized the City Manager to enter into real estate agreement with the Board of Trustees of Norwich Township (“Norwich Township”) and to execute a deed conveying the 3.4 ±acres of land.

Staff Recommendation

Staff recommends that Council approve this legislation.

Background

On March 8, 2021, City Council adopted Resolution No. 21-R-18, authorizing the City Manager to accept 123 ±acres of land from the Hilliard Development Corporation (the “City Property”). On the City Property, the City’s Recreation and Wellness Complex is being developed. Additionally, the City desires to transfer approximately 3.4 ±acres to Norwich Township for Norwich Township to build a new fire station (the “Township Property”).

In order to effectuate this transfer, Norwich Township and the City have agreed to a Purchase Agreement which outlines the requirements and conditions of the transfer. The City’s contractors are currently working on a legal description of the Township Property and plan to have it completed early next year. Upon completion, the City Manager will execute a limited warranty deed.

Financial Impacts

There are no financial impacts.

Expected Benefits

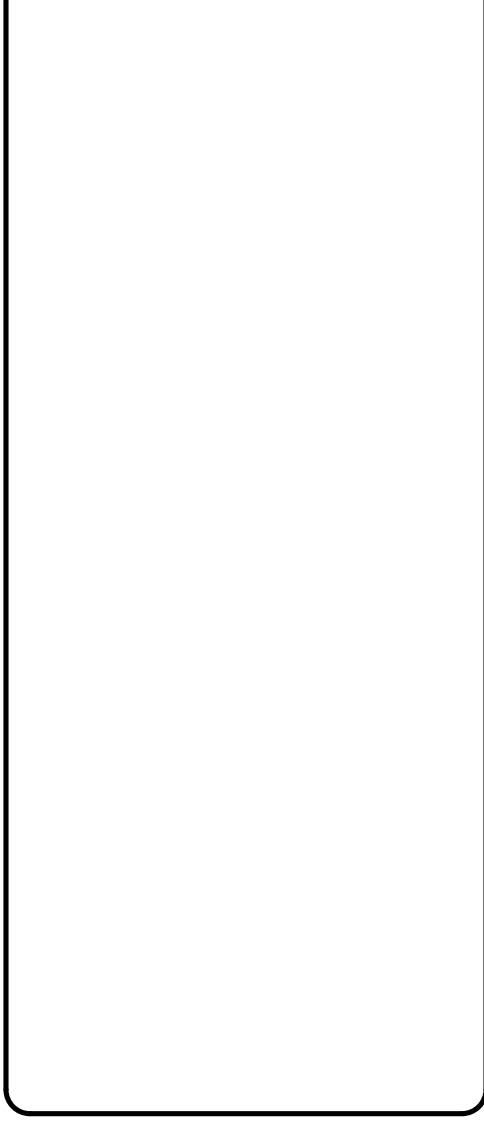
This transfer will enable Norwich Township to build a new fire station in order expand its services.

Attachments

- Location of the Township Property

PRELIMINARY
NOT FOR
CONSTRUCTION

HILLIARD RECREATION AND
WELLNESS CAMPUS

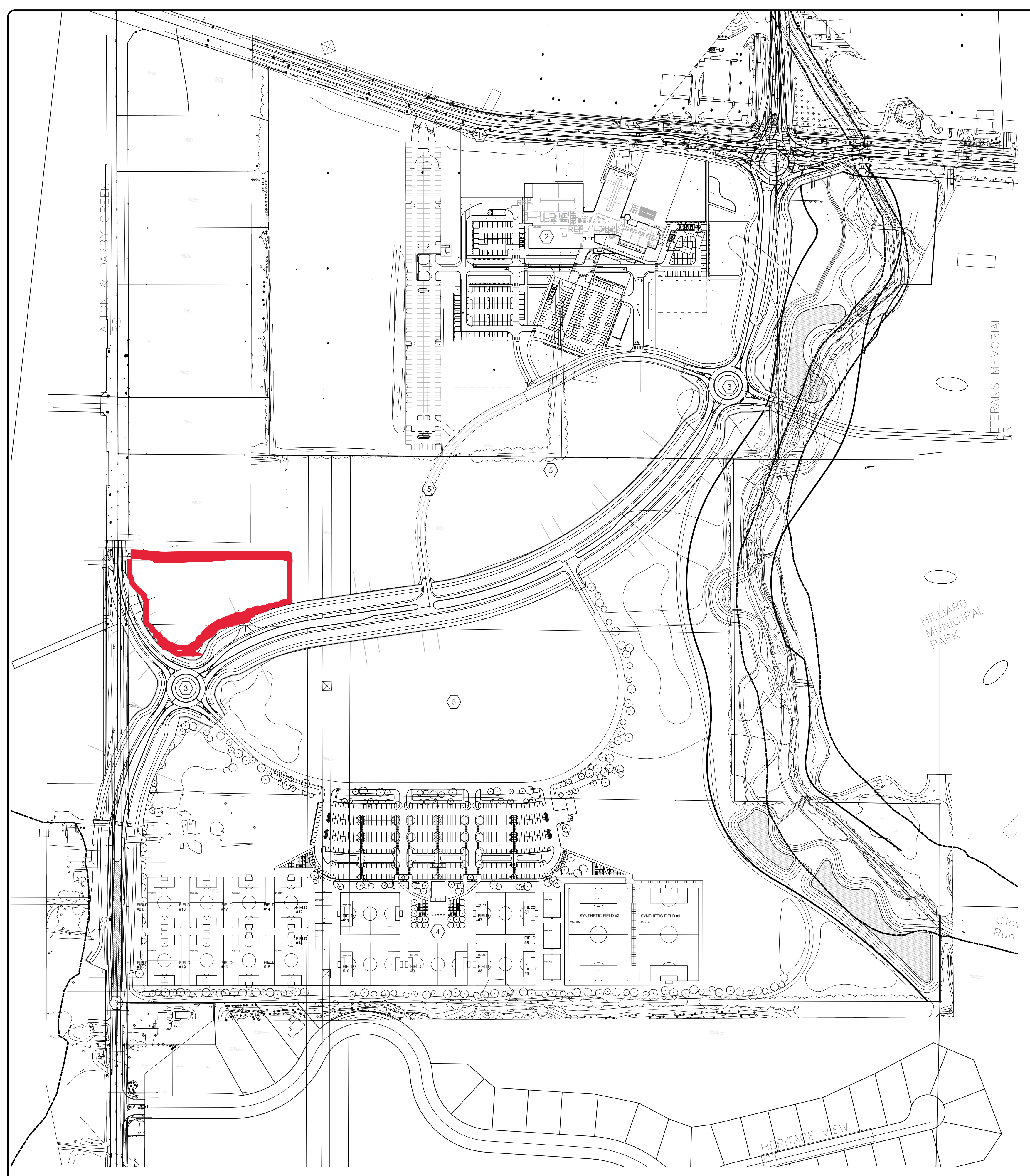


2022.09.14	
SCHEMATIC DESIGN	
Sheet Issue Date:	05/02/22
Revisions:	
No.	Date Description

OVERALL SITE PLAN

L1.1

21050



1 OVERALL SITE PLAN
1" = 200'-0"

CODED NOTES - OVERALL SITE PLAN ◊

- 1 MULTI-USE PATHWAY IN R.O.W.
- 2 HILLIARD RECREATIONAL AND WELLNESS CENTER
- 3 COSGRAY ROADWAY EXPANSION
- 4 HILLIARD ATHLETIC FIELDS
- 5 <varies>



Ordinance: 22-40

Passed:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND DEED FOR 3.4± ACRES ALONG ALTON DARBY CREEK ROAD AND COSGRAY ROAD.

WHEREAS, on March 8, 2021, the City accepted the transfer of 123 ±acres of land from the Hilliard Development Corporation in order to start developing its new Recreation and Wellness campus (the “City Property”); and

WHEREAS, the City desires to transfer 3.4± acres from the City Property to the Board of Trustees of Norwich Township so that Norwich Township can build a new fire station; and

WHEREAS, after negotiations between the City and Norwich Township, the Parties have agreed to a Purchase Agreement, attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, pursuant to Section 151.03 of the City’s Codified Ordinances, the City Manager has declared this 3.4± acres to be surplus to the needs of the City and transferring it to Norwich Township is in the best interest of the health, safety, and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The City Manager is authorized to enter into a Real Estate Purchase Agreement with Board of Trustees of Norwich Township, substantially similar to the one attached hereto as Exhibit “A” and incorporated herein, with such changes that are not inconsistent with this Ordinance and not adverse to the City whose signature thereon shall be conclusive evidence that such changes are approved by Council.

SECTION 2. In accordance with the Real Estate Purchase Agreement, the City Manager is authorized to execute a limited warranty deed transferring 3.4± acres to the Board of Trustees of Norwich Township.

SECTION 3. The City Manager, City Engineer, and City Law Director are authorized to approve any necessary administrative changes to the deed and to affect the proper form and recording of the 3.4 ±acres to Norwich Township.

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

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 22-40						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Tabled						
<input type="checkbox"/> Held Over						
<input type="checkbox"/> Referred						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> First Reading						
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						
	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

REAL ESTATE PURCHASE AGREEMENT

This Real Property Purchase Agreement (this "Agreement") is by and between the **City of Hilliard, Ohio**, an Ohio municipal corporation (hereinafter referred to as the "City" or "Seller"), having an office at 3800 Municipal Way, Hilliard, Ohio 43026, and the **Board of Township Trustees of Norwich Township, Franklin County Ohio**, an Ohio township (hereinafter referred to as "Township" or "Purchaser"), with an address of 5181 Northwest Parkway, Hilliard, Ohio 43026. Purchaser and Seller are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, the Seller is the owner of approximately 3.46 acres located along Alton Darby Creek Road in Hilliard, Ohio, Franklin County, part of Parcel Nos. 050-010761 and 050-010763 (the "Property");

WHEREAS, pursuant to the direction of City Council, the City is entering into this Agreement with the Township so that it can construct a new fire station; and

WHEREAS, Purchaser agrees to purchase the Property depicted in Exhibit A, and Seller agrees to sell the Property to Purchaser pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves to the forgoing Recitals and as follows:

ARTICLE I SALE AND PURCHASE OF THE PROPERTY

1. **Sale:** The City hereby agrees to sell and convey to the Purchaser, and the Purchaser hereby agrees to purchase and obtain from City the Property. The Parties acknowledge and represent that this conveyance of the Property is a voluntary transfer.
2. **Price and Consideration:** Purchaser shall pay to the City the sum of One Dollar (\$1.00), and other consideration as stated herein, which sum shall constitute the entire amount of compensation due the City for: (a) the Property and (b) the City's covenants set forth herein.

ARTICLE II CONTINGENCIES

3. **Contingent Agreement:** The Closing in this Agreement shall be completely contingent upon the City's satisfaction or waiver of the contingencies set forth in Article II below, The Parties shall close no later than February 15, 2023, unless otherwise agreed by the Parties. The date upon which the last of the Contingencies set forth in Article II below are either satisfied or waived by the Township in accordance with Article VIII, shall be referred to as the "Contingency Date".
4. **Contingencies:**
 - a. **Council Approval Contingency:** Hilliard City Council approving an Ordinance to authorize the conveyance of the Property to the Township.
 - b. **Zoning Contingency:** Prior to closing, City shall use its best efforts to rezone the Property to a zoning district appropriate for the Township's use of the Property for a fire station and associated uses.
 - c. **Environmental Inspection Contingency:** The Seller has conducted, at Seller's expense, a Phase II environmental assessment Within 5 days of the Parties fully executing this Agreement, Seller shall provide to the Purchaser a complete copy of the Phase II assessment, and any related documents to Purchaser for its review relating to the Property.

- d. **Right of Way Contingency:** As required by Paragraph 7 below, the City shall obtain a legal description which will account for the location of the City's right of way along Cosgray Road and Alton Darby Road and will account for Township access to the Property from Cosgray Road and Alton Darby Road.

ARTICLE III EVIDENCE OF TITLE

5. **Title Commitment:** The Purchaser may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio (the "Title Company") to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06) in the full amount of the Purchase Price of the Property (the "Title Policy"). The cost of the Title Policy shall be paid by the Township. The Title Commitment will be certified to the Effective Date and will include copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. On or before the date of Closing, the Title Commitment must show in Seller good and insurable title to the Property, free and clear, except for the standard printed exceptions contained in the final form of Schedule B of the Title Policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following (collectively, the "Permitted Encumbrances"):

- a. Those created or assumed by the Township; and
- b. Zoning ordinances, legal highways and public rights-of-way which do not interfere with the practical use of the Property; and
- c. Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- d. Easements and restrictions of record acceptable to the Township which do not interfere with the Township's anticipated use of the Property, which shall be reflected in the final form of Schedule B to the Title Policy.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property. As used herein, Title Company means Stewart Title Company, 259 Schrock Road, Westerville, Ohio 43081.

6. **Endorsement at Closing.** At the Closing, the Title Company shall provide the Township with endorsements to the Title Commitment updating the commitment to the Closing Date and showing no change in the state of the title to the Property. After the Closing, the Title Company shall issue a final owner's title insurance policy in the amount of the Purchase Price.
7. **Survey.** The City shall, at its own expense, obtain a current survey of the Property, which shall be completed no later than January 31, 2023. The survey shall include a legal description of the Property and shall be certified by the surveyor to the Township and the Title Company. Subject to the approval of the Title Company, the legal description set forth on the survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The survey shall be sufficient to waive or insure over any and all questions or survey.
8. **Status of Title; Permitted Encumbrances; Objections.** Up and until fifteen (15) days prior to the Closing Date (the "Deadline for Objections"), the Township may provide the City with written objections to the extent that the Title Commitment reveals matters other than the Permitted Encumbrances (the

"Objections") which constitute a monetary lien or which interfere with the Township's use of the Property for its intended purpose. The Township's failure to make written Objections by the Deadline for Objections will constitute a waiver of the Township's right to make Objections. Upon the Township giving the City written notice of Objections, the City may either agree in writing to satisfy the Objections, or in the absence of City's written agreement to satisfy, the Township shall either waive the Objections, five (5) days prior to the Closing or terminate this Agreement. In the event the Objections are not cured or removed, or in the event the City cannot provide satisfactory evidence that the Objections will be cured on or before the Closing Date or that satisfactory endorsements to the Title Policy will be issued in order to satisfy the Objections, the Township shall make its election at Closing, by written notice to the City, to either:

- a. Accept title to the Property, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or
- b. Terminate this Agreement.

The Township's failure to make its election five (5) days prior to Closing shall constitute the Township's election to accept title to the Property, at which point such uncured Objections shall be Permitted Encumbrances hereunder.

ARTICLE IV RESTRICTION OF USE AND DEED

9. **Restriction of Use:** The use of the Property by the Purchaser is restricted to the construction and operation of a fire station and associated uses. The Purchaser shall not permit the Property to be used for any other uses other than a fire station or associated uses and such restrictions shall be stated in the deed from Seller to Purchaser.
10. **Deed of Conveyance:** The City, as grantor, shall convey to the Purchaser, at the Closing, good and insurable title in fee simple to the Property by transferable and recordable limited warranty deed under O.R.C. 5302.07, signed by all parties necessary, free and clear of all defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except the Permitted Encumbrances.
11. **Right of Reversion.** The Parties agree that fee simple ownership in the Property shall revert to the City at no cost if any of the following conditions arise:
 - a. The Township fails to commence construction on the Property within 10 years of the Closing Date; or
 - b. The Township ceases operations at the Property. For purposes of this Section, "ceases operations" means stops providing fire protection and/or emergency medical services from the Property for a period 6 consecutive months.
12. **Supplemental Interests:** The City agrees to execute any and all reasonable supplemental instruments or documents necessary to vest the Township with all rights, titles, and interests to the Property.

ARTICLE V CLOSING

13. **Closing:** The Parties agree that the purchase and sale of the Property shall be closed (the "Closing") no later than _____, (the "Closing Date"), unless otherwise agreed to in writing by the Parties. Said Closing shall be held at a time and place in Franklin County, Ohio as shall be selected by the City, and agreed to by Purchaser.
14. **City's Closing Documents:** In addition to the deed described in Article IV, at the Closing, the City shall

deliver to the Purchaser: (i) a closing statement showing the Purchase Price and all charges, prorations and/or credits to the City or Seller provided for herein, (ii) all consents, affidavits or other documents reasonably and customarily required by the Title Company to issue the Title Policy, (iii) such evidence of authority as the City or the Title Company reasonably may deem necessary to evidence the authority of the Seller signatory to enter into this Agreement and to consummate the transactions contemplated hereby, and (iv) an affidavit that Seller is not non-resident "aliens", "foreign corporation", "foreign partnership", "foreign trust", or "foreign estate" within the meaning of the Internal Revenue Code and Regulations thereunder.

15. **Township's Closing Documents:** At the Closing, the Purchaser shall deliver to the City: (i) the Purchase Price, (ii) a closing statement showing the Purchase Price and all charges, prorations and/or credits to the City or Seller provided for herein, (iii) such evidence of authority as Seller or the Title Company reasonably may deem necessary to evidence the authority of the City's signatory to enter into this Agreement and to consummate the transactions contemplated hereby, and (iv) any other documents reasonably requested by the Title Company.

16. **Adjustments at Closing:** At Closing, the Parties shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- a. *Real Estate Taxes and Assessments.* The City shall pay all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all unpaid real estate taxes for years prior to Closing, and real estate taxes for the year of Closing, prorated through the Closing Date. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the Parties in making this tax proration to give the Township a credit in an amount as close as possible to the amount which the Township will be required to remit to the County Auditor for the period of time preceding the Closing Date hereof.
- b. *CAUV.* Purchaser acknowledges that the Property was valued as "Current Agriculture Use Value" ("CAUV") property on the books of the Franklin County Auditor and Treasurer and there is real estate tax recoupment owed and deferred on the Property for removing it from CAUV classification if the Property is no longer deemed a "Qualifying Property". "Qualifying Property" is defined as a property that meets either of the following conditions: 1. The land is acquired by Chapter 1545 park district and is located within the boundaries of that park district; or 2. The land is acquired by a public entity other than a Chapter 1545 park district and is located within the boundaries of the city, local, exempted village, or joint vocational school district that is wholly or partially within the boundaries of that public entity.
- c. The prorations provided above shall be final at Closing. The City warrants and represents that, to its actual knowledge, (1) all assessments presently constituting a lien are shown on the County Treasurer's records and (2) that neither Seller nor any of its agents, employees or representatives have received written notice, or have actual knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property in the future. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder for a period of one (1) year.
- d. *The Township's Expenses.* The Township shall at the Closing (unless previously paid) pay the following:
 - i. The cost of the Title Commitment and Owner's Title Policy; and
 - ii. The recording fees required for recording the general warranty deed; and

Attachment: Exhibit A.Purchase Agreement (22-40 : Real Estate Purchase Agreement with Norwich Township)

- iii. The fee, if any, charged by the Title Company for closing the transaction contemplated herein.
- e. *Brokers*. The City represents and warrants that they have not dealt with any real estate broker or realtor in connection with the sale of the Property, and that no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any realtor or broker in connection with this transaction. The Township represents that it has not dealt with any real estate broker or realtor in connection with the sale of the Property, and that no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any realtor or broker in connection with this transaction.
- f. *Real Estate Conveyance Fees*. This transfer to the Township is exempt from the payment of real property conveyance fees pursuant to the Ohio Revised Code. If such conveyance fees are deemed applicable, the Township shall pay the conveyance fees.

ARTICLE VI WARRANTIES AND REPRESENTATIONS OF THE PARTIES

17. **Warranties and Representations of Seller:** In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants, to the best of its knowledge, as follows:

- a. The Seller or any agent, employee or representative of Seller has not received any written notice or notices, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected; and
- b. The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound; and
- c. The Seller or any agent, employee or representative of Seller has not received any written notice, of any change contemplated in any applicable laws, ordinances, or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the Township's proposed use of the Property; and
- d. Through and until the Closing Date, Seller shall not enter into any easement, new lease or other contract pertaining to the Property, unless otherwise approved herein or in writing by the Township; and
- e. To the best of Seller's knowledge, there are no hazardous wastes, hazardous substances, or hazardous materials located in, on or about or generated from the Property which may require remediation or which may result in penalties under any applicable law; and
- f. Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

18. **Breach of Warranties by Seller Prior to Closing:** If, during the pendency of this Agreement, the Township determines that any warranty or representation given by the City to the Township under this Agreement was untrue, incorrect, or misleading, in whole or in part, in any material respect, the same shall constitute a default by the City hereunder. In such event, the Township may give written notice

thereof and shall thereafter have the right to terminate this Agreement or the right to pursue in a court of competent jurisdiction a claim for specific performance hereunder.

19. **“As Is” Condition:** The Township acknowledges and agrees that, except as otherwise expressly stated in this Agreement and/or in any documents provided to the Township by the City (i.e., the Deed) at Closing, (a) the City has not made any warranty, guaranty or representation relating to the Property, (b) The Township is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller, and (c) The Township agrees to accept the Property and acknowledges that the sale thereof as provided for in this Agreement is made by Seller on an “As Is, Where Is and with all faults” basis, except as otherwise expressly stated in this Agreement and/or in any documents provided to the Township by the City (i.e., the Deed) at Closing. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, saving and excepting as otherwise expressly stated in this Agreement and/or in any documents provided to the Township by Seller (i.e., the Deed) at Closing, the township hereby remises, releases and forever discharges Seller and its members, managers, agents and employees from any and all obligations, claims, liabilities, suits, costs, expenses, damages, actions and/or causes of action, matured or contingent, known or unknown, which may arise out of, or are in any way or in any manner connected with or related to, in whole or in part, the condition of the Property, including, but not limited to any claims under applicable Environmental Laws, or otherwise. The term “Environmental Laws” shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public safety, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq. as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. as amended), any state and local counterparts of such statutes or regulations and any state voluntary cleanup programs, each as amended from time-to-time. The substance of this Section 21 is intended to survive the Closing or earlier termination of this Agreement.
20. **Warranties and Representations of the Township.** In addition to any other representation or warranty contained in this Agreement, the Township hereby represents and warrants as follows:
- a. N/A
21. **Warranties and Representations Survive Closing.** The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder for a period of one (1) year after the Closing Date. All representations and warranties set forth in this Agreement shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by the Purchaser, the City shall so certify, in writing, in form reasonably requested by the Purchaser.

ARTICLE VII NOTICES

22. **Notices:** Any notices, statements, acknowledgements, consents, approvals, certificates, or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the Seller, to:

City of Hilliard
Attn: Law Director
3800 Municipal Way

Hilliard, OH 43026

If to the Purchaser, to:

Board of Township Trustees, Norwich Township
 Attn: Township Administrator
 5181 Northwest Parkway
 Hilliard, OH 43026

**ARTICLE VIII
 GENERAL PROVISIONS**

23. **Governing Law.** This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.
24. **Entire Agreement.** This Agreement constitutes the entire contract between the Parties hereto, and may not be modified except by an instrument in writing signed by the Parties hereto, and supersedes all previous agreements, written or oral, if any, of the Parties.
25. **Time of Essence.** Time is of the essence of this Agreement in all respects.
26. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.
27. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the Party making the waiver.
28. **Headings.** The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.
29. **Survival.** The terms and provisions of this Agreement shall survive the delivery of the deed of conveyance hereunder.
30. **Counterparts.** This Agreement may be executed in one or more counterparts all of which will be considered one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
31. **Day for Performance.** Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.
32. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

{Seller's signature and acknowledgement on the following page}

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

City of Hilliard, Ohio

Board of Township Trustees of
Norwich Township, Franklin County Ohio

Michelle L. Crandall, City Manager

Charles W. Buck

Date

Date

Timothy A. Roberts

Date

Jerry O'Shaughnessy

Date

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the amount required to meet the foregoing contract obligation has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection, free from any outstanding obligation or encumbrance.

By: _____
Paul Lambert, Fiscal Officer
Norwich Township, Franklin County, Ohio

Attachment: Exhibit A.Purchase Agreement (22-40 : Real Estate Purchase Agreement with Norwich Township)

EXHIBIT A

0138041.0718387 4860-8287-9532v2

Attachment: Exhibit A.Purchase Agreement (22-40 : Real Estate Purchase Agreement with Norwich Township)



Council Memo: Legislation (22-41)

Subject: 2023 Stop Loss Insurance
From: Michelle Crandall, City Manager
Initiated by: David Delande, Director of Finance
Date: November 14, 2022

Executive Summary

This legislation authorizes the City to purchase a stop-loss insurance policy which provides for payment of health insurance claims that are more than \$75,000 per person covered.

Staff Recommendation

Staff recommends that Council approve this piece of legislation.

Background

Because the City is self-funded for purposes of providing employee health insurance benefits, annually a stop-loss insurance policy is purchased to provide payment of health insurance claims that exceed \$75,000 per person. This legislation proposes the City enter into a contract with Anthem Blue Cross Blue Shield to provide the stop-loss insurance for the period from January 1, 2023, to December 31, 2023 at an annual premium cost not to exceed \$840,348.

Financial Impacts

All monies paid under this contract will be allocated to the various personnel appropriations (Object 51) in the City's 2023 Operating Budget as approved by City Council.

Expected Benefits

N/A

Attachments

N/A



Ordinance: 22-41

Passed:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF STOP LOSS INSURANCE.

WHEREAS, the City of Hilliard is self-funded for purposes of providing employee health insurance benefits; and

WHEREAS, the City annually purchases a stop-loss insurance policy which provides for payment of health insurance claims that are more than \$75,000 per person covered; and

WHEREAS, the City, through its consultant, received renewal quotes for a stop-loss insurance policy; and

WHEREAS, the stop-loss policy previously in effect expires at midnight on December 31, 2022 after which time the City must have a new contract in place; and

WHEREAS, it is in the interest and benefit to the City of Hilliard and the public at large that the stop-loss policy be approved.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The City Manager is authorized and directed to enter into a contract with Anthem Blue Cross Blue Shield to provide insurance coverage described above at an annual premium cost not to exceed \$840,348 for the period from January 1, 2023 to December 31, 2023, on such terms and conditions consistent with the recommendations provided by the City's consultant and as approved by the City's Law Director.

SECTION 2. All monies paid under this contract will be allocated to the various personnel appropriations (Object 51) in the City's 2023 Operating Budget as approved by City Council.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 22-41						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Referred	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						

Council Memo: Legislation (22-R-87)

Subject: Authorizing Lease with The Ohio State University
From: Michelle Crandall, City Manager
Date: November 14, 2022

Executive Summary

This legislation authorizes a lease with the Ohio State University (“OSU”) Wexner Medical Center.

Staff Recommendation

Staff recommends approval of this resolution. This lease sets in motion the design and construction of 25,000 square feet of medical space as part of the City’s Recreation and Wellness Center, providing for a variety of health and wellness services to our residents and establishing a partnership with OSU and the City of Hilliard that will further expand education, programs and services positively impacting our community’s health and wellbeing. The vision and goal for this partnership is to be a best practice example of how a medically-integrated recreation center can significantly improve community health.

Background

On November 2, 2021, residents approved increasing the City’s municipal income tax by 0.5% and dedicating the resulting funds for recreation and parks, including (but not limited too) construction of a new community center (the “Project”). As part of the Project, the City desired a medically integrated partner and issued a request for proposals in January of this year. In late February, OSU, through the Wexner Medical Center, responded. As a result, the City began discussions with OSU regarding site requirements, building space design/layout and a lease agreement.

Medical, health and wellness services and programming planned for this portion of the building include:

- Same day immediate care
- Orthopedic immediate care
- Orthopedic and sports medicine providers
- Arthritis care
- Behavioral health
- Integrative health including acupuncture, chiropractic care, therapeutic massage, nutrition counseling, osteopathic manipulative therapy, lifestyle medicine
- Outpatient rehab – physical therapy for geriatric rehab, vestibular rehab, pelvic health, aquatic rehab, and orthopedic wellness screening
- Education, health, and wellness learning – Family care provider training, community health profiling and training, Hilliard School District student shadowing for health professional career exposure

This legislation encompasses several months of negotiations and a proposed lease with terms agreed to between the City’s negotiation team and The Ohio State University Wexner Medical Center leadership. This lease is for 25,000 square feet for an initial term of 15 years with two consecutive 5-year renewal terms.

The initial annual base rent will be \$14.00/square foot. This base rent was set following a completed appraisal that was based on current estimated construction costs, considering the City’s investment in the land, core & shell costs, and a portion of the site costs. The second-year base rent will not exceed \$16.00/square foot, based on a market rate analysis and/or revised appraisal once construction is completed. A yearly lease rate escalation of 2% was also agreed to and included in the lease.

Additionally, OSU will be responsible for certain Common Area Maintenance (CAM) costs. For the first year, OSU will pay a total of \$250,000 in monthly installments. Following the first year, the City will provide a full accounting of the CAM for year one. If CAM is less than \$250,000, then OSU will receive a credit on its CAM payments in the following year.

Financial Impacts

The City's investment in the core & shell for the OSU portion of the recreation and wellness center is currently estimated at \$3,023,988. OSU's investment in the tenant improvements (TI) is currently estimated at \$5,599,860.

The City will receive lease payments as well as CAM funding throughout the lease term. Assuming \$14.00/square foot for 25,000 square feet and an annual escalation of 2%, the City will receive \$6,052,695.92 in the first 15-year term. This coupled with conservative income tax receipts of \$100,000 annually (or \$1,500,000 over fifteen years), results in total gross receipts of more than \$7,500,000 during the initial 15-year lease term.

Expected Benefits

By partnering with OSU, the City's new Recreation and Wellness Center will offer a unique opportunity for residents and non-residents to access a multitude of health and wellness programs and services. The vision and goal for this partnership is to be a best practice example of how a medically-integrated recreation center can significantly improve community health.

Attachments

Lease agreement and associated exhibits



Resolution: 22-R-87

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE OHIO STATE UNIVERSITY FOR 25,000 SQUARE FEET AT THE CITY'S RECREATION AND WELLNESS CENTER.

WHEREAS, the City is developing its new Recreation and Wellness Center at the corner of Scioto Darby Road and Cosgray Road; and

WHEREAS, the City desires to have a medically integrated partner at the Center and requested proposals from entities that were interest in the right to lease space within the Center; and

WHEREAS, the Ohio State University, through its Wexner Medical Center ("OSU"), responded requesting 25,000 square feet of space to offer its services; and

WHEREAS, following negotiations between the City and OSU, the City desires to enter into a lease with OSU for an initial period of 15 years, with the first year of base rent equal to \$14.00/square foot; and

WHEREAS, it is to the benefit of the City's residents that the City enter into this Lease with the Ohio State University.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The City of Hilliard is authorized to enter into an agreement with the Ohio State University for 25,000 square feet of space at the City's Recreation and Wellness Center. The City Manager is authorized to enter into the lease agreement substantially similar to the one **attached hereto as Exhibit "A"** and incorporated herein (the "Lease"), with such changes therein that are not inconsistent with this Resolution and not detrimental to the City, with her execution thereof being conclusive evidence that such changes are approved by Council.

SECTION 2. The City Manager and Director of Law are authorized to sign any and all documents as may be necessary to effectuate the Lease and its terms and conditions.

SECTION 3. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 22-R-87						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-87** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC

LEASE AGREEMENT
BETWEEN
THE CITY OF HILLIARD
(Landlord or the City)
AND
THE OHIO STATE UNIVERSITY
(Tenant or OSU)

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LEASE AGREEMENT

This Lease agreement (“**This Lease**”) is made effective _____, 2022 by and between The City of Hilliard, an Ohio municipal corporation (“**Landlord**” or the “**City**”), and The Ohio State University, an instrumentality of the State of Ohio (“**Tenant**” or “**OSU**”) (Landlord and Tenant sometimes referred to together as “**Parties**” or singularly as “**Party**”).

RECITALS

- A. Landlord owns 123 acres (the “**Center Land**”), more or less, on the southwest corner of the intersection of Cosgray Road and Scioto Darby Road adjacent to Roger Reynolds Municipal Park in Hilliard, Ohio, as depicted on **Exhibit “A1”** attached hereto, where it desires to construct, *inter alia*, an approximate 105,000 square foot Recreation and Wellness Center (the “**Center**”), as depicted on **Exhibit “A2”** attached hereto, that will bring together a wide range of wellness, education, and complementary clinical services.
- B. The Parties intend to collaborate in the planning and schematic design of the Center and intend for the Center to be recognized as a vibrant community asset that will enhance the lives of residents of Hilliard.
- C. In furtherance of the collaboration in the planning and schematic design of the Center, the Parties entered into a Non-Binding Letter of Intent on June 14, 2022 (“**LOI**”), which is incorporated herein by reference.
- D. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant as its exclusive health partner, 25,000 rentable square feet of space together with the shared use of and access to all parking area and other interior common area being a part of the 105,000 square foot Centeras more particularly described herein.

In consideration of the above Recitals, the Center, and the terms, conditions, mutual covenants contained in This Lease and the terms that follow, Landlord and Tenant agree:

§1. LEASE OF PREMISES

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises consisting of approximately 25,000 total rentable square feet of space in the Center as identified on the floor plan attached hereto as **Exhibit “A”** (“**Leased Premises**”), subject to adjustment as set forth hereinbelow. The Center is intended to consist of approximately 105,000 total square feet (including the 25,000 square feet for the Leased Premises, and is to be constructed in accordance with the Plans (as defined in Work Letter) upon the Center Land. In addition to the right to use the Leased Premises, Tenant shall also have the non-exclusive right to use and access common or public areas and facilities, corridors, lobbies, elevators,

restrooms, stairways, sidewalks, driveways, parking areas and any and all other structures or facilities operated or maintained in connection with or for the benefit of the Center and Center Land (collectively, “**Common Areas**”).

(b) Within thirty (30) days after the Commencement Date, Landlord shall deliver to Tenant a statement setting forth the number of square feet of rentable space contained in the Leased Premises, measured from (i) the outside faces of all perimeter walls other than any party wall separating the Leased Premises from other leasable space; (ii) the center line of any such party wall; (iii) the outside face of any interior wall; and (iv) the building and/or leaseline adjacent to any entrance to the Leased Premises, and shall exclude any mezzanine space. Tenant may, at Tenant's expense, re-measure the Leased Premises in accordance with the immediately preceding sentence and notify Landlord in writing of any discrepancy within thirty (30) days after Tenant's receipt of Landlord's statement and Tenant and Landlord shall in good faith resolve such dispute. If Tenant fails to notify Landlord in writing of any such discrepancy within thirty (30) days after Tenant's receipt of Landlord's statement, the Leased Premises shall be deemed to contain the number of square feet of rentable space set forth in Landlord's statement. If the final number of square feet of rentable space in the Leased Premises differs from the number set forth in §1(a) above, Landlord and Tenant shall execute an amendment to this Lease adjusting the amounts set forth in §1(a) above.

This Lease and Tenant's rights hereunder are subject to (a) the lien of real property taxes and installments of assessments; (b) building and zoning laws, ordinances and regulations; (c) legal highways; and (d) covenants, conditions and restrictions of record.

§2. TERM; RENEWAL TERMS

(a) Term. The term of This Lease (the “**Initial Term**”) shall be for a period of 15 years (plus the number of days required by the next sentence) and shall commence on the earliest of any of the following occurring (hereinafter that date being referred to as, the “**Commencement Date**”): (a) the date that the Center and Tenant Improvements have been Substantially Completed (as such term is defined in the Work Letter attached hereto as **Exhibit “B”** and incorporated herein by reference) and Landlord has delivered to Tenant possession of the Leased Premises ready for Tenant's occupancy, as described hereinafter; or (b) the date Tenant takes possession of all or any part of the Leased Premises (provided that Landlord shall continue to be obligated to provide Tenant with the affidavits required by Ohio Revised Code Section 4115.07, which affidavits shall be provided not later than 30 days after the Commencement Date). Not later than thirty (30) days after the Commencement Date, Landlord and Tenant shall enter into the Confirmation of Commencement Date which will confirm the Commencement Date of this Lease and which is attached hereto as **Exhibit “C”**. In the event the Commencement Date is not the first day of a calendar month, the Term shall be extended for the number of days left in that first month. For purposes of This Lease the term “**Lease year**” or “**lease year**” shall mean a

period of 12 consecutive full calendar months with the first such Lease year commencing on the Commencement Date (if the Commencement Date is on the first day of a calendar month and if not on the first day of the next succeeding calendar month) and continuing for the next full 12 calendar month period.

- (b) Renewal Terms. Landlord hereby grants Tenant two (2) consecutive options (each an “**Option**” and collectively the “**Options**”) to extend the Term of this Lease for a period of five (5) years per Option (such periods may collectively be referred to as “**Renewal Terms**” and individually referred to as a “**Renewal Term**”), provided that at the time Tenant exercises any Option and at the time of commencement of any Renewal Term, Tenant shall not be in default under any of the terms or conditions of this Lease beyond any applicable notice and cure periods.. Each Renewal Term shall be under the same terms and conditions as are contained in This Lease, except for Base Rent which shall be negotiated by the Parties prior to the beginning of each Renewal Term pursuant to the process set forth in Exhibit “E” attached hereto and made a part hereof by reference. Tenant shall exercise an Option by delivering written notice to Landlord at least one (1) year prior to the then applicable Termination Date of the Initial Lease Term or first Option term, as the case may be. The Options for the Renewal Terms, if exercised, shall apply to the entire Premises, it being acknowledged and agreed that Tenant may not exercise any Option for less than the entire Leased Premises unless otherwise agreed upon by both parties in writing. If Tenant exercises an Option, then as used throughout this Lease, the word “**Term**” (or words of similar import) shall include the period for the Renewal Term or Renewal Terms associated with the Option or Options exercised.

§3. ANNUAL BASE RENT

- (a) Annual Base Rent. Upon the Commencement Date and continuing throughout the first Lease Year of the Initial Term, Tenant shall pay to Landlord annual base rent (the “**Base Rent**”), based upon the total rentable square footage of the Leased Premises, in the amount of \$14.00 per rentable square foot, subject, however, to adjustment pursuant to §1(a) above. Base Rent shall be adjusted for the second Lease Year of the Initial Term pursuant to the process set forth in Exhibit “E”, but it shall not exceed \$16.00 a square foot. For the remainder of the Initial Term, Base Rent shall automatically increase by 2% from the previous Lease Year of the Initial Term. Any change in Base Rent due to the recalculation of the Leased Premises pursuant to §1(a) above, or as may be adjusted pursuant to the process set forth in Exhibit “E”, shall be reflected in an amendment to this Lease promptly upon such adjustment.

All payments of annual Base Rent due under this Lease shall be due and payable in advance on or before the Commencement Date for the first month during the Initial Term, and on or before the first day of each calendar month during balance of Term of this Lease, without demand, set-off, or deduction whatsoever, in the equal monthly installments set forth in.

- (b) In the event the Commencement Date occurs on a date other than the first of a month, the Base Rent for such partial month shall be prorated on a per diem basis. All payments of Base Rent due under this Lease shall be paid to Landlord at the address set forth in §32 below, or at such other address or place as Landlord may designate by providing written notice to Tenant from time to time.

§4. OPERATING COSTS; ADDITIONAL RENT

(A) Additional Rent. In addition to the annual Base Rent, during the Term and in the manner provided for in §5, Tenant shall pay to Landlord as additional rent (“**Additional Rent**”) Tenant’s Proportionate Share (as hereinafter defined) of the following (collectively, the “**Operating Costs**”) relating to the Leased Premises all of which shall be determined on an accrual basis:

- (i) Tax Costs. All real property taxes and assessments relating to the Leased Premises applicable to the Term, or any taxes which may be levied upon or assessed in lieu thereof, or any license fee, commercial activity tax, improvement bond or assessment or other similar charge or assessment, or any charge relating to obtaining or maintaining any real property tax incentives that may benefit the Center Land (hereinafter, all of the foregoing shall be referred to as “**Taxes and Assessments**”), but excluding any penalties or interest payable by reason of failure of Landlord to pay such Taxes and Assessments, unless such failure results from Tenant’s failure to timely pay Additional Rent to Landlord, federal or state net income, franchise, inheritance, gift or estate taxes of Landlord. Notwithstanding the foregoing, it is the Parties intention that the Leased Premises shall be exempt from real property taxation. However, in the event all or part of the Leased Premises is or becomes subject to real property taxes, the provisions of §4(A)(i) shall apply;
- (ii) Insurance Costs. Reasonable premiums (for purposes of this provision, “reasonable premiums” shall not exceed premiums procured by owners of Comparable Buildings who do not self-insure) for all insurance required to be maintained by Landlord hereunder and relating to the Leased Premises including without limitation, all-risk/hazard insurance, flood insurance, and fire and extended coverage insurance, and commercial general liability insurance, including umbrella coverage in amounts and with insurance companies acceptable to Landlord and all deductible amounts paid by Landlord relating to any claims made by Landlord under any form of insurance to be maintained hereunder (“**Insurance Costs**”); except for a deductible for damage to the Leased Premises in a situation wherein Landlord elects to terminate This Lease per §14 (c);

(iii) Common Area Maintenance Costs. Annual operation and maintenance costs of the Center and Center Land ("**Common Area Maintenance Costs**") all of which shall be determined in accordance with generally accepted accounting principles consistently applied and which are typical and customary for Comparable Buildings (as hereinafter defined). Common Area Maintenance Costs are all expenditures made by Landlord to operate and maintain the Premises, which may include utilities consumed or used in connection with the Leased Premises not otherwise billed directly to Tenant (electric, gas, water, and sewer), repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, and walkways), landscaping and lawn maintenance, janitorial and similar services, painting, pest control, sign installation and maintenance, repair, elevator maintenance and repair, and any and all other costs associated with the maintenance of the Center or Center Land, and cost of all personnel or contractors employed to implement such services. Notwithstanding the foregoing, prior to passing through any Operating Cost for any item enumerated under §4 (A)(iii), Landlord shall first attempt to pursue recovery under any warranty that may be in effect to the extent applicable;

(B) Exclusions from Operating Costs. For purposes of further clarifying the foregoing, "Operating Costs" shall not include any of the following:

(i) depreciation;

(ii) costs for which the Landlord is reimbursed by Tenant or occupant of the Center or by insurance by its carrier, except that any insurance deductible may be properly included as a recoverable Operating Cost, or Tenant's carrier or by anyone else, and electric power costs for which Tenant directly contracts with the local public service company;

(iii) overhead and profit increment paid to the Landlord for services in the Leased Premises to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(iv) costs of repairs or replacements necessitated by the negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;

(v) costs incurred by Landlord that are reimbursed by third parties;

- (vi) costs incurred by Landlord for any capital repair or replacement (under generally accepted accounting principles) of any structural component of the Center;
- (vii) the costs of any interest or penalties for late payment of taxes, insurance, equipment leases or any other expense by Landlord;
- (viii) principal and interest payments on mortgages, deeds of trust or other financing related to the Center and/or the Center Land;
- (ix) costs of repairs or replacements made by Tenant pursuant to Section 12(b) below;
- (x) if Tenant elects to provide its own janitorial services to its Leased Premises, the costs of such services; and
- (xi) any operating cost incurred by Landlord with respect to other premises in the Center occupied or occupiable by Landlord or other tenant of the Center

(C) Tax Exemption. Notwithstanding § 4(a), above, Landlord agrees, to apply for real property tax exemption and/or remission for the Real Property, based on the ownership and the nature of the proposed use. It is anticipated that the Center Land and Center may be exempt from real estate tax. In the event a real estate property tax exemption and/or remission is obtained, (A) Landlord shall pay over to Tenant any Taxes and Assessments remitted by the taxing authority, if any, as a result of such exemption/remission within 30 days or as soon as practicable after Landlord has received the same from the taxing authorities, and (B) Landlord shall not file any application for tax increment financing for the Center Land or Center.

(D) Definitions. As used in this Lease, “**Proportionate Share**” shall mean a percentage factor, determined by dividing the rentable square footage contained in the Leased Premises by the square footage contained in the Center, or 23.81%, subject, however, to adjustment pursuant to §1(a) above. For purposes of This Lease, Annual Base Rent and Additional Rent shall be referred to collectively hereinafter as “**Rent**”. “**Comparable Buildings**” shall mean buildings whose primary function is to provide health related services (i) located in the immediate Hilliard, Ohio metropolitan area, (ii) of comparable age, quality, locations and amenities to the Center, and (iii) unless otherwise agreed to by Tenant, not owned by Landlord or any entity of Landlord which controls, is controlled by the Landlord. Any change in Tenant’s Proportionate Share due to the recalculation of the Leased Premises pursuant to §1(a) above, shall be reflected in an amendment to this Lease promptly upon such adjustment.

§5. OPERATING COSTS BUDGET

Additional Rent shall be paid by Tenant to Landlord in accordance with this section. For the first Lease Year of the initial Term, Tenant’s annual Proportionate Share of Operating

Costs is fixed at Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), to be paid in equal monthly installments of Twenty Thousand Eight Hundred Thirty Three and 00/100 Dollars (\$20,833.00) in advance on or before the first day of each calendar month during the first Lease Year of the Term at the time and in the manner of payment for the annual Base Rent described above. If the Commencement Date is other than the first (1st) day of a calendar month, then annual Operating Costs shall be prorated by multiplying one-twelfth (1/12) of the annual Operating Costs by the number of full or partial months between the Commencement Date and the expiration of the 1st Lease Year. of this Lease For each Lease Year thereafter, Landlord shall deliver to Tenant not later than the first day of each such Lease year, or as soon thereafter as is reasonably practical, an estimate of Tenant's Proportionate Share of the total projected Operating Costs for the Center and Center Land for that Leaser year. Tenant shall pay in advance on or before the first day of each calendar month during the Term at the time and in the manner of payment for the Annual Base Rent described above, its Proportionate Share of such projected Operating Costs, as estimated by Landlord, in equal monthly installments. Landlord and Tenant intend to estimate the total amount of projected Operating Costs for each year and then to reconcile such estimated/projected Operating Costs in the following year based on actual Operating Costs for such year paid by Landlord.

Within 90 days following the end of each Lease year during the Initial Term, Landlord shall furnish Tenant with a statement showing (a) the actual Operating Costs incurred by Landlord and (b) the amount of the projected Operating Costs paid by Tenant ("**Reconciliation Notice**"). Tenant may, upon reasonable notice to Landlord and during normal business hours, review the books and records of Landlord for the purpose of reviewing such Operating Costs.

If the Reconciliation Notice reflects that Tenant's Proportionate Share of such actual costs exceeds the amount paid by Tenant for Additional Rent pursuant to this section (the "**Deficiency**"), Tenant shall pay to Landlord the Deficiency within 30 days after the Reconciliation Notice from Landlord to Tenant detailing an accounting of the Deficiency and requesting payment of the Deficiency. If the Reconciliation Notice reflects that the amounts actually paid by Tenant for Additional Rent exceeds Tenant's Proportionate Share of such actual Operating Costs incurred by Landlord for that year which relate to the Leased Premises (the "**Excess**"), Landlord shall pay to Tenant the Excess within 30 days after the date of the Reconciliation Notice has been provided to Tenant. In no event shall either Party be required to pay any interest on any over-payment or under-payment made under this section. Landlord's and Tenant's obligations under this section shall survive the expiration or termination of this Lease.

Tenant shall have the right to audit Landlord's books and records relating to Landlord's calculation of such Operating Costs for the prior year for a period of 90 days following Landlord's determination of the Operating Costs for such year, as well as Landlord's estimate of Operating Costs.

§6. SECURITY DEPOSIT

[Intentionally Blank]

§7. INSURANCE

(a) Landlord Requirements. At all times during the Term, Landlord shall, at Landlord's sole cost and expense, maintain all of the following insurance coverages: (i) "Special Form" causes of loss building and personal property coverage insuring the full insurable replacement value of the Center, without limitation, the Tenant Improvements, Alterations and all other improvements to the Center Land, and all furnishings and equipment of Landlord located in the Center; (ii) commercial general liability insurance written on an occurrence basis (including bodily injury, broad form property damage and blanket contractual liability), insuring Landlord's liability for loss of or damage to, property and injury to or death of third parties with a combined single limit of not less than \$10,000,000 per occurrence; (iii) during the construction of the Tenant Improvements, builder's risk insurance; (iv) Workers' Compensation for Landlord's employees in form and amounts required by Ohio law; and (v) automobile liability insurance covering vehicles owned or hired by Landlord with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the annual aggregate.

(b) Tenant Requirements. At all times during the Term, Tenant shall maintain (i) insurance sufficient to cover Tenant's Property (as defined in §23) located in the Leased Premises and (ii) a policy of commercial general liability insurance and property insurance, maintain a self-retention fund or maintain a combination of the two insuring Tenant's liability for loss of or damage to, property and injury to or death of third parties with a combined single limit of not less than \$3,000,000 per occurrence. The Landlord may access evidence of such coverage procured by Tenant in compliance herewith by accessing the following URL Website: <https://pare.osu.edu/services/real-estate>.

Notwithstanding anything to the contrary herein, Tenant shall have the right to elect to self-insure for the amount of the deductibles for the insurance Tenant is required to carry hereunder and shall provide Landlord with reasonable assurances on an annual basis that it is maintaining such self-insurance. Tenant shall further, at its sole expense, procure and maintain Worker's Compensation Insurance for Tenant's employees which may be under a self-insured program.

(c) Insurance Criteria. Each Party required to procure and maintain an insurance policy hereunder shall: (i) be solely responsible for paying any deductible provided for in the policy, (ii) use commercially reasonable efforts to notify the other Party at least thirty (30) days prior to the effectiveness of the cancellation or material change in scope or coverage amount of a policy, (iii) for the policy required under subsection (b)(ii) above, name Landlord, and any property manager, mortgagee or ground lessor of Landlord as an additional insured, provided that Landlord provides notice to Tenant of any such property manager, mortgagee or ground lessor to be named as an additional insured and (iv) ensure that the policies:

- (A) are issued by insurance companies with general policyholder's ratings of at least A- and a financial rating of at least IX in the most current

Best's Insurance Reports available on the Commencement Date. If the Best's ratings are changed or discontinued, the parties will agree to an equivalent method of rating insurance companies;

- (B) when permitted by the insurer, provide that the insurance not be canceled or materially change in the scope or amount of coverage, unless thirty (30) days' advance notice is given to the non-procuring Party;
- (C) are maintained during the entire Term (including any extension terms); and
- (D) are issued by an insurance company licensed to sell such insurance in the State of Ohio.

(d) Waiver of Claims and Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant intend that their respective insurers be solely responsible for making them whole with regard to their respective real and personal property losses, if any. Accordingly, Landlord and Tenant waive and release all rights, claims, demands, and causes of action that either Party (an "**Injured Party**") may have against the other Party and/or the other Party's shareholders, trustees, partners, members, officers, directors and/or employees on account of any loss or damage to real or personal property suffered by the Injured Party, regardless of cause. Because Landlord and Tenant waive and release all rights, claims, demands, and causes of action that either Party may have against the other Party on account of any loss or damage to real or personal property, the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person) is precluded, and each Party therefore agrees to give its respective insurance company or companies written notice of the terms of such mutual waivers and to have their respective insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

§8. QUIET ENJOYMENT

Provided that Tenant observes and performs the covenants and agreements under This Lease, and subject to Landlord's right to utilize surrounding open space for public events and gatherings, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Leased Premises without encumbrance or hindrance from Landlord.

§9. USE OF LEASED PREMISES; COMPLIANCE WITH LAWS

Tenant shall have the right to use the Leased Premises for the operation of a health and wellness center and associated medical offices for the provision of preventative, diagnostic and rehabilitative care, which may include clinical and laboratory facilities which are used directly in support thereof, to members of the general public solely on an outpatient basis, all without discrimination by reason of race, creed, color or national origin

(collectively the “**Permitted Use**”). Tenant shall not permit the Leased Premises to be used for 24-hour emergency/urgent care facility, intensive care or surgical purposes, for the treatment of persons on an inpatient basis, or for any use other than the Permitted Use without the prior written consent of Landlord to that specific use. Tenant shall occupy and use the Leased Premises only in a careful, safe, and proper manner and shall not commit or permit any waste of or on the Leased Premises.

Tenant shall not use the Leased Premises in violation of any law, regulation, order, or requirement of the federal, state, or local governments, courts, or other lawful authorities having jurisdiction over the Leased Premises (collectively, the “**Laws**”), and which now or at any time hereafter may apply to or affect the Leased Premises or any business conducted by Tenant on the Leased Premises, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not presently contemplated by Landlord or Tenant. Tenant shall obtain, maintain, and comply with all permits, licenses, and other authorizations required for any use then being made of the Leased Premises by Tenant.

No abatement or interruption in Rent or other charges required to be paid by Tenant pursuant to This Lease shall be claimed by or allowed to Tenant for any inconvenience or interruption or loss of business caused directly or indirectly by any present or future laws, ordinances, regulations, requirements, or orders of any lawful authority whatsoever including laws of general application enacted following the Commencement Date, or by any other cause or causes except as may be expressly provided for herein; and no diminution in the amount of space used by Tenant caused by legally required changes in the Leased Premises shall entitle Tenant to any abatement or reduction in Rent or any other charges required to be paid by Tenant under This Lease.

§10. CONSTRUCTION OF THE CENTER AND TENANT IMPROVEMENTS

Prior to delivery of possession of the Leased Premises to Tenant, Landlord shall at its cost and expense, (a) construct and improve the Center in accordance with applicable zoning and building laws and base building plans approved by Landlord and Tenant, (b) complete all corridors, common areas, restrooms, and other interior common areas in the Center available for the use by Tenant and its invitees, and (c) subject to the terms set forth in the Work Letter attached hereto as **Exhibit “B”**, complete all improvements to the Leased Premises (the “**Tenant Improvements**”) as specifically described and depicted on the final plans approved by Landlord and Tenant as specifically referenced in the Work Letter.

§11. FORCE MAJEURE

In the event Landlord or Tenant shall be delayed or hindered or prevented in the performance of any obligations required under This Lease (other than the payment of Rent and other charges payable by Tenant under this Lease) by reason of strike, lockout, inability to procure labor or materials, failure of power, fire, or acts of God, epidemics or pandemics, including but not limited to any further conditions arising out of the Covid-19 pandemic,

quarantine, restrictive governmental laws or regulations, governmental preemption in connection with a national, state or local emergency, governmental or quasi-governmental order or any emergency order, civil disorder, , riots, insurrection, war or any other reason not within the reasonable control of Landlord or Tenant (each an event of “**Force Majeure**”), then the performance of such obligations shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay. Notwithstanding the foregoing, this section shall not be applicable with respect to the obligations imposed upon Tenant with regard to the payment of Rent and other changes to be paid by Tenant pursuant to This Lease.

§12. MAINTENANCE AND BUILDING STANDARDS

(a) Landlord Obligations. At all times during the Term, Landlord, or Landlord’s designee, shall at its cost:

- (i) keep, repair, replace and maintain the Center and the Center Land (including without limitation the Center’s roof, walls, foundation, floors, windows and/or window frames and structural members; the Common Areas; any mechanical and electrical equipment (except for HVAC units exclusively serving the Leased Premises); the Center’s exterior and architectural finish; and all other items except those specifically excepted elsewhere in this Lease) in good condition and repair, and shall inspect, service, repair, upgrade, operate, maintain, and conduct customary periodic and routine preventative maintenance of the Center in a manner that (A) is consistent with the practices of owners of Comparable Buildings; (B) ensures that the Center continues to remain in class “A” condition as defined by the trade organization known as the Building Owner’s and Manager’s Association (BOMA) (or its successor organization); (C) complies with all laws, regulation, order, or requirement of the federal, state, or local governments, courts, or other lawful authorities having jurisdiction over the Center Land Property or any portion thereof; and (D) complies with the terms and conditions set forth in this Lease;
- (ii) make all repairs and replacements that are or should be covered by Landlord’s insurance or the insurance required to be carried by Landlord by this Lease (whichever would provide more coverage and regardless of whether the amount of the repair is within the amount of the policy’s deductible) and/or which are needed because of Landlord’s misuse or primary negligence;
- (iii) make any repairs or restorations required of Landlord under §14 and/or §15 of this Lease.

(b) Tenant's Obligations. During the Term, Tenant shall keep, repair, replace and maintain the Leased Premises, including any HVAC units exclusively serving the Leased Premises, and all other items within the Leased Premises, except those specifically excepted elsewhere in this Lease, in good condition and repair, and shall use the Leased Premises with reasonable care and diligence so that the Leased Premises remains in good condition, ordinary wear and tear and damage by fire or other casualty excepted, pursuant to all requirements of This Lease and in a manner consistent with Comparable Buildings.

§13. ALTERATIONS

Excluding Landlord's initial construction of the Tenant Improvements, no alteration, addition, improvement, or other change in or to the Leased Premises (hereinafter an "**Alteration**") shall be made by Tenant except under the following circumstances: (a) no Alteration shall be made without the prior written consent of Landlord to the specific Alteration, except usual nonstructural interior remodeling of less than \$50,000 per occurrence which enhances the value of the Leased Premises; (b) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction; (c) any Alteration shall be made promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, regulations, and requirements of all governmental authorities; (d) the cost of any such Alteration shall be paid in cash or its equivalent, so that the Leased Premises shall at all times be free of liens and claims for work, labor, or materials supplied or claimed to have been supplied to the Leased Premises and, if Landlord at any time so requests, no Alteration shall commence or proceed unless Tenant gives evidence satisfactory to Landlord that such Alteration will be fully paid for upon completion; and (e) any Alteration shall immediately become and remain the property of Landlord, unless Landlord otherwise agrees, in writing, subject to the rights of Tenant under This Lease provided that upon termination of This Lease.

§14. DAMAGE OR DESTRUCTION TO LEASED PREMISES

(a) Repair of Damage to Leased Premises by Landlord. If the Center, which includes the Leased Premises, should be partially damaged or destroyed by fire or other casualty, then, subject to the terms of this section, Landlord shall promptly commence to rebuild or repair such damage or destruction within one hundred eighty (180) days after the date of such damage or destruction, or sooner if at all possible. Provided however, that Landlord's obligation to repair or rebuild the Leased Premises is contingent upon the Landlord receiving sufficient proceeds from its insurance carrier to commence and complete any such rebuilding and/or repair. Landlord shall act in good faith in diligently pursuing any such insurance claims. Following any such damage or destruction, Rent due from Tenant shall be abated during the period of the performance of any such repair or restoration in such proportion that the floor area of the Leased Premises of which Tenant is deprived as a result of such damage or destruction or the repair necessitated thereby bears to the total floor area of the Leased Premises. Notwithstanding anything in this section to the contrary, in the event the Leased Premises are damaged to an immaterial degree, as reasonably agreed to by Landlord and Tenant, and the

balance of the Center has not been materially damaged, Landlord shall cause the Leased Premises to be repaired and restored as soon as reasonably possible after the date of such damage, provided that in such event, Rent shall not be reduced or abated, so long as Tenant can continue to use the Premises for its purposes

- (b) Tenant's Option to Terminate. In the event that the Leased Premises shall be totally damaged or destroyed so that Landlord will be unable to complete such repair or restoration within 180 days after the date of such damage or destruction, or if Landlord does not receive sufficient proceeds from its insurance carrier to complete any rebuilding and/or repair as set forth in §14(a) above, Tenant may, at its option, exercise within 60 days of the date of the occurrence of such damage or destruction, terminate this Lease upon delivery of notice to Landlord.
- (c) Landlord's Option to Terminate. Notwithstanding the terms of §14(a), if Landlord and Tenant agree that Landlord shall not be required to rebuild and/or restore the Leased Premises and/or the Center and Landlord may terminate This Lease by delivery of notice to Tenant in writing of such termination within 60 days after the date of damage, if and only if the Center shall be damaged or destroyed by fire or other casualty or cause, and one of the following conditions is present: (i) repairs cannot reasonably be completed within 360 days of the date of damage; or (ii) the damage occurs during the last 24 months of the Term. If Landlord elects to terminate This Lease as provided for therein, This Lease shall terminate effective as of the date of casualty. After receipt of notice from Landlord of its election to terminate as herein provided, Tenant shall vacate the Leased Premises as quickly as is reasonably possible, provided, however, that Tenant shall be entitled to occupy the Leased Premises or any part thereof without liability to Landlord for as long as is reasonably necessary to salvage or remove therefrom its personal property and equipment.

Unless This Lease is terminated by Landlord or Tenant as provided in this section, This Lease shall remain in full force and effect and Landlord shall proceed with due diligence to restore, repair, and replace the Leased Premises, including the Tenant Improvements, to substantially the same condition as they were in prior to such damage or destruction. Landlord shall be under no duty to restore any alterations, improvements or additions made by Tenant or by Landlord at Tenant's request after the Commencement Date, unless covered by proceeds of insurance designated for such alterations, improvements, or additions and available to Landlord. In all cases, allowances for the completion of the repairs shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties, inability to obtain supplies or materials or any cause beyond Landlord's control.

§15. CONDEMNATION

If all or a material part of the Leased Premises are taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof, This Lease shall terminate as of the date possession is required by the condemning

authority. In addition, if any portion of the Center (other than the Leased Premises) is so taken, Landlord shall have the right at its option to terminate This Lease at any time prior to or within 30 days after the date possession is required by the condemning authority. In the event of any such termination, the Rent payable by Tenant shall be apportioned as of the termination date. In any event, Landlord shall be entitled to receive the entire appropriation award or consideration paid by the condemning authority, other than any part of such award or consideration which relates to Tenant's occupancy of the Leased Premises.

For purposes of this section, any negotiated sale to a public or quasi-public authority under the threat of condemnation shall be deemed to constitute a taking by such public or quasi-public authority under the power of eminent domain.

§16. SERVICES AND PROPERTY MANAGEMENT

- (a) Landlord's Services and Property Management. During the Term and provided that Tenant is not in default under any of the covenants or provisions of This Lease, Landlord shall provide the following services (all of which shall be included in the calculation of Operating Costs) as directed by Tenant except as otherwise provided:
- (i) at no cost to the Tenant, non-exclusive and/or readily accessible parking in the parking lot on the Center Land Property with an anticipated number of parking spaces approximating 125 spaces as generally depicted on Exhibit "D".
 - (ii) Subject to curtailment as required by law, air conditioning and heat in season at such temperatures and in such amounts as are deemed by Landlord to be standard for similar medical office buildings in the immediate Hilliard, Ohio metropolitan area, during normal Center hours (as defined below) exclusive of typical holidays;
 - (iii) electric service to the breaker box(es) for lighting, office equipment, and medical equipment sufficient for Tenant's current anticipated use of the Leased Premises, all of which shall be separately metered and paid for by Tenant;
 - (iv) water for drinking, lavatory, and restroom purposes;
 - (v) lighting, public restroom supplies, and janitorial services to the Common Areas. Tenant shall be responsible at its sole cost and expense for all janitorial services for the Leased Premises, including medical waste disposal;
 - (vi) all lawn and landscaping services;
 - (vii) All repairs and replacements, structural and otherwise,

necessary or desirable in order to keep in good order and repair the interior and exterior of Center, including without limitation, the structure, roof, exterior signage, mechanical and electrical equipment and architectural finish of the Center;

- (viii) sewage service;
 - (ix) garbage/trash disposal (removal from Common Areas and from Center dumpsters); and
 - (x) snow removal, which shall be performed as necessary, but which shall in all events occur when accumulated snow amounts reach an inch or more.
- (b) Property Management Company Removal. Initially the Landlord will select the property management company with the approval of the Tenant that will manage the Center. Thereafter, Tenant shall have the right to request removal of the property management company engaged by Landlord for the Center (the “**Company**”) under the following circumstances:
- (i) Tenant’s Objection. If Tenant in good faith, reasonably believes that the Company is not managing the Center in a manner which is consistent with the requirements of This Lease and the standards of property management for Comparable Buildings, then Tenant may deliver written notice (an “**Objection Notice**”) to Landlord (a) setting forth Tenant’s objections to the Company’s performance (with sufficient detail and supporting documentation for Landlord to adequately evaluate the Company’s performance) and (b) demanding that the objectionable items or issues be remedied promptly or that the Company be terminated.
 - (ii) Landlord’s Response. Upon receipt of Tenant’s Objection Notice, Landlord shall have 30 days to (a) review such notice and determine if the Company is managing the Center in a manner which is consistent with the requirements of This Lease and the standards of property management for Comparable Buildings, and (b) deliver written notice to Tenant (a “**Response Notice**”) setting forth Landlord’s response, in reasonable detail, including (1) whether Landlord accepts or rejects Tenant’s Objection Notice and, if Landlord rejects Tenant’s Objection Notice, the reasons therefore, and (2) if Landlord accepts Tenant’s Objection Notice, the actions Landlord has taken or will take to respond to Tenant’s objections, including whether Landlord will terminate the Company’s engagement as the property manager.
 - (iii) Mediation. If the parties do not agree on whether the Landlord has responded to Tenant’s Objection Notice in a commercially reasonable

manner and if their disagreement is not resolved on or before the date (the “**Resolution Date**”) which is 10 days after either Party makes a written demand upon the other Party for a resolution of the dispute under this section, then either Party may give the other Party notice of its election to mediate and, in such event, Landlord and Tenant shall agree to the selection of a mediator to help them resolve the dispute. Failing an agreement between the parties as to the mediator, the mediator will be appointed by the American Arbitration Association upon the request of either Landlord or Tenant. The mediator appointed shall have background in commercial real estate development and office leasing and may be rejected by Landlord or Tenant only for bias. The mediator shall have 60 days from the time of his or her appointment to meet with the parties and help them resolve the dispute, unless Landlord and Tenant mutually consent to an extension of the deadline. The costs of the mediation, including fees and expenses, shall be borne equally by Landlord and Tenant.

Notwithstanding anything set forth in this section §16, any property manager engaged by Landlord shall not be considered unless that property manager has experience in managing health care facilities and is competent to perform the obligations of Landlord under this section of the Lease and Landlord and Tenant agree that the scope of such manager services to be performed by any such property manager may be bifurcated between the interior and exterior of the Center with two separate property management companies engaged at the same time to perform that work.

§17. SUBORDINATION OF LEASE

This Lease and Tenant’s rights under This Lease are and shall at that time be subject and subordinate to all mortgages now encumbering or that may hereafter encumber the Center and/or the Center Land and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof to the full extent of all sums secured thereby. This provision shall be automatic and self-operative and no further instrument of subordination shall be necessary to effectuate such subordination and the recording of any such mortgage shall have preference and precedence and be superior and prior to this Lease, irrespective of the date of recording. However, Tenant shall upon request of Landlord, or the holder of any such mortgage, execute and deliver to Landlord within 10 days after Landlord’s request any reasonable instrument that would effect such a subordination and that may contain such other requirements reasonably required by Landlord or such holder; provided that (i) such holder agrees that so long as Tenant complies with all of its obligations under this Lease the rights of Tenant under the lease shall remain in full force and effect and Tenant’s possession of the Leased Premises thereunder shall remain undisturbed during the Term; and (ii) no such instrument shall adversely affect Tenant’s rights or increase Tenant’s obligations under this Lease or under such instrument.

§18. PROPERTY ENCUMBRANCE PROHIBITED

The Tenant shall not mortgage, pledge, or encumber the Center, which includes the Leased Premises or any interest therein, without the prior written approval of the Landlord.

§19. ESTOPPEL CERTIFICATES

Landlord and Tenant shall from time to time during the Term promptly following the request of the other, execute and deliver to the other a statement certifying, if so, that This Lease is in full force and effect, the date through which Base Rent, Additional Rent, and other charges under This Lease have been paid, and any other factual matter reasonably requested by the other.

§20. RESPONSIBILITY

- (a) Tenant's Responsibility. Subject to the state debt and appropriation provisions of the Ohio Constitution, Article II, §22, Article VIII §§ 1-4, Ohio Revised Code Chapter 2743, §126.07, §131.33 and §3345.40, Tenant shall be responsible for all losses, costs, damages, expenses, claims, injuries, liabilities and judgments arising from or in connection with: (i) Tenant's use of, occupancy of, or activities in or about the Leased Premises during the Term; (ii) any breach or default by Tenant of its obligations under This Lease; (iii) any negligent act of Tenant, its contractors, employees and agents while working within the scope of their employment or agency, except to the extent that any of the foregoing are caused by Landlord's negligence or willful misconduct.
- (b) Landlord's Responsibility. Landlord, subject to any and all applicable portions of Chapter 2744 of the Ohio Revised Code, shall be responsible to Tenant for all losses, costs, damages, expenses, claims, injuries, liabilities and judgments arising from or in connection with (i) Landlord's use of the Center during the Term; (ii) any negligent act of Landlord, its contractors, employees, and agents while working within the scope of their employment or agency, and (iii) any breach or default by Landlord of its obligations under This Lease, except to the extent that any of the foregoing are caused by Tenant's negligence or willful misconduct.

§21. LIMITATION OF LIABILITY

Notwithstanding any provision in This Lease to the contrary or any general rule of law, in no event whatsoever shall Landlord or Tenant or any elected or appointed official, the administration, employee, agent, assigns or other principal have any personal liability whatsoever with respect to This Lease.

§22. MUTUAL WAIVER OF SUBROGATION

All waivers of any claims and/or releases described within This Lease shall not be limited to the liability of Landlord and Tenant to each other; rather, such waivers shall also

apply to the liability of any person claiming by, through, or under either Landlord or Tenant pursuant to a right of subrogation.

§23. PERSONAL PROPERTY

All goods, effects, medical equipment, personal property, business and trade fixtures owned by Tenant or installed by or on Tenant's behalf in the Leased Premises (collectively sometimes herein, "**Tenant's Property**") shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Term of This Lease provided Tenant shall, in removing any of Tenant's Property, repair all damage to the Leased Premises caused by such removal and to fully restore the Leased Premises to the condition that existed prior to the installation of such Tenant's Property, ordinary wear and tear and damage by fire and other casualty excepted

The Tenant Improvements and all alterations, additions, substitutions, fixtures and improvements made and installed in the Leased Premises, shall be and remain Landlord's property, and Tenant shall not remove such without the written consent of Landlord.

§24. LIABILITY RELATING TO TENANT'S OPERATIONS

Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Leased Premises. Landlord shall not be liable for any accident or injury to any person(s) or property in or about the Leased Premises which are caused by the conduct and operation of that business or by virtue of equipment or property of Tenant in the Leased Premises. The foregoing does not exculpate Landlord from its negligence or willful misconduct.

§25. EVENTS OF DEFAULT/REMEDIES UPON DEFAULT

- (a) Tenant Default. Each of the following shall be deemed an event of default by Tenant under This Lease ("**Event of Tenant Default**"):
- (i) failure by Tenant to make any payment of Rent to Landlord on or before the date it is due within fifteen (15) days after the same becomes due and payable and failure by Tenant to correct such default within 30 days after Landlord gives Tenant notice to do so or;
 - (ii) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under This Lease and failure by Tenant to correct such default within 30 days after Landlord gives Tenant notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion;

- (iii) assignment or sublease of any interest or rights of Tenant under This Lease, except as permitted under §30; or
- (iv) the filing or execution or occurrence of any one or more of the following:
 - (1) petition in bankruptcy by or against Tenant;
 - (2) petition or answer against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or relief relating thereto, under any provision of the Bankruptcy Act or any statute of like tenor or effect;
 - (3) adjudication of Tenant as a bankrupt or insolvent;
 - (4) assignment for benefit of creditors of Tenant, whether by trust, mortgage, or otherwise, or the execution of a composition agreement with Tenant's creditors;
 - (5) petition or other proceeding by or against Tenant for the appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant, with respect to all or substantially all of Tenant's property;
 - (6) petition or other proceeding by or against Tenant resulting in the dissolution or termination of existence of Tenant; or
 - (7) the creation of a lien upon Tenant's leasehold interest under This Lease, or any part thereof or any property of Tenant materially affecting or used in connection with Tenant's business located therein upon execution, attachment, or other process of law or equity.

Upon the occurrence of any Event of Tenant Default, or at any time thereafter, unless that Event of Tenant Default has been cured with the written consent of Landlord or expressly waived by Landlord in writing, Landlord may at its option elect either to: (a) terminate this Lease; or (b) ;continue this Lease and immediately re-enter and repossess the Leased Premises and sue to recover from Tenant an amount equal to: (i) all unpaid Rent accruing hereunder prior to Landlord's actual recovery of possession of the Leased Premises, (ii) (iv) Landlord's direct damages for Tenant's breach of This Lease, but limited to the extent permitted by Ohio law, including without limitation, the provisions of Ohio Revised Code Section 3345.40, and (v) late charges, if any, due from Tenant under the provisions of this Lease and unpaid. In connection with (iv), above, Landlord shall use reasonable efforts to mitigate its damages. Until such time as Landlord expressly elects to terminate This Lease as permitted under this section, This Lease shall continue in full force and effect notwithstanding the occurrence of such Event of Default.

If Tenant fails to pay any Rent on or before the 15th day after any such payment becomes due and payable, Landlord shall provide written notice to Tenant of such failure. If Tenant fails to pay such overdue Rent within 15 days after such written notice from Landlord, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such overdue payment for the purpose of defraying Landlord's administrative expenses relating to handling such overdue payment. Acceptance of the foregoing sums shall not constitute a waiver of any Event of Tenant Default. Upon Landlord's receipt of any check from Tenant which is dishonored for payment, Landlord shall have the right to require Tenant to make all future payments due to Landlord hereunder by cash, certified or cashier's check or such other method as may be approved in writing by the Landlord.

- (b) Landlord's Default. In the event of a default by Landlord in the prompt and full performance of any provision of This Lease, and failure by Landlord to cure such default within 30 days after written demand by Tenant that the default be cured (unless Landlord commences to cure such default within 30 days and pursues such curing activities diligently to completion for defaults which cannot be cured within 30 days), in addition to the other rights which Tenant may have for money damages against Landlord, at Tenant's option, Tenant may:
- (i) pay any sum necessary to perform any obligation of Landlord hereunder and deduct the cost thereof from the Rent thereafter to become due; and/or,
 - (ii) sue for injunctive relief, specific performance of This Lease, and/or damages, as the case may be.

The provisions of this section shall be cumulative in nature and nothing contained in this section shall in any manner impair or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord or Tenant at law or in equity.

- (c) Patient Records. If Tenant vacates the Premises (either involuntarily, i.e., through an event of default, or through a voluntary move-out) without taking its patient records (the "**Patient Records**") and Landlord subsequently restricts access to the Premises pursuant to its rights under this Lease and/or by law, then: (i) Landlord agrees to permit Tenant limited access to the Premises to retrieve the Patient Records; (ii) Landlord assumes no responsibility for maintaining, securing, or allowing access to the Patient Records other than as required by law; (iii) Landlord shall not be the custodian of the Patient Records; and (iv) Landlord may demand removal of such files within five (5) days of notifying Tenant in writing, after which period Landlord may either (A) remove and store the Patient Records at Tenant's expense, or (B) deliver the Patient Records to the best-known location of Tenant. Landlord shall keep any information in the Patient Records confidential as required by any applicable Law.

§26. RIGHT TO CURE DEFAULTS

If Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under This Lease, then Landlord may, but shall not be obligated to,

cause the performance and observance of such obligations or conditions, and provided that Landlord shall have given Tenant written notice at least ten (10) days prior to Landlord's commencing the performance of such obligations and/or conditions, all direct costs and expenses incurred by Landlord in connection therewith, shall thereupon be due and payable immediately from Tenant to Landlord, unless Tenant shall have performed the same within the ten (10) day period.

§27. CUMULATIVE RIGHTS AND REMEDIES

Each right or remedy of Landlord and Tenant under This Lease or now or hereafter available to Landlord and Tenant by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord or Tenant of any or all such other rights or remedies.

§28. HOLDING OVER

If Tenant retains possession of the Leased Premises or any part thereof after the expiration of the term of This Lease, then such tenancy shall be on the same terms, covenants and conditions of this Lease, except that Tenant shall pay to Landlord Base Rent in an amount equal to 125% of the monthly rate in effect immediately prior to the termination of the Term for the time Tenant remains in possession. The provisions of this section do not exclude Landlord's rights of re-entry or any other right provided under this Lease or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof; however, all other provisions of This Lease, including the payment of Additional Rent, shall remain in full force and effect.

§29. ASSIGNMENT AND SUBLETTING

Except as to an affiliate or subsidiary of Tenant, or as to an entity owned by Tenant (in each case a "**Permitted Transferee**"), Tenant shall not sublet the Leased Premises or any part thereof or transfer possession or occupancy thereof to any person, firm or entity or transfer or assign all or any part of this Lease, nor shall any assignment or subletting hereof be affected by operation of law or otherwise without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. It shall not be unreasonable for Landlord to withhold or condition its consent if: (a) Tenant is then in material default under any of the terms and conditions of this Lease beyond all applicable notice and cure periods; or (b) the Leased Premises would not be used by such assignee or sublessee for the purposes permitted hereunder.

§30. ACCESS AND OTHER RIGHTS OF LANDLORD

Upon reasonable advance notice to Tenant by Landlord, Tenant shall permit Landlord, its agents or employees, or any mortgagee of Landlord, to enter the Leased Premises at all reasonable times to examine, inspect or protect the Leased Premises; to make such alterations and repairs to the Leased Premises as Landlord deems necessary;

to exhibit the Leased Premises to prospective tenants during the last six months of the Term or following the commencement of any action to evict Tenant; and to exhibit the Leased Premises to prospective tenants and brokers, at any time after an action to evict Tenant has commenced.

In addition to the foregoing, Tenant acknowledges that Landlord shall have the right at any time in the event of an emergency to make all inspections, repairs, alterations, additions, and improvements to the Center, including without limitation the Leased Premises, as may be necessary or desirable for the safety, protection, or preservation of the Leased Premises or the Center or Landlord's interest therein or as may be necessary or desirable for the operation or improvement of the Center. Notwithstanding the foregoing, Landlord acknowledges that Tenant is subject to the provisions of HIPAA, and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Leased Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this §30, or any other provision of this Lease, except for an emergency entry into the Leased Premises (where no representative accompaniment is required) or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, mortgagees, brokers, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored

§31. HAZARDOUS MATERIALS

- (a) For purposes of This Lease: (i) "**CERCLA**" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (ii) "**Hazardous Material**" or "**Hazardous Materials**" means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum related product), flammable explosives, radioactive materials, any substance defined or designated as a "hazardous substance," under Sections 101(14) and 102 of CERCLA or any other materials defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree or any type of medical or health care related waste or material or any toxic, bio-medical or bio-hazardous or infectious waste ("**Medical Wastes**"); (iii) "**Release**" shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and (iv) "**Environmental Law**" or "**Environmental Laws**" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect and as amended from time to time, including without limitation, the following (amended or replaced from time to time) and all regulations promulgated thereunder or in connection therewith; CERCLA; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); The Clean Air Act ("CAA");

The Clean Water Act (“CWA”); The Toxic Substances Control Act (“TSCA”); The Solid Waste Disposal Act (“SWDA”), as amended by the Resource Conservation and Recovery Act (“RCRA”); and the Occupational Safety and Health Act of 1970 (“OSHA”).

- (b) Tenant hereby covenants and agrees that (i) neither it nor its agents, employees or contractors acting within the scope of their agency or employment will use, maintain, generate, store, treat or dispose of any Hazardous Materials or Medical Wastes in or on the Leased Premises in violation of applicable Environmental Laws. If at any time during the term of This Lease it is determined that there are any Hazardous Materials located in, on, under, around or above the Leased Premises which are introduced to the Leased Premises by Tenant or any of its agents or its employees which is required to be abated, removed or otherwise remediated in accordance with all applicable Environmental Laws, Tenant shall commence with diligence and within 30 days after receipt of notice of the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, at Tenant’s sole expense, to comply with all such Environmental Laws. Failure of Tenant to comply with all Environmental Laws shall constitute a default under This Lease.
- (c) Landlord represents that it will not use any Hazardous Materials in the construction of the Center or the Tenant Improvements that violate any applicable Environmental Laws. If, at any time after the date of this Lease, it is determined that there are any Hazardous Materials located on the Leased Premises, the Center or the Center Land which were not introduced to the Leased Premises as a result of or relating to Tenant’s business operations or by Tenant or any agent, invitee, employee or contractor of Tenant, and which are required to be abated, removed or otherwise remediated by Environmental Laws, Landlord shall commence with diligence within 30 days after receipt of notice of the presence of the Hazardous Materials requiring remediation and shall continue to diligently take all appropriate action, at Landlord’s sole expense, to comply with all such Environmental Requirements. Failure of Landlord to comply with all Environmental Requirements shall constitute a default under This Lease.

§32. SIGNAGE

Landlord shall, at its cost and expense, furnish Tenant with identification signage that has been approved by Tenant in writing as follows: (a) on a monument sign (top billing) on the Center Land at the entrance to the Center from Cosgray Road; (b) in the Common Area lobby of the Center; (c) directional signage at the entry to the first floor of the Center, directing invitees to the Premises, and (d) if approved by the City of Hilliard, building signage on the north face of Center. In order to obtain Tenant’s approval, Landlord will provide renderings to Tenant showing the location, size, colors, source of illumination, and other reasonably requested information for each sign to be installed on and/or at the Center by Landlord. The signage identified in clauses (a) through (c) of this §32 (collectively the “**Approved Signage**”) shall be installed on or before the Commencement Date of this Lease subject to the next sentence.

§33. NOTICES

All notices and other communications required or desired to be given to either Party under this Lease shall be in writing and shall be deemed given (a) when delivered personally, (b) when sent via email to that Party at the email address for that Party set forth below, (c) three days after having been mailed by certified mail (return receipt requested) to that Party at the address for that Party (or at such other address for such Party as shall have specified in a notice to the other Party), or (d) one day after having been delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that Party at the address for that Party. For the purposes of this Section the parties' addresses are as follows:

If to Tenant:

The Ohio State University
Planning, Architecture and Real Estate
1534 N. High Street
Columbus, Ohio 43201
Attn: Lease Administrator
Email: repm@osu.edu

If to Landlord:

The City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026
Attn: Michelle Crandall City Manager
Email: [mcrandall @hilliardohio.gov](mailto:mcrandall@hilliardohio.gov)

With a copy to:

Frost Brown Todd LLC
10 W. Broad Street, Suite 2300
Columbus, OH 43215
Attn: Philip K. Hartmann, Law Director for the City of Hilliard
Email: phartmann@fbtlaw.com

§34. SURVIVAL OF OBLIGATIONS

No termination of This Lease and no repossession of the Leased Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination or repossession.

§37. MEMORANDUM OF LEASE

Attachment: Exhibit A.Authorizing Lease with OSU (22-R-87 : Authorizing Lease with The Ohio State University)

This Lease shall not be recorded; however, at the request of either Landlord or Tenant, the other Party shall execute, acknowledge, and deliver a memorandum of This Lease for purposes of giving public notice of the rights and obligations of Landlord and Tenant under This Lease.

§38. NON-WAIVER

No failure by Landlord or Tenant to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall effect or constitute a waiver of Landlord's or Tenant's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

§39. NO THIRD PARTY BENEFIT

This Lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in This Lease, their respective successors and assigns, and nothing contained in This Lease shall be construed as creating any rights or benefits in or to any third party.

§40. SEVERABILITY

The intention of the Parties to This Lease is to comply fully with all laws governing leases, and This Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of This Lease, and holds that part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of This Lease, which shall remain in full force and effect.

§41. GOVERNING LAW; VENUE

This Lease has been negotiated and executed in the State of Ohio and relates to real property located in the State of Ohio.

All questions concerning the validity or intention of This Lease shall be resolved under the laws of the State of Ohio.

§42. EXHIBITS

All exhibits attached to This Lease are incorporated herein by reference.

§43. COMPLETE AGREEMENT

This Lease (with its exhibits, which are hereby incorporated herein by reference) contains the entire lease between the Parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter.

No changes, alterations, modifications, additions, or qualifications to This Lease shall be made or be binding unless made in writing and signed by each of the Parties.

§44. COUNTERPARTS

This Lease may be executed in several counterparts and each executed counterpart shall be considered an original of This Lease.

§45. TIME OF THE ESSENCE

The time for payment of Rent and all other amounts to be paid by Tenant under This Lease and for performance and observance of all other obligations and conditions to be performed or observed by Tenant under This Lease shall be of the essence of this agreement.

§46. CAPTIONS

The captions at the beginnings of the sections of This Lease are not part of the context of this Lease, but are merely labels to assist in locating those sections, and shall be ignored in construing This Lease.

§47. SUCCESSORS IN INTEREST

Except as otherwise provided in This Lease, all provisions of This Lease shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each Party to This Lease

§48. AUTHORITY

Tenant warrants that Tenant has fully approved and authorized the execution and delivery of This Lease by Tenant and its delivery to Landlord and that no further action is required by Tenant prior to entering into This Lease.

§49. PARKING

Landlord agrees to provide 125 non-exclusive parking spaces for Tenant as depicted in Exhibit F.

§50. COMMISSIONS

Each Party represents and warrants to the other that no brokerage commission is due to any agent relating to This Lease.

§51. MECHANIC'S LIENS

If, because of any act or omission of Tenant, any mechanic's lien or other lien is filed for record against Tenant's interest in the Leased Premises, then Tenant shall, at its

own expense, cause such lien to be discharged of record within thirty (30) days after the date of filing thereof or after the date such lien has become effective or perfected, either by paying the claim on which such lien is based, or posting an appropriate surety bond, or taking any other action which by law has the effect of discharging such lien of record. Landlord shall have the right, but not the obligation, after thirty (30) business days after written notice to Tenant to discharge any such lien by so paying any such claim or posting such bond; and if Landlord should do so, then Tenant shall pay to Landlord the amount of such claim or bond.

§52. TAXES

Landlord shall pay or cause to have paid, prior to the imposition of any penalties and/or interest, any and all Taxes and Assessments that accrue during the Term, or any taxes which may be levied upon or assessed in lieu thereof. Landlord shall be solely responsible for any penalty and interest due to late payment of Taxes and Assessments by Landlord.

§53. EXCLUSIVITY

Landlord agrees that Landlord will not lease to any party, or otherwise permit the use, occupancy or operation by any party in space in the Center, whose use would compete with Tenant's Permitted Use of the Leased Premises hereunder. Landlord further agrees that Landlord will not lease to any party, or otherwise permit the use, occupancy or operation by any party in any building or facility constructed on the Center Land, whose use would compete with Tenant's Permitted Use of the Leased Premises hereunder.

§54. PRECEDENCE.

In the event of a conflict between the terms of this Lease and the LOI, the terms of this Lease shall prevail.

{Remainder of the Page initially left Blank}

THE OHIO STATE UNIVERSITY,
an instrumentality of the State of Ohio

THE CITY OF HILLIARD, OHIO
an Ohio Municipal Corporation

By: _____
Michael Papadakis
Its: Senior Vice President and Chief
Financial Officer
Date: _____

By: _____
Its: _____
Date: _____

Approved as to Form

By _____
Philip K. Hartmann, City Law Director

STATE OF OHIO
FRANKLIN COUNTY

This document was acknowledged before me on _____, 2022, by Michael Papadakis, Senior Vice President and Chief Financial Officer of The Ohio State University, on behalf of Tenant.

Notary Public

STATE OF OHIO
FRANKLIN COUNTY

This document was acknowledged before me on _____, 2022, by Michelle Crandall, City Manager of the City of Hilliard an Ohio an Ohio Municipal Corporation, on behalf of the Landlord.

Notary Public

Attachment: Exhibit A. Authorizing Lease with OSU (22-R-87 : Authorizing Lease with The Ohio State University)

EXHIBIT A
Leased Premises

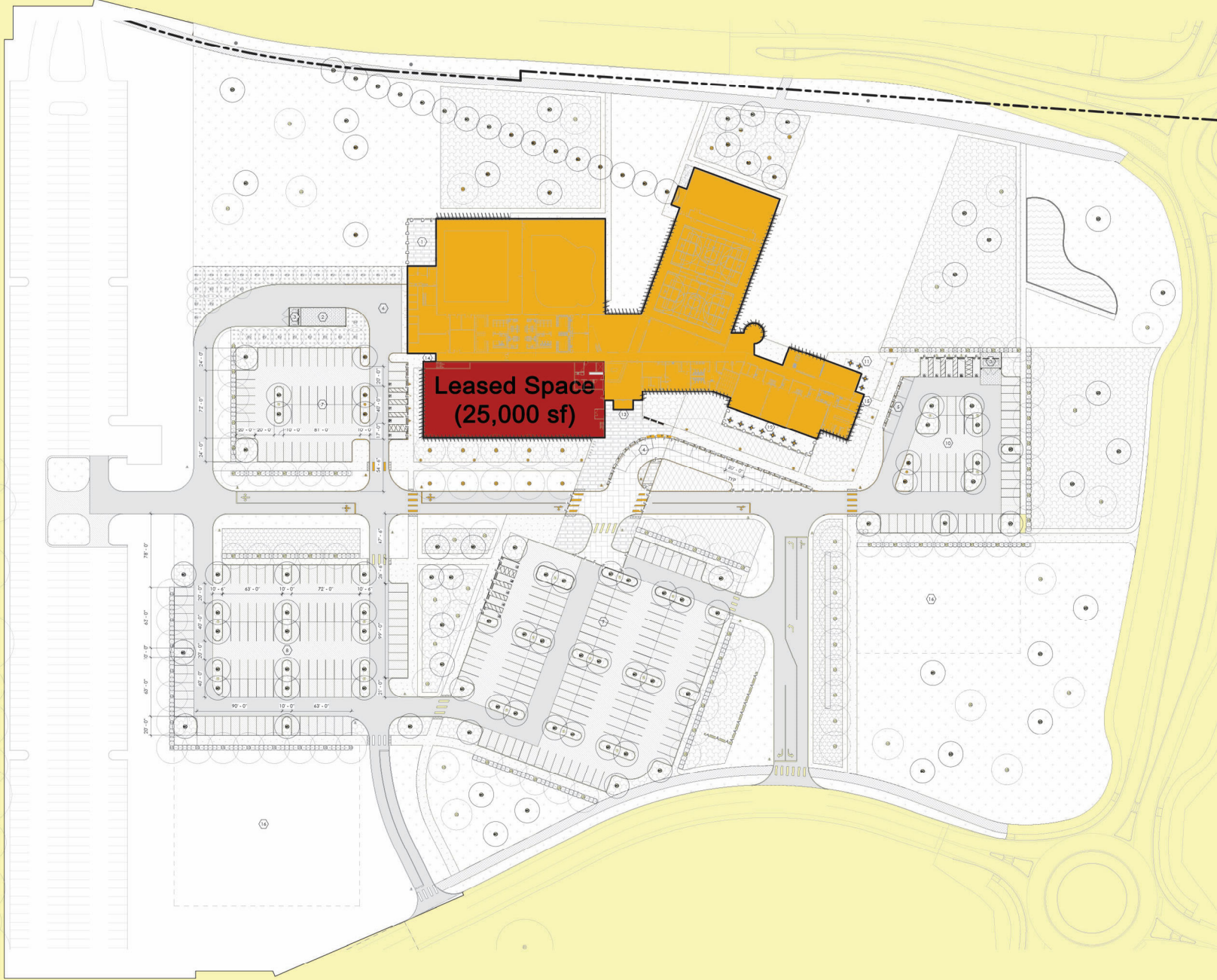
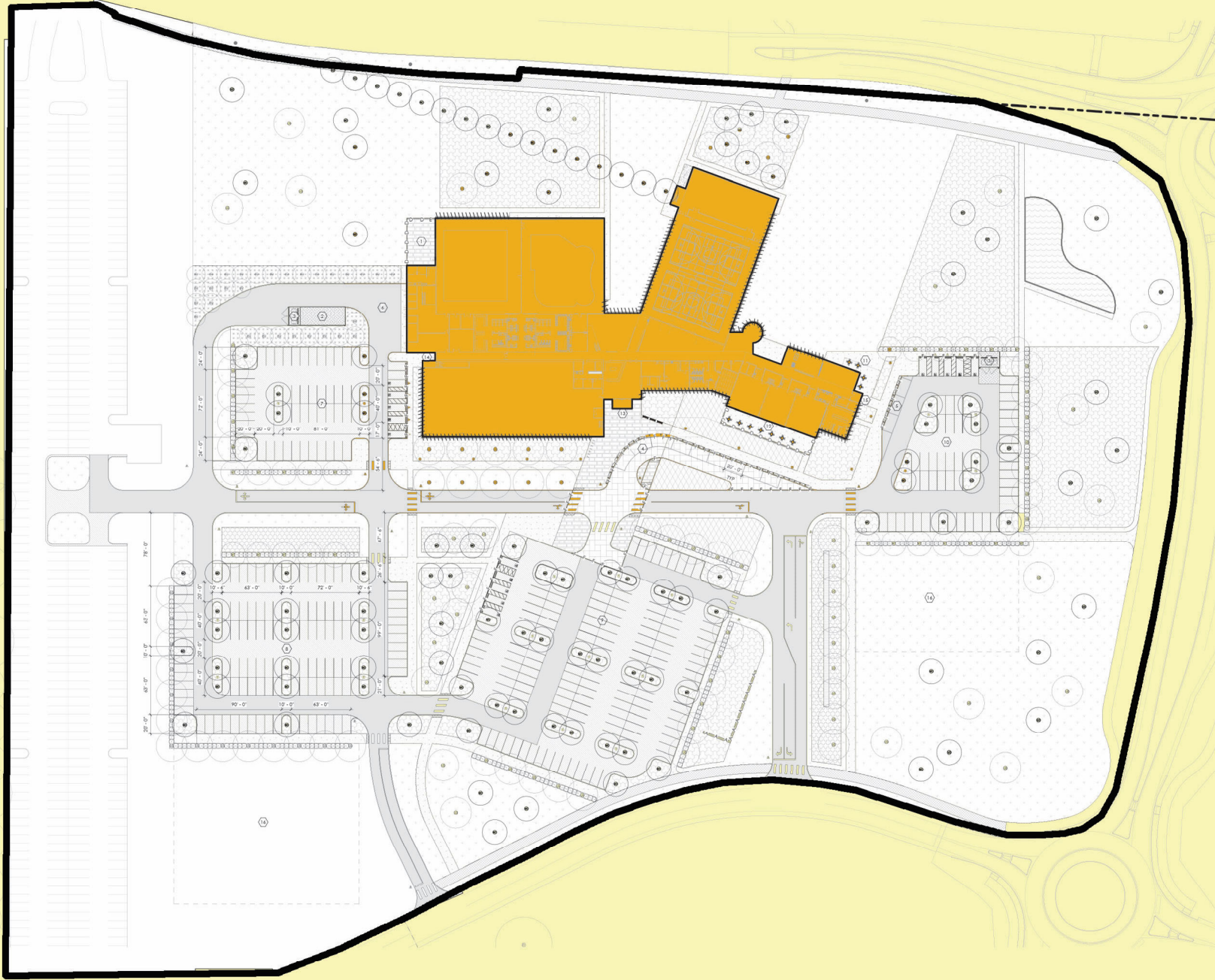


EXHIBIT A1
Center Land



Attachment: Exhibit A.A.Authorizing Lease with OSU (22-R-87) : Authorizing Lease with The Ohio State

EXHIBIT A2
Center

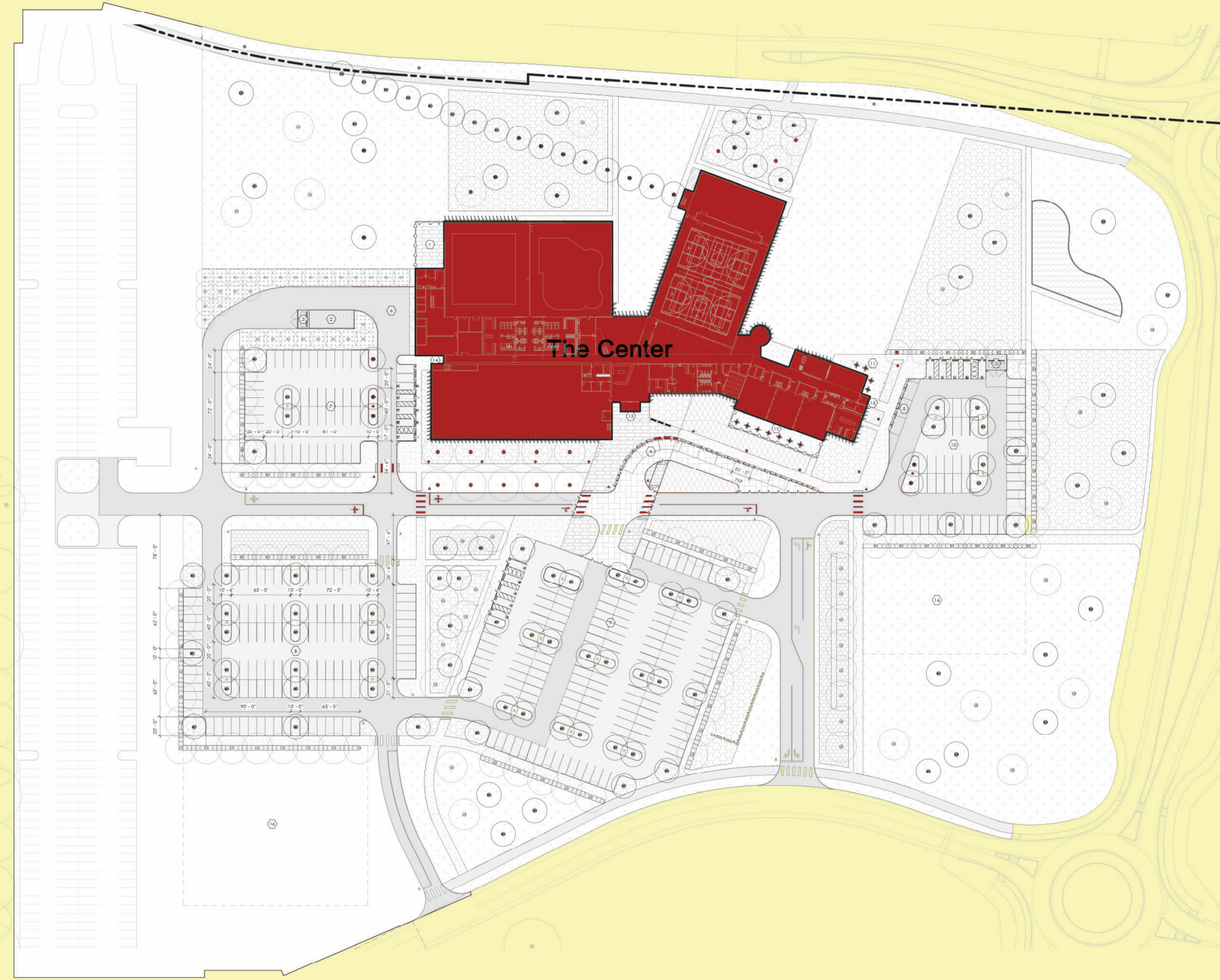


EXHIBIT B
WORK AGREEMENT

EXHIBIT "D"**LANDLORD'S WORK LETTER**

This Landlord's Work Letter ("**Work Letter**") is a part of that certain Lease (the "**Lease**") by and between, the **CITY OF HILLIARD**, an Ohio municipal corporation, as Landlord, and **THE OHIO STATE UNIVERSITY**, an instrumentality of the State of Ohio, and an educational institution created under Ohio law, as Tenant, pursuant to which Tenant is leasing the Leased Premises in the Center. This Work Letter is attached to and incorporated into the Lease as a material part thereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease. Except as otherwise expressly set forth herein, in the event of an inconsistency between this Work Letter and the Lease, the terms of the Lease shall control.

Landlord and Tenant agree as follows:

- 1. Landlord's Work.** Subject to and in compliance with the provisions of the Lease and this Work Letter, Landlord shall construct, improve and complete the Tenant Improvements to the Leased Premises ("**Landlord's Work**") as described and depicted in, and in accordance with the final detailed architectural drawings, mechanical drawings, and engineering drawings for the Tenant Improvements to be prepared by Prime AE Group of America, Inc., as approved by Landlord and Tenant (the "**Plans**") pursuant to the LOI, and in accordance with the final construction budget ("**Construction Budget**") also to be approved by Landlord and Tenant pursuant to the LOI.
- 2. Construction Schedule.** Landlord shall prepare a construction schedule for the Landlord's Work ("**Construction Schedule**"), and such Construction Schedule shall be delivered to Tenant for comment and/or approval within ten (10) days of the full execution of the Lease, such Tenant approval not to be unreasonably withheld, delayed or conditioned.
- 3. Building Permits.** Landlord shall be responsible for submitting the Plans to the appropriate governmental body for a building permit. Landlord and Tenant shall reasonably cause to be made any change in the Plans necessary to obtain the building permit. Landlord shall use commercially reasonable and diligent efforts to obtain the building permit in a timely manner.
- 4. Construction Costs and Related Expenses.** The entire cost of Landlord's Work, including, without limitation, the Plans and preliminary design work completed in accordance with the LOI, the reasonable cost of Landlord's construction supervision, labor, materials, general conditions, and any and all other reasonable costs incurred by Landlord in the completion of Landlord's Work ("**Landlord's Work Costs**") shall be paid for by Landlord except as expressly provided herein. Tenant shall pay Landlord, on a monthly basis, for the Landlord's Work Costs incurred by Landlord for the construction of the Tenant Improvements. Landlord shall submit to Tenant from time to time as the Landlord's Work Costs become due and payable under the contracts for the Landlord's Work, but no more frequently than monthly, requests for payment of the Landlord's Work Costs ("**Draw Request**"). Tenant shall pay such Draw Request to Landlord within thirty (30) days following Tenant's receipt of a copy of Draw Request from the Landlord as to the Landlord's Work Costs amount then due and payable for the Landlord's Work then completed accompanied by (i) a itemized statement certified by Landlord detailing the full amount of the Landlord's Work Costs

then incurred in connection with the Landlord's Work, and (ii) the affidavit(s) required by Ohio Revised Code Section 4115.07 (for each Draw Request).

5. **Prevailing Wage.** Upon commencement of the Landlord's Work and continuing until their full completion, Landlord shall supply or shall cause to be supplied to Tenant's prevailing wage coordinator, at 400 Central Classroom Building, 2009 Millikin Road, Columbus, Ohio 43210, having a facsimile number of 614-292-2539, and email address of prevailingwage@osu.edu, all of the schedules, certified payroll reports, and any other items required by Ohio Revised Code Section 4115.071 (collectively "**Prevailing Wage Reports**") in the time and manner provided for therein. If Landlord shall fail at any time to supply Prevailing Wage Reports as required, then Tenant shall have the right to withhold five percent (5%) from each installment of Base Rent thereafter to become due until Landlord shall have supplied all Prevailing Wage Reports then due to Tenant.

6. **Substantial Completion.** The terms "**Substantial Completion**" and "**Substantially Completed**" shall mean all of the following: (i) completion of the construction of all elements of the Landlord's Work in accordance with the Plans with the exception of insubstantial details of construction, mechanical adjustment, decoration or cosmetic items, the non-completion of which does not materially interfere with Tenant's use and occupancy of the Leased Premises (collectively, the "**Punch List Work**") so that Tenant can occupy the Leased Premises for Tenant's Permitted Use under the Lease; (ii) the issuance of a permanent certificate of occupancy by the appropriate authority that allows Tenant's permitted use of the Leased Premises and the Common Areas for their normal and intended purpose and Landlord has delivered a copy thereof to Tenant; and (iii) Landlord has delivered to Tenant the affidavits required by Ohio Revised Code Section 4115.07. Within 60 days of Substantial Completion of the Landlord's Work, Landlord shall provide to Tenant a full set of "as built" construction drawings showing all final conditions in the Leased Premises and of the Landlord's Work. In the event that a permanent certificate of occupancy is not available at the time of Landlord's completion of all of the other Landlord's Work set forth herein, the issuance of a temporary (or conditional) certificate of occupancy shall satisfy this requirement provided that (1) Landlord shall be obligated to diligently pursue obtaining a permanent certificate of occupancy, and (2) if such permanent certificate of occupancy has not been obtained by the date which is twelve (12) months after the Leased Premises have been Substantially Completed, Tenant shall have the right to withhold one-half (1/2) of the monthly Base Rent until such time as the permanent certificate of occupancy shall have been issued (at which time Tenant shall pay to Landlord the amount so withheld within 90 days).

7. **Punch List.** Within five (5) days of receipt of Landlord's written notice that Landlord has Substantially Completed the Landlord's Work, Landlord and Tenant shall inspect the Leased Premises, Tenant shall identify in writing to Landlord's Representative, the Punch List Work Tenant wishes Landlord to perform. Landlord's Representative shall review such list of Punch List Work and confer with Tenant to establish a mutually agreeable list of the Punch List Work. Landlord or Landlord's Representative shall complete or cause to be completed, all Punch List Work within thirty (30) days following the date on which Landlord or Landlord's Representative and Tenant agree on the list of Punch List Work provided there are no Tenant restrictions to the timing of doing the Punch List Work.

8. **Delays.** Any deadlines applicable to Landlord's Work shall be extended for such period of time as is equal to the period of delays caused by any force majeure event, including, but not limited to delays caused by strikes, lockouts not caused by Landlord or Landlord's contractors or subcontractors, unusual delays by governmental authorities (but not including Tenant), unavailability or shortage of materials, adverse weather conditions not reasonably anticipatable, fire and other casualty, acts of God, and any other causes beyond the reasonable control of Landlord and not due to Landlord's negligence ("**Excusable Delays**").

9. **Change Orders.** If Tenant shall request any change, addition, deletion or alteration in the Plans that deviates from the Plans and/or Construction Budget, and/or incorporates any portion of Tenant's FF&E Work (as hereinafter defined) into the Landlord's Work, (each a "**Change Order**"), the Tenant shall notify the Landlord's Representative. The Landlord shall review the Change Order and any such Change Order shall be authorized only in a writing by Tenant and Landlord that sets forth (i) the applicable change, addition, deletion, or alteration; (ii) the increased or decreased effect thereof on the cost of the Landlord's Work, including without limitation, any drawing revisions, project manager, site superintendent and general conditions costs; and (iii) the increased or decreased construction time attributable to such Change, additions, deletion or alteration. Tenant shall pay Landlord within fifteen (15) days following receipt of an invoice for the additional cost of the Landlord's Work attributable to such Change Order. Tenant acknowledges that any such Change Orders or additional improvements or materials or plans required therefor (including delay in preparing or submitting such plans) could in some cases constitute an Excusable Delay.

10. **Open Book.** All Landlord's Work will be performed by Landlord on an "open-book" basis with Tenant having access to inspect and make copies of all records and costs associated with completing the Landlord's Work.

11. **Pre-Commencement Fixturing.** Landlord and Tenant agree that the Plans may include certain work items and specifications to be designed and constructed "by Tenant" (all such items and specifications being hereinafter collectively designated as "**Tenant's FF&E Work**"). Tenant shall perform, at Tenant's sole cost and expense, all work necessary to improve the Leased Premises with Tenant's FF&E Work. When Landlord shall have completed Landlord's Work to the extent that the Leased Premises (or portions thereof) can be completely closed and locked, but not sufficiently completed to permit a certificate of occupancy to be issued, Tenant shall have the right, but not the obligation, with reasonable notice and at reasonable times, to perform or cause the performance of Tenant's FF&E work and to move and install its furniture, trade fixtures and equipment into portions of the Leased Premises in anticipation of the commencement of the Term of the Lease. All installations shall be subject to compliance with this Work Letter and the Lease. All entries prior to the Commencement Date shall be subject to all the terms and conditions of the Lease except there shall be no payment of Rent and other charges; provided, that the exercise by Tenant of its rights under this Section shall not be deemed an acceptance of all or any part of Landlord's Work or a waiver of any of Tenant's rights or remedies herein contained. Tenant shall have the responsibility of insuring Tenant's FF&E Work and its furniture, trade fixtures and equipment against loss, theft or damage. Tenant's FF&E Work shall be subject to coordination with the general contractor, and shall be completed only to the extent that it does not interfere with or delay in the Substantial Completion of Landlord's Work.

12. **Defects In Construction.** Landlord's Work shall be performed with new materials. Landlord shall have the full and unqualified responsibility for all defects in design, construction, workmanship and materials in Landlord's Work for a period of one year from the earlier of (i) the Leased Premises is Substantially Completed; (ii) the date upon which Tenant commences occupancy of the Leased Premises pursuant to the Lease; or (iii) the Commencement Date; provided, however, that the foregoing warranty of Landlord shall be extended to the extent of any warranty or guarantee benefiting Landlord with respect to any materials, equipment, components or systems (or the design and/or installation of any of the foregoing) incorporated into Landlord's Work. Notwithstanding the foregoing, the warranty period for latent defects shall not run until the same should reasonably have been discovered. Repairs made under the foregoing warranty shall themselves be warranted for one year from the completion of the repair. In addition, and notwithstanding anything herein to the contrary, Landlord shall remain responsible for and shall complete any repairs or other work that is covered by any guarantee or warranty provided to Landlord, regardless of whether notice for the need of such repair or work is provided within the warranty period, provided that such guarantee or warranty is still in effect at the time that the repair or other work is required. The foregoing warranty does not cover any damage caused by Tenant in its pre-commencement fixturing permitted under Section 4 of this Work Letter. To the extent that any warranty or guarantee of any manufacturer, supplier, contractor and the like with respect to any materials, equipment, components or systems incorporated into Landlord's Work is assignable to Tenant without invalidating such warranty or guarantee, Landlord shall assign the same to Tenant. The Landlord's Work shall be designed and constructed, and Landlord's Work shall be performed, in accordance with all applicable laws, codes, rules and regulations and requirements of the appropriate governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA") and all zoning laws and requirements.

13. **Certain Obligations Of Landlord During Construction.**

(a) Until the Commencement Date, Landlord shall pay all operating and other costs relating to the Center, Leased Premises and the construction thereof, including the cost of water, heat, electricity, air-conditioning and other utilities used at the Center and Leased Premises. After the Commencement Date, Landlord shall be responsible for utilities it may use in completion of Landlord's Work.

(b) At all times during the performance of Landlord's Work and continuing until the Commencement Date, Landlord shall maintain in full force and effect a policy of builder's risk insurance, at Landlord's sole cost and expense (except that such cost shall be included in Landlord's Work Cost), insuring Landlord's Work and all materials stored (except for Tenant's fixtures, equipment, supplies or other property which shall be stored at Tenant's sole risk) on the Center Land or Center or elsewhere or in transit against loss or damage by fire and other perils included in extended insurance coverage, including, without limitation, theft, vandalism, malicious mischief, transit, collapse, flood and earthquake, to one hundred percent (100%) of the replacement costs thereof at the time of loss.

(c) Landlord hereby agrees to indemnify and hold Tenant harmless from and against all claims, suits, obligations, liabilities and damages (including reasonable attorney fees) arising out of or incurred in the course of completion of Landlord's Work, provided that neither Tenant or its agents, employees, contractors or subcontractors are the cause thereof.

(d) Delays or changes in Landlord's Work, to the extent that such delays or changes are attributable to Tenant, Tenant's Construction Consultant (as hereinafter defined) or their respective agents, employees, contractors and subcontractors ("**Tenant Delay(s)**") shall extend (hereinafter "**Extensions**") all time limitations required of Landlord in the Lease or this Work Letter in accordance with standard building industry custom provided reasonable notice thereof is given by Landlord to Tenant.

(e) Tenant shall have the right to terminate the Lease in the event (i) Landlord's Work is not completed in substantial compliance with the Plans (as modified with Tenant's consent as required above) and the non-compliance materially affects the value and utility of the Leased Premises to the Tenant, or (ii) the Plans are materially modified to Tenant's detriment without Tenant's consent as required above, or (iii) Landlord fails to meet the scheduled completion dates (subject to Excusable Delays), provided that in all cases such failure is not cured within thirty (30) days of written notice from Tenant.

14. **Landlord's Entry After Substantial Completion.** After Substantial Completion of Landlord's Work or the Commencement Date, Landlord may enter the Leased Premises to complete the Punch List Work at such times as may be approved in advance by Tenant, and such entry by Landlord, its agents, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under the Lease, or impose any other liability upon Landlord, its agents, beneficiaries, employees or contractors other than for damage resulting from any negligence or willful misconduct of Landlord, its agents, employees, contractors and/or subcontractors. Such entry shall be coordinated with Tenant to minimize disruption of Tenant's operations and must otherwise comply with the requirements of the Lease for Landlord entry.

15. **Miscellaneous.**

(a) Tenant shall have the right to engage or appoint a designee, consultant or advisor ("**Tenant's Construction Consultant**"), at Tenant's sole cost and expense, to observe and inspect the progress and compliance of Landlord's Work. Landlord shall reasonably cooperate with Tenant's Construction Consultant and shall make diligent good faith efforts to keep Tenant's Construction Consultant informed as to the progress of Landlord's Work. Landlord shall make reasonable efforts to notify Tenant's Construction Consultant in advance of progress meetings relating to Landlord's Work and shall permit Tenant's Construction Consultant to attend such meetings. At Tenant's request, additional meetings shall be scheduled and attended by the architect, general contractor, requested subcontractors with Landlord's representative and Tenant's Construction Consultant and representatives.

(b) Landlord has designated Donald P. McCarthy of McCarthy Consulting, LLC (cell: 614.746.5746; office: 614.846.7111; email: dmccarthy@mccarthyconsultingllc.com) as its sole representative with respect to the overseeing construction matters set forth in this Work Letter ("**Landlord's Representative**"), and until further notice to Tenant, Landlord's representative shall have full authority and responsibility to act on behalf of the Landlord as required herein.

(c) Any person signing this Work Letter on behalf of Landlord and Tenant warrants and represents he or she has the authority to do so.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Work Letter to be executed as of the date of the Lease.

LANDLORD:
City of Hilliard
an Ohio municipal corporation

By: _____
Name: _____
Title: _____

TENANT:
THE OHIO STATE UNIVERSITY
an instrumentality of the State of Ohio

By: _____
Name: _____
Title: _____

Attachment: Exhibit A. Authorizing Lease with OSU (22-R-87 : Authorizing Lease with The Ohio State University)

EXHIBIT C
CONFIRMATION OF COMMENCEMENT DATE

CONFIRMATION OF COMMENCEMENT DATE

THIS CONFIRMATION OF COMMENCEMENT DATE is dated as of the _____ day of _____, 20__ by and between The City of Hilliard, Ohio ("**Landlord**") and The Ohio State University ("**Tenant**").

WITNESSETH:

WHEREAS, by a Lease Agreement dated as of _____, 2022 between the parties hereto (the "**Lease**") Landlord leased to Tenant and Tenant leased and took from Landlord, certain premises located at _____, _____, Ohio for the term and upon the terms and conditions more specifically set forth therein (the "**Premises**");

WHEREAS, the Lease provides that when the actual Commencement Date has been determined, the parties shall execute a confirmation of the Commencement Date of the Lease.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- A. The Tenant is now in possession of the Premises.
- B. The Commencement Date of the Lease is _____, 20_____.

Nothing herein is intended to change or modify the rights of the parties under the Lease and all other terms and conditions of said Lease are hereby reaffirmed as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives the day and year first above written.

Tenant:
The Ohio State University

Landlord:
The City of Hilliard, Ohio

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

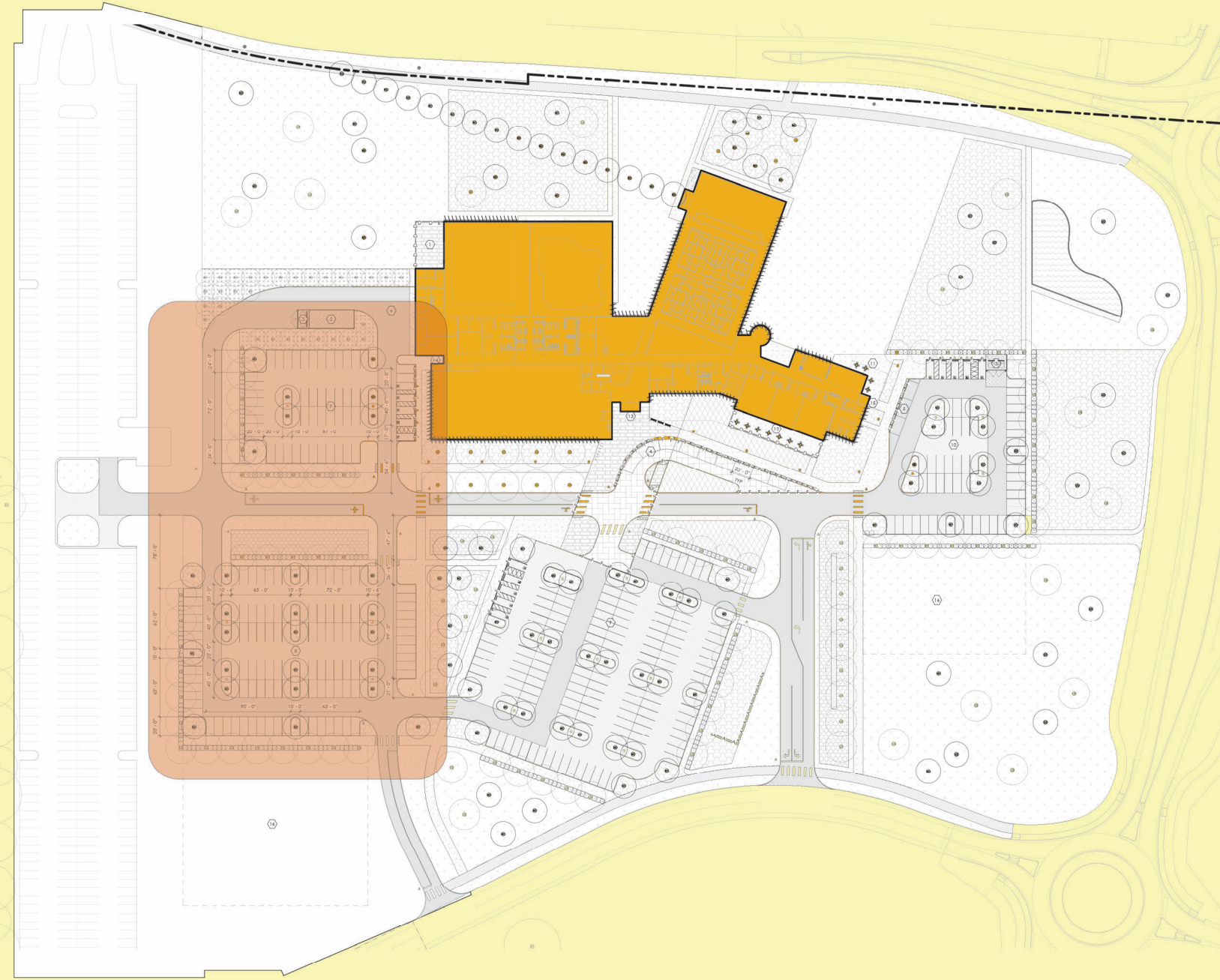
Date: _____

Date: _____

Attachment: Exhibit A. Authorizing Lease with OSU (22-R-87 : Authorizing Lease with The Ohio State University)

EXHIBIT D

Parking Map



Attachment: Exhibit A.Authorizing Lease with OSU (22-R-87) : Authorizing Lease with The Ohio State

EXHIBIT "E"
Base Rent Determination

Base Rent for the Leased Premises at commencement of the second Lease Year and at the commencement of each applicable Renewal Term, shall be the Fair Market Value of the Leased Premises, as determined under the process defined below. For purposes of this Lease, the "Fair Market Value" of the Leased Premises, as of any date, is defined as the rental rates then being charged for untenanted and unimproved premises otherwise similar to the Leased Premises in the immediate vicinity of the Leased Premises, of similar type and aged interior improvements and shall be determined taking into consideration that there are no brokerage commissions payable and that there is no vacancy period or build out expense, that the term of the lease is 5 years, and that the Tenant is established and creditworthy. Tenant shall have the right to request from Landlord, no later than 90 days prior to prior to the expiration of the first Lease Year or the commencement of any Renewal Term, as the case may be, Landlord's opinion as to the Fair Market Value of the Leased Premises, and Landlord shall respond in writing within 30 days. If Tenant objects to Landlord's determination of the Fair Market Value of the Leased Premises and cannot negotiate a Fair Market Value acceptable to Tenant on or before 30 days after Landlord's notification to Tenant of their determination of Fair Market Value, Landlord and Tenant each shall have the right, by written notice to the other, to submit to the other party an appraiser who must be a member either of the American Institute of Real Estate Appraisers or of the Society of Real Estate Appraisers and must have at least five (5) years of experience appraising commercial properties in Hilliard, Ohio, and neither of whom may be a present or former employee or business associate of either Landlord or Tenant. If one party does not submit an appraiser within the 10 business-day period, then the appraiser submitted by the other party will serve as the sole appraiser.

The two appraisers so selected shall promptly proceed to determine the fair market rental for the Leased Premises for the balance of the Initial Term or applicable Renewal Term, as the case may be; and if the two appraisers agree on such fair market rental, their determination shall be final and binding on all parties. If the two appraisers so selected are unable to agree on the fair market rental, the two appraisals shall be averaged and the average shall constitute the fair market rental.

In the event that Base Rent has not been established prior to the commencement of the second Lease Year or prior to commencement of any applicable Renewal Term, Base Rent will continue at the same rate as the then current term until such time as Landlord and Tenant agree upon the fair market rental for the balance of the Initial Term or the respective Renewal Term, as the case may be.

Council Memo: Legislation (22-R-88)

Subject: Amendment to Contract with Prime AE Group
From: Michelle Crandall, City Manager
Date: November 14, 2022

Executive Summary

This legislation authorizes a fee amendment to the contract with Prime AE Group, LLC (“Prime”) related to architecture/design/engineer services for the approximate 25,000 square foot Ohio State University Wexner Medical Center building portion of the Recreation and Wellness Center.

Staff Recommendation

Staff recommends that City Council approve this amendment to the contract with Prime in the amount of \$510,000 for the architecture, design, and engineering work.

Background

On November 2, 2021, residents approved increasing the City’s municipal income tax by 0.5% and dedicating the resulting funds for recreation and parks, including (but not limited too) construction of a new community center (the “Project”). As part of the Project, the City desired a medically integrated partner and issued a request for proposals in January of this year. In late February, the Ohio State University Medical Wexner Center (“OSUWMC”) responded. As a result, the City began negotiations with OSUWMC regarding site requirements, layout requirements, lease requirements, etc.

As part of the negotiation, in order to effectively design a cohesive building, Prime submitted its costs related to this portion of the Project in the amount of \$510,000. As part of this cost, the City has agreed to cover the fees related to the design development, construction documents, and construction administration for the “core and shell” of the OSUWMC space in amount equal to \$146,000. OSUWMC will be responsible, on a reimbursement basis, for all costs related to its “tenant improvements (TI)” in the amount of \$364,000.

Financial Impacts

This authorizes the City to expend an additional \$510,000 for Prime’s services related to the design of the OSUWMC site, with \$364,000 being reimbursed to the City related to OSUWMC’s specific tenant improvements (TI).

Expected Benefits

This fee amendment ensure that Prime will design a site for OSUWMC that is cohesive with the overall design of the Recreation and Wellness Center.

Attachments

N/A



Resolution: 22-R-88

Adopted:

Page 1 of

Effective:

AUTHORIZING A FEE AMENDMENT TO THE CONTRACT WITH THE PRIME AE GROUP, LLC.

WHEREAS, on March 28, 2022, City Council adopted Resolution No. 22-R-19 authorizing a contract with Prime AE Group, LLC as the architect and engineer for the design of the Hilliard Recreation and Wellness Center (the "Project"); and

WHEREAS, as part of the Project, the City desires a medically integrated partner and by the passage of Resolution No. 22-R-87, City Council authorized a lease with Ohio State University Medical Wexner Center; and

WHEREAS, to ensure that the design of this part of the Project is cohesive with the entire building, Prime has submitted its costs related to the OSUWMC portion; and

WHEREAS, the City desires to amend Prime's contract in the amount of \$510,000 which accounts for Prime's fees related to the design, including tenant improvements, of the OSUWMC portion of the Project; and

WHEREAS, funding for the Project was appropriated by Ordinance No. 22-20, and pursuant to Section 3.10 of the Charter, authorization for funding this Project may be established by resolution of Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, that:

SECTION 1. An expenditure is authorized from Fund 103, Object 55 in the amount not to exceed \$510,000 to amend the contract with Prime AE Group, LLC.

SECTION 2. The City Manager is hereby authorized to enter into an amended contract with Prime AE Group, LLC, in an amount not to exceed \$4,563,750, which is an increase of \$510,000 to its total fee.

SECTION 3. The Finance Director is authorized to make any accounting changes to revise the funding source for any contract or contract modification associated with the expenditure of funds provided herein.

SECTION 4. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

 Diane C. Werbrich, MMC
 Clerk of Council

 President of Council

APPROVED AS TO FORM:

 Philip K. Hartmann
 Director of Law

✓ Vote Record - Resolution 22-R-88						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-88** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC

Council Memo: Legislation (22-R-89)

Subject: 3401 Mill Run CRA Agreement
From: Michelle Crandall, City Manager
Initiated by: David Meadows, Director of Economic Development
Date: November 14, 2022

Executive Summary

Approval of this legislation would authorize the City Manager to enter into a 10-year, 50 percent Community Reinvestment Area (CRA) Agreement with 3401 Mill Run, LLC and the Eco Plumbers.

Staff Recommendation

City staff recommends that City Council authorize the City Manager to enter into a CRA Agreement with 3401 Mill Run, LLC and The Eco Plumbers.

Background

3401 Mill Run includes an approximately 36,000 square foot office that previously housed the Ohio State Medical Association. Entrotech purchased the property for an office and research and development facility in 2015 but the project was cancelled and the facility has been vacant since the acquisition. 3401 Mill Run LLC is under contract to purchase the facility. If the developer decides to move forward with this project, they would renovate the existing 36,000 square foot office space, construct a 15,000 square foot shop space and 36,000 square foot flex industrial/office space.

The Eco Plumbers would occupy the renovated office and shop space. If the 10-year, 50 percent CRA is approved, the Owner would invest approximately \$5.3 million to construct the 15,000 square foot shop space and 36,000 square foot flex industrial/warehouse and an additional \$1.1 million in renovations to the existing office space. The Project will result in the relocation and retention of one hundred ninety-five (195) full-time employees and with \$11 million in annual payroll and the creation of one hundred twenty (120) full-time jobs with an estimated annual payroll of \$10 million within five years of the construction completion. 3401 Mill Run LLC anticipates that construction would begin by January 1, 2023 and be completed by December 31, 2024.

Financial Impacts

N/A

Expected Benefits

This first project is expected to retain \$275,000 and generate \$250,000 in new withholding taxes for the City. Approximately \$62,261 in new property tax will be generated annually including \$8,399 to Norwich Township and \$38,240 to Hilliard City School District.

Attachments

N/A



Resolution: 22-R-89

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH 3401 MILL RUN LLC.

WHEREAS, the Council of the City of Hilliard, Ohio, in order to encourage the development of real property and the acquisition of personal property, adopted Resolution No. 04-C-55 on November 22, 2004, designating certain property as the Mill Run Community Reinvestment Area pursuant to Ohio Revised Code ("R.C.") Chapter 3735 (the "CRA"); and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 04-C-55, contained the characteristics set forth in R.C. Chapter 3735 and confirmed the Mill Run CRA by certification number 049-35476-03 on June 2, 2005; and

WHEREAS, the Owner seeks to acquire 3401 Mill Run Drive and expand on parcel number 050-006467 by the Franklin County Auditor's Office, to remodel approximately 36,000 square feet of office, construct a 15,000 square foot shop space and construct 36,000 square feet of flex industrial space (the "Property"); and

WHEREAS, on the Property, the Owner desires to invest approximately \$10.3 million, which includes approximately \$5.3 million in new construction, \$3.1 million in acquisition costs, \$1.1 million in existing building improvements, and \$1 million in furniture and fixtures (the "Facility").

WHEREAS, The Enterprise is desirous of relocating to the Facility (the "Project") provided that appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the City, having the appropriate authority for the stated type of project desires to provide the Company with incentives available for the development of the Project in the CRA; and

WHEREAS, the Company has submitted a proposed agreement application (**attached** hereto as Exhibit "A" and incorporated herein by this reference) to the City (the "Application"); and

WHEREAS, the Company has submitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the City has investigated the application of the Company and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and improve the economic climate of the City; and

WHEREAS, the Project Site is located within the boundaries of the Hilliard City School District (the "School District") and the Tolles Career Center, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

WHEREAS, pursuant to R.C. Section 3735.671(A)(2), the Board of Education of the School District has received the required estimates which show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes charged and payable with respect to the Project, had the Project

not been exempted from taxation, and therefore, approval of the exemption by the School District is not required; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The Council for the City of Hilliard finds that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Mill Run CRA and to improve the economic climate of the City. The Owner shall invest approximately ten million five hundred thousand dollars (\$10,500,000) into the Project, no later than December 31, 2024. The Project will result in the relocation and retention of one hundred ninety-five (195) full-time employees with \$11 million in annual payroll and the creation of one hundred twenty (120) full-time jobs with an estimated annual payroll of \$10 million within five years of the construction completion, for which the Enterprise will pay withholding taxes to the City of approximately \$525,000 per year throughout the term of this Agreement.

SECTION 2. The City has notified the School District and the Career Center pursuant to R.C. Section 5709.83 of its intention to take formal action to adopt or enter into the CRA Agreement with the Owner. In addition, the City has provided the Board of Education of the School District with timely notice of this Agreement and the estimates required by R.C. Section 3735.671(A)(2), which estimates show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes that would have been charged and payable with respect to the Property had the Project not been exempted from taxation.

SECTION 3. The City Manager is authorized to enter into a CRA Agreement, substantially similar to the one **attached** hereto as Exhibit "B", with the Owner and the Enterprise providing a 50% real property tax exemption for ten (10) years (collectively, the "Exemption") on the increase in assessed value of the Property resulting from the Project. The City Manager is authorized to make such changes to the Agreement that are not inconsistent with this Resolution and not adverse to the City, which shall be evidenced conclusively by her signature thereof that such changes are approved by Council. The City Manager is authorized to enter into any other agreements or sign any documents necessary to effectuate the Agreement and the Exemption provided herein.

SECTION 4. The Clerk of Council shall forward a certified copy of this Resolution, along with all exhibits and attachments, to the Ohio Development Services Agency within fifteen days after the Agreement is entered into pursuant to R.C. Section 3735.671(D).

SECTION 5. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 6. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 22-R-89						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-89** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC



Real People. Real Possibilities.

Community Reinvestment Area Application

1. Agreement Information

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Hilliard located in Franklin County and 3401 Mill Run LLC.
Legal Name of Proposed Recipient

- a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

3401 Mill Run LLC	PO Box 141401 Columbus, OH 43214	
<i>Enterprise Name</i>	<i>Address</i>	
Leland Vogel	leland@comodevelopment.com	614-468-3660
<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>

- b. Project site: 050-006467-00
Parcel Number

The Eco Plumbers	4691 Northwest Pkwy, Hilliard, OH 43026	
<i>Enterprise Name</i>	<i>Address</i>	
Mike Barnhart	mike@ecoplumbers.com	614-668-7871
<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>

2. Business/Enterprise Information

- a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Office for call center and warehousing / shop for service technicians

- b. List primary 6-digit North American Industry Classification System (NAICS)
238220

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred:

All employees, furniture, office supplies, and inventory from 4691 and 4700 NW Parkwa

- d. Form of business or enterprise (corporation, partnership, proprietorship, or other). S-Corporation

- e. Name of principal owner(s) or officers of the business.
Aaron Gaynor and Mike Barnhart

Attachment: Exhibit A.CRA Application (22-R-89 : 3401 Mill Run CRA Agreement)

3. Existing Employment Information

- a. State the enterprise's current employment level at the proposed project site:
195 full time employees

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No
- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
195 in Hilliard, 20 in Dayton all full time employees

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:
195 full time employees

- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
195 full time employees to move from other Hilliard locations

4. Project Information

- a. Project Description:
Landlord to acquire and renovate a 36,000 SF office building, build a 15,000 shop space addition, and construct an additional 36,000 flex building on site to accommodate the growth demands of The Eco Plumber. This campus will also house Eco Plumbers University, an in-house trade program for individuals interested in becoming plumbers and HVAC technicians.
- b. Project will commence by JAN, 2023 and be completed by DEC, 2024 if a tax exemption is provided.
- c. Number of new employees to be created at the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
120 full time employees
- d. State the time frame of this projected hiring: 5 yrs.
- e. State proposed schedule for hiring:
(Itemize by full and part-time and permanent and temporary employees)
150 full time employees over 5 years

- f. Annual payroll from new employees:
(Payroll must be itemized by full & part-time and permanent & temporary new employees).
\$10,000,000 all full time employees
- g. Existing annual payroll relating to any job retention claim resulting from the project:
\$ \$11,000,000 _____

h. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

i. Acquisition of Land/Buildings:	\$ 3,100,000 _____
ii. Additions/New Construction:	\$ 5,300,000 _____
iii. Improvements to existing buildings:	\$ 1,100,000 _____
iv. Machinery & Equipment:	\$ 0 _____
v. Furniture & Fixtures:	\$ 1,000,000 _____
vi. Inventory:	\$ 0 _____
Total New Project Investment:	\$ 10,500,000 _____

i. Business requests the following tax exemption incentives: 50 % for 10 years

j. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Tax abatement will help ensure the deal is financially feasible for the landlord while meeting the budget requirements from The Eco Plumbers as a tenant.

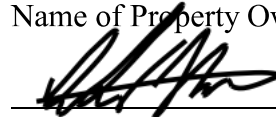
5. Does (Is) the Property Owner, Enterprise or its Officers:

- a. Owe any delinquent taxes to the State of Ohio or a political subdivision of the state?
 Yes No
- b. Owe any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?
 Yes No
- c. Owe any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
 Yes No
- d. Subject to any ongoing civil or criminal litigation?
 Yes No
- e. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

Submission of this application expressly authorizes the City of Hilliard to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request. If approved by Hilliard City Council, the Applicant will be required to submit a non-refundable, \$750 application fee check made payable to: "Treasurer, State of Ohio".

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

3401 Mill Run LLC	10/10/2022
_____ Name of Property Owner	_____ Date
 _____ Signature	Leland Vogel, Authorized Member _____ Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

Return Completed Applications to:

David Meadows
Economic Development Director
City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026
dmeadows@hilliardohio.gov

**COMMUNITY REINVESTMENT AREA AGREEMENT
WITH 3401 MILL RUN, LLC**

This Agreement (“Agreement”) is made and entered into by and between the **City of Hilliard, Ohio**, a charter municipality with its main offices located at 3800 Municipal Way, Hilliard, Ohio 43026 (the “City”) and **3401 Mill Run, LLC**, an Ohio limited liability company, with the Owner’s office located at PO Box 141401, Columbus, Ohio 43214, (the “Owner”) and The Eco Plumbers with its current offices located at 4691 Northwest Parkway, Hilliard, Ohio 43026 (the “Enterprise”).

WHEREAS, the Council of the City of Hilliard, Ohio by Resolution No. 04-C-55 adopted November 22, 2004, designated certain area in the City as the Mill Run CRA pursuant to Ohio Revised Code (“R.C.”) Chapter 3735; and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 04-C-55, contained the characteristics set forth in R.C. Chapter 3735 and confirmed the Mill Run CRA by certification number 049-35476-03 on June 2, 2005; and

WHEREAS, the Owner seeks to acquire 3401 Mill Run Drive and expand on parcel number 050-006467 by the Franklin County Auditor’s Office, to remodel approximately 36,000 square feet of office, construct a 15,000 square foot shop space and construct 36,000 square feet of flex industrial space (the “Property”); and

WHEREAS, on the Property, the Owner desires to invest approximately \$10.3 million, which includes approximately \$5.3 million in new construction, \$3.1 million in acquisition costs, \$1.1 million in existing building improvements, and \$1 million in furniture and fixtures (the “Facility”). The Enterprise is desirous of relocating to the Facility (the “Project”) provided that appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Owner has applied to the City requesting a 10-year, 50% Community Reinvestment Area abatement on the increase in appraised value of the Property resulting from the Project (the “Incentive”); and

WHEREAS, the City has investigated the Owner’s application, **attached** hereto as Exhibit “One” and incorporated herein, and has recommended the same to this Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Mill Run CRA and improve the economic climate of the City; and

WHEREAS, the Owner has submitted the required state application fee of \$750 made payable to the Ohio Development Services Agency to be forwarded to said department with a copy of the final signed agreement; and

WHEREAS, the Property is located in the Hilliard City School District (the “School District”) and in the area served by the Tolles Career and Technical Center (the “Career Center”) and the

Boards of Education of the School District and the Career Center have been notified in accordance with R.C. Section 5709.83 and have been provided a copy of the Application; and

WHEREAS, pursuant to R.C. Section 3735.671(A)(2), the Board of Education of the School District has received the required estimates which show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes charged and payable with respect to the Project, had the Project not been exempted from taxation, and therefore, approval of the exemption by the School District is not required; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1. Project Description. The Owner shall invest approximately \$10.3 million, which includes approximately \$5.3 million in new construction, \$3.1 million in acquisition costs, \$1.1 million in existing building improvements, and \$1 million in furniture and fixtures, to remodel approximately 36,000 square feet of office, construct a 15,000 square foot shop space and construct 36,000 square feet of flex industrial space for the Enterprise to expand its business on the Property in the City of Hilliard, Franklin County, on parcel number 050-006467 as identified in the **attached** Exhibit “Two” incorporated herein (the “Project Site”). The Project will begin on or after January 1, 2023, and all construction will be completed on or before December 31, 2024.

Section 2. Job Relocation and Creation. The Enterprise shall have caused the retention of one hundred fifty (150) full-time employees \$11 million in annual payroll and create one hundred (120) full-time jobs with an estimated annual payroll of \$10 million within five years of the construction completion.

Section 3. Reporting Obligations. The Owner and Enterprise shall provide to the proper Tax Incentive Review Council (“TIRC”) and CRA Housing Council any and all information reasonably required by the TIRC or Housing Council to evaluate compliance with this Agreement, including tax returns filed pursuant to R.C. Section 5711.02 if requested by either or both entities.

Section 4. CRA Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants a 10-year 50% real property tax abatement to the Owner for the increase in assessed value of the Property as a result of the Project (the “Exemption”). The Exemption commences the first year for which the increase in assessed value of the Property attributed to construction of the Project would first be taxable but for the Exemption provided herein. No exemption shall commence after tax year 2025, nor extend beyond tax year 2034 (the “Term”).

The Owner acknowledges that the tax exemption with respect to the Property **does not automatically** take affect after execution of this Agreement. The Owner **must** file a real property tax exemption application with the Housing Officer designated by the City for the Mill Run CRA

(see **attached** Application for Exemption at Exhibit “Three”) in order for the exemption to be granted. The City agrees that upon receipt of the real property tax exemption application, and after making a determination that the Owner has completed the Project and the News Jobs have been created as required herein, the Housing Officer will then certify the tax exemption to the Franklin County Auditor’s Office.

Section 5. Income Tax Revenue Sharing. The Owner and the Enterprise acknowledge that the City may be requirement to make payments, attributed to the Project, to the School District pursuant to R.C. Section 5709.82 (D).

Section 6. Annual Fee. The Owner shall pay the City an annual fee equal to the greater of one percent of the net dollar value of incentives offered under this Agreement or Five Hundred Dollars (\$500.00); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500). The fee shall be made payable to the City once per year by certified check, made payable to the City of Hilliard, Ohio, for each year the Agreement is in effect, and shall be delivered to the City’s Finance Director. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.671(D) and by the TIRC created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section.

Section 7. Non-Exempted Taxes. The Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Section 8. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the Mill Run CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted in this Agreement.

Section 10. Termination, Suspension or Modification Upon Default. If the Owner or Enterprise materially fails to fulfill its obligations under this Agreement or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, which the City may secure repayment thereof by securing a lien on the exempted Property. Such a lien shall attach, and may be perfected, collected,

and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

Section 12. Certification as to No Delinquent Taxes. The Owner and Enterprise hereby certifies that at the time this Agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Owner is liable under R.C. Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5653, or if such delinquent taxes are owed, the Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A 101, et. seq., or such a petition has been filed against the Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the Chapter of the Revised Code governing payment of those taxes.

Section 13. Approval by the City. The Owner, the Enterprise and the City acknowledge that this Agreement must be approved by formal action of Hilliard City Council authorizing the City to enter into this Agreement. This Agreement shall be effective upon signature of the City's authorized representative.

Section 14. Non-Discriminatory Hiring/Local Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Enterprise is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, ancestry or military or veteran's status.

Section 15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, the Owner, any successor property owner, or any related member (as those terms are defined in Division (E) of R.C. Section 3735.671) has violated the prohibition against entering into this Agreement under Division (E) of R.C. Section 3735.671 or 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 16. R.C. Section 9.66 Covenants. The Owner and the Enterprise affirmatively covenants that it has not made false statements to the State or to local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of the Owner or the Enterprise has knowingly made a false statement to the State or local political subdivision to obtain Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). 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 R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six months.

Section 17. Assignments. This Agreement is not transferable or assignable by the Owner without the express, prior written approval of the City's Law Director, which may be withheld in his/her discretion.

Section 18. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

Section 20. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City to:

City Manager
City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026
614.334.2344
mcrandall@hilliard.gov

If to the Owner, to:

3401 Mill Run, LLC
PO Box 141401
Columbus, Ohio 43214
Attention: Leland Vogel
leland@comodevelopment.com
614-468-3660

If to the Enterprise, to:

The Eco Plumbers
4691 Northwest Parkway
Hilliard, Ohio 43026
Attention: Mike Barnhart
mike@ecoplumbers.com
614-668-7871

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

IN WITNESS WHEREOF, the City of Hilliard, Ohio, the Owner and the Enterprise, each by a duly authorized representative, have caused this instrument to be executed this ____ day of _____, 2022. This Agreement is effective upon execution by the City.

CITY OF HILLIARD, OHIO

3401 MILL RUN, LLC

City Manager
Michelle Crandall
Date: _____

By: _____
Its: _____
Print Name: _____
Date: _____

THE ECO PLUMBERS

By: _____
Its: _____
Print Name: _____
Date: _____

APPROVED AS TO FORM:

Phil Hartmann, Law Director

Attachment: Exhibit B.3401 Mill Run CRA Agreement (22-R-89 : 3401 Mill Run CRA Agreement)

**Exhibit One
CRA Application**

(attached hereto)

DRAFT

Attachment: Exhibit B.3401 Mill Run CRA Agreement (22-R-89 : 3401 Mill Run CRA Agreement)

Exhibit Two
Project Site Description
(attached hereto)

DRAFT

Attachment: Exhibit B.3401 Mill Run CRA Agreement (22-R-89 : 3401 Mill Run CRA Agreement)

Council Memo: Legislation (22-R-90)

Subject: The Eco Plumbers Economic Development Agreement
From: Michelle Crandall, City Manager
Initiated by: David Meadows, Director of Economic Development
Date: November 14, 2022

Executive Summary

This legislation allows the City Manager to enter into an Economic Development Agreement with The Eco Plumbers to support the retention of 150 jobs and creation of 120 new jobs.

Staff Recommendation

Staff recommends that City Council approve this legislation to retain one of the City's largest employers.

Background

The Eco Plumbers is a plumbing, heating and cooling services company headquartered in the City of Hilliard. The company is currently spread out over multiple facilities in the City and is seeking to consolidate and expand its operations due to business growth. The Eco Plumbers is one of the City's largest employers with 150 jobs supporting \$11 million in annual payroll. If the company stays in Hilliard, it would create 120 additional jobs with at least \$10 million in new annual payroll within five years. In addition to being a great corporate citizen, The Eco Plumbers is pioneering in its approach to workforce development by creating its own training academy to create the next generation of plumbers.

Financial Impacts

This Agreement would provide the company with a \$29,000 per year for ten years provided that payroll benchmarks are met. The value of the incentive is capped at \$290,000 over the life of the incentive.

Expected Benefits

This incentive would help retain \$275,000 in existing withholding and create \$250,000 new withholding within five years. Based on the hiring schedule, the city would net \$4.21 million in withholding over the life of the incentive.

Attachments

N/A



Resolution: 22-R-90

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE ECO PLUMBERS, TO RELOCATE AND EXPAND ITS OPERATIONS AT 3401 MILL RUN DRIVE IN HILLIARD.

WHEREAS, the Eco Plumbers (the “Enterprise”) is a plumbing, heating and cooling services company headquartered in the City of Hilliard; and

WHEREAS, the Enterprise has seen an increase of new business, and is planning on expanding its current workforce; and

WHEREAS, the Enterprise desires to retain one hundred fifty (150) employees (the “Retained Jobs”) and relocate to 3401 Mill Run, Hilliard, Ohio (the “Facility”) and create one hundred twenty (120) new jobs (the “New Jobs”) to the Facility by December 31, 2028 (the “Project”); and

WHEREAS, in order to incentivize the Enterprise to make the investment and create the jobs contemplated herein, the City desires to provide the Enterprise with:

- Incentive payment of up to twenty-nine thousand dollars (\$29,000) each year for ten (10) years (2024-2033), provided that certain benchmarks are met:

2023	150 employees with \$11 million in annual payroll
2024	174 employees with \$13 million in annual payroll
2025	198 employees with \$15 million in annual payroll
2026	222 employees with \$17 million in annual payroll
2027	246 employees with \$19 million in annual payroll
2028-2032	270 employees with \$21 million in annual payroll

WHEREAS, the Project’s increase to Hilliard’s tax base, and the offering of incentives, will improve the economic welfare of Hilliard citizens, as authorized in Article VIII, Section 13 of the Ohio Constitution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The City finds and determines that the Project and the related economic development incentives described in the Economic Development Agreement, in a form substantially similar to the one **attached** hereto as Exhibit “A” (the “Agreement”) and incorporated herein, are in furtherance of the City’s Comprehensive Plan. The City further finds and determines that it is appropriate and in the best interests of the City to provide certain incentives to The Eco Plumbers, for the purpose of creating jobs and employment opportunities in the City and to improve the economic welfare of the people of the State of Ohio and the City as authorized in Article VIII, Section 13 of the Ohio Constitution.

SECTION 2. The City Manager, for and in the name of the City, is authorized to execute an Agreement substantially similar to the one attached hereto as Exhibit “A”, and in a form not inconsistent with the terms of this Resolution and not substantially adverse to the City, with any changes or modifications being evidenced conclusively with her execution thereof that such changes are approved by City Council.

SECTION 3. The Director of Finance and the Director of Law, and any other City officials, as appropriate, are each authorized and directed to prepare and sign any other documents, instruments,

amendments or certificates and to take such actions as are necessary or appropriate to consummate and implement the transactions described in or contemplated by this Resolution in executing the Agreement.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 22-R-90					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-90** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is made and entered into on this ___ day of _____, 2022 by and between the **City of Hilliard, Ohio** (“City”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with offices at 3800 Municipal Way, Hilliard, Ohio 43026 and **The Eco Plumbers** with offices at 4691 Northwest Parkway (the “Enterprise”).

RECITALS:

WHEREAS, The Eco Plumbers (the “Enterprise”) is a plumbing, heating and cooling services company headquarter in the City of Hilliard; and

WHEREAS, the Enterprise has seen an increase of new business and is planning on retaining and expanding its current workforce; and

WHEREAS, the Enterprise desires to retain one hundred fifty (150) employees (the “Retained Jobs”) and relocate to 3401 Mill Run, Hilliard, Ohio (the “Facility”) and create one hundred twenty (120) new jobs (the “New Jobs”) to the Facility by December 31, 2028 (the “Project”); and

WHEREAS, in order to incentivize the Enterprise to make the investment and create the jobs contemplated herein, the City desires to provide the Enterprise with:

- Incentive payment of up to twenty-nine thousand dollars (\$29,000) each year for ten (10) years (2024-2033), provided that certain benchmarks are met:
 - 2023 – 150 employees with \$11 million in annual payroll
 - 2024 - 174 employees with \$13 million in annual payroll
 - 2025 – 198 employees with \$15 million in annual payroll
 - 2026 - 222 employees with \$17 million in annual payroll
 - 2027 – 246 employees with \$19 million in annual payroll
 - 2028 - 2032 270 employees with \$21 million in annual payroll

WHEREAS, the Project’s increase to Hilliard’s tax base, and the offering of incentives, will improve the economic welfare of Hilliard citizens, as authorized in Article VIII, Section 13 of the Ohio Constitution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Scope of Project

In consideration of the incentive contemplated in this Agreement, by December 31, 2028, the Enterprise will expand is current workforce by creating one hundred twenty (120) jobs and relocate one hundred fifty (150) jobs at the Facility, increasing its annual payroll by \$10 million, from approximately \$11 million to \$21 million (“New Payroll”).

Section 2. Financial Incentive

(a) In consideration of the Enterprise’s commitment to maintaining its Retained Jobs and creation of New Jobs implementing the Project, based on the terms and conditions provided hereafter, the City will:

- Reimburse the Enterprise up to \$29,000 for ten (10) years (2024-2033) (the “Annual Incentive Payment”), provided that certain benchmarks are met (the “Benchmarks”):
 - 2024 payment requires that by 12/31/2023 – Enterprise retained 150 employees with \$11 million in annual payroll
 - 2025 payment requires that by 12/31/2024 – Enterprise employs 174 employees with \$13 million in annual payroll
 - 2026 payment requires that by 12/31/2025 – Enterprise employs 198 employees with \$15 million in annual payroll
 - 2027 payment requires that by 12/31/2026 – Enterprise employs 222 employees with \$17 million in annual payroll
 - 2028 payment requires that by 12/31/2027 – Enterprise employs 246 employees with \$19 million in annual payroll
 - 2029-2033 payment requires that by 12/31/2028-2032 – Enterprise employs 270 employees with \$21 million in annual payroll

(b) The eligibility to receive the Annual Incentive Payment is determined on a year-by-year basis during years 2024-2033. If the Enterprise does not exceed the Benchmarks for a particular year as defined above, it shall not be eligible to receive, nor shall the City provide, the Annual Incentive Payment for that Year.

(c) The Enterprise must apply for the Annual Incentive Payment each year using the form attached, and as may be amended from time to time by the City, no later than June 15th of each year during the Term. In order for the City to confirm that the Enterprise has met the criteria to claim a Annual Incentive Payment for the corresponding year, the Enterprise **shall submit all tax filings through the Regional Income Tax Agency (RITA) that is the City’s tax collection agent for all local taxes.** Following processing and reconciliation by RITA and upon confirmation by the City that the Enterprise has met the criteria to claim the Annual Incentive Payment for the corresponding year, the City shall authorize the refundable credit. Failure by the Enterprise to file all tax returns through RITA as required above, shall be deemed a material breach of this Agreement and such shall nullify any obligation of the City to authorize and pay a refundable Annual Incentive Payment to the Enterprise for that year in which it failed to file returns through RITA, and the Enterprise hereby forfeits all of its right and interest in receiving an Annual Incentive Payment for that year, and it shall make no claim(s) against the City resulting from such forfeiture and failure to file returns as required hereunder.

Section 3. Enterprise Payback Provision in the Event of Default. The Enterprise and the City agree that the Annual Incentive Payment herein is offered and provided as an inducement for the Enterprise to expand its business operations in Hilliard and create and maintain a certain level of jobs and payroll taxes to the City, for at a minimum, the duration

of the Term. If the Enterprise relocates its operations to a location outside the corporate boundaries of Hilliard during the Term, or if the Enterprise ceases operations in the City during the Term, the parties acknowledge and agree that this Agreement is lacking in consideration and the Enterprise is in default in performance of the terms and conditions of this Agreement. Therefore, if the Enterprise relocates outside Hilliard or ceases operations in Hilliard prior to the end of the Term, and if the City has granted and provided one or more Annual Incentive Payments to the Enterprise for one, any or all prior years of the Term, then the Enterprise shall make restitution and reimbursement to the City in an amount equal to the combined three most recent Annual Incentive Payment provided to the Enterprise, or the total of such Credits provided if less than three Annual Incentive Payments have been provided to the Enterprise by the City (the “Reimbursement”). The Reimbursement is due and shall be paid to the City (to the attention of the Finance Director) in full immediately upon Default. “Ceasing operations” is defined herein as the Enterprise no longer using the services of its employees, contractors, agents or volunteers in Hilliard to transact Enterprise business for which it seeks to be compensated in one form or another. An empty building with no staff except security, cleaning and grounds maintenance staff or services (or less than that) shall, in addition to the prior statement, meet the definition of “ceasing operations” as defined herein.

If the Enterprise is in Default of this Agreement, the Enterprise shall report this default in any and all applications that it, its parent company, subsidiary or affiliate, makes to, or for, any local, county or state financial assistance, including but not limited to loans, grants, tax credits or exemptions sought for the purposes of economic development. The City shall also report the default to the Ohio Department of Development and to JobsOhio.

Section 4. Records, Access and Maintenance. The Enterprise shall establish and maintain, during the term and for at least four (4) years from the termination of the Term herein, such reports and records required to account for the New Jobs and all relevant supporting documentation that would be required in an audit for these purposes. The parties further agree that records required with respect to any questioned costs, audit disallowances, litigation or dispute between the City and the Enterprise shall be maintained for the time needed for the resolution of said question, and that in the event of early termination of this Agreement, or if for any other reason the City shall require a review of the records related to the Project, the Enterprise shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation. The Enterprise agrees to pay the costs of a one-time audit to determine the accuracy of creating and maintaining jobs and the Minimum Payroll Taxes to be paid, if such an audit is requested by the City during the Term of this Agreement.

Section 5. Miscellaneous Provisions

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing. For purposes of this Agreement, notices shall be addressed to:

(i) the City at: City of Hilliard, Ohio
Director of Economic Development
3800 Municipal Way
Hilliard, Ohio 43026

(ii) Enterprise at: _____
Attn: _____

with a copy to: _____

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions; No Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the City or Enterprise in other than his or her official capacity. No official executing or approving the City’s or Enterprise’s participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be binding upon and inure to the benefit of Enterprise and its successors and assigns, and to the extent permitted by law, this Agreement shall be binding and inure to the benefit of the City and its successors and assigns.

(d) Amendments. This Agreement may be amended by written agreement only, duly executed by the City and Enterprise, and approved by the Hilliard City Council if required.

(e) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
- (iii) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

(f) Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and Enterprise, its parent, subsidiaries, corporate affiliates, successors or assigns, employees and agents, arising out of or relating to this Agreement, default or its breach, shall be decided in a court of competent jurisdiction within Franklin County, Ohio.

(g) Survival of Representations and Warranties. All representations and warranties of the Enterprise and the City in this Agreement shall survive the execution and delivery of this Agreement.

(h) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(i) Effectiveness of Agreement. This Agreement shall be effective only upon the passage and effectiveness of legislation by Hilliard City Council authorizing the signature hereto by the City’s Director of Economic Development. This Agreement is effective upon signature by the City.

(j) Tax Disclosure Form. Contemporaneously with the signing of this Agreement, the Enterprise shall sign and submit the attached Tax Information Disclosure Authorization to the City. Failure by the Enterprise to execute the Tax Information Disclosure Authorization shall result in any and all Annual Incentive Payments earned, owed, or owing to the Enterprise, to be forfeited.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, all as of the day and date first set forth above.

CITY OF HILLIARD, OHIO

THE ECO PLUMBERS

By: _____

By: _____

Michelle Crandall

Printed: _____

City Manager

Title: _____

APPROVED AS TO FORM:

Philip Hartmann, Law Director

Attachment 1
CITY OF HILLIARD, OHIO
APPLICATION FOR ANNUAL INCENTIVE PAYMENT
Due by June 15th for each year of the Agreement Term

1. Name of Business: _____
2. Address in Hilliard: _____
3. Mailing address if different from above: _____
4. Incentive Agreement Terms: ____% of local wage withholding taxes paid for prior year for a term of _____ years.
5. Term of Agreement: From _____ to _____, 20____.
6. You are applying for Tax Accrual Year 20_____
7. Tax ID: _____
8. Number of Employees as of December 31, 20____: _____
Increase over prior year: _____ Decrease over prior year: _____
9. Base Withholding amount for the tax year identified in number 5 above is _____ per the Agreement.
10. Actual Amount of Wage Withholding Taxes paid to Hilliard for the year identified in number 6 above was \$ _____.
11. Per the Agreement, Enterprise’s Incentive Credit is estimated to be \$ _____.



I certify that the information provided above is true and accurate pursuant to the generally acceptable accounting and financial practices of our Company.

Signature of Applicant: _____

Title: _____

Print Name: _____ Date: _____

Phone number and e-mail for Signatory above: _____

Return to: David Delande, Finance Director, 3800 Municipal Way, Hilliard OH 43026 or e-mail to ddelande@hilliardohio.gov. He can be reached at (614) 334-2354.

TAX INFORMATION DISCLOSURE AUTHORIZATION

_____. (the "Enterprise") irrevocably authorizes the Tax Administrator of the City of Hilliard, Ohio or any agent designated by the Tax Administrator, to disclose to the Director of Finance of the City of Hilliard, Ohio, the amounts of taxes paid or the outstanding liabilities owed, for taxes imposed under Chapter 181 of the City of Hilliard's Codified Ordinances, for purposes of determining the eligibility to receive an Annual Incentive from the City, and the amount thereof, under the terms and conditions of that certain Economic Development Agreement ("Agreement") entered into on _____ by Enterprise and the City of Hilliard, Ohio (the "Authorization"). This Authorization shall be in effect for the term of the Agreement.

Enterprise expressly waives notice of the disclosure(s) to the Director of Finance by either the Tax Administrator or by any agent designated by the Tax Administrator. Enterprise expressly waives the confidentiality provisions of the Ohio law which would otherwise prohibit disclosure and agrees to hold the Tax Administrator and his/her agents harmless with respect to the limited disclosure authorized herein.

This Authorization is to be liberally interpreted and construed. Any ambiguity shall be resolved in favor of the Tax Administrator of the City of Hilliard, Ohio, or the authorized agents thereof.

This Authorization is binding on any and all Company heirs, beneficiaries, survivors, assigns, Executors, administrators, successors, receivers, trustees, or other fiduciaries.

A photocopy of this Authorization is as valid as the original. The person signing below verifies that he/she is a Company representative authorized to bind Enterprise to this Authorization.

By: _____
Its: _____
Print Name: _____
Date: _____

Council Memo: Legislation (22-R-91)

Subject: PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive
From: Michelle Crandall, City Manager
Initiated by: John Talentino, City Planner
Date: November 14, 2022

Executive Summary

This is a request to amend the Mill Run PUD Development Plan and Text for the site at 3861 Park Mill Run Drive just west of Fishinger Boulevard. This property was included in the original Mill Run PUD zoning plan and has been approved for restaurant uses. The PUD text modification will add permitted uses consistent with a shopping center, including event center, and establish standards concerning setbacks, landscaping, site lighting, signage, and architecture.

Staff Recommendation

Staff recommends that the proposed PUD text amendment be approved to allow for the conversion of the space from a restaurant to banquet facility and will result in improvements to the building's architecture and outdoor patio space.

Background

In July 1985 (Ordinance No. 85-43), the Mill Run PUD was established for nearly 200 acres located on the east side of I-270. As part of the area's retail development, City Council approved Resolution No. 94-C-09 on April 25, 1994, which proposed a development plan for the construction of a TGI Friday's restaurant. Since that time, the original restaurant has changed names to Lunada but the PUD, as approved, only permits a restaurant use. In November 2021, the property transferred to the current owner who is proposing to renovate the vacant restaurant for use as a small events center. As proposed, interior modifications would be made to the building, as well as improvements to the building's architecture. The existing site plan (parking, etc.) would remain the same. On October 13, 2022, the Planning and Zoning Commission approved the proposed PUD Final Development Plan and forwarded a positive recommendation to Council concerning the proposed PUD text modification (7-0).

Financial Impacts

Approval of the PUD text modification request has no financial impact.

Expected Benefits

The proposed PUD text amendment will allow for the redevelopment/reuse of the former restaurant site that has been vacant, will allow a wider range of permitted uses, and will establish appropriate development standards.

Attachments

- Site Plan and Renderings – 3861 Park Mill Run Drive
- Planning and Zoning Commission Record of Action – October 13, 2022
- Planning and Zoning Commission Minutes (draft) – October 13, 2022



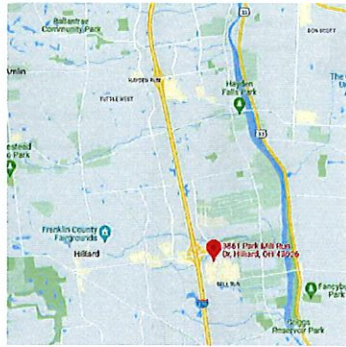
Orange frog Design Gr.
411 Meditation Lane
Columbus, Ohio 4322
P 614.578.1707

Attachment: Site Plan & Renderings 3861 Park Mill Run Drive (22-R-91) : PUD Modification - Mill Run PUD -

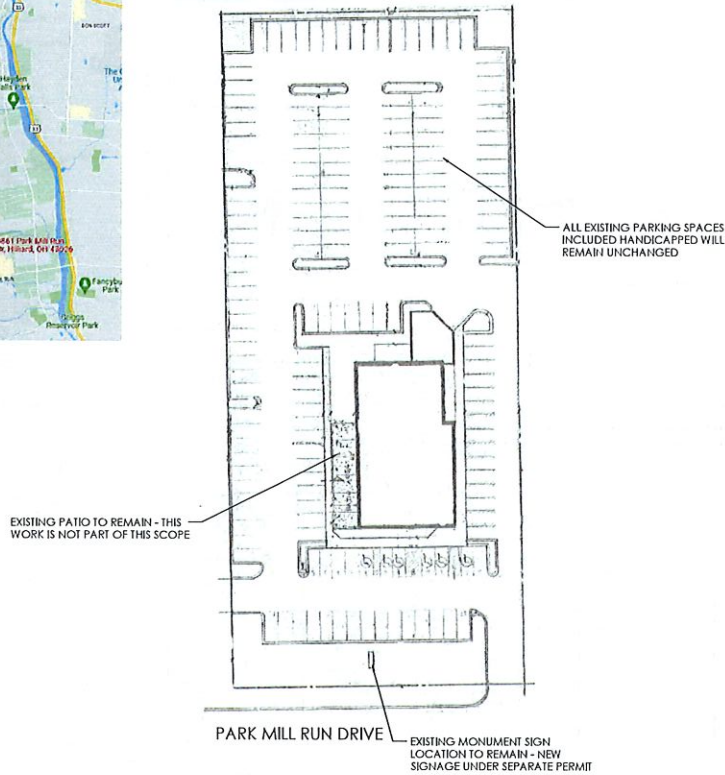
MILLRUN EVENT CENTER

3861 PARK MILL RUN DRIVE HILLIARD, OHIO 43026

LOCATION MAP



SITE PLAN



ARCHITECTURAL SHEET INDEX

- A000 COVER
- A001 CODE SHEET
- A002 EGRESS PLAN
- A301 OVERALL FLOOR PLAN
- A302 REFLECTED CEILING PLAN
- A303 INTERIOR ELEVATIONS & RENDERINGS
- A401 EXTERIOR RENDERED ELEVATIONS
- A402 EXTERIOR RENDERED ELEVATIONS
- A501 INTERIOR BUILDING SECTIONS
- A601 WALL SECTIONS & CEILING DETAILS
- AB01 DOOR, WINDOW, FINISH SCHEDULES & DETAILS

MEP SHEET INDEX

- P001 PLUMBING DETAILS
- P101FD PLUMBING-FIRE FIRST FLOOR DEMO WORK PLAN
- P101FN PLUMBING-FIRE FIRST FLOOR NEW WORK PLAN
- P101D PLUMBING FIRST FLOOR DEMO WORK PLAN
- P102D PLUMBING ROOF DEMO WORK PLAN
- P101N PLUMBING FIRST FLOOR NEW WORK PLAN
- P102N PLUMBING ROOF NEW WORK PLAN
- P301 PLUMBING DETAILS
- P302 PLUMBING DETAILS
- P401 PLUMBING DETAILS
- H001 HVAC DETAILS
- H101D HVAC FIRST FLOOR DEMO WORK PLAN
- H102D HVAC ROOF DEMO WORK PLAN
- H101N HVAC FIRST FLOOR NEW WORK PLAN
- H102N HVAC ROOF NEW WORK PLAN
- H301 HVAC HOOD DETAILS
- H302 HVAC HOOD DETAILS
- H303 HVAC HOOD DETAILS
- H304 HVAC HOOD DETAILS
- H305 HVAC HOOD DETAILS
- H306 HVAC DETAILS
- H307 HVAC DETAILS
- E001 ELECTRICAL DETAILS
- E101D ELECTRICAL FIRST FLOOR DEMO WORK PLAN
- E102D ELECTRICAL ROOF DEMO WORK PLAN
- E101N ELECTRICAL FIRST FLOOR NEW WORK PLAN
- E301 ELECTRICAL DETAILS & ONE-LINE
- E302 ELECTRICAL ROOF NEW WORK PLAN
- E303 ELECTRICAL PANELBOARDS
- E304 ELECTRICAL PANELBOARDS
- E305 ELECTRICAL PANELBOARDS
- E306 ELECTRICAL PANELBOARDS
- E307 ELECTRICAL DETAILS

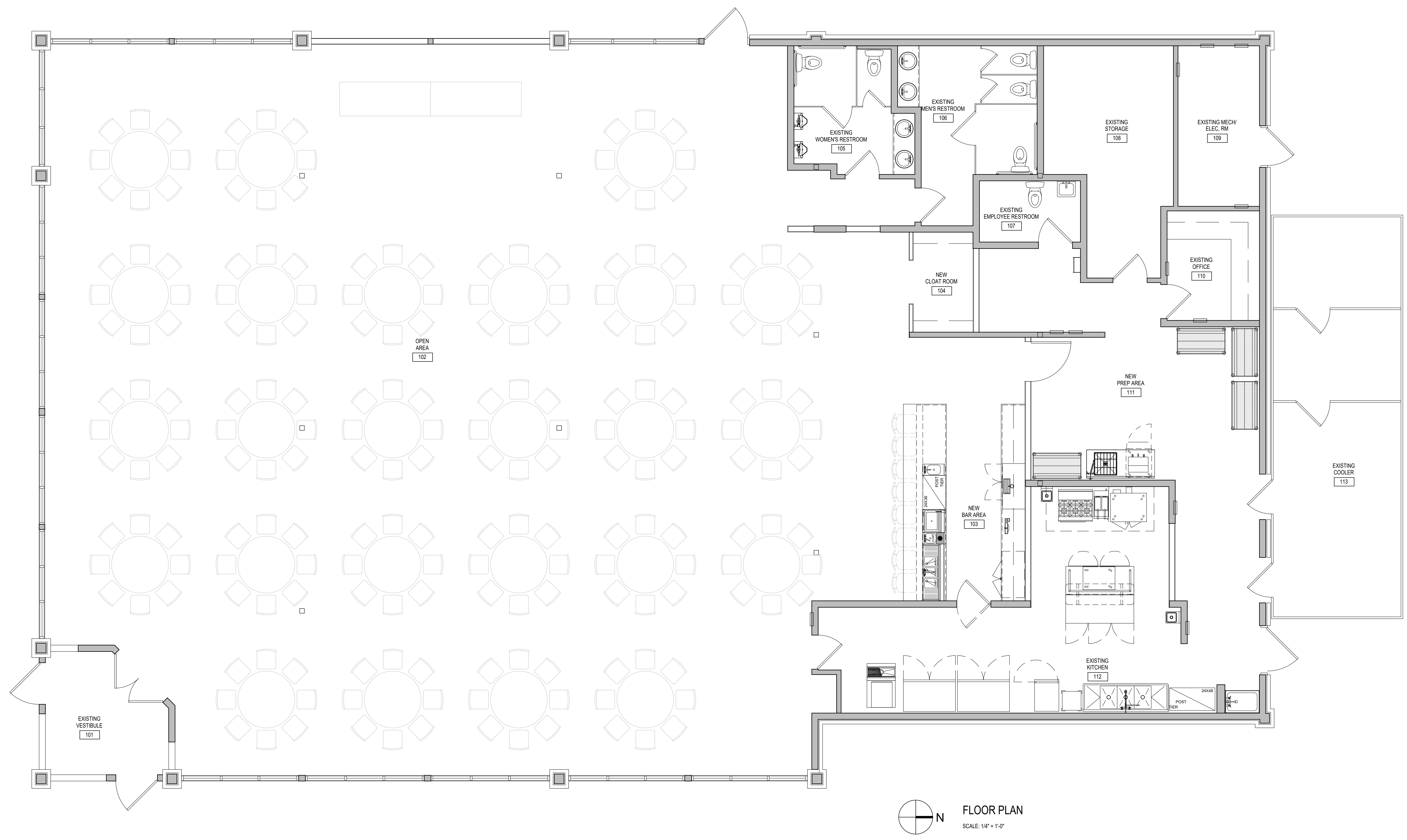
PROJECT INFORMATION

ISSUED FOR: CONSTRUCTION DOCUMENTS
 DATE OF ISSUE: 6.7.2022
 PROJECT NUMBER: 2021-47



COVER SHEET

A000



FLOOR PLAN
SCALE: 1/4" = 1'-0"

Attachment: Site Plan & Renderings 3861 Park Mill Run Drive (22-F-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)





Attachment: Site Plan & Renderings 3861 Park Mill Run Drive (22-F-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)





Attachment: Site Plan & Renderings 3861 Park Mill Run Drive (22-F-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)





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Orange frog Design Group

411 MEDITATION LANE COLUMBUS, OHIO 43235

PROJECT: MILLRUN EVENT CENTER

RENDERING

4.03.2022



Attachment: Site Plan & Renderings 3861 Park Mill Run Drive (22-F-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)





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Orange frog Design Group

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Orange frog Design Group

411 MEDITATION LANE COLUMBUS, OHIO 43235

PROJECT: MILLRUN EVENT CENTER

RENDERING

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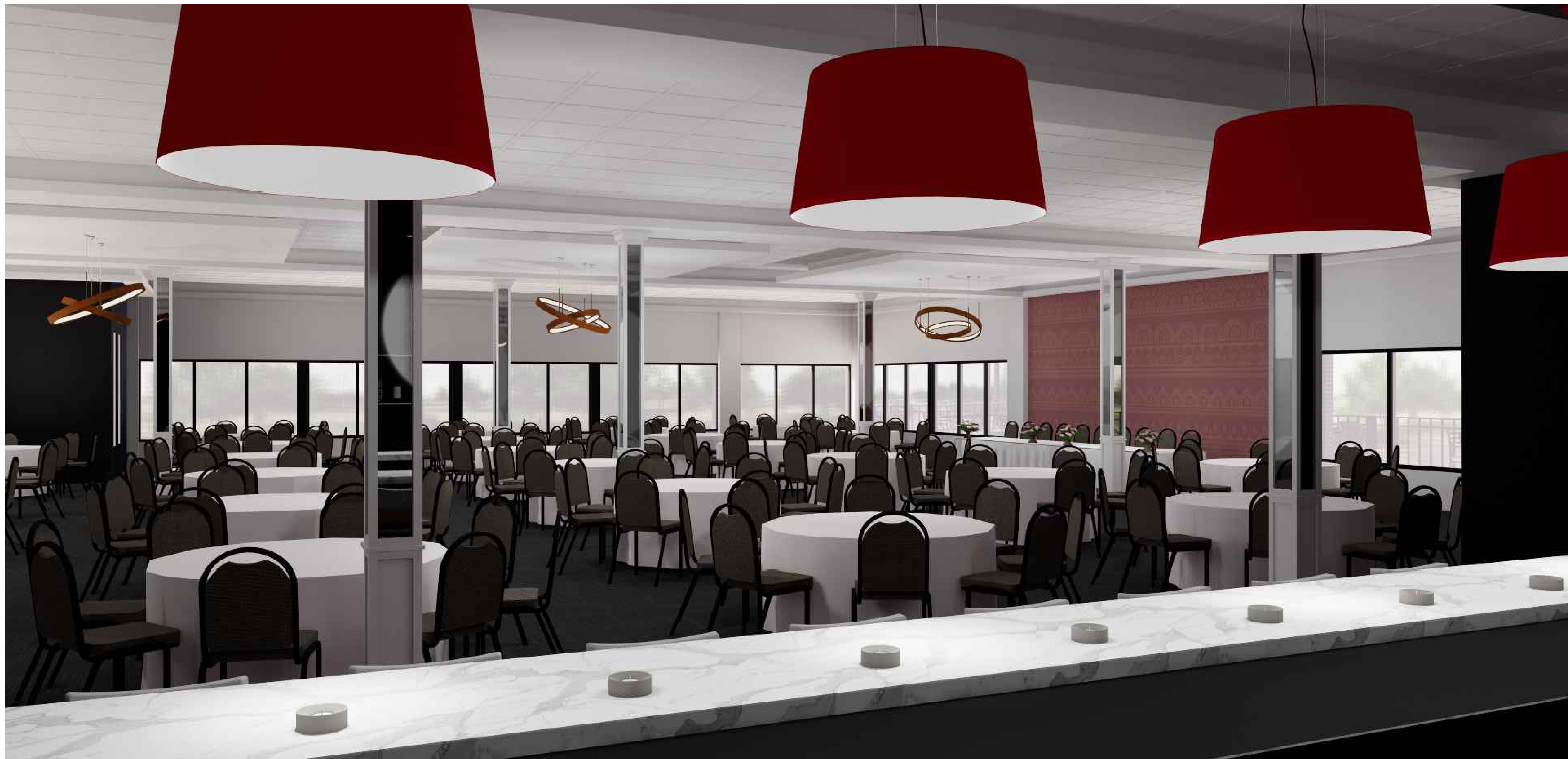
Attachment: Site Plan & Renderings 3861 Park Mill Run Drive (22-F-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)





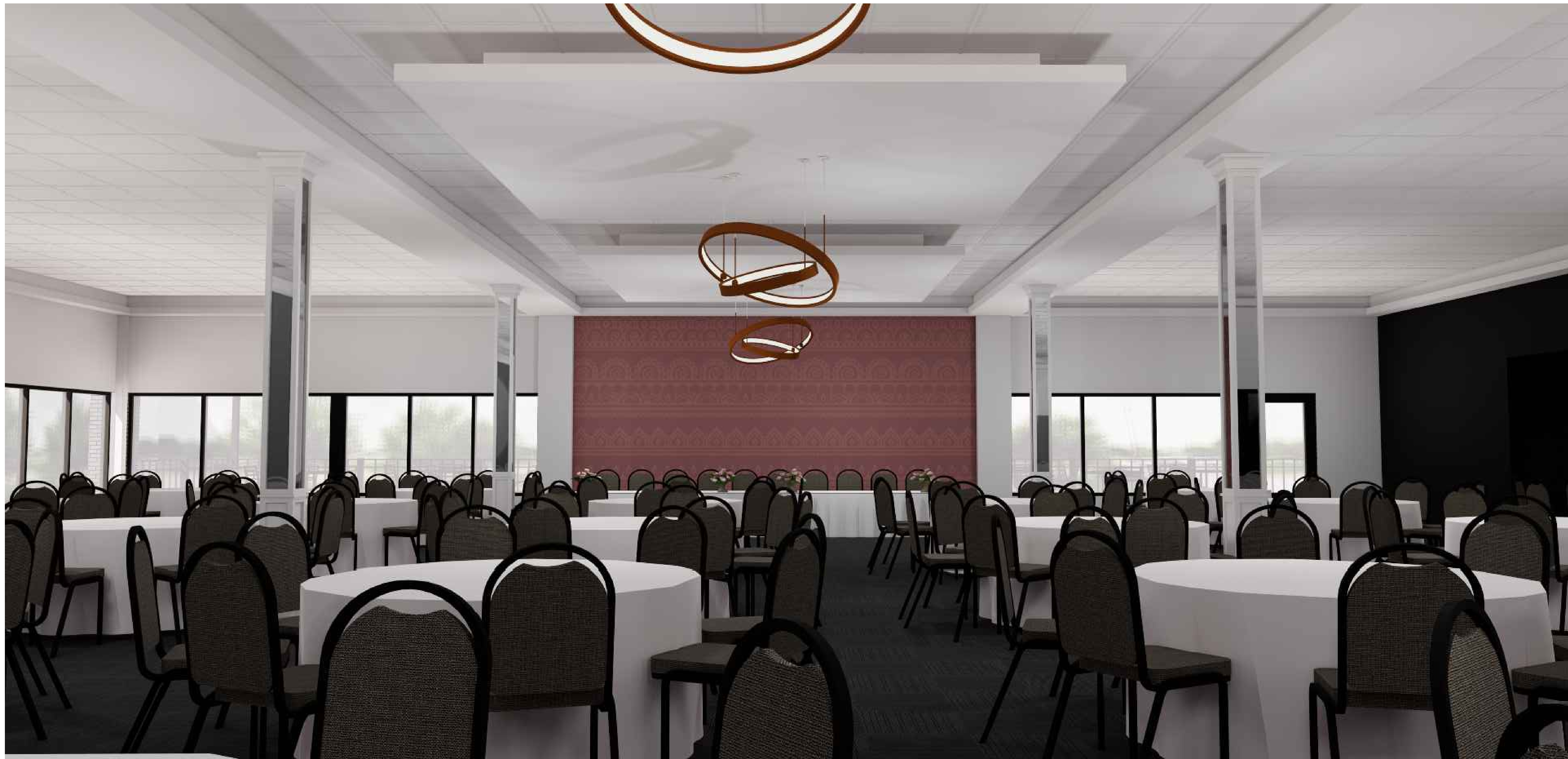
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RECORD OF ACTION



Planning & Zoning Commission

City Hall • 3800 Municipal Way • Hilliard, Ohio 43026
and Live-Streaming on YouTube

Thursday, October 13, 2022 | 7:00 pm

CASE 3: PZ-22-57 – MILL RUN EVENT CENTER – 3861 Park Mill Run Drive

PARCEL NUMBER: 050-007350

APPLICANT: Five Friends, LLC., 4174 Glynwater Lane, Hilliard, OH 43026; c/o Gursimer Singh, 3861 Park Mill Run Drive, Hilliard, OH 43026.

REQUEST: Review and approval of a PUD modification and a revised PUD Final Development Plan under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text.

The Planning and Zoning Commission took the following action at this meeting:

MOTION 1 (PUD TEXT MODIFICATION):

Ms. Nixon made a motion to approve a PUD text modification under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text.

Mr. Uttley seconded the motion.

VOTE:

Chairman Muether	Yes
Vice Chair Schneck	Yes
Mr. Gutknecht	Yes
Mr. Lewie	Yes
Ms. Nixon	Yes
Mr. Pannett	Yes
Mr. Uttley	Yes

STATUS:

Case #3: PZ-22-57 was approved (7-0) and will be forwarded to City Council with a positive recommendation.

MOTION 2 (FINAL DEVELOPMENT PLAN):

Ms. Nixon made a motion to approve the revised Final Development Plan under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text with two conditions:

- 1) That the proposed PUD modification is approved by City Council; and
- 2) That a Zoning Certificate is obtained prior to operation of the approved use.

Mr. Uttley seconded the motion.

VOTE:

Chairman Muether	Yes
Vice Chair Schneck	Yes
Mr. Gutknecht	Yes
Mr. Lewie	Yes
Ms. Nixon	Yes
Mr. Pannett	Yes
Mr. Uttley	Yes

STATUS:

Case #3: The Final Development Plan for PZ-22-57 was approved (7-0) with two conditions.

CERTIFICATION:



 Carson Combs, Planning Manager
 October 14, 2022

[END OF RECORD]

There were no questions for staff; Mr. Warnock indicated that the Westwood Collective would be the developer and owner of the building and the public-private park space called the Yard. He said that Joe and Jenny Hollobaugh are Hilliard residents and would be the operator of the winery.

Mr. Pannett, seconded by Chairman Muether, made a motion to approve a variance to Hilliard Code Section 1127.03 to reduce required parking for a 4,300-square-foot winery, 700-square-foot covered patio and related outdoor dining and open space with two conditions:

- 1) That spaces along Franklin Street be integrated into the design as public parking; and
- 2) That the proposed parking concept, as demonstrated herein, be approved with the understanding that final parking numbers may be adjusted slightly based upon final detailed engineering, subject to staff approval.

Status:	Approved (7-0) with two conditions.
Mover:	Tom Pannett
Seconded:	Chairman Jay Muether
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Chris Lewie, Tracey Nixon, Tom Pannett, Eric Gutknecht, William Uttley.

CASE 3: PZ-22-57 – MILL RUN EVENT CENTER – 3861 Park Mill Run Drive
PARCEL NUMBER: 050-007350
APPLICANT: Five Friends, LLC., 4174 Glynwater Lane, Hilliard, OH 43026; c/o Gursimer Singh, 3861 Park Mill Run Drive, Hilliard, OH 43026.
REQUEST: Review and approval of a PUD modification and a revised PUD Final Development Plan under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text.

[Mr. Talentino gave the staff report]

BACKGROUND:

The site is 1.94 acres within the Mill Run PUD located on the north side of Park Mill Run Drive approximately 550 feet west of Fishinger Boulevard. On April 25, 1994, Council approved a resolution (#94-C-09) modifying the Mill Run PUD to accommodate a TGI Friday’s restaurant on this site. The original restaurant development plan was approved in 1994. On November 8, 2001, the Planning and Zoning Commission approved a revised PUD Final Development Plan for exterior renovations to the existing building. The applicant is now requesting approval of a modification of the Mill Run PUD concerning permitted uses, setbacks, landscaping, lighting, signage, and architectural standards for this site.

COMMISSION ROLE:

The Commission is to review the proposal for conformance to the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan. The Code specifically provides the following requirements for making modifications to an approved PUD Final Development Plan, development text or zoning map in Section 1117.06 of the Code:

- The proposed development is consistent with the purpose of the PUD in Section 1117.01;
- The proposed development meets the qualifying conditions as outlined in Section 1117.02;
- The PUD is consistent with the recommendations of the Hilliard Comprehensive Plan;
- The development is compatible with the existing and intended uses surrounding the site;

- The design and layout is harmonious with the natural character of the site and surrounding area and employs best management practices to ensure their conservation;
- The proposed development does not place undue burdens on public facilities and services;
- The PUD includes uses or conditional uses that are not injurious to public health, safety and welfare;
- The development conforms to the requirements of the Code unless specifically modified and approved;
- The final development plan is substantially consistent with the approved Concept Plan for the PUD; and
- Approval will result in a recognized and substantial benefit to the users of the project and the community in a way not otherwise feasible under conventional zoning.

Following a recommendation by the Commission, a resolution for the proposed PUD text modification will be forwarded to City Council for review and approval. The proposed change in use will become effective 60 days following Council's approval, and the PUD final development plan will take effect at that time.

STAFF RECOMMENDATION: MOTION 1 (PUD TEXT MODIFICATION)

Staff finds that the proposed PUD modification is consistent with the approved PUD Concept Plan which permits retail and other commercial uses, and the original PUD Development Plan which permitted commercial uses for this site. Staff finds that the proposed use is generally consistent with the approved restaurant use. Staff finds that such modification is not in conflict with the general health, safety and welfare of the public or the development standards of the PUD district. Based on these findings, staff recommends approval of the proposed PUD modification as proposed.

STAFF RECOMMENDATION: MOTION 2 (FINAL DEVELOPMENT PLAN)

Staff finds that the proposed PUD Final Development Plan is consistent with the provisions of the proposed PUD Development Text. Based on this finding, staff recommends approval of the proposed PUD Final Development Plan with the following two conditions:

- 1) That the proposed PUD modification is approved by City Council; and
- 2) That a Zoning Certificate is obtained prior to operation of the approved use.

CONSIDERATIONS:

- The approved PUD plan permits a 6,830-square-foot restaurant use for this site.
- The approved development standards including building setbacks, pavement setbacks, building height, lot coverage, landscaping, and site lighting are as shown on the approved PUD Final Development Plan.
- The existing building is set back approximately 105 feet from the Park Mill Run Drive right-of-way line, 42 feet from the east property line, 228 feet from the north property line, and 85 feet from the west property line. The existing vehicular use area is set back 30 feet from the Park Mill Run Drive right-of-way line, 0 feet from the east property line, 3 feet from the north property line, and 0.5 feet from the west property line. The site plan shows 173 parking spaces including 6 handicap accessible spaces.

PROPOSED TEXT MODIFICATION:

- **Sections A.1 and A.2.** The proposed PUD modification includes the following permitted uses: event center (assembly and reception hall) with food and bar service, hotels (except for economy or extended stay hotels which shall be prohibited), offices, general retail businesses with less than 15,000 square feet of usable floor area, personal services, commercial schools and studios, training centers (including corporate, engineering, and sales), bars and taverns, and restaurants without drive-through facilities. Conditional uses include general retail businesses with 15,000 square feet or more of usable floor area; and restaurants with drive-through facilities.
- **Section B.1.** The proposed text requires a minimum height of three floors and a maximum height of 6 floors for hotels, and all other uses have a maximum height of 45 feet.

- **Section B.2.** The proposed text requires minimum building and pavement setbacks are as follows: setbacks from Park Mill Run Drive shall be 75 feet for buildings and 30 feet for parking; setbacks from side property lines shall be 20 feet for buildings and 0 feet for parking; setbacks from the rear property line shall be 20 feet for buildings and 3 feet for vehicular use area; and side and rear building setbacks shall be increased by two feet for each foot of additional building height above 45 feet.
- **Section B.3.** The proposal includes architectural renderings that demonstrate the level of quality of design and exterior materials for all buildings. All buildings shall have a consistent finish on all sides and shall be consistent with the level quality of architectural design and exterior materials as shown on the approved renderings included in this text; individual walls shall be articulated with fenestration, patterns, and structural expression on all sides of the building; the amount of fenestration shall be balanced with the amount of solid façade; any roof-mounted mechanical equipment shall be screened to the height of the equipment with materials that are architecturally compatible with the rooftop and the aesthetic character of the building.
- **Section B.4.** The proposal states that off-street parking and loading shall meet the provisions of the Hilliard Code.
- **Sections B.5 and B.6.** The proposal states that site lighting and landscaping shall meet the provisions of the Hilliard Code and the Hilliard Design Manual.
- **Section B.7.** The proposal states that signage shall meet the provisions of the Hilliard Code unless otherwise approved by the Planning and Zoning Commission as part of a comprehensive signage plan for the site.

PROPOSED PUD FINAL DEVELOPMENT PLAN:

- The proposed plans show conceptual site plan, floor plans, and building elevations for an event center use.
- The proposed plans demonstrate conformance to the provisions of the proposed PUD Development Text concerning building height, setbacks, architecture, parking and loading, site lighting, landscaping, and signage.
- The proposed plans show a maximum occupancy of 333 persons. Required parking is 111 spaces based on one space for every 3 persons allowed within the maximum occupancy load. The site has 173 existing parking spaces.
- The proposed plans indicate the existing brick will be painted white (Sherwin Williams SW7006 “Extra White”) and black (Sherwin Williams SW7674 “Peppercorn”), blue fabric awnings will be installed over the windows on the south and east elevations, and black aluminum storefront windows framing will replace the existing.

[END OF REPORT | PZ-22-57]

Mr. Gursimer Singh was present to represent the applicant, Five Friends, LLC.; Mr. Uttley inquired if the event center would have a liquor license, and Mr. Singh said they are working on that and are in the process of making renovations. He also answered Mr. Pannett and noted that there are no plans for an outdoor venue at this location. He said, however, that they plan to cover the existing patio.

MOTION 1 (PUD TEXT MODIFICATION):

Ms. Nixon, seconded by Mr. Uttley, made a motion to approve a PUD text modification under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text.

Status:	Approved (7-0). [A positive recommendation will be forwarded to City Council]
Mover:	Tracey Nixon
Seconder:	William Uttley
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Tom Pannett, Chris Lewie, Tracey Nixon, Eric Gutknecht, William Uttley

MOTION 2 (FINAL DEVELOPMENT PLAN):

Ms. Nixon, seconded by Mr. Uttley, made a motion to approve the revised Final Development Plan under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text with two conditions:

- 1) That the proposed PUD modification is approved by City Council; and
- 2) That a Zoning Certificate is obtained prior to operation of the approved use.

Status:	Approved (7-0) with two conditions.
Mover:	Tracey Nixon
Seconded:	William Uttley
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Tom Pannett, Chris Lewie, Tracey Nixon, Eric Gutknecht, William Uttley

CASE 4: PZ-22-58 – BURDGE PROPERTY – 3809 Cemetery Road

PARCEL NUMBERS: 050-004916 (Blue Crystal Acres Subdivision)

APPLICANT: Jeremy and Angela Burdge, 3789 Cemetery Road, Hilliard, OH 43026; c/o Blake Rafeld, Blake Rafeld & Associates, 3504 Colchester Road, Columbus, OH 43221.

REQUEST: Review and approval of a revised final development plan in accordance with Chapter 1117 and the Mill Run PUD Development Plan and Text for the construction of a Horticultural Display Garden consisting of 10 parking spaces, a 1,500-square-foot storage building and landscaped grounds on 1.32 acres.

[Mr. Combs gave the staff report]

BACKGROUND:

The site is 1.32 acres within the Mill Run PUD located on the south side of Cemetery Road approximately 100 feet east of Fishinger Boulevard. The site has an existing single-family dwelling that was built in 1966 and was most recently used as a real estate office. On July 08, 1985, Council approved an ordinance (85-43) creating the Mill Run PUD on 206 acres. On April 25, 1988, Council approved a resolution (88-C-18) modifying the Mill Run PUD and including the subject site in the Office Subarea. Code Enforcement has been working to address property maintenance issues regarding the building for nearly four years. The applicant (adjacent residence to the east) purchased the property in March of this year and is working to improve the property.

The applicant is now requesting approval of a modification of the Mill Run PUD to establish permitted uses and standards since the property has no current PUD text and the house (previously used as an office) is slated to be demolished due to its condition. The requested PUD Final Development Plan is also proposed to install a horticultural garden that includes a storage building with teaching space, existing driveway and proposed parking and landscaping.

COMMISSION ROLE:

The Commission is to review the proposal for conformance to the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan. The Code specifically provides the following requirements for making modifications to an approved PUD Final Development Plan, development text or zoning map in Section 1117.06 of the Code:

- The proposed development is consistent with the purpose of the PUD in Section 1117.01;
- The proposed development meets the qualifying conditions as outlined in Section 1117.02;



Resolution: 22-R-91

Adopted:

Page 1 of

Effective:

APPROVING CHANGES TO THE PLANNED UNIT DEVELOPMENT (PUD) TEXT FOR ±1.94 ACRES LOCATED ON THE NORTH SIDE OF PARK MILL RUN DRIVE APPROXIMATELY 550 FEET WEST OF FISHINGER BOULEVARD KNOWN AS THE MILL RUN EVENTS CENTER AS PART OF THE MILL RUN DEVELOPMENT (“PUD”) PLAN AND TEXT FOR EXPANDED PERMITTED AND CONDITIONAL USES AND MODIFIED DEVELOPMENT STANDARDS.

WHEREAS, City Council approved a Planned Unit Development District (“PUD”) consisting of 199.4 acres of land for the Mill Run PUD by passage of Ordinance No. 85-43, effective July 8, 1985 (known as the “Mill Run PUD”); and

No.

WHEREAS, City Council approved Resolution 94-C-09 on April 25, 1994, for the development plan of a 6,830-square-foot restaurant operated as TGI Friday’s; and

WHEREAS, the land, identified by the Franklin County Auditor as parcel number 050-007350, the graphical exhibit of which is depicted on Exhibit “A” attached hereto and incorporated by reference herein (the “Property”) consists of the former Lunada Mexican Grill & Cantina; and

WHEREAS, Five Friends LLC. (the “Owner”) owns the land located at 3861 Park Mill Run Drive (the “Property”), located on the north side of Park Mill Run Drive, approximately 550 feet west of Fishinger Boulevard; and

WHEREAS, the Owner submitted application number PZ-22-57 to the Planning and Zoning Commission to seek approval of a modification to the Mill Run PUD Development Plan and Text to expand permitted and conditional uses, as well as to establish applicable development standards; and

WHEREAS, staff finds that the proposal is consistent with the approved PUD Concept Plan and that such modification is not in conflict with the general health, safety and welfare of the public or the development standards of the Planned Unit Development District; and

WHEREAS, at its regularly scheduled and advertised meeting on October 13, 2022, the Planning and Zoning Commission voted to forward a favorable recommendation to City Council to modify the Mill Run PUD to include permitted and conditional uses, as well as applicable development standards for the Property; and

WHEREAS, a copy of the amended portions of the Development Text for the Mill Run PUD is **attached** hereto as Exhibit “A” and incorporated herein by reference (the “Mill Run PUD Development Plan and Text”).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. The Mill Run PUD Development Text for the property at 3861 Park Mill Run Drive is amended by adding additional permitted and conditional uses and related development standards for the Property.

SECTION 2. The amended Development Text, **attached** hereto as **Exhibit “A”** and incorporated herein by reference, is approved and shall hereafter be included in the Mill Run PUD Development Plan and Text.

SECTION 3. This Resolution is effective at the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 22-R-91					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-91** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC

Franklin County Auditor's Office

Auditor Michael Stinziano

Map Produced October 21, 20:

Planimetric Legend

- Source: 2021 Aerial Photography
- Edge of Pavement
 - Roadway Centerlines
 - Railroad Centerlines
 - Building Footprints
 - Building Under Construction
 - Creeks, Streams, Ditches
 - Rivers & Ponds

Topographic Legend

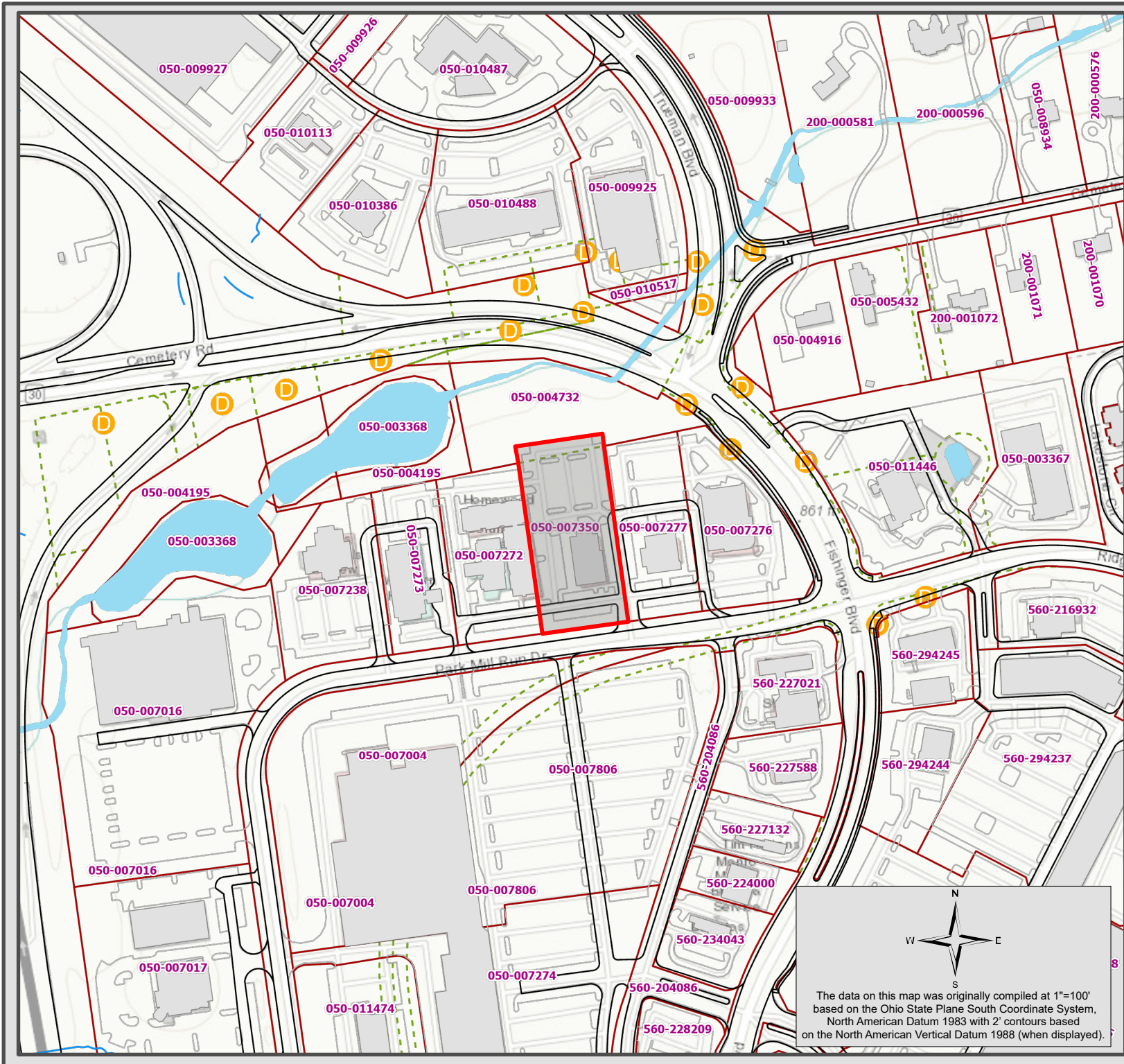
- Source: OSIP - 2019 LiDAR Collection
- Spot Elevation
 - Index Contour
 - Intermediate Contour

Appraisal Legend

- Source: Franklin County Auditor & Engineer
- Parcel IDs
 - Parcel Dimensions
 - Lot Numbers
 - Site Address
 - Parcel Boundary
 - Subdivision Boundary
 - Condominium Boundary
 - County Boundary
 - City or Village Boundary
 - Tax District Boundary
 - School District Boundary
 - Zip Code Boundary

This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained on this map. The county and the mapping companies assume no legal responsibility for the information contained on this map. Please notify the Franklin County Auditor's GIS Department of any discrepancies

For scaled maps, please visit the parcel viewer at <https://gis.franklincountyohio.gov/parcelviewer>



The data on this map was originally compiled at 1"=100' based on the Ohio State Plane South Coordinate System, North American Datum 1983 with 2' contours based on the North American Vertical Datum 1988 (when displayed).

Attachment: EXHIBIT A Mill Run PUD Development Text 3861 Park Mill Run Drive (1) (22-R-91) : PUD

Mill Run PUD Development
Text for 3861 Park Mill Run Drive

Application Number: PZ-22-27
Property Location: 3861 Park Mill Run Drive
Parcel Number: 050-007350
Date: September 9, 2022

Introduction

The intent of this Planned Unit Development (PUD) text is to create a high-quality development with a range of potential uses that are compatible with development plans for the area. All development on this site shall conform to the provisions of the City of Hilliard Codified Ordinances and the Hilliard Design Manual. All site plans and building exterior elevation drawings shall be reviewed for approval as part of a PUD Final Development Plan by the Planning and Zoning Commission.

A. Uses

1. Permitted Uses:

- a. Event Center (Assembly and reception hall) with food and bar service
- b. Hotels except for economy or extended stay hotels which shall be prohibited
- c. Offices (including those for executive, administrative, medical, and similar professional activities)
- d. General retail businesses with less than 15,000 square feet of usable floor area
- e. Personal services
- f. Commercial schools and studios (including art, dance, martial arts, and music)
- g. Training centers (including corporate, engineering, and sales)
- h. Bars, taverns and restaurants serving alcoholic beverages
- i. Restaurants without drive-through facilities

2. Conditional Uses:

- a. General retail businesses with 15,000 square feet or more usable floor area
- b. Restaurants with drive-through facilities

B. Development Standards

1. Hotels shall have a height of not less than three stories and not more than six stories above finished grade. All other uses shall have a height of not more than 45 feet.
2. Minimum setbacks from Park Mill Run Drive shall be 75 feet for buildings and 30 feet for vehicular use areas. Minimum setbacks from side property lines shall be 20 feet for buildings and 0 feet for vehicular use areas. Minimum setbacks from rear property line shall be 20 feet for buildings and 3 feet for vehicular use areas. The side and rear building setbacks shall be increased by two feet for each foot of additional building height above 45 feet.

3. All buildings shall have a consistent finish on all sides and shall be consistent with the level of quality of architectural design and exterior materials as shown on the approved renderings included in this text. Individual walls shall be articulated with fenestration, 2 patterns, and structural expression on all sides of the building. The amount of fenestration shall be balanced with the amount of solid façade. Any roof-mounted mechanical equipment shall be screened to the height of the equipment with materials that are architecturally compatible with the rooftop and the aesthetic character of the building.
4. Off-street parking and loading shall meet the provisions of the Hilliard Code.
5. Site lighting shall meet the provisions of the Hilliard Code and the Hilliard Design Manual.
6. Landscaping shall meet the provisions of the Hilliard Code and the Hilliard Design Manual.
7. Signage shall meet the provisions of the Hilliard Code unless otherwise approved by the Planning and Zoning Commission as part of a comprehensive signage plan for the site.



Attachment: EXHIBIT A - Mill Run PUD Development Text 3861 Park Mill Run Drive (1) (22-R-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)





Attachment: EXHIBIT A - Mill Run PUD Development Text 3861 Park Mill Run Drive (1) (22-R-91 : PUD Modification - Mill Run PUD - 3861 Park Mill Run Drive)



Council Memo: Legislation (22-R-92)

Subject: PUD Modification - Mill Run PUD - 3809 Cemetery Rd
From: Michelle Crandall, City Manager
Initiated by: Carson Combs,
Date: November 14, 2022

Executive Summary

This is a request to amend the Mill Run PUD Development Plan and Text for the site at 3809 Cemetery Road just east of Trueman Boulevard. This residential property was included in the original Mill Run PUD zoning plan and designated as office. Since the time of the rezoning, the house and parking lot has been used as a small office. Over the past few years, Code Enforcement has been working to resolve property maintenance issues with the structure. The Burdge Family, who resides next door at 3789 Cemetery Road, purchased the property earlier this year and is working to enhance the property. The PUD text modification will allow for the creation of horticultural gardens with walking paths that would be used for private events only. As part of the proposed improvements, the existing residence will be removed.

Staff Recommendation

Staff recommends that the proposed PUD text amendment be approved to provide for the orderly development of this property that has had lingering code enforcement issues. The proposed text modification will allow for the construction of horticultural gardens, walking paths and a small storage building and gathering space.

Background

In July 1985 (Ordinance No. 85-43), the Mill Run PUD was established covering nearly 200 acres located on the east side of I-270. As part of the original zoning documents, the site at 3809 Cemetery Road was identified as an office subarea for the development. The residence, which sits behind the Mill Run development sign at the corner of Trueman Boulevard and Fishinger Road, was converted to a small office with limited parking. The site never redeveloped due to traffic and access issues, and the converted residence fell into disrepair. Code Enforcement has worked with multiple owners of the property to address the condition of the property. The Burdge family, who lives next door, purchased the property earlier this year in order to improve the condition of the property. The owners are proposing to remove the existing home/office and implement horticultural gardens and walking paths that could be used for private (invitation-only) events. On October 13, 2022, the Planning and Zoning Commission approved the PUD text modification request (7-0), as well as the proposed Final Development Plan.

A positive recommendation is being forwarded to City Council for final disposition; following the effective date of the PUD text modification, the applicant may obtain permits for construction according to the Final Development Plan.

Financial Impacts

Approval of the PUD text modification request has no financial impact.

Expected Benefits

The proposed PUD text amendment will allow for the orderly development of the property and remove an ongoing property maintenance issue.

Attachments

- Site Plan & Architecture – 3809 Cemetery Road
- Planning and Zoning Commission Record of Action – October 13, 2022
- Planning and Zoning Commission Minutes (draft) – October 13, 2022



Commercial Real Estate Due Diligence Management
3465 South Arlington Rd Suite E#183
Akron, OH 44312
866.290.8121
www.amnational.net

ALTA/NSPS Land Title Survey

for
Hilliard

3809 Hilliard-Cemetery Road
Hilliard, OH 43026
County of Franklin

SURVEYOR'S CERTIFICATION

To: Jeremy Burdge, Stewart Title Guaranty Company, and American National, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 7a, 7b, 7c, 8, 9, 13, 14, 16, 17, 18 of Table A thereof. The fieldwork was completed on April 11, 2022.

David W. Grant, PS Signature Date:
Ohio Professional Surveyor No. 8460
Date of Plat or Map: April 13, 2022
Date of Last Revision: April 14, 2022
Network Reference #20220603-1

Survey Prepared By:
North Coast Geomatics
173 Owosso Ave
Fairlawn, OH 44333
(614) 519-3011
dgrant@northcoastgeo.com
Job No. NCG 2739
Survey Updates: surveys@amnational.net

Legal Description

File No: 1572402

Situated in the State of Ohio, County of Franklin, and in the City of Hilliard and Township of Norwich:

Being 1,006 acres of Lot 10 and 0.227 acres out of Lot 11 as the same are designated and delineated upon the subdivision plat entitled "Re-Subdivision of Lots 10 Through 15 of Blue Crystal Acres Subdivision and shown of record in Plat Book 64, Page 56, Franklin County Recorder's office, Columbus, Ohio and said parcel of land being more particularly bounded and described as follows:

Beginning at an iron pin found at the Northeast corner of said Lot 10 and the Northeast corner of said Re-Subdivision;

Thence S 10 degrees 57' 18" E. With the East line of Lot 10, the East line of said Re-Subdivision and the West line of Lot 9 as conveyed to Dr. Jeremy and Angela Burdge, a distance of 310.00 feet to an iron pin found;

Thence S 79 degrees 02' 42" W. With the South line of Lot 10 and the South Line of said Re-Subdivision a distance of 200.00 feet (passing an iron pin found at 150.00 feet) to an iron pin set;

Thence with a line Through Lot 11, N 10 degrees 57' 18" W. a distance of 222.98 feet to an iron pin set in the South Right-of-way of Hilliard-Cemetery Road as Defined in said Re-Subdivision;

Thence Northeasterly, with the arc of a curve to the right having a radius of 452.45 feet, a central Angle of 24 degrees 26' 56", and chord that Bears N. 52 degrees 01' 57" E. a distance of 191.61 feet to an iron pin set on the North line of said Re-Subdivision;

Thence N. 79 degrees 02' 42" E. with the North line of said Re-Subdivision a distance of 29.31 feet to the point of Beginning and containing 1.283 acres of Land, more or less and subject to all right-of-way, Easements and restrictions, if any, of previous record .

The Bearings in the foregoing description are based on the South line of said Re-Subdivision as S 79 degrees 02' 42" W.

This Description was prepared by Vernon A. Rybski, Professional Surveyor No. 4041 from information Obtained from an actual field survey of the Premises conducted by P & L Systems, LTD, in July, 1989.

Parcel Number 050-004916-00

The surveyed property is the same property described in Stewart Title Guaranty Company Commitment No. 1572402, with an effective date of January 27, 2022 at 8:00 A.M.

Zoning Notes

Zoning report or letter to be provided to the surveyor by the client pursuant to Table A Items 6(a) and 6(b).

Flood Zone

By graphic plotting only, this property is entirely in Zone X-Unshaded (Area of Minimal Flood Hazard) of the Flood Insurance Rate Map, Community Panel No. 39049C0161K, which bears an effective date of June 17, 2008 and is not in a Special Flood Hazard Area.

Encroachment Statement

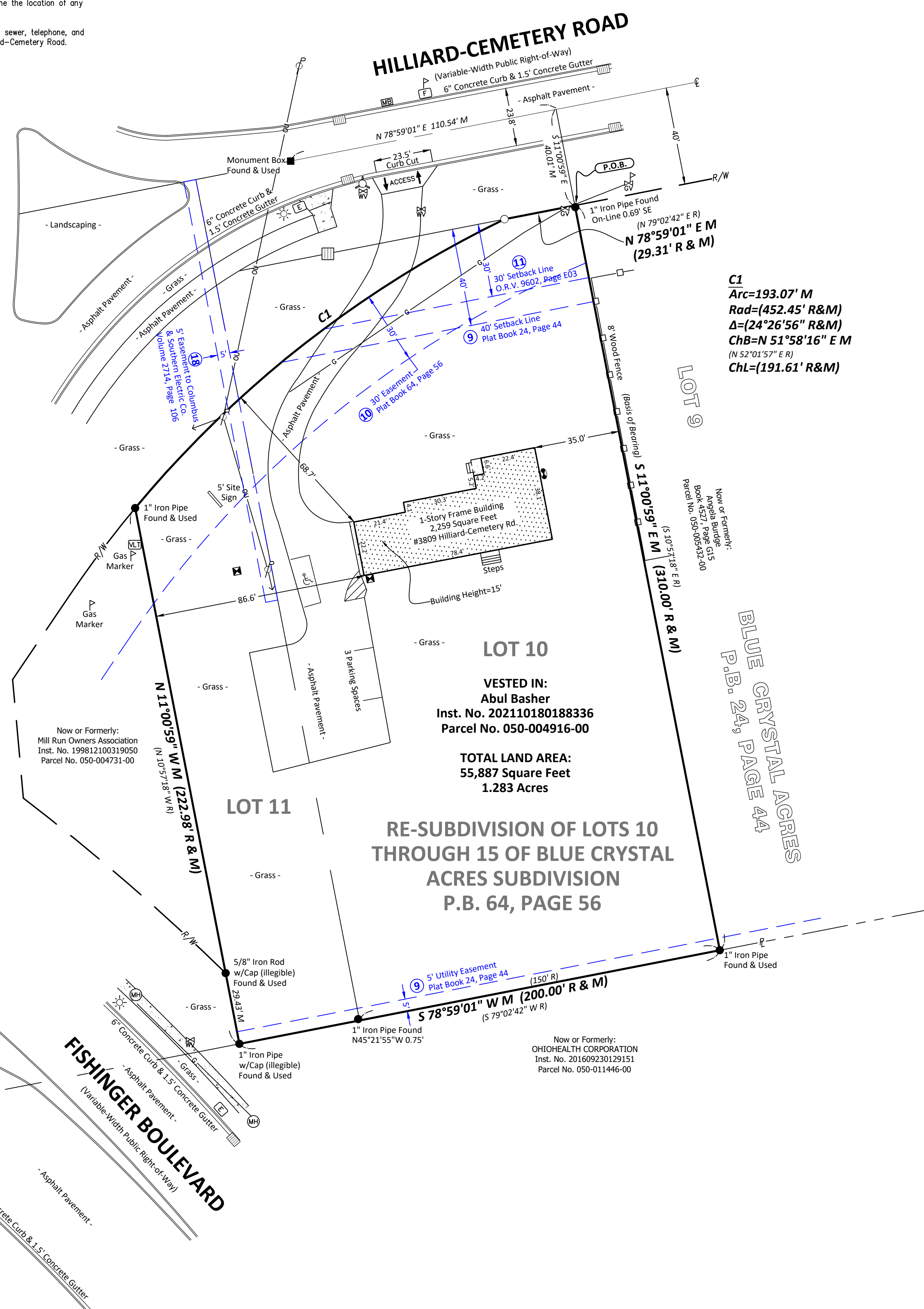
At the time of this survey, there was no visible evidence of encroachments.

Utility Notes

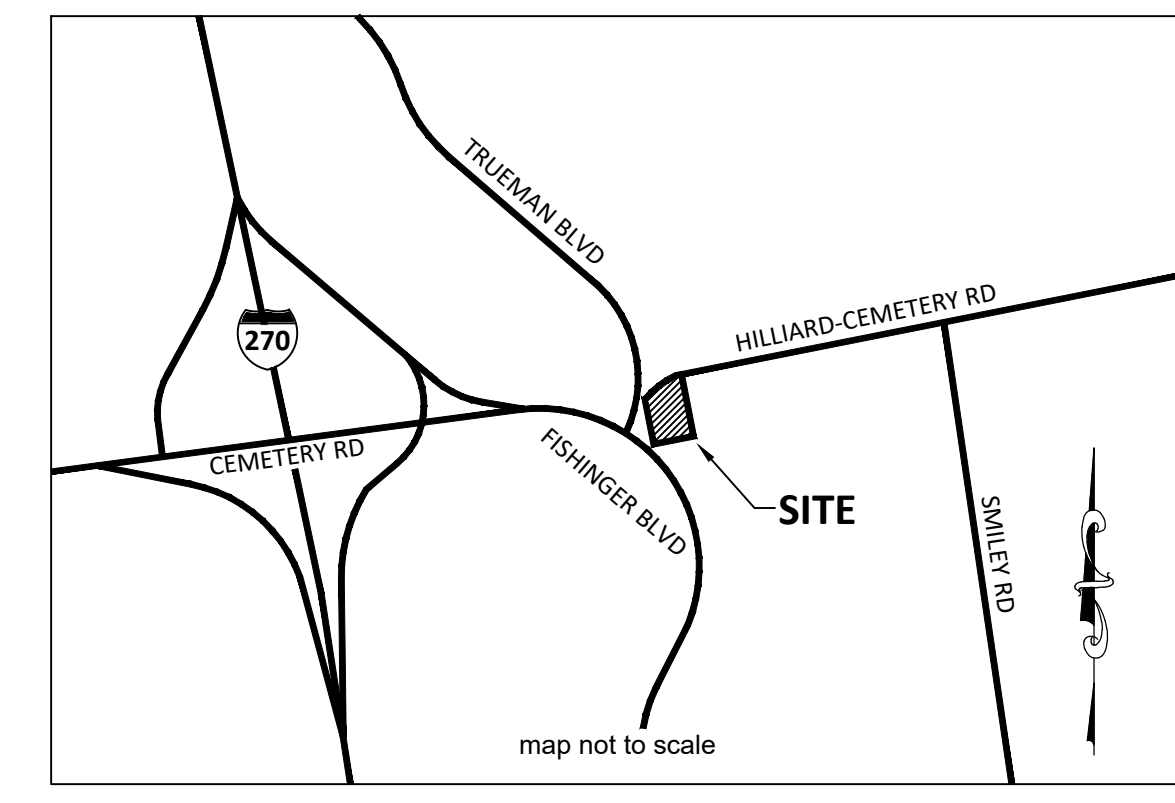
- The location of utilities shown hereon are from observed evidence of above ground appurtenances only. The surveyor was not provided with underground plans or surface ground markings to determine the location of any subterranean uses.
- From observed above ground appurtenances only as shown hereon, gas, electric, storm sewer, telephone, and water lines are available for the surveyed property within the public right of way of Hilliard-Cemetery Road.

Legend of Symbols & Abbreviations

- R/W - Right-of-Way
- P - Adjoiner Property Line
- C - Centerline
- P.O.B. - Point of Beginning
- △ - Encroachment
- ⊗ - Schedule B Item
- Rad - Radius
- Arc - Arc Length
- Δ - Delta Angle
- ChB - Chord Bearing
- ChL - Chord Length
- M - Measured
- (R) - Record
- - Monument Box Found
- - Monument Found
- - 5/8" Iron Rod w/Cap
- ⊕ - "NCS PS 8450 8668" Set
- ⊖ - Electric Meter
- ⊕ - Electric Vault
- ⊖ - Fiberoptic Vault
- ⊕ - Gas Meter
- ⊖ - Gas Valve
- ⊕ - Catch Basin (Square)
- ⊖ - Curb Inlet
- ⊕ - Light Pole
- ⊖ - Utility Pole
- ⊕ - Guy Wire
- ⊖ - Fire Hydrant
- ⊕ - Water Valve
- ⊖ - Unknown Manhole
- ⊕ - Unknown Vault
- ⊖ - Underground Utility Marker
- ⊕ - HC Parking Space
- ⊖ - Mail Box
- ⊕ - Underground Gas
- ⊖ - Overhead Utilities
- ⊕ - Wood Fence
- ⊖ - Concrete Area
- ⊕ - No Parking Area
- ⊖ - Building Area



Vicinity Map



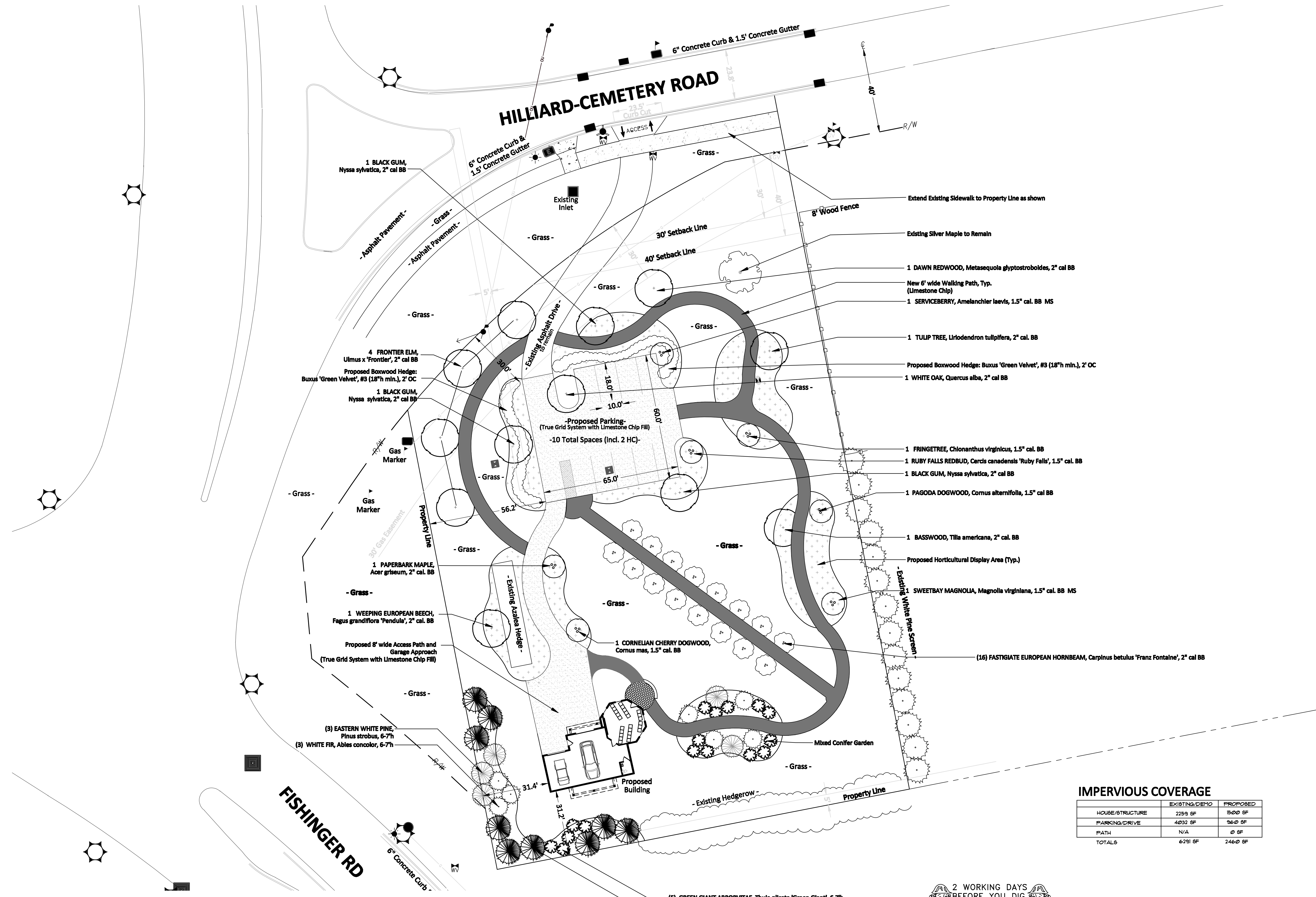
General Notes

- The Basis of Bearing for this survey is Grid North of the Ohio State Plane Coordinate System, South Zone (FIPS Zone 3402), on the North American Datum of 1983(2011) (Epoch 2010.000) using geoid model GEOID18, with a combined scale factor of 1.0000357843690. A GNSS Real Time Kinematic Network survey was used to establish a bearing of South 11°00'59" East for the easterly line of the surveyed property and a Northing of 741,149.74 and Easting of 1,796,005.34 (U.S. Survey Feet) for the 1-inch iron pipe found at the southeast corner of the surveyed property.
- There is direct access to the surveyed property via Hilliard-Cemetery Road, a public right-of-way.
- There are 3 regular parking spaces and 1 handicapped parking space for a total of 4 parking spaces on the surveyed property.
- Parcel Number of surveyed property: 050-004916-00
- On the date of the field survey there was no observable evidence of earth moving work, building construction, or building additions within recent months.
- Surveyor is unaware of any changes in street right of way lines, either completed or proposed.
- On the date of the field survey there was no observable evidence of site used as a solid waste dump, sump or sanitary landfill.
- The posted address on site is 3809 Hilliard-Cemetery Road, Hilliard, Ohio 43026.
- At the time of this survey, there was no evidence of cemeteries, burial grounds, or gravesites on the surveyed property.
- Surveyed property is located at the intersection of Hilliard-Cemetery Road and Fishinger Boulevard, as shown.

Notes Corresponding to Schedule B

- Building lines, easements and restrictions shown on the recorded plat/map of Blue Crystal Acres as recorded in Plat Book 24 Page 44. (REFERS TO THE SURVEYED PROPERTY. PLOTTABLE ITEMS ARE SHOWN HEREON)
- Building lines, easements and restrictions shown on the recorded plat/map of Re-Subdivision of Lots 10 Through 15 of Blue Crystal Acres Subdivision as recorded in Plat Book 64 Page 56. (REFERS TO THE SURVEYED PROPERTY. PLOTTABLE ITEMS ARE SHOWN HEREON)
- Restrictions contained in deed as more fully set forth in the documents recorded as Deed Book 1876 Page 188 (REFERS TO THE SURVEYED PROPERTY BUT CONTAINS NO PLOTTABLE SURVEY ITEMS), Official Record Volume 9602 Page E03 (SETBACK LINE SHOWN HEREON, PONDS LIE TO THE WEST OF THE SURVEYED PROPERTY); as modified and amended in Official Record 13912 Page B14 (REFERS TO THE SURVEYED PROPERTY BUT CONTAINS NO PLOTTABLE SURVEY ITEMS).
- Easement granted to Ohio-Midland Light and Power Company, as more fully set forth in the document recorded as Deed Book 1903 Page 427. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 1912 Page 530. (AREA DESCRIBED LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement for Highway Purposes granted to The State of Ohio, as more fully set forth in the document recorded as Deed Book 2691 Page 408. (AREA DESCRIBED LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement for Channel Purposes granted to The State of Ohio, as more fully set forth in the document recorded as Deed Book 2691 Page 414. (AREA DESCRIBED LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to The Ohio Bell Telephone Company, as more fully set forth in the document recorded as Deed Book 2707 Page 593. (AREA DESCRIBED (LOT 15) LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to The Ohio Bell Telephone Company, as more fully set forth in the document recorded as Deed Book 2707 Page 596. (AREA DESCRIBED (LOT 14) LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 2714 Page 106. (EASEMENT LIES ON THE SURVEYED PROPERTY AND ITS LOCATION IS SHOWN)
- Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 2719 Page 515. (AREA DESCRIBED (LOT 13) LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 2719 Page 518. (AREA DESCRIBED (LOT 14) LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 2719 Page 537. (AREA DESCRIBED (LOT 12) LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to Columbus Gas of Ohio, Inc., as more fully set forth in the document recorded as Official Record 962 Page 806. (AREA DESCRIBED LIES TO THE WEST OF THE SURVEYED PROPERTY)
- Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Official Record 8765 Page H10. (AREA DESCRIBED LIES TO THE SOUTHWEST OF THE SURVEYED PROPERTY)
- Deed of Easement granted, as more fully set forth in the document recorded as Official Record 14124 Page F05. (AREA DESCRIBED LIES WITHIN THE R/W OF FISHINGER BOULEVARD)

Attachment: Site Plan & Architecture 3809 Cemetery Road (22-R-92) - PUD Modification - Mill Run PUD - 3809 Cemetery Road



BLAKE RAFFELD & ASSOCIATES
 3504 Colchester Road Columbus, OH 43221 TEL 614/560-0971

JEREMY & ANGELA BURDGE
 3189 HILLIARD CEMETERY RD
 HILLIARD, OH 43026

SITE IMPROVEMENTS
 3809 HILLIARD CEMETERY RD
 HILLIARD, OH 43026

DRAWING INFORMATION

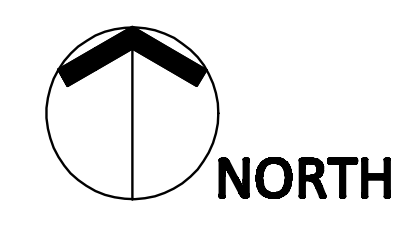
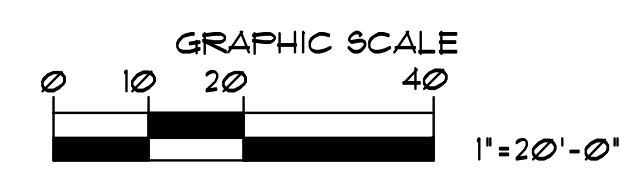
ISSUE DATE:	9/29/2022
REVISION DATE:	
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SHEET
 1
 JOB #2201

IMPERVIOUS COVERAGE

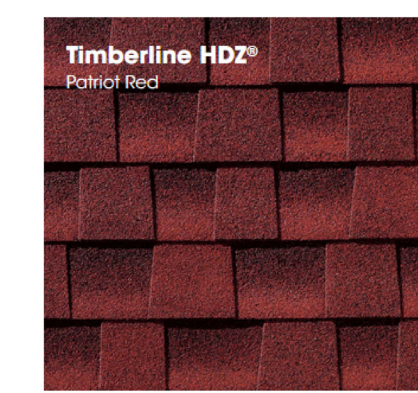
	EXISTING/DEMO	PROPOSED
HOUSE/STRUCTURE	2299 SF	1500 SF
PARKING/DRIVE	4032 SF	360 SF
PATH	N/A	0 SF
TOTALS	6291 SF	2460 SF

2 WORKING DAYS BEFORE YOU DIG
 CALL TOLL FREE 800-362-2764
 OHIO UTILITIES PROTECTION SERVICE

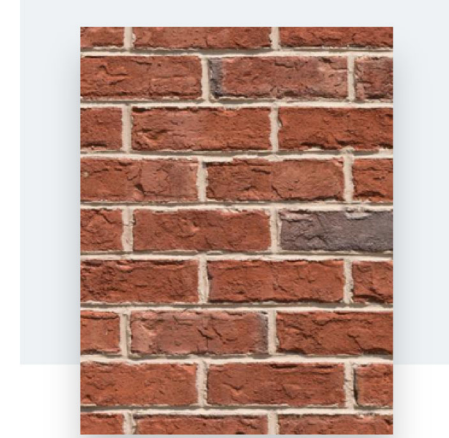


LANDSCAPE SITE PLAN

GAF Timberline® Lifetime Architectural Roofing Shingles



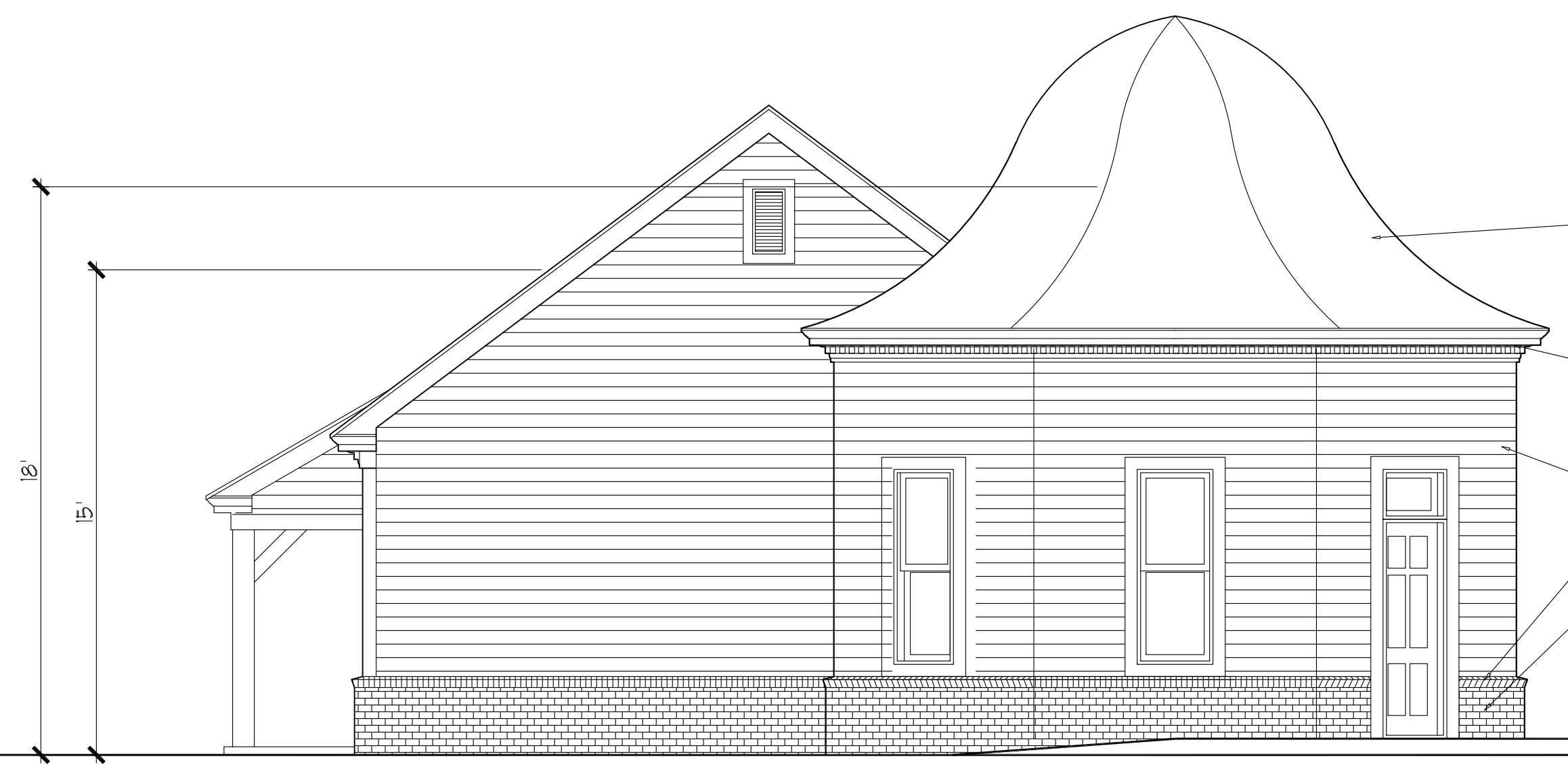
COMPARE



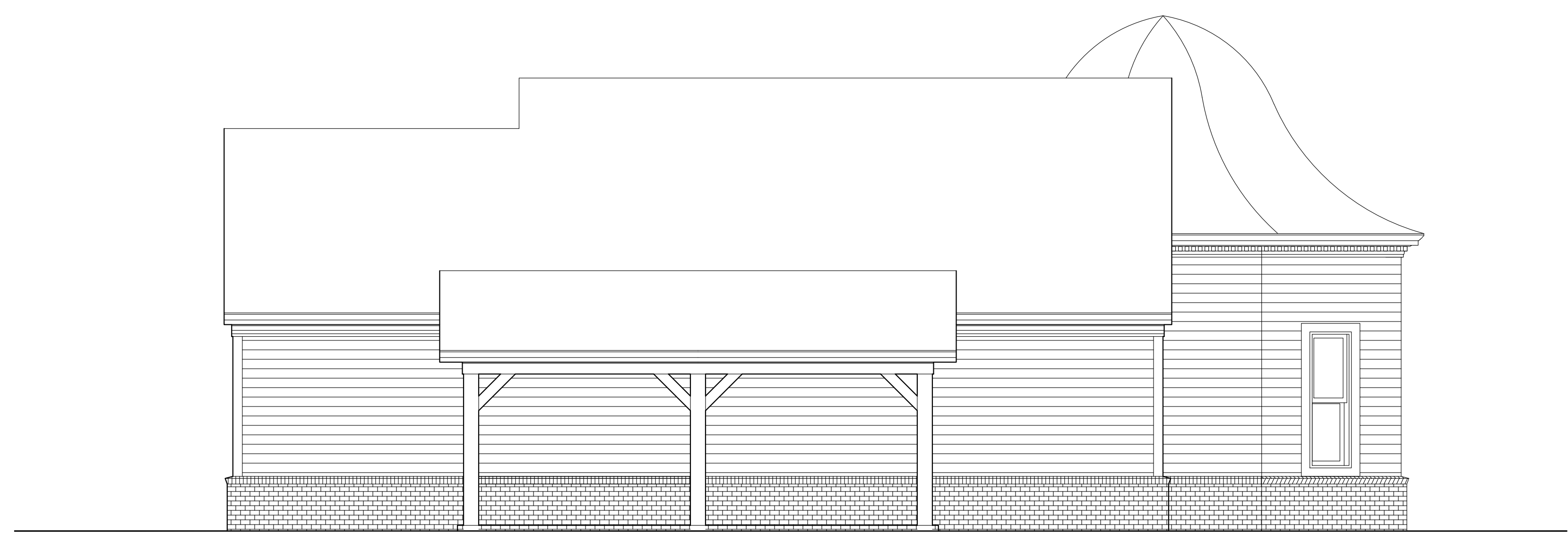
PORTSMOUTH



RIGH SIDE ELEVATION
SCALE: 1/4"=1'-0"



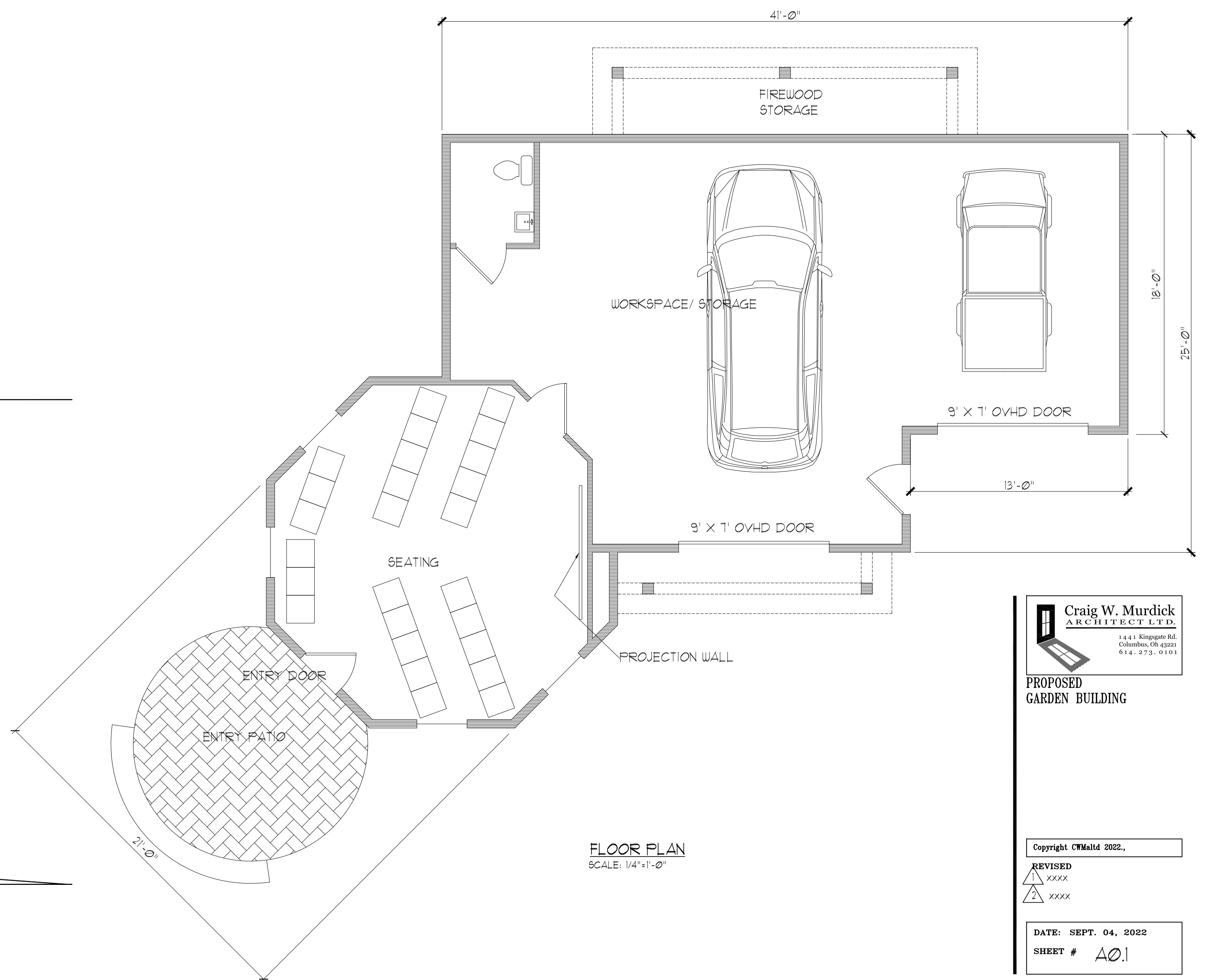
LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



REAR ELEVATION
SCALE: 1/4"=1'-0"



FRONT ELEVATION
SCALE: 1/4"=1'-0"



FLOOR PLAN
SCALE: 1/4"=1'-0"

Attachment: Site Plan & Architecture 3809 Cemetery Road (22-R-92 : PUD Modification - Mill Run PUD - 3809 Cemetery Rd)



PROPOSED GARDEN BUILDING

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REVISED
XXXX
XXXX

DATE: SEPT. 04, 2022
SHEET # A01

RECORD OF ACTION



Planning & Zoning Commission

City Hall • 3800 Municipal Way • Hilliard, Ohio 43026
and Live-Streaming on YouTube

Thursday, October 13, 2022 | 7:00 pm

CASE 4: PZ-22-58 – BURDGE PROPERTY – 3809 Cemetery Road
PARCEL NUMBERS: 050-004916 (Blue Crystal Acres Subdivision)
APPLICANT: Jeremy and Angela Burdge, 3789 Cemetery Road, Hilliard, OH 43026; c/o Blake Rafeld, Blake Rafeld & Associates, 3504 Colchester Road, Columbus, OH 43221.
REQUEST: Review and approval of a revised final development plan in accordance with Chapter 1117 and the Mill Run PUD Development Plan and Text for the construction of a Horticultural Display Garden consisting of 10 parking spaces, a 1,500-square-foot storage building and landscaped grounds on 1.32 acres.

The Planning and Zoning Commission took the following action at this meeting:

MOTION 1 (PUD TEXT MODIFICATION):

Mr. Uttley made a motion to approve a PUD text modification under the provisions of Chapter 1117 and the Mill Run PUD Development Plan.

Chairman Muether seconded the motion.

VOTE:

Chairman Muether	Yes
Vice Chair Schneck	Yes
Mr. Gutknecht	Yes
Mr. Lewie	Yes
Ms. Nixon	Yes
Mr. Pannett	Yes
Mr. Uttley	Yes

STATUS:

Case #4: PZ-22-58 was approved (7-0) and will be forwarded to City Council with a positive recommendation.

MOTION 2 (FINAL DEVELOPMENT PLAN):

Mr. Uttley made a motion to approve the Final Development Plan for the construction of a Horticultural Display Garden consisting of 10 parking spaces, a 1,500-square-foot storage building and landscaped grounds on 1.32 acres with four conditions:

- 1) That the proposed PUD text modification is approved by City Council;
- 2) That a Zoning Certificate is obtained prior to operation of the approved use;
- 3) That a Building Permit be obtained for the proposed storage building; and
- 4) That any necessary site approval be obtained from the City Engineer prior to construction.

Chairman Muether seconded the motion.

VOTE:

Chairman Muether	Yes
Vice Chair Schneck	Yes
Mr. Gutknecht	Yes
Mr. Lewie	Yes
Ms. Nixon	Yes
Mr. Pannett	Yes
Mr. Uttley	Yes

STATUS:

Case #4: The revised Final Development Plan for PZ-22-58 is approved (7-0) with four conditions.

CERTIFICATION:



 Carson Combs, Planning Manager
 October 14, 2022

[END OF RECORD]

Attachment: P&Z Record of Action 10-13-22 (22-R-92 : PUD Modification - Mill Run PUD - 3809 Cemetery Rd)

MOTION 2 (FINAL DEVELOPMENT PLAN):

Ms. Nixon, seconded by Mr. Uttley, made a motion to approve the revised Final Development Plan under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan and Text with two conditions:

- 1) That the proposed PUD modification is approved by City Council; and
- 2) That a Zoning Certificate is obtained prior to operation of the approved use.

Status:	Approved (7-0) with two conditions.
Mover:	Tracey Nixon
Seconded:	William Uttley
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Tom Pannett, Chris Lewie, Tracey Nixon, Eric Gutknecht, William Uttley

CASE 4: PZ-22-58 – BURDGE PROPERTY – 3809 Cemetery Road
PARCEL NUMBERS: 050-004916 (Blue Crystal Acres Subdivision)
APPLICANT: Jeremy and Angela Burdge, 3789 Cemetery Road, Hilliard, OH 43026; c/o Blake Rafeld, Blake Rafeld & Associates, 3504 Colchester Road, Columbus, OH 43221.
REQUEST: Review and approval of a revised final development plan in accordance with Chapter 1117 and the Mill Run PUD Development Plan and Text for the construction of a Horticultural Display Garden consisting of 10 parking spaces, a 1,500-square-foot storage building and landscaped grounds on 1.32 acres.

[Mr. Combs gave the staff report]

BACKGROUND:

The site is 1.32 acres within the Mill Run PUD located on the south side of Cemetery Road approximately 100 feet east of Fishinger Boulevard. The site has an existing single-family dwelling that was built in 1966 and was most recently used as a real estate office. On July 08, 1985, Council approved an ordinance (85-43) creating the Mill Run PUD on 206 acres. On April 25, 1988, Council approved a resolution (88-C-18) modifying the Mill Run PUD and including the subject site in the Office Subarea. Code Enforcement has been working to address property maintenance issues regarding the building for nearly four years. The applicant (adjacent residence to the east) purchased the property in March of this year and is working to improve the property.

The applicant is now requesting approval of a modification of the Mill Run PUD to establish permitted uses and standards since the property has no current PUD text and the house (previously used as an office) is slated to be demolished due to its condition. The requested PUD Final Development Plan is also proposed to install a horticultural garden that includes a storage building with teaching space, existing driveway and proposed parking and landscaping.

COMMISSION ROLE:

The Commission is to review the proposal for conformance to the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan. The Code specifically provides the following requirements for making modifications to an approved PUD Final Development Plan, development text or zoning map in Section 1117.06 of the Code:

- The proposed development is consistent with the purpose of the PUD in Section 1117.01;
- The proposed development meets the qualifying conditions as outlined in Section 1117.02;

- The PUD is consistent with the recommendations of the Hilliard Comprehensive Plan;
- The development is compatible with the existing and intended uses surrounding the site;
- The design and layout is harmonious with the natural character of the site and surrounding area and employs best management practices to ensure their conservation;
- The proposed development does not place undue burdens on public facilities and services;
- The PUD includes uses or conditional uses that are not injurious to public health, safety and welfare;
- The development conforms to the requirements of the Code unless specifically modified and approved;
- The final development plan is substantially consistent with the approved Concept Plan for the PUD; and
- Approval will result in a recognized and substantial benefit to the users of the project and the community in a way not otherwise feasible under conventional zoning.

Following a recommendation by the Commission, a resolution for the proposed PUD text modification will be forwarded to City Council for review and approval. The proposed change in uses will become effective 60 days following Council's approval, and the PUD final development plan will take effect at that time.

STAFF RECOMMENDATION: MOTION 1 (PUD TEXT MODIFICATION)

Staff finds that the proposed PUD modification is consistent with the intent of the original PUD Concept Plan and will blend with the surrounding area. The proposed use will improve a long-standing Code Enforcement issue and will be harmonious with the surrounding area. Staff finds that the proposal is also consistent with the intent of the Code as modified in the proposed PUD development text. Based on these findings, staff recommends that the Commission forward a positive recommendation to Council concerning the proposed PUD text modification.

STAFF RECOMMENDATION: MOTION 2 (FINAL DEVELOPMENT PLAN)

Staff finds that the proposed PUD Final Development Plan is generally consistent with the intent of the PUD development text, as proposed herein. Staff finds that the proposed Final Development Plan will be a harmonious addition to this portion of the Mill Run PUD that was not addressed in the original zoning and recommends approval with four conditions:

- 1) That the proposed PUD text modification is approved by City Council;
- 2) That a Zoning Certificate is obtained prior to operation of the approved use;
- 3) That a Building Permit be obtained for the proposed storage building; and
- 4) That any necessary site approval be obtained from the City Engineer prior to construction.

CONSIDERATIONS:

- The site located on the south side of Hilliard Cemetery Road just east of the intersection with Trueman Boulevard. The site includes a ranch house that is a former office with drive and small parking area. The building has deteriorated and has been a pending Code Enforcement issue. A demolition permit has been approved for the structure. This application includes a PUD text modification and final development plan to construct a small horticultural garden and teaching space.
- The curvilinear brick development sign for Mill Run is located on the property just to the west of this site. The Ohio Health facility is located just south of the property beyond an existing tree row along the rear of the property. To the north of the site across Hilliard Cemetery Road are other large lot residences located within Norwich Township.
- The Burdge Residence, zoned R-1, Low Density Residential District, is located just east of the site at 3789 Cemetery Road. The residence is an historic 1860's era brick farmhouse. The proposed horticultural gardens would be a visual extension of the house.

PROPOSED TEXT MODIFICATION:

- *Uses.* The proposed text maintains the ability to have office uses in the future and includes the following other uses that are integral to the proposed garden development. Greenhouses/Nurseries without retail are provided as a conditional use as an option to propagate plants and would require further approval.
 1. Public/Private Gardens
 2. Arboretum, Education & Assembly
 3. Private Open Spaces
 4. Habitat Conservation Practices
- *Development Standards.* The proposed text requires the following building and pavement setbacks on the site:

Setbacks	Front Yard	Side Yard	Rear Yard
Building	40 feet	15 feet	15 feet
Parking	30 feet	10 feet	10 feet

- *Access & Parking.* Access for the site will utilize the existing curbcut and driveway off Cemetery Road. As a garden and education location, parking areas and access to the storage building will utilize an alternate pavement that includes a gridded system with limestone chip as indicated on the Final Development Plan. The garden will also include a 6-foot-wide limestone chip path system.

PROPOSED PUD FINAL DEVELOPMENT PLAN:

- *Horticultural Gardens.* Proposed plans include a variety of garden areas that include specimen plantings and typical areas for planting that will change over time. Proposed plant selections have been reviewed by the City for appropriateness.
- *Parking Area.* The submitted site plan includes a 9-space parking lot that will be constructed of a grid system with limestone chip material for compaction. The proposed lot design is in keeping with the conservation/sustainability theme of the project.
- *Pedestrian Paths.* Walking paths throughout the project will also include the limestone chip treatment commonly found in the construction of formal English gardens. Paths are proposed at a typical width of six feet. As part of the project, the applicant will also extend the public sidewalk along remaining portions of Cemetery Road.
- *Storage Building.* A ±1,250-square-foot storage building will be provided at the southwest corner of the site. The building will be constructed of wood or composite wood siding and include a brick watercourse. Construction will include fiberglass shingles. The building will include an octagon-shaped teaching space with paver entry patio that will provide limited seating for instruction.

[END OF REPORT | PZ-22-58]

Blake Rafeld, representing the Burdge Family, spoke about the intended use for the property, which will be a private garden area for hosting local gardening clubs and small, private events. The proposed building structure is approximately 1,500 square feet, and a small portion of the building will be used for assembly. The existing house is contracted to be demolished, and the proposed parking area will be chipped gravel.

MOTION 1 (PUD TEXT MODIFICATION):

Mr. Uttley, seconded by Chairman Muether, made a motion to approve the PUD text modification under the provisions of Chapter 1117 and the Mill Run PUD Development Plan.

Status:	Approved (7-0). [A positive recommendation will be forwarded to Council]
Mover:	Mr. Uttley
Seconded:	Mr. Tom Pannett
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Chris Lewie, Tracey Nixon, Tom Pannett, Eric Gutknecht, William Uttley.

MOTION 2 (FINAL DEVELOPMENT PLAN):

Mr. Uttley, seconded by Chairman Muether, made a motion to approve the Final Development Plan for the construction of a Horticultural Display Garden consisting of 10 parking spaces, a 1,500-square-foot storage building and landscaped grounds on 1.32 acres with four conditions:

- 1) That the proposed PUD text modification is approved by City Council;
- 2) That a Zoning Certificate is obtained prior to operation of the approved use;
- 3) That a Building Permit be obtained for the proposed storage building; and
- 4) That any necessary site approval be obtained from the City Engineer prior to construction.

Status:	Approved (7-0) with four conditions.
Mover:	Mr. William Uttley
Second:	Chairman Jay Muether
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Chris Lewie, Tracey Nixon, Tom Pannett, Eric Gutknecht, William Uttley.

CASE 5: PZ-22-59 – THE LINCOLN CENTER LEADERSHIP ACADEMY – 3311-3315 Mill Meadow Drive
PARCEL NUMBER: 050-005422
APPLICANT: Morse-Maize Family LP, 2706 E. Main Street, Columbus, OH 43209; c/o Glen Dugger, Smith & Hale LLC, 37 W. Broad Street, Columbus, OH 43215.
REQUEST: Review and approval of a PUD text modification under the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan to add “Public and Private Schools” and “Preschool/Daycare” as permitted uses on 6.28 acres.

[Mr. Talentino gave the staff report]

BACKGROUND:

The site is 6.28 acres within the Mill Run PUD located at the southeast corner of Mill Run Drive and Mill Meadow Drive. On January 8, 1990, Council approved a resolution (#90-C-02) modifying the southwestern portion of the Mill Run PUD to accommodate an office building on this site. On May 10, 1990, the Planning and Zoning Commission approved a lot split for the 6.257-acre site to develop a one-story office building. The site has an existing 32,000-square-foot office building which was most recently used as a call center. The applicant is now requesting approval of a PUD modification to add “public and private schools” and “Preschool/Daycare” as permitted uses.

REVIEW CRITERIA:

The Commission is to review the proposal for conformance to the provisions of Hilliard Code Section 1117.08 and the Mill Run PUD Concept Plan. The Code specifically provides the following requirements for making modifications to an approved PUD Final Development Plan, development text or zoning map in Section 1117.06 of the Code:

- The proposed development is consistent with the purpose of the PUD in Section 1117.01;
- The proposed development meets the qualifying conditions as outlined in Section 1117.02;
- The PUD is consistent with the recommendations of the Hilliard Comprehensive Plan;
- The development is compatible with the existing and intended uses surrounding the site;
- The design and layout is harmonious with the natural character of the site and surrounding area and employs best management practices to ensure their conservation;
- The proposed development does not place undue burdens on public facilities and services;

PUD Test Modification
3809 Hilliard Cemetery Rd

Permitted Uses:

Public/Private Gardens
Arboretum/Education/Assembly
Private Open Space
Habitat Conservation Practices

Conditional Uses:

Greenhouse/Nursery (No Retail)

Lot Spatial Minimums

Building Set Back
Front 40'
Side/Rear Yard 15'
Parking Set Back
Front 30'
Side/Rear Yard 10'

Building Occupancy

30 Persons

Access and Parking

Access Drive Width 12'
Parking Aisle 24'
Parking Stall 10' x 18'
Permitted Parking Spaces-10



Resolution: 22-R-92

Adopted:

Page 1 of

Effective:

APPROVING CHANGES TO THE PLANNED UNIT DEVELOPMENT (PUD) TEXT FOR ±1.316 ACRES LOCATED ON THE SOUTH SIDE OF CEMETERY ROAD EAST OF TRUEMAN BOULEVARD KNOWN AS THE BURDGE PROPERTY AS PART OF THE MILL RUN DEVELOPMENT (“PUD”) PLAN AND TEXT FOR EXPANDED USES AND MODIFIED DEVELOPMENT STANDARDS.

WHEREAS, City Council approved a Planned Unit Development District (“PUD”) consisting of 199.4 acres of land for the Mill Run PUD by passage of Ordinance No. 85-43, effective July 8, 1985 (known as the “Mill Run PUD”); and

WHEREAS, the land, identified by the Franklin County Auditor as parcel number 050-004916, the graphical exhibit of which is depicted on Exhibit “A” attached hereto and incorporated by reference herein (the “Property”), and consists of a former residence converted to an office use; and

WHEREAS, Jeremy and Angela Burdge (the “Owner”) owns the land located at 3809 Cemetery Road (the “Property”), located at the southeast corner of the intersection of Cemetery Road and Trueman Boulevard; and

WHEREAS, the Owner has worked with staff to diligently address long-standing property maintenance issues since purchasing the property earlier this year and is proposing improvements to the site; and

WHEREAS, the Owner submitted application number PZ-22-58 to the Planning and Zoning Commission to seek approval of a modification to the Mill Run PUD Development Plan and Text to expand permitted and conditional uses, as well as to establish applicable development standards; and

WHEREAS, staff finds that the proposal is consistent with the approved PUD Concept Plan and that such modification is not in conflict with the general health, safety and welfare of the public or the development standards of the Planned Unit Development District; and

WHEREAS, at its regularly scheduled and advertised meeting on October 13, 2022, the Planning and Zoning Commission voted to forward a favorable recommendation to City Council to modify the Mill Run PUD to include permitted and conditional uses, as well as applicable development standards for the Property; and

WHEREAS, a copy of the amended portions of the Development Text for the Mill Run PUD is **attached** hereto as Exhibit “B” and incorporated herein by reference (“Mill Run PUD Development Text”).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. The Mill Run PUD Development Text for the property at 3809 Cemetery Road, **attached** hereto as **Exhibit “A”** and incorporated herein by reference, is amended by adding additional permitted and conditional uses and related development standards for the Property.

SECTION 2. The amended Development Text, **attached** hereto as **Exhibit “B”** and incorporated herein by reference, is approved and shall hereafter be included in the Mill Run PUD Development Text.

SECTION 3. This Resolution is effective at the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
 Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
 Director of Law

✓ Vote Record - Resolution 22-R-92						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-92** passed by the Hilliard City Council on the 14th day of November 2022.

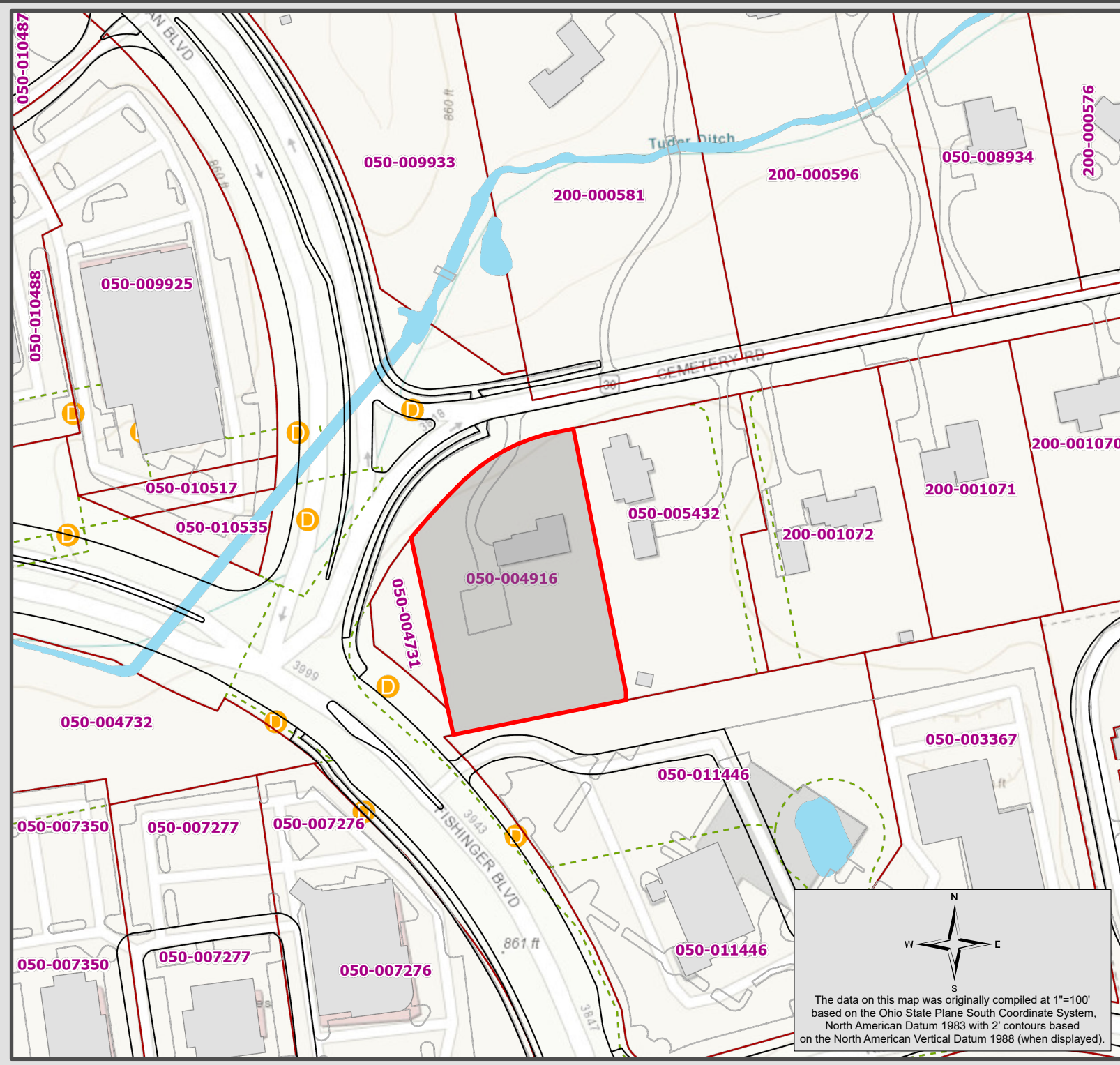
IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

 Diane C. Werbrich, MMC

Franklin County Auditor's Office

Auditor Michael Stinziano

Map Produced October 21, 20:



- Planimetric Legend**
Source: 2021 Aerial Photography
- Edge of Pavement
 - Roadway Centerlines
 - Railroad Centerlines
 - Building Footprints
 - Building Under Construction
 - Creeks, Streams, Ditches
 - Rivers & Ponds
- Topographic Legend**
Source: OSIP - 2019 LiDAR Collection
- Spot Elevation
 - Index Contour
 - Intermediate Contour
- Appraisal Legend**
Source: Franklin County Auditor & Engineer
- Parcel IDs
 - Parcel Dimensions
 - Lot Numbers
 - Site Address
 - Parcel Boundary
 - Subdivision Boundary
 - Condominium Boundary
 - County Boundary
 - City or Village Boundary
 - Tax District Boundary
 - School District Boundary
 - Zip Code Boundary

This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained on this map. The county and the mapping companies assume no legal responsibility for the information contained on this map. Please notify the Franklin County Auditor's GIS Department of any discrepancies

For scaled maps, please visit the parcel viewer at <https://gis.franklincountyohio.gov/parcelviewer>

The data on this map was originally compiled at 1"=100' based on the Ohio State Plane South Coordinate System, North American Datum 1983 with 2' contours based on the North American Vertical Datum 1988 (when displayed).



Attachment: Exhibit A site graphic (22-R-92 : PUD Modification - Mill Run PUD - 3809 Cemetery Rd)

Council Memo: Legislation (22-R-93)

Subject: Authorizing Easement to Columbus Fibernet
From: Michelle Crandall, City Manager
Initiated by: Kelly Clodfelder, Staff Attorney
Date: November 14, 2022

Executive Summary

This legislation authorizes the City to grant an easement to Columbus Fibernet, LLC (“CFN”) for the installation conduit along the path that connects Darby Glenn Park with Beacon Elementary School.

Staff Recommendation

Staff recommends approval of this legislation.

Background

The City maintains a path that connects Darby Glenn Park to Beacon Elementary School. Earlier this year, CFN reached out to City staff requesting an easement across City property in order to install conduit. Following review of the request, the City and CFN negotiated easements and an agreement to address the requirements related to CFN’s maintenance, repair and construction obligations related to City property.

Financial Impacts

There are no anticipated financial impacts to the City.

Expected Benefits

As part of granting the easements, parts of the path will be repaired, and the City’s fiber network will be expanded.

Attachments

- Depiction of easement

Untitled Map

Write a description for your map.

9.B.7.a

Legend

- Alternate Path 1
- Alternate Path 2
- CMH72 - Site Boundary
- EASEMENT 4
- Feature 1
- Feature 2
- Path 1
- Path 2
- Untitled Path



Attachment: Depiction of Easement (22-R-93 : Authorizing Easement to Columbus Fibernet)



Resolution: 22-R-93

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO GRANT EASEMENTS TO COLUMBUS FIBERNET, LLC FOR ACCESS ACROSS CITY PROPERTY.

WHEREAS, the City owns property to the east of the Darby Glen and Beacon subdivisions, identified as Parcel Nos. 050-007426 and 050-007944 (collectively, the "Property"); and

WHEREAS, the City maintains a path on the Property which connects the Darby Glen Park to Beacon Elementary; and

WHEREAS, Columbus Fibernet, LLC (CFN) has requested an easement through the Property to extend fiber conduit; and

WHEREAS, in order to grant the easement, the City requested that CFN perform certain repair and maintenance on the part of the path and Property it disturbs as well; and

WHEREAS, additionally, the City requested that CFN lay City conduit, which will expand the City's fiber network; and

WHEREAS, CFN agreed to both requests and the City and the City finds that granting the easements is in the City's best interests.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. The City Manager is hereby authorized to grant the necessary easements to Columbus Fibernet LLC, through City owned property, identified as Parcel Nos. 050-007426 and 050-007944.

SECTION 2. The City Manager is hereby authorized to execute an Easement Agreement with Columbus Fibernet, LLC, substantially similar to the one attached hereto as Exhibit "A", and incorporated herein. The City Manager is authorized to make such changes to the attached Easement Agreement that is not inconsistent with this Resolution and that are not averse to the City, which shall be evidence conclusively by her signature thereof that such changes are approved by Council.

SECTION 3. The City is hereby authorized to approve any necessary administrative changes to effect the proper recording of the legal descriptions, documents, and instruments, and shall provide the City Clerk with a final recorded copy of all such legal descriptions, documents and instruments for filing in the City records.

SECTION 4. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 22-R-93						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-93** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC

**EASEMENT AGREEMENT
BETWEEN
CITY OF HILLIARD, OHIO
AND
COLUMBUS FIBERNET, LLC**

This Easement Agreement (the "Agreement") is by and between the City of Hilliard, Ohio, hereinafter designated as City, and the Columbus Fibernet, LLC, hereafter designated as CFN.

Recitals:

WHEREAS, the City owns 7.37 ± acres known as Darby Glen Park, identified as Parcel Nos. 050-007944 and 050-007426 (collectively, the "Property"); and

WHEREAS, CFN desires to acquire an easement from the City through the Property for the purpose of constructing and installing conduit; and

WHEREAS, the City agrees to grant CFN an easement for this purpose with the understanding that it will be required to perform certain maintenance, repair, and construction obligations.

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

1. Incorporation of Recitals: The Recitals to the Agreement are incorporated herein by this reference and acknowledged by the Parties to be true and accurate.
2. Shared-Use Path.
 - a. Within the easement area, CFN shall replace, for all areas of the shared-use path ("SUP") that are cut or damaged as part of the fiber construction process, full width of the trail a minimum of 18" longitudinally on either side of the damaged pavement in accordance with Hilliard Standard Construction Drawing MP-1, saw-cutting and tacking all vertical faces of existing pavement and sealing all horizontal joints.
 - b. Within the easement area, CFN shall apply, for all areas of the SUP that are not damaged as part of the construction process, tack coat (Item 407) and 1.5" asphalt concrete surface course overlay (Item 448). Topsoil, butt joints, and grading to ensure proper drainage of the trail and surrounding land shall be provided as directed by the City Engineer.
 - c. For all areas of the SUP outside the Easement Area that are accessed by CFN, the work described above shall extend to that area.
3. Conduit Install. During the construction of the Project, CFN agrees to install 2" HDPE Communication duct pipe and below grade enclosure fiber vault 30"W x 48"L X 36"D every 500ft of conduit install and every change of direction greater than 45 degrees, as referenced on Exhibit A.
4. General Conditions.
 - a. CFN agrees to provide the City notice at least 48 hours prior to work beginning at the Property. This notice can be emailed to emerritt@hilliardohio.gov.
 - b. Upon entry by CFN for the purpose of constructing its fiber lateral, CFN agrees that it will restore the Property within said Easement Area to its former condition as nearly as is reasonable possible after completion of the particular work being performed.
 - c. CFN, its successor and assigns, shall have the right to use the adjoin premises of the City for access to the easement and to install, maintain, supplement, repair, replace and remove

equipment, materials and supplies in and on the easement. CFN agrees that it will restore the adjoining Property to its former condition as nearly as is reasonably possible after completion of the particular work being performed.

- 5. Easement. The City agrees to obtain all approvals and execute any and all documents necessary to grant an easement for CFN.
- 6. Jurisdiction: All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and CFN, its contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
- 7. Entire Agreement: This Agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral.
- 8. Multiple Originals: The parties may sign multiple originals of this Agreement, each of which shall be considered an original without presentation (of the original) to the other party.
- 9. Assignment: This Agreement may not be assigned by any party hereto without the written consent of the other party which consent shall not be unreasonably withheld, and which consent, if granted, may include reasonable provisions to protect the interest of the non-assigning party.
- 10. Severability: If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than provisions constituting a material consideration to a party entering into this Agreement or such other document) shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their commercially reasonable efforts to achieve the purpose of the invalid provision.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have executed this Agreement on the dates below. The Agreement is effective on the date signed by City Manager as identified below.

City of Hilliard, Ohio

Columbus Fibernet, LLC

Michelle L. Crandall
City Manager

Print Name: _____

Date

Its: _____

Date: _____

Approved as to Form:

Philip K. Hartmann
Law Director

Council Memo: Legislation (22-R-94)

Subject: Authorizing Transfer of TIF Funds to the Capital Improvement Fund
From: Michelle Crandall, City Manager
Initiated by: Greg Tantari, Deputy Finance Director
Date: November 14, 2022

Executive Summary

This regulation would transfer TIF funds to the Capital Improvement Fund, Fund 304, in order to reimburse the City for costs already expended for capital improvements made in the City, consistent with the various TIF Agreements.

Staff Recommendation

Staff recommends that Council adopt this resolution.

Background

The City made various road improvements through the Capital Improvement Fund 304 before TIF revenue was available to fund projects that qualified under the approved TIF legislation.

By the passage of Ordinance No. 05-63, City Council authorized the "Baumeister TIF". The funds for the Baumeister TIF are to be used for connector Roads from Leap Road to Britton Road; Cosgray Road/Alton Darby), widening of Scioto Darby between Elliot and Norwich, water lines, sewer lines, and related improvements. As a result, by transfer of these funds, the City is able to partially reimburse itself for work on T-84: Riggins Road Improvements, T-21: Scioto Darby Improvements, and T-129: Leppert Road Improvements.

By the passage of Ordinance No. 13-45, City Council authorized the "Pingree TIF". The funds for the Pingree TIF are to be used for improvements to Heritage Club Drive and Main St (Jimmy Johns) and improvements to Main St. & Scioto Darby (Enterprise Cars). As a result, by transfer of these funds, the City is able to partially reimburse itself for its work on T-147: Main St./Hilliard Rome Corridor.

By the passage of Ordinance No. 14-19, City Council authorized the "One Mill Run TIF". The funds for the One Mill Run TIF are to be used for improvements to Park Mill Run Drive and intersection of Park Mill and Fishinger and improvements to Fishinger. As a result, by transfer of these funds, the City is able to partially reimburse itself for work done with IT-11: Fiber.

By the passage of Ordinance No. 16-20, City Council authorized the "Bo Jackson TIF". The funds for the Bo Jackson TIF are to be used for construction of public access into parcel, construction of public parking lot and related facilities and related improvements. As result, by transfer of these funds, the City is able to partially reimburse itself for work on the Bo Jackson Parking Lot.

By the passage of Ordinance No. 10-27(Amended), City Council authorized the "Anderson Meadows TIF". By the passage of Ordinance No. 21-35, City Council authorized the use of Anderson Meadows TIF to pay of a Note that was issued to for the Hilliard Development Corporation's purchase of the Jerman Property. The City desires to utilize to reimburse the City for paying off the Note.

Financial Impacts

The following amounts from TIF funds will be transferred to the Capital Improvement Fund:

- \$477,846.68 from the Baumeister TIF Fund 286
- \$6,646.19 from the Pingree TIF Fund 287
- \$29,425.44 from the One Mill Run TIF Fund 289
- \$45,078.31 from the Bo Jackson TIF Fund 301
- \$1,746.68 from the Anderson Meadows TIF Fund 295

Expected Benefits

The transfer of TIF Revenue to the Capital Projects Fund will reimburse the City and assist in financing several projects.

Attachments

N/A



Resolution: 22-R-94

Adopted:

Page 1 of

Effective:

AUTHORIZING THE TRANSFER OF FUNDS TO THE CAPITAL IMPROVEMENT FUND.

WHEREAS, Section 6.10 of the City's Charter permits City Council to authorize, by resolution, the transfer of funds during the fourth quarter of the fiscal year; and

WHEREAS, as required by their respective ordinances, the City's Finance Department has been collecting and maintaining Tax Increment Financing ("TIF") service payments in the following funds:

- Fund 286 - Baumeister TIF (Ordinance No. 05-63)
- Fund 287 – Pingree TIF (Ordinance No. 13-45)
- Fund 289 – One Mill Run TIF (Ordinance No. 14-19)
- Fund 301 – Bo Jackson TIF (Ordinance No. 16-20)
- Fund 295 – Anderson Meadows TIF (Ordinance No. 10-28)

WHEREAS, in each of the funds listed above, money is available to transfer to the City's Capital Improvement Fund, Fund 304, in order to reimburse the City for costs already expended; and

WHEREAS, specifically, the transferred money will reimburse costs expended for:

- The Bo Jackson Parking Lot
- IT-11 Fiber
- T-147 Main St./Hilliard Rome Corridor
- T- 84 Riggins Rd Improvements
- T-21 Scioto Darby Improvements
- T-129 Leppert Road Improvements
- Reimbursement for paying off short term note for land acquisition

WHEREAS, it is in the City's and its residents' best interest to approve of the transfer of funds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. City Council approves transferring of funds to the Capital Improvement Fund 304 in the following amounts:

- \$477,846.68 from the Baumeister TIF Fund 286
- \$6,646.19 from the Pingree TIF Fund 287
- \$29,425.44 from the One Mill Run TIF Fund 289
- \$45,078.31 from the Bo Jackson TIF Fund 301
- \$1,746.68 from the Anderson Meadows TIF Fund 295

SECTION 2. The Finance Director is authorized and directed to transfer the following amounts to the Capital Improvement Fund 304:

- \$477,846.68 from the Baumeister TIF Fund 286
- \$6,646.19 from the Pingree TIF Fund 287
- \$29,425.44 from the One Mill Run TIF Fund 289
- \$45,078.31 from the Bo Jackson TIF Fund 301
- \$1,746.68 from the Anderson Meadows TIF Fund 295

SECTION 3. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 22-R-94					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-94** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

 Diane C. Werbrich, MMC

Council Memo: Legislation (22-R-95)

Subject: Transferring Unencumbered Funds
From: Michelle Crandall, City Manager
Initiated by: Greg Tantari, Deputy Finance Director
Date: November 14, 2022

Executive Summary

This legislation authorizes the transfer of unencumbered funds.

Staff Recommendation

Staff recommends Council adoption of this piece of legislation.

Background

Section 6.10 of the Hilliard City Charter permits City Council to approve the transfer of unencumbered funds by resolution. This piece of legislation is needed to transfer various unencumbered balances of appropriation within several operating funds to meet projected expenditures related to salary adjustments and tax refunds through the end of the year.

Specifically, funds that were appropriated for contracting purposes within the General Fund, Recreation and Park Fund, Street Fund, Water Revenue Fund, Sewer Fund, and Storm Water Fund are being transferred to the account that handles salaries within those same funds. Additionally, funds that were appropriated for contracting purposes in the Capital Fund and Street Improvement Fund are also being transferred to the account that funds tax refunds.

The transfers do not increase the total 2022 operating budget appropriation approved by the passage of Ordinance No. 21-36.

Financial Impacts

See Exhibit A to the legislation outlining the various amounts to be transferred within each fund.

Expected Benefits

N/A

Attachments

N/A



Resolution: 22-R-95

Adopted:

Page 1 of

Effective:

AUTHORIZING THE TRANSFER OF UNENCUMBERED FUNDS.

WHEREAS, on November 22, 2022, City Council passed Ordinance No. 21-36 providing for the appropriation of funds for the year ending December 31, 2022; and

WHEREAS, Section 6.10 of the Hilliard City Charter allows City Council to authorize the transfer unencumbered balances in the fourth quarter of the fiscal year by Resolution; and

WHEREAS, the City finds it is necessary to transfer various unencumbered balances of appropriation within several operating funds to meet projected expenditures through December 31, 2022; and

WHEREAS, these transfers will not increase the operating budget amount approved by Council in Ordinance No. 21-36; and

WHEREAS, it is to the interest and benefit of the City of Hilliard and the public at large that these transfer be made.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. City Council approves the transferring of funds, as shown on Exhibit "A" attached hereto and incorporated herein.

SECTION 2. The Finance Director is authorized and directed to transfer the amounts as shown on Exhibit "A".

SECTION 3. This Resolution shall become effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
 Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
 Director of Law

✓ Vote Record - Resolution 22-R-95						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-95** passed by the Hilliard City Council on the 14th day of November 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of November 2022.

Diane C. Werbrich, MMC

2022 Object 51 Amendments

Fund	Department	Description	Original Object 51	Adjustment	Amended Budget
101	107	Safety	\$ 11,540,433	\$ -	\$ 11,540,433
101	220	Health	-	-	-
101	405	Community Development	275,664	50,000	325,664
101	407	Transportation & Mobility	162,274	-	162,274
101	408	Engineering	234,684	-	234,684
101	409	Building	545,988	(50,000)	495,988
101	410	Planning	438,206	-	438,206
101	701	City Manager	214,699	24,000	238,699
101	702	Council	362,617	-	362,617
101	703	Clerk of Courts	227,238	-	227,238
101	704	Law	255,511	-	255,511
101	705	Finance	914,669	-	914,669
101	706	Economic Development	334,304	-	334,304
101	707	City Clerk	-	-	-
101	708	Human Resources	394,649	-	394,649
101	710	Facilities	330,240	-	330,240
101	711	Information Technology	697,580	-	697,580
101	712	Community Relations	536,111	-	536,111
101	716	Boards and Commissions	118,387	-	118,387
101	719	General Government	31,545	2,461	34,006
		General Fund Total	\$ 17,614,799	\$ 26,461	\$ 17,641,260
103	306	Recreations & Parks	2,863,484	7,061	2,870,545
		Special Revenue Funds (Note)			
202		Streets	\$ 1,235,118	\$ 10,185	\$ 1,245,303
203		County Motor Vehicle Tax	-	-	-
204		Fleet	-	-	-
206		Street Improvement Muni Tax	-	-	-
207		Grants	-	-	-
208		Park Improvements	-	-	-
209		OMVI	-	-	-
210		Law Enforcement	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-
212		Law Enforcement Seizure	-	-	-
213		Mayor's Court Computer	-	-	-
215		Hilliard Recovery Court	87,732	-	87,732
266		Water Revenue	719,126	10,185	729,311
267		Sewer Revenue	719,126	10,185	729,311
268		Sewer Cap & Benefit	-	-	-
283		Construction Inspection	372,177	-	372,177
269		Storm Water Utility	719,126	10,185	729,311
290/291		Tax increment Financing	-	-	-
		Totals	\$ 3,852,404	\$ 40,740	\$ 3,893,144
304		Capital Improvement Fund	\$ -	\$ -	\$ -
		Totals	\$ 24,330,686	\$ 74,262	\$ 24,404,948

Attachment: Exhibit A.2022 Transfers (22-R-95 : Transferring Unencumbered Funds)

Note: Funds 207 through 215, 230, 250, 285 through 303, 782, and 890, 891, 892, 893, 894, 895, 896, 897, 898 will be deemed appropriated when revenue is received.

2022 Object 52 Amendments

Fund	Department	Description	Original Object 52	Adjustment	Amended Budget
101	107	Safety	\$ 327,300	\$ -	\$ 327,300
101	220	Health	-	-	-
101	405	Community Development	13,200	-	13,200
101	407	Transportation & Mobility	14,630	-	14,630
101	408	Engineering	4,430	-	4,430
101	409	Building	13,800	-	13,800
101	410	Planning	5,890	-	5,890
101	701	City Manager	14,000	-	14,000
101	702	Council	150,500	-	150,500
101	703	Clerk of Courts	17,700	-	17,700
101	704	Law	11,850	-	11,850
101	705	Finance	36,000	-	36,000
101	706	Economic Development	34,800	-	34,800
101	707	City Clerk	12,700	-	12,700
101	708	Human Resources	20,300	-	20,300
101	710	Facilities	43,800	-	43,800
101	711	Information Technology	37,000	-	37,000
101	712	Community Relations	116,850	-	116,850
101	716	Boards and Commissions	22,150	-	22,150
101	719	General Government	53,500	-	53,500
		General Fund Total	\$ 950,400	\$ -	\$ 950,400
103	306	Recreations & Parks	431,144	-	431,144
		Special Revenue Funds (Note)			
202		Streets	\$ 539,000	\$ -	\$ 539,000
203		County Motor Vehicle Tax	40,000	-	40,000
204		Fleet	-	-	-
206		Street Improvement Muni Tax	-	-	-
207		Grants	-	-	-
208		Park Improvements	10,000	-	10,000
209		OMVI	-	-	-
210		Law Enforcement	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-
212		Law Enforcement Seizure	-	-	-
213		Mayor's Court Computer	10,000	-	10,000
215		Hilliard Recovery Court	-	-	-
250		Grant Fund	-	-	-
266		Water Revenue	69,500	(5,185)	64,315
267		Sewer Revenue	36,000	-	36,000
268		Sewer Cap & Benefit	-	-	-
283		Construction Inspection	6,000	-	6,000
269		Storm Water Utility	26,000	-	26,000
290/291		Tax increment Financing	-	-	-
		Totals	\$ 736,500	\$ (5,185)	\$ 731,315
		Totals	\$ 2,118,044	\$ (5,185)	\$ 2,112,859

Attachment: Exhibit A.2022 Transfers (22-R-95 : Transferring Unencumbered Funds)

2022 Object 53 Amendments

Fund	Department	Description	Original Object 53	Adjustment	Amended Budget
101	107	Safety	\$ 1,126,400	\$ -	\$ 1,126,400
101	220	Health	381,000	-	381,000
101	405	Community Development	15,000	-	15,000
101	407	Transportation & Mobility	112,250	-	112,250
101	408	Engineering	40,000	-	40,000
101	409	Building	-	-	-
101	410	Planning	60,000	-	60,000
101	701	City Manager	80,000	-	80,000
101	702	Council	30,000	-	30,000
101	703	Clerk of Courts	113,640	-	113,640
101	704	Law	350,000	-	350,000
101	705	Finance	83,000	-	83,000
101	706	Economic Development	85,000	(15,000)	70,000
101	707	City Clerk	2,500	-	2,500
101	708	Human Resources	143,650	-	143,650
101	710	Facilities	2,460,000	-	2,460,000
101	711	Information Technology	727,400	-	727,400
101	712	Community Relations	177,000	-	177,000
101	716	Boards and Commissions	-	-	-
101	719	General Government	773,000	(86,461)	686,539
		General Fund Total	\$ 6,759,840	\$ (101,461)	\$ 6,658,379
103	306	Recreations & Parks	598,019	(7,061)	590,958
		Special Revenue Funds (Note)			
202		Streets	\$ 185,000	\$ (10,185)	\$ 174,815
203		County Motor Vehicle Tax	180,000	-	180,000
204		Fleet	-	-	-
206		Street Improvement Muni Tax	845,000	(10,000)	835,000
207		Grants	-	-	-
208		Park Improvements	20,000	-	20,000
209		OMVI	-	-	-
210		Law Enforcement	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-
212		Law Enforcement Seizure	-	-	-
213		Mayor's Court Computer	20,000	-	20,000
215		Hilliard Recovery Court	40,000	-	40,000
250		Grant Fund	-	-	-
266		Water Revenue	50,000	(5,000)	45,000
267		Sewer Revenue	95,000	(10,185)	84,815
268		Sewer Cap & Benefit	-	-	-
283		Construction Inspection	350,000	-	350,000
269		Storm Water Utility	906,000	(10,185)	895,815
290/291		Tax increment Financing	-	-	-
		Totals	\$ 2,691,000	\$ (45,555)	\$ 2,645,445
304		Capital Improvement Fund	\$ -	\$ -	\$ -
		Totals	\$ 10,048,859	\$ (154,077)	\$ 9,894,782

Attachment: Exhibit A.2022 Transfers (22-R-95 : Transferring Unencumbered Funds)

Note: Funds 207 through 215, 230, 250, 285 through 303, 782, and 890, 891, 892, 893, 894, 895, 896, 897, 898 will be deemed appropriated when revenue is received.

2022 Object 55 Amendments

Fund	Department	Description	Original Object 55	Adjustment	Amended Budget
101	107	Safety	\$ -	\$ -	\$ -
101	220	Health	-	-	-
101	405	Community Development	-	-	-
101	407	Transportation & Mobility	-	-	-
101	408	Engineering	-	-	-
101	409	Building	-	-	-
101	410	Planning	-	-	-
101	701	City Manager	-	-	-
101	702	Council	-	-	-
101	703	Clerk of Courts	-	-	-
101	704	Law	-	-	-
101	705	Finance	-	-	-
101	706	Economic Development	-	-	-
101	707	City Clerk	-	-	-
101	708	Human Resources	-	-	-
101	710	Facilities	-	-	-
101	711	Information Technology	-	-	-
101	712	Community Relations	-	-	-
101	716	Boards and Commissions	-	-	-
101	719	General Government	-	-	-
		General Fund Total	\$ -	\$ -	\$ -
103	306	Recreations & Parks	-	-	-
		Special Revenue Funds (Note)			
202		Streets	\$ 1,251,968	\$ -	\$ 1,251,968
203		County Motor Vehicle Tax	-	-	-
204		Fleet	-	-	-
206		Street Improvement Muni Tax	2,222,013	-	2,222,013
207		Grants	-	-	-
208		Park Improvements	90,000	-	90,000
209		OMVI	-	-	-
210		Law Enforcement	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-
212		Law Enforcement Seizure	-	-	-
213		Mayor's Court Computer	20,000	-	20,000
215		Hilliard Recovery Court	-	-	-
250		Grant Fund	-	-	-
266		Water Revenue	60,000	-	60,000
267		Sewer Revenue	246,175	-	246,175
268		Sewer Cap & Benefit	50,000	-	50,000
283		Construction Inspection	-	-	-
269		Storm Water Utility	95,000	-	95,000
290/291		Tax increment Financing	-	-	-
		Totals	\$ 4,035,156	\$ -	\$ 4,035,156
304	306	Recreations & Parks	\$ 20,000	\$ (20,000)	\$ -
	710	Facilities	-	20,000	\$ 20,000
	719	General Government	100,000	(20,000)	\$ 80,000
	Other	Other Departments	10,376,916	-	\$ 10,376,916
		Capital Improvement Fund	\$ 10,496,916	\$ (20,000)	\$ 10,476,916
		Totals	\$ 14,532,072	\$ (20,000)	\$ 14,512,072

Attachment: Exhibit A.2022 Transfers (22-R-95 : Transferring Unencumbered Funds)

2022 Object 58 Amendments

Fund	Department	Description	Original Object 58	Adjustment	Amended Budget
101	107	Safety	\$ -	\$ -	\$ -
101	220	Health	-	-	-
101	405	Community Development	-	-	-
101	407	Transportation & Mobility	-	-	-
101	408	Engineering	-	-	-
101	409	Building	-	-	-
101	410	Planning	-	-	-
101	701	City Manager	-	-	-
101	702	Council	-	-	-
101	703	Clerk of Courts	-	-	-
101	704	Law	-	-	-
101	705	Finance	-	-	-
101	706	Economic Development	-	-	-
101	707	City Clerk	-	-	-
101	708	Human Resources	-	-	-
101	710	Facilities	-	-	-
101	711	Information Technology	-	-	-
101	712	Community Relations	-	-	-
101	716	Boards and Commissions	-	-	-
101	719	General Government	795,000	75,000	870,000
		General Fund Total	\$ 795,000	\$ 75,000	\$ 870,000
103	306	Recreations & Parks	-	-	-
		Special Revenue Funds (Note)			
202		Streets	\$ -	\$ -	\$ -
203		County Motor Vehicle Tax	-	-	-
204		Fleet	-	-	-
206		Street Improvement Muni Tax	80,000	10,000	90,000
207		Grants	-	-	-
208		Park Improvements	-	-	-
209		OMVI	-	-	-
210		Law Enforcement	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-
212		Law Enforcement Seizure	-	-	-
213		Mayor's Court Computer	-	-	-
215		Hilliard Recovery Court	-	-	-
266		Water Revenue	-	-	-
267		Sewer Revenue	-	-	-
268		Sewer Cap & Benefit	-	-	-
283		Construction Inspection	-	-	-
269		Storm Water Utility	-	-	-
290/291		Tax increment Financing	-	-	-
		Totals	\$ 80,000	\$ 10,000	\$ 90,000
304		Capital Improvement Fund	\$ 160,000	\$ 20,000	\$ 180,000
		Totals	\$ 1,035,000	\$ 105,000	\$ 1,140,000

Attachment: Exhibit A.2022 Transfers (22-R-95 : Transferring Unencumbered Funds)

Exhibit A-Resolution 22-R-XX 2022 Budget Amendment

2022 Budget Amendment Summary

Fund	Department	Description	Original	Adjustment	Amended Budget
101	107	Safety	\$ 12,994,133	\$ -	\$ 12,994,133
101	220	Health	381,000	-	381,000
101	405	Community Development	303,864	50,000	353,864
101	407	Transportation & Mobility	289,154	-	289,154
101	408	Engineering	279,114	-	279,114
101	409	Building	559,788	(50,000)	509,788
101	410	Planning	504,096	-	504,096
101	701	City Manager	308,699	24,000	332,699
101	702	Council	543,117	-	543,117
101	703	Clerk of Courts	358,578	-	358,578
101	704	Law	617,361	-	617,361
101	705	Finance	1,033,669	-	1,033,669
101	706	Economic Development	454,104	(15,000)	439,104
101	707	City Clerk	15,200	-	15,200
101	708	Human Resources	558,599	-	558,599
101	710	Facilities	2,834,040	-	2,834,040
101	711	Information Technology	1,461,980	-	1,461,980
101	712	Community Relations	829,961	-	829,961
101	716	Boards and Commissions	140,537	-	140,537
101	719	General Government	1,653,045	(9,000)	1,644,045
		General Fund Total	\$ 26,120,038	\$ -	\$ 26,120,038
103	306	Recreations & Parks	\$ 3,892,647	-	3,892,647
		Special Revenue Funds (Note)			
202		Streets	3,211,086	-	3,211,086
203		County Motor Vehicle Tax	220,000	-	220,000
204		Fleet	-	-	-
206		Street Improvement Muni Tax	3,147,013	-	3,147,013
208		Park Improvements	120,000	-	120,000
209		OMVI	-	-	-
210		Law Enforcement	-	-	-
211		Law Enforcement Mandatory Drug Fine	-	-	-
212		Law Enforcement Seizure	-	-	-
213		Mayor's Court Computer	50,000	-	50,000
215		Hilliard Recovery Court	127,732	-	127,732
266		Water Revenue	898,626	-	898,626
267		Sewer Revenue	1,096,301	-	1,096,301
268		Sewer Cap & Benefit	50,000	-	50,000
283		Construction Inspection	728,177	-	728,177
269		Storm Water Utility	1,746,126	-	1,746,126
290/291		Tax increment Financing	-	-	-
		Total for Special Revenue Funds	\$ 11,395,060	\$ -	\$ 11,395,060
304		Capital Improvement Fund	10,656,916	-	10,656,916
		Totals	\$ 52,064,661	\$ -	\$ 52,064,661

Note: Funds 207 through 215, 230, 250, 285 through 303, 782, and 890, 891, 892, 893, 894, 895, 896, 897, 898 will be deemed appropriated when revenue is received.

Attachment: Exhibit A.2022 Transfers (22-R-95 : Transferring Unencumbered Funds)