

## **AGENDA**

# **Regular Council Meeting**

7:00 PM Monday, May 8, 2023

### **Council Members**

Omar Tarazi, President
Cynthia Vermillion, Vice President
Les Carrier
Tina Cottone
Peggy Hale
Pete Marsh
Andy Teater

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

• <u>Goal Statement</u> - 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

• <u>Goal Statement</u> - 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

• <u>Goal Statement</u> - 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

• <u>Goal Statement</u> - 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

• <u>Goal Statement</u> - 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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#### 1. Call to Order

### 2. Invocation and Pledge of Allegiance

Invocation - Ms.Hale

The Pledge of Allegiance to the Flag of the United States of America - Mr. Marsh

#### 3. Roll Call

#### 4. Approval of Minutes

A. Approval of the Minutes

04242023 Special-ES

04242023 Regular

#### 5. Commission and Board Reports

Board of Zoning Appeals

Destination Hilliard Cynthia Vermillion

Environmental Sustainability Commission Pete Marsh

MORPC City Manager Crandall Planning & Zoning Commission Peggy Hale

Public Arts Commission Peggy Hale

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

#### 6. Recognition and Special Guests

#### 7. Changes to the Agenda

### 8. Consent Agenda

A. Bee Bubbly Mural Approval

Bee Bubly Mural(2)

#### 9. Public Comments (Items not on the Agenda)

**Public Notice:** Any member of the public addressing Council on items not on this agenda or legislation that is not a public hearing 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.

Peggy Hale

#### 10. Business of the Council

#### A. Ordinances

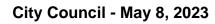
### Second Readings/Public Hearings - None First Readings

23-07 AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ADVANCED DRAINAGE SYSTEMS, INC; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS; AND AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FUNDS.

Memo: Advanced Drainage Development Agreement - Pdf

23 - 50

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23-R-30	Appointing Members to the City's Recreation and Parks Advisory Committee (RPAC).	51 - 52
	Memo: High School Appointments to the RPAC - Pdf	
23-R-31	AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH THE EDGE GROUP, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE ATHLETIC FIELDS AT THE RECREATION AND WELLNESS CAMPUS.  Memo: EDGE Additional Administrative Construction Services - Pdf	53 - 58
23-R-32	AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PROFESSIONAL PAVEMENT SERVICES FOR THE 2023 SIDEWALK MAINTENANCE PROGRAM (CIP T-160); AND AUTHORIZING THE EXPENDITURE OF FUNDS.	59 - 68
	Memo: 2023 Sidewalk Program (CIP T-160) - Pdf	
23-R-33	AUTHORIZING THE CONDITIONAL USE FOR INDOOR COMMERCIAL RECREATION AT 5303 NORWICH STREET, SUITE 400 WITHIN THE OH-MD, OLD HILLIARD MIXED USE ZONING DISTRICT.	69 - 76
	Memo: Authorizing Conditional Use - 5303 Norwich Street, Suite 400 - Pdf	
23-R-34	AUTHORIZING THE CONDITIONAL USE FOR BREW PUBS AND SIMILAR ESTABLISHMENTS AT 4071 GRANT STREET WITHIN THE OH-MD, OLD HILLIARD MIXED USE ZONING DISTRICT.	77 - 135
	Memo: Authorizing Conditional Use - 4071 Grant Street - Pdf	
President	's Communication	l
Staff Repo	orts	ı
City Mana	ger Updates	l .
Items for Council Discussion		
Adjournm	ent	



**CITY COUNCIL** 

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## April 24, 2023 Special Executive Session Minutes

#### **CALL TO ORDER**

The meeting was called to order by President Tarazi at 6:45 PM.

#### **ROLL CALL**

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

**Staff Members Present:** City Manager Michelle Crandall, Law Director Phil Hartmann, Economic Development Director David Meadows Community Relations Director David Ball and Clerk of Council Diane Werbrich

Mr. Carrier, seconded by Ms. Hale, moved to recess to Executive Session for matters pertaining to economic strategies (Charter Section 2.10(1)(g)(I).

MOVER: Les Carrier SECONDER: Peggy Hale

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

#### **EXECUTIVE SESSION**

Council recess to Executive Session at 6:46 PM

Ms. Cottone, seconded by Mr. Carrier, moved to end the Executive Session.

MOVER: Tina Cottone SECONDER: Les Carrier

**AYES:** Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

President Tarazi reconvened the Special/Executive Session meeting at 6:56 PM.

#### **ITEMS FOR COUNCIL DISCUSSION - None**

Vice President Vermillion, seconded by Ms. Cottone, moved to adjourn the meeting by Voice Vote.

STATUS: Adopted

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

#### **ADJOURNMENT - 6:56 PM**



Agenda Item 4.A.
April 24, 2023
Special Executive Session
Minutes
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Omar Tarazi, President	Diane Werbrich, MMC	
City Council	Clerk of Council	
	Approved:	



**CITY COUNCIL** 

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## April 24, 2023 Regular Meeting Minutes

#### **CALL TO ORDER**

The meeting was called to order by President Omar Tarazi at 7:00 PM.

#### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation - Pastor Tim Vansant, First Community Church

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

#### **ROLL CALL**

Title:	Status:
President	Present
Vice President	Present
Councilman	Present
Councilwoman	Present
Councilwoman	Present
Councilman	Present
Councilman	Present
	President Vice President Councilman Councilwoman Councilwoman Councilman

**Staff Members Present:** City Manager Michelle Crandall, Law Director Phil Hartmann, Assistant City Manager Dan Ralley, Police Chief Mike Woods, Community Relations Director David Ball, City Planner John Talentino, City Engineer Clark Rausch, Transportation and Mobility Director Letty Schamp, Economic Development Director David Meadows and Clerk of Council Diane Werbrich

#### **APPROVAL OF MINUTES**

President Tarazi asked if there were any changes or corrections to the April 10, 2023, Regular meeting minutes. Hearing none, the minutes were approved as submitted.

STATUS: Accepted

**AYES:** Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

#### **COMMISSION AND BOARD REPORTS**

Board of Zoning Appeals - No report.

**Destination Hilliard** - Vice President Vermillion reminded everyone to go to Destinationhilliard.org or follow them on Instagram and Facebook to learn about all of upcoming events in Hilliard.

**Environmental Sustainability Commission** - Mr. Marsh reported 152 cars came to the Earth Day Collection on April 15, 2023, and 7,280 pounds of paper were collected but he does not yet have the totals for electronics and Styrofoam collected. Mr. Marsh stated the Fairground was an awesome spot for this event and he hopes the event will continue to be held there.

**MORPC**- No report.

**Planning & Zoning Commission** - Ms. Hale stated Local Cantina will be putting up a partial cover on their patio to allow for in and outside dining. She added Weaver Flex Park was approved on a Level B Site Plan which Council will hear more about that later in this meeting. Ms. Hale reported a Hilliard Winery and outdoor event venue will be going in near the Junction, which will be contiguous and looks beautiful. Old Hilliard Mercantile was approved for a 756 square foot yoga studio to go in under their roof as well.

Public Arts Commission - No report.

**Rec & Parks Advisory Commission** - Mr. Carrier reported that the high school students on the Commission are graduating and Council will be appointing new high school students to replace them. He mentioned that staff has partnered with Hilliard schools to create a program where children can get credit for being a life guard and taking life guard classes. He added this is unique to the area, the region and probably the state and is an awesome tie in and a good example of collaboration.

Shade Tree Commission - No report.

**Aging in Place Committee** - Ms. Cottone announced the Committee will be at the Health and Wellness Fair on Tuesday, April 25, 2023.

Other Boards/Commissions - No report.

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

#### PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

President Tarazi stated that he spoke with Mr. Delande who asked for additional time beyond the three minutes that are allowed so he could fully express his position to Council. He said Council can vote to grant Mr. Delande extra time, or there are several others signed up who, he assumes, will give Mr. Delande their time. Vice President Vermillion asked how much extra time does Mr. Delande anticipate needing beyond three minutes. Mr. Delande replied he believes he will need 15 minutes.

President Tarazi, seconded by Mr. Carrier, moved to permit Mr. Delande to extend his time to address Council.

STATUS: Approved (7-0)
MOVER: Omar Tarazi
SECONDER: Les Carrier

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

Dave Delande, Hayden Run Road, addressed Council regarding his termination.

Sylvia Stansell, no address given, in support of Mr. Delande.

Jeff Gergal, 5038 Mengel Lane, in support of Mr. Delande.

Jim Deitz, 3455 Polly Road, in support of Mr. Delande.

Jeff Walker, 110-5 Betel Road, Marietta, Ohio, in support of Mr. Delande.

Mike Trubiano, 4500 Dublin Road, in support of Mr. Delande.

President Tarazi asked if Council would like discuss.

Mr. Marsh stated Mr. Hartmann provided Council an opinion that this is not the forum for an investigative inquiry. He added he appreciates Mr. Delande attending the meeting, giving his timeline of events and providing information that Council will receive through Mr. Carrier's public records request made earlier that day. Mr. Marsh restated that this is not the place to do an investigation but according to Mr. Hartmann's opinion, he believes Council has the ability to convene an inquiry. While he intends to not support it, he would like to move to conduct an inquiry, have Council vote and move forward according to

the will of Council. President Tarazi replied there is the issue of an inquiry as far as asking Mr. Delande questions but Council can have a conversation and discuss. Mr. Marsh responded without asking, quizzing or investigative questions because this is not the place for that. President Tarazi stated as a preliminary matter, he asked Mr. Carrier if he was planning to ask Mr. Delande a question or someone else. Mr. Carrier replied the first clarification he needs to make is if Council would be willing to share Mr. Hartmann's email with the community, which he assumes is the legal opinion that Mr. Marsh is basing his motion on. He asked Mr. Marsh to withdraw his motion until there is some clarity on what they are talking about and the limitations he wants with this motion. Mr. Marsh agreed to withdraw his motion.

Mr. Carrier, seconded by President Tarazi, moved to release the email received from Mr. Hartmann dated April 18, 2023, be permitted to be discussed openly, and Council waives privilege associated with that legal opinion.

Mr. Marsh asked Mr. Hartmann for his opinion. Mr. Hartmann replied the privilege is Council's and would be up to Council if they want to release the memo. If Council chooses to do so, he would be happy to discuss in further detail. President Tarazi clarified that this motion is to waive the attorney-client privilege on the email Mr. Hartmann sent so that email can be discussed openly and shared. Ms. Cottone asked if the discussion of this email will be tonight or in the future. President Tarazi stated it cannot be discussed at all unless Council waives privilege regardless of when it is discussed.

Prior to Mr. Teater's vote, he stated since there could be possible litigation, he is not in favor of giving up Council's privilege.

Prior to Vice President Vermillion's vote she stated that she does not understand the legal implications and asked if information in an email, is not already a public record. Mr. Hartmann explained this this is covered by attorney-client privilege because it was his legal opinion to Council.

STATUS: Approved (4-1-2)
MOVER: Les Carrier

SECONDER: Omar Tarazi

AYES: Omar Tarazi, Les Carrier, Peggy Hale, Pete Marsh

NAYS: Andy Teater

**ABSTAIN:** Cynthia Vermillion, Tina Cottone

Mr. Carrier reported Mr. Hartmann sent an email to Council on Tuesday, which basically outlines Charter Section 2.07 and he agrees with Mr. Hartmann in that the Charter speaks to the power of the City Manager related to employees of the City. He noted that it clearly indicates that Ms. Crandall has the power to fire, hire or terminate in regards to the operation of the City. Mr. Carrier asked Mr. Hartmann if Mr. Delande is not currently an employee of the City. Mr. Hartmann agreed but what Council is discussing is about his employment so it would still be covered. Mr. Carrier then clarified that Mr. Hartmann is not a City employee and his law firm and him are under contract. Mr. Hartmann agreed. Mr. Carrier stated with those two points of clarification, he yields the floor to Mr. Marsh.

Mr. Marsh, seconded by President Tarazi, moved for Council to conduct an inquiry on Mr. Delande's termination.

Ms. Hale asked for clarification because Mr. Hartmann stated that Council was not supposed to discuss a former employee. Ms. Crandall explained the Charter gives Council the power of inquiries or investigations and individual members cannot ask questions but if Council votes in favor of inquiries, then Council can and is what Mr. Marsh motioned. Mr. Hartmann added pursuant to the Charter, Council has the right to make inquiries and investigations, but it is Council's right and not an individual's right. He noted if the motion does not pass, Council would then be prohibited from making an inquiry. Mr. Hartmann stated it is all within the purview of the City Manager to discuss anything related to Mr. Delande being employed with the City as the Finance Director and is much broader than stating Mr. Delande's employment. He continued that the Charter also says Council cannot conduct any inquiry related to

departments as well, which would be related to this. He explained that just about any question Council would ask former Finance Director Delande related to his employment, he would likely find it prohibited because of this Charter section. President Tarazi clarified that the motion is for Council to conduct an inquiry, specifically to be able to ask Mr. Delande questions about his employment. Mr. Hartmann replied it is not about asking Mr. Delande questions and is where President Tarazi is narrowing it down, but is any question whatsoever regarding any investigation relating to Mr. Delande. He added it is not as narrow and read the following "except for the purposes of inquiries and investigations under sub-section 4", and then he read sub-section 4 which states "Conduct inquiries and investigations regarding the affairs of the City, including officers and employees, and the conduct of any City department, office or agency and for this purpose subpoena witnesses, etc." Mr. Hartmann continued that sub-section 5 then provides that except for that purpose, Council has no other right to discuss those items above unless all members of Council vote on it. The Charter further states that "Council nor any of its members shall deal with City employees who are subject to the direction and supervision of the City Manager including Directors solely through the City Manager." He added if Council fails to pass this motion, Council would be prohibited from discussing anything related to Mr. Delande's employment because Council would be making an inquiry into a former employee who was subject to Ms. Crandall's power. Mr. Hartmann reported that he did not write this Charter section, but is just informing Council of what it says. Mr. Carrier stated that the Charter also says Council can "express our views and freely discuss with the City Manager matters pertaining to the hiring and termination of employees" and noted that there seems to be some contradiction. Mr. Hartmann replied that he does not see a contradiction because it states the Council absolutely has the right to discuss freely and feels the Charter was trying to protect Council's First Amendment to state their belief and to give Council the right, which Council always has, to make an inquiry of the City Manager because she is an employee of Council.

Mr. Carrier asked if the public records they have been requesting would be prohibited should this motion pass. Mr. Hartmann replied that is two different matters and he would have to review those documents specifically but they would not be subject to this section. Mr. Carrier reported some Council members have been making public records requests in order to get information on the lost facts because there are several pieces of information missing along with the additional information Council heard this evening. He continued that he wants to ensure that he has the right as a member of Council to make those public records requests. Mr. Hartmann replied that Mr. Carrier absolutely has that right but before any documents go out, the legal department will review those public records for exceptions.

President Tarazi asked if Council has to vote on whether there is an inquiry before they can ask Mr. Hartmann questions on how this was handled. Mr. Hartmann agreed.

President Tarazi stated he wants to give the reasons he is concerned about what has been told to Council and how this situation was handled, then Council can vote and if Council votes to not do an inquiry, then an inquiry will not be done.

President Tarazi believes that Council should conduct an inquiry and that Mr. Delande is owed some level of investigation on the part of Council as it relates to his 30 years of service. He added Council has been presented multiple conflicting information over time that deserves further scrutiny. For example, we have been asking over and over again through public records request what the actual policy was in place at the time of the phishing incident and what Council received from Ms. Crandall was a document that details a series of procedures. He continued that what Mr. Delande just informed Council this evening includes different procedures than what is listed in the document provided to Council. President Tarazi stated in Ms. Crandall's email to Council she mentioned the accounting assistant did not follow a pre-note procedure on the file and if that would have been done, this could have been averted because someone would have seen that the change had been made. He noted Mr. Delande did not mention that in is summation of what the procedures were and is not in the document provided to Council or the auditor as an actual procedure in place at the time. President Tarazi stated there is a conflict there, where on the one hand the City Manager is telling Council there was this procedure and it was violated, then on the other hand telling the auditor that this was the procedure in place at the time which did not include this pre-note procedure. He said that is a question mark as to whether Council is receiving the correct





information and why is there a conflict. President Tarazi continued that another bit of information presented to Council is that the accounting assistant screwed everything up, but what only became clear after a public records request is the document provided regarding the procedures was written after the event. After it became clear on February 1, 2023, the accounting assistant was tasked with writing what the procedures should be in place moving forward. The morning the accounting assistant submitted these procedures, which was on February 6, 2023, he was put on Administrative Leave, blamed for everything and ultimately resigned. He pointed out what the accounting assistant submitted in his handwritten notes became the typed version. Council was informed the City has found professional assistance and this is how it will be moving forward. President Tarazi commented that the procedures moving forward came from the same accounting assistant that Council was told was completely incompetent and all his fault. The accounting assistant basically fixes the problem, gets blamed for it and is let go. President Tarazi reported that he sees a pattern of conflicting information and a panicked effort to save reputation or whatever versus treating people fairly. From what he is seeing, what happened to Mr. Delande is an overreaction and unfair but if Council feels otherwise, they feel otherwise. He continued that he feels the same about the accounting assistant. When Council hired the City Manager and because of another incident that occurred, it was her responsibility to ensure employees were trained. President Tarazi feels that Council owes it to the voters and the taxpayers to get a clean timeline and the facts and is why Council needs to do more of an investigation into this and would support the motion to conduct an inquiry.

Mr. Carrier remarked that there is a lot to unbundle here and he said after Council received Mr. Delande's letter, that inconsistent information was being shared with Council and is why he made public record requests to find out and seek the truth. He noted there are these so-called protocols that were clearly not in writing or in written form at the time of the financial loss. Additionally, there is conflicting information as to whether the Deputy Finance Director did or did not sign off. Council has heard several times that the Deputy Director did sign off and also heard that is not the case. Mr. Carrier continued that another thing that he heard tonight that is pretty alarming if you are running a professional organization is there was no training in place for ACH. As a policy maker at our level, we have to be running around with our hair on fire because of what happed with the Ernst matter. We hired a professional person to bring those standards and there is clearly no standards there if that is the truth but he does not know and that is the problem. He stated another very alarming thing he learned this evening is that no performance reviews were done for Mr. Delande and asked if Council had an expectation that the Directors and leaders in this City would have written, annual performance reviews. Mr. Carrier understands that there may not have been a performance review of Mr. Delande since Ms. Crandall was hired. Mr. Carrier said he supports the motion to do an investigation, and thinks it should have been done a while back, where the State Auditor or an independent investigator can make sure we can show the community that we have got it together. He continued that he just outlined three or four major points and if any are true, there is a major issue especially since the Ernst matter and with the history of that department. Mr. Carrier shared that he, President Tarazi, former Council member McGivern, who was delayed, Ms. Crandall and other staff members met with County Auditor Faber to go over how the City moves forward after the Ernst matter. He stated that Mr. Faber gave a presentation and reviewed the services they offer and this situation screams for those services. He reiterated that he supports the motion to do an investigation and feels Council has a strong fiduciary obligation to ensure things are running smoothly. There is a direct conflict between two parties about what happened and it is clear there are conflicts. Mr. Carrier reported Mr. Delande mentioned during his presentation this evening that the legal department approved the ACH policy and asked Mr. Hartmann if that is correct. Mr. Teater called a Point of Order on the fact that Mr. Carrier's questions are getting into an inquiry. Mr. Hartmann agreed. Mr. Carrier stated that the inquiry is to Mr. Delande and his conduct. Mr. Hartmann stated that it is not and is an overall inquiry and is not limited to questions of Mr. Delande but limited to any inquiry related to this matter. He referenced Charter Section 2.07(4) which states "conduct inquiries and investigations regarding the affairs of the City, including officers and employees..." and does not state there is an exception to talking to one individual but is about an inquiry into a situation. Mr. Hartmann added that Council is overstepping a bit here because there is a motion on the floor. He appreciates that Council is allowed to discuss it but feels a lot of what is being discussed is an attempt to intentionally circumvent the Charter. Mr. Carrier replied that he will express his views freely and discuss matters pertaining to this. Mr. Hartmann reported that he can

do that with the City Manager and the Charter does not say with all of Council as well. The Charter states "discuss freely with the City Manager matters pertaining to the hiring and termination of such employees." Mr. Carrier replied the City Manager is here and asked how is Mr. Hartmann able to opine and give direction on a policy that he approved which may not have been sufficient or have sufficient controls. Mr. Hartmann reiterated that is an inquiry and in violation of the Charter. He noted that Mr. Delande did not say he reviewed it but that it was done in-house but he will look into it and get back to Mr. Carrier because he is not aware of that. Mr. Hartmann explained that Mr. Carrier is getting into inquiries and way beyond what is allowed in the Charter.

President Tarazi stated another reason for an inquiry is Mr. Delande's allegation that everything he did was approved by the legal department. He asked how that works with the legal department now reviewing and giving Council advice on how to handle this situation.

President Tarazi asked for a roll call vote on Mr. Marsh's motion.

Vice President Vermillion said before she votes she would like to say a couple of things. President Tarazi replied that Council is in the middle of the roll call on the motion and she had the opportunity to speak. Vice President Vermillion commented that she wants to explain her vote. President Tarazi said that is a point of order since Council is in the middle of roll call and stated Vice President Vermillion needs to vote. He continued, Council had plenty of time to discuss and members are voting based on what was said up to this point. Ms. Cottone advised President Tarazi that Vice President Vermillion had her hand up for a long time and he never turned to acknowledge her for her to comment and she just wanted to be clear on what was happening. President Tarazi replied that he specifically asked if anyone had any further comments and looked both ways. President Tarazi allowed Vice President Vermillion to give her comments. Vice President Vermillion reported there were references made about documents that she has never seen; discussion about information given to the auditor and she does not know what was given to them and references to public records requests that she does not believe she has seen. She explained there has been several emails going back and forth on public records requests from her colleagues, and it is hard to keep up with all of the email strings. Vice President Vermillion explained the point made about the written procedures is actually more damning to Mr. Delande's case because he reported that he came up with the procedures and they were good procedures. She continued that she is confused with Mr. Carrier and President Tarazi stating there were no written procedures until the assistant created them. Vice President Vermillion thanked Mr. Delande for coming and stated she is interested in finding out more but this is not the proper forum for that right now. President Tarazi explained that if Vice President Vermillion votes no, Council is not going to look into this matter now, later or in the future and that is it, Council is not looking into it. He continued that is what her no vote means unless there is a new motion to reopen or a change of motion. President Tarazi reported the information brought up this evening was shared with all of Council. Mr. Hartmann stated the vote was taken, the clerk should note what the vote is and then it is over.

STATUS: Defeated (4-3)
MOVER: Pete Marsh
SECONDER: Omar Tarazi

AYES: Tarazi, Carrier, Hale

**NAYS:** Vermillion, Cottone, Marsh, Teater

Mr. Marsh explained this is not the body to conduct an inquiry and Council are not judges. Mr. Tantari or the junior assistant, who are getting blamed, are not here to speak for themselves and this is not the place to do it. He continued that this is not about Mr. Delande but about certain Council members using him to go after the City Manager. He reported that is at least what one Council member is doing and he is not talking about the audience because they are well-meaning people who are friends of Mr. Delande. He likes Mr. Delande and he has been fantastic to him, but this is not Council's job or role and is about staying in our lane. Mr. Marsh said it does not matter whether he agrees or disagrees with Ms. Crandall's decision but she made the decision and that is where we go.

President Tarazi asked, for clarity of the record, can the vote be retaken a second time so that it is clear after all of this discussion or does Council just want to continue. President Tarazi moved to re-vote on the motion. Mr. Hartmann explained that would be a vote to reconsider and would have to be made from the prevailing side because that motion cannot be made from the losing side. President Tarazi replied that anyone can motion and what Mr. Hartmann said is an invented rule. Mr. Hartmann replied it is not an invented rule and is part of the Council Rules, which he is trying to have Council follow. President Tarazi reported the Charter does say that Council has the option of expressing its opinion as it relates to this matter as well. He added Council is not conducting an inquiry based on the motion but can give or not give an opinion with what is in front of Council,.

President Tarazi, seconded by Mr. Carrier, moved to have Council express its views to the City Manager that this matter was not handled appropriately.

Mr. Hartmann asked President Tarazi for clarification on his motion. President Tarazi replied the Charter states Council can express their opinions on matters. Mr. Hartmann explained the Charter says "freely discuss with the City Manager" and "Council may express its views and freely discuss with the City Manager", and it does not say discuss with all of Council. He added President Tarazi is getting beyond the scope of what the Charter says. President Tarazi stated that Council is more than capable of expressing its views and is done at every meeting. Mr. Hartmann replied he believes that a few Council members did that prior to the motion but once something is voted on, it is done. President Tarazi replied Council voted not to do an inquiry and that is not the same as expressing opinions on whether things were done properly. Mr. Hartmann stated Council would not need a motion if they are already allowed to do it or if President Tarazi believes that is what the Charter section says. Mr. Hartmann noted it would require a motion to do an inquiry or investigation and reiterated that the Charter says "Council may express its views freely and discuss with the City Manager matters pertaining to the hiring and termination of such employees". President Tarazi remarked that Council cannot direct the City Manager but can give advice to the City Manager that this needs to be looked at again. President Tarazi asked Mr. Hartmann to read the Charter section. Mr. Hartmann read Charter Section 2.07, which states "Neither Council or any of its members shall in any manner direct or demand the hiring or termination of any City employee that the City Manager is empowered to hire; however, Council may express its views and freely discuss with the City Manager matters pertaining to hiring and termination of such employees."

Before the vote, Ms. Hale thanked Mr. Delande for his service to the City and she appreciated his presentation.

STATUS: Defeated (5-2)
MOVER: Omar Tarazi
SECONDER: Les Carrier

AYES: Omar Tarazi, Les Carrier

NAYS: Vermillion, Cottone, Hale, Marsh, Teater

Trish Barker, 4677 Prestige Lane, regarding respect and Council leadership. Alex Cofield, 3323 Scioto Farms Drive, regarding respect and Council leadership.

#### **BUSINESS OF THE COUNCIL**

#### A. Ordinances

#### SECOND READINGS/PUBLIC HEARINGS

23-06 REPEALING SECTION 6 OF ORDINANCE NO. 15-39 AND RESOLUTION NO. 17-R-07 REGARDING ANNUAL COMPENSATION TO MEMBERS OF CERTAIN CITY BOARDS AND COMMISSIONS.

April 24, 2023

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STATUS: Adopted (6-1)

AYES: Tarazi, Vermillion, Cottone, Hale, Marsh, Teater

NAYS: Les Carrier

#### FIRST READINGS - None.

#### **B.** Resolutions

## 23-R-24

APPROVING COUNCIL APPOINTMENTS TO THE PUBLIC ARTS COMMISSION AND SETTING NEW TERMS TO ENSURE OVERLAPPING AS REQUIRED BY SECTION 149.05 OF THE CITY'S CODIFIED ORDINANCES.

STATUS: Adopted (7-0) MOVER: Andy Teater SECONDER: Peggy Hale

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

#### **AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL** 23-R-25 SERVICE INDUSTRIES, INC. FOR SPECIAL INSPECTIONS RELATED TO THE RECREATION AND WELLNESS CAMPUS.

Ms. Crandall explained this is a Professional Services Agreement with Professional Services Industry (PSI) for certain material testing and special inspections as part of the recreation and wellness campus. She reported McCarthy Consulting reached out to four firms and only one proposal was received. She noted the City has worked with PSI in the past and they have a great reputation. Their proposal was for \$195,833.00, which the total amount is lower than the \$225,000.00 budgeted amount. Staff recommends approval.

STATUS: Adopted (7-0) MOVER: Cynthia Vermillion SECONDER: Andy Teater

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

#### 23-R-26 **AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CIP ST-38, CLOVER GROFF RUN STREAM RESTORATION PROJECT, PHASE 2 AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

Mr. Rausch explained this resolution authorizes the City to enter into a contract for Phase 2 of the Clover Groff Run Stream Restoration Project. He noted Phase 1 was completed in 2016 and Phase 2 will be the remainder of Clover Groff Run and Municipal Park. Bids were opened on March 31, 2023, and five bids were received and all were below the Engineer's estimate with the low bid being \$1.212 million for Phase 2. Mr. Rausch added this project will help the City accomplish one of the requirements in the MS4 Ohio Environmental Protection Agency (EPA) Permit in that the City is able to relocate or restore 400 feet of this steam restoration. One of the possibilities is restoring at least 300 feet of the stream and the City is going to restore the first 400 feet of this with just City dollars because grant dollars cannot be used to meet that EPA requirement. This accomplishes that as well and takes the City through one five-year permit period for the EPA permit.



STATUS: Adopted (7-0)
MOVER: Tina Cottone
SECONDER: Cynthia Vermillion

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

#### 23-R-27

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE 2023 STREET MAINTENANCE AND REHABILITATION PROGRAM (SMRP); AUTHORIZING PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM; AND AUTHORIZING THE EXPENDITURE OF FUNDS.

Ms. Schamp reported this resolution authorizes two contracts and modifies one contract related to the street maintenance program. The first contract is related to the actual Street Maintenance and Rehabilitation Program (SMRP) that went out to bid in March and bids were opened April 6, 2023. A map was included in the Council packet that shows the different types of maintenance strategies the City will be using on the streets of the City, which include traditional resurfacing, preventative maintenance strategies, pavement repairs along some arterial streets and some traffic signal ADA modifications. She continued that the Engineer's estimate for this program was \$2.278 million and there were two bids received with Strawser Paving Company being the lowest with a bid of approximately \$2.3 million. The second contract is related to a cooperative purchasing agreement through the Ohio Department of Transportation (ODOT) for crack sealing treatments throughout the City in the subdivisions of Hoffman Farms and Lakewood as well as two other thoroughfare type streets. Ms. Schamp stated the scope of this work is in the meeting packet (page 44), which give a description of what is going to be done. She added this contract is with Strawser Construction, Inc. The last contract is with DLZ Ohio, which the City has a current PSA with and this just authorizes an expenditure. Ms. Schamp reported the sum of the three contracts related to street maintenance is \$2.968 million and includes approximately a ten percent contingency on each one of these contracts.

Vice President Vermillion asked what the differences are between the mill and overlay. Ms. Schamp replied that a mill and overlay is where approximately an inch and a half of the surface is milled off and then repaved, which is what will be done on a lot of the neighborhood streets. Microsurfacing and capeseal are types of preventative maintenance treatments. Partial and full depth pavement repair is if the longitudinal joint between two lanes is pulling apart and water is getting down in there and potholes start to form along a line and is what the City will be doing in those locations. When you have to do the mill and overlay or reconstructing a road, is where it gets expensive so the City is trying to stay on top of preventative maintenance strategies sooner because they are much less costly and then try to preserve the life of the road. Vice President Vermillion asked if DLZ is the company who will be supervising to ensure the process is being done correctly. Ms. Schamp agreed and said they will be doing the inspections since they are administering the contract to ensure they are following the contract documents and specifications in the field.

Ms. Cottone stated on the Strawser Construction's proposal notes it states that pavement will be cleaned of all debris before their arrival and asked who will do that clean up. Ms. Schamp replied the City would most likely run the street sweeper along those streets first. Ms. Cottone then asked if Strawser Construction would notify the City and then the City would go clean the streets. Ms. Schamp agreed.

STATUS: Adopted

MOVER: Cynthia Vermillion SECONDER: Tina Cottone

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

### 23-R-28 : ACCEPTING THE COMPREHENSIVE PLAN UPDATE AS AMENDED.

Mr. Ralley explained that there are a couple of points of the Comprehensive Plan that are really highlights and come in the form of these five focus areas of Old Hilliard, I-270, Cemetery Road, Big Darby area and





the Retired Rail Corridor. Another important detail to this Plan is the financial lens through which land uses and land use choices were analyzed as well. These combined will start to inform the changes that are made to the Zoning Code, which are underway already and would be coming back before Council either toward the end of this year or early next year. He noted these changes can happen in chunks or all at once depending on how they are finished and how Council ultimately wants to digest those. See Mr. Ralley's presentation (attached).

Mr. Ralley stated this legislation approves the Comprehensive Plan update but what Council will be deciding on collectively will come in the form of the Zoning Code changes that are yet to come before Council.

Mr. Carrier asked why Council would approve a resolution approving a plan that does not include the zoning. He asked if it is "comprehensive" why is this step first and seems to be the cart before the horse. Mr. Ralley replied it is typical for the Comprehensive Plan to come first and will form the zoning and text of the zoning which will come before Council at a later date. Mr. Carrier stated the City has to have this to incorporate the densities and associated items to make those areas in line with what the Comprehensive Plans says. Mr. Ralley replied this is essentially consensus building because the steering committee has vetted it and the Planning Commission has heard some of the details of this and it is now before Council. The City wants to ensure what is ultimately developed with the Zoning Code changes and what is proposed is in alignment with what Council wants and what is in the Comprehensive Plan. Mr. Carrier asked if he did not agree with the Railroad Corridor having apartments on it would that be discussed and adjusted now or when the zoning occurs. Mr. Ralley replied he would want to know about it now and if that is the desire of Council, He added Council is ultimately being asked to adopt this Plan and we want to ensure there is an understanding of where we would need to go with the zoning code changes. Mr. Carrier reported that there has been discussion among some Council members about using the Committee of the Whole process to look at and break down each segment as to zoning and bring that before Council. He stated his concern is Council is voting on a resolution to provide more density than the previous Plan. He continued that Ms. Hale sent an email stating staff had advised that it could be changed when it is zoned even though the Comprehensive Plan says this. To him that is a bit disingenuous when the City is going to show the development world that six story apartments are okay on Cemetery Road and three stories are okay in Old Hilliard with streetscape and then bring the zoning forward after the consensus has been given on direction. Mr. Carrier asked if it would be appropriate for him to make his motions to change certain items in the Plan now and have them voted on so Mr. Ralley can have that consensus. Mr. Ralley replied that would certainly be the case if Council wants to put forward a policy statement, for example, to be included in the Plan. Mr. Ralley continued, specifically to Mr. Carrier's example, in the area of Cemetery Road or the Railroad Corridor, the Plan is definitely depicting greater densities within those areas but does not say how tall things should be and most likely will be the subject of the Zoning Code but it does offer examples of building types in the Plan. Mr. Carrier remarked for example urban scape or urban scale which is four to six stories. Mr. Ralley replied the Plan offers some examples but the Zoning Code will ultimately define exactly what those limits are. Mr. Carrier restated that he has serious concerns about the density and the type of housing proposed in this Plan in core or key areas of the City. He commented that Council members spoke with residents on Norwich Street about a residential overlay and then turn around and adopt a resolution with high density, three story apartments loft complexes in their backyards. Mr. Carrier reiterated that he has a real problem with the density that is being proposed because it is two to three times higher than the previous Plan proposed. He noted during his conversations with Ms. Hale he was told basically that it could be changed or modified through a Planned Unit Development (PUD) and he thought that is what the Plan was there to try to avoid. Mr. Ralley replied with the Norwich Street example Mr. Carrier gave, there is language actually within the Plan that talks about essentially preserving the residential nature of Norwich Street. Mr. Carrier interrupted and said the Comprehensive Plan shows apartments. Mr. Ralley replied apartments are not shown on the stretch of Norwich Street where the neighbors are. Mr. Carrier remarked but they would be located behind them. Mr. Ralley replied that there are definitely areas close to Old Hilliard where there is capacity for density and redevelopment to occur. Mr. Carrier remarked that in certain areas it was carved out but right behind them the City wants to go three stories high and is concerned with that and Old Hilliard. Mr. Ralley stated for the record the zoning allows construction of

over 50 feet today. Mr. Carrier agreed and this would add mixed use and streetscape. Mr. Ralley reported mixed use is an important concept and is the other piece of what Mr. Carrier is saying that needs to be deconstructed a bit. He continued that there are two different pieces of this, 1) is the height and form of some of these structures may take, which will be codified through zoning code changes and 2) the question about density is different. What is being seen in the marketplace and talked about as part of the Comprehensive Plan update process is that the City cannot get Class A office space without mixed use. Mr. Ralley said that what is being seen in the Central Ohio market is that those office environments where there is mixed use with restaurants and residential units is where the top notch office space is being created and businesses and high end restaurants are going. Mr. Ralley stated what is the comfort level regarding density because that is a complex topic with lots of different aspects to it and is a broader discussion. He continued that the second issue is what are the limits on that, how tall should they be, where that height and density will be allowed. The Plan speaks to areas primarily along arterials, but also Old Hilliard, where the City is looking at redevelopment and density as a way to achieve other goals the City wants as a community which is what they heard through the steering committee process and public feedback.

Ms. Hale asked if Council does have concerns or items they would like to discuss further would it be better to go through them one by one before approving the Plan or approve the Plan and then have a broader discussion. She stated she wants to continue moving forward and thanked Mr. Ralley for his presentation, the community, staff, Hilliard by Design and the Planning and Zoning Commission for their hard work on the Plan because she feels it is a really good first step. It provides for modernization, vitality, vibrancy and economic strength. Ms. Hale asked again that knowing the Plan is a work in progress and Council is not approving land use or zoning changes this evening, would it be better to go through these one by one before approving the Plan or approve the Plan and then there is a broader discussion. She stated she had a motion to approve the Plan and then go slower through the target areas so staff can hear Council feedback so they are not wasting their time if a majority of Council has a certain viewpoint on things like density. Mr. Ralley responded that the process can be whatever Council wants it to be but it is very useful to know that Council feels comfortable or uncomfortable with a particular area and how it has been structured in the Plan. For example, Mr. Carrier brought up density in the rail corridor area and it would be very useful to know if a majority of Council is not wanting to move in that direction. He added on a slightly different point and if the debate is about 48 feet or 52 feet as the maximum height, that is a discussion that is better left for when the zoning code changes come forward. Ms. Hale reported that Mr. Ralley stated the zoning or land use changes would not come before Council until the end of the year or potentially next year and asked if it would be possible to table this resolution and then over the next several meetings before summer break, go through them individually and then at the end of the discussion on those five focus areas, vote on the Plan. Ms. Crandall reported that the process for every other city in United States is that Council comes to an agreement on this larger plan, which is a guiding plan, and then the zoning as it relates to that is put in place. She added the zoning changes is when Council would look at the difference between building stories and some of the detail of this Plan. Ms. Crandall reported that staff's recommendation is for Council to accept the Plan and then staff will bring back the individual focus areas. If Council wants them one at a time, that would not be until later in the year or the beginning of next year. Ms. Crandall said staff can bring the focus areas back one at a time so Council can talk through and agree or disagree with them as a body. If there was something dramatic that comes out of those discussions, which in turn changes something in the Plan, staff could bring back a revised Plan because Council determined something significantly different than what was envisioned. Ms. Hale asked if this could be discussed during a retreat. Ms. Crandall asked if Ms. Hale meant between now and when staff brings back the individual sections. Ms. Hale agreed because if Council is not going to hear about the individual sections until the Fall and staff is doing a lot of work and then Council decides to go a certain direction that conflicts with this Plan. Ms. Crandall replied that is Council's preference on how they would like to do that. Council could send their notes or they could do it as a body in order to provide staff with additional information.

Ms. Hale remarked knowing this is a work in progress and Council is not approving any land use or zoning changes this evening, she does desire to further discuss the specifics of each target area. Ms.





Hale moved to amend Section 2 to include "as staff presents land use and zoning changes, they present each target area separately and that we begin those conversations in a Committee of the Whole.

President Tarazi feels that is a standalone directive rather than an amendment to the current resolution. He asked if Council could vote to direct staff to present this in pieces or they could amend the resolution. Ms. Crandall replied that it is staff's intent to follow Council's preference and amending the resolution memorializes the fact that staff would bring back as each section is completed and ready for Council to consider and could be done in a Committee of the Whole setting. Vice President Vermillion clarified that Ms. Hale's motion is part of the resolution. President Tarazi agreed and asked Ms. Hale to re-state her motion.

Mr. Carrier reported if Council is voting on 23-R-28 today, they are directing staff to begin to plan for thousands of more apartment dwellings. President Tarazi noted that Mr. Carrier's comments are on the overall resolution but there is a motion on the floor on Ms. Hale's amendment. Mr. Carrier clarified that this is the cart before the horse and Council is basically telling staff to proceed and then backing into the zoning later. President Tarazi asked that Council consider Ms. Hale's motion before discussing the overall resolution.

Mr. Ralley asked if it is Council's desire to have these items come before Council before the Planning Commission or have the Planning Commission perform its normal job and vet before it comes before Council. Mr. Teater replied that it is the desire that Council review before the zoning gets written to ensure there is not a majority of Council that would want to change the Plan enough so that staff would be wasting their time during the zoning process. Mr. Ralley clarified that they would bring back the focus areas to Council before there is text. Mr. Teater said for general discussion to make sure a majority of Council are onboard for those individual focus areas. Ms. Hale amended her motion to include "before bringing it before the Planning and Zoning Commission". She clarified her motion to read, "as staff presents land use and zoning changes, they present each target area separately and that we begin those conversations in a Committee of the Whole before Planning and Zoning".

Mr. Carrier stated that his concern around the five corridors are the strategies around particular densities and high-rise apartment developments that he does not believe the community has any interest in. He noted the City of Columbus is doing one on Dublin Road and there are a lot of upset residents about a 200-unit apartment complex in the Shires. He also does not believe the residents on Britton Parkway or Carrington Way will appreciate turning Class A office space near the highway to high density housing but it may have some appropriate uses in the Mill Run corridor because that is what that area was designed for. Mr. Carrier stated the problem with the Plan and the process the City has had is there was never a housing study done to determine how much or type of housing the City needs. The basis and premises of the entire Plan was maximization of tax revenue, which is where it started from and not from what does the City need as a community. There was discussion about wanting walking paths and affordability but affordability means density and is a position the developers and the City of Columbus push. He continued that no one is talking about owner-occupied opportunities and bringing the stakeholders into the community in this Plan. The Rail Corridor may have a spot where there could be apartments that does not back up to someone's backyard but he finds it disturbing the City would consider density backing up to the those homes where they have not had that type of density before. Mr. Carrier reported he participated in the process of the Hilliard by Design and this is a culmination of a lot of things but this Plan is double-downed on what the last 10-year Plan was in terms of density. He reiterated that the community does not want more high-rise apartment complexes and that is what this Plan offers and is clearly not what the majority of Hilliard residents want. Ms. Cottone reported that she attended the last meeting on this Plan and most people were in favor of it and perhaps Mr. Carrier just does not know those people but there are a lot of them out there who spoke clearly through this Plan. Vice President Vermillion stated sometimes assumptions are made where assumptions should not be made. She continued that this is a general plan that can be tweaked and she does not believe it is appropriate to make black and white statements that are sometimes made which may not necessarily be the case.





President Tarazi noted that he has seen the City of Dublin's Housing Study and asked if there was anything like a feasibility study in the sense that when he looks at the plan he looks at it from the perspective of will this actually happen. He feels there are parts of the plan that he feels is not in the realm of ever really happening. President Tarazi added is there something that states what the City would like to see but filters it through in terms of is it feasible or economic at any time in the future. He would like to understand what is economically viable and see analysis that is not in the Plan currently. He asked if this information could be provided by planning NEXT or is that something someone else needs to do. Mr. Ralley replied that as part of the work planning Next did, they did meet with developers that have worked in the community and other Central Ohio developers to get feedback and perspectives on the various components of the Plan. In some aspects of the Plan are pieces that the City knows are in with keeping with what certainly is possible but is not a strategic plan and is not saying this is the order in which the City can do things. This is more aspirational on what the community could look like in the future. President Tarazi asked what does it take to get the strategic plan dimension of the equation that he mentioned. Is it someone the City hires or discussion held at a Council retreat. Mr. Ralley responded that implicit in the process that is being used and hiring an outside consultant for the zoning who has done this in other communities is an awareness of what is viable in terms of economics and trying to balance that with sensitivity to existing land uses. Regarding the zoning itself, it needs to be said explicitly, what is contemplated in the Plan is allowing high intensity uses in some key corridors in the community, which tends to produce a higher level of financial results. He said when President Tarazi asked about economic viability, he thinks there are questions that could be asked about lower density areas or areas that are not subjects of density discussions in the Plan. For example, he is not sure that would be necessary within the Cemetery Road corridor. President Tarazi thanked Mr. Ralley and everyone who worked on this Plan up to this point because it is a working document and there will be additional work moving forward.

Ms. Hale, seconded by President Tarazi, moved to amend Section 2 to include "as staff presents land use and zoning changes, they present each target area separately and that we begin those conversations in a Committee of the Whole before Planning and Zoning.

STATUS: Approved (7-0)
MOVER: Peggy Hale
SECONDER: Omar Tarazi

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

**STATUS:** Adopted as Amended (5-2)

MOVER: Andy Teater SECONDER: Cynthia Vermillion

AYES: Vermillion, Cottone, Hale, Marsh, Teater

NAYS: Omar Tarazi, Les Carrier

## 23-R-29 AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH WEAVER FLEX LLC.

Mr. Meadows explained approval of this legislation allows the City to enter into a 10-year Community Reinvestment Area (CRA) agreement for the property located on Weaver Court North. He noted that four or five years ago Council authorized an abatement for the construction of the Granite Inliner building, which has sold off and they are divesting property, which opened up an opportunity on this site for infill technology flex space. The City is looking forward to trying to fill out the City Lab companies that are growing in the community. Staff recommends approval. Mr. Meadows reported as a point of reference the Granite Inliner building is 36,000 square feet and this will be approximately 72,000 square feet and can be filled modularly. Mr. Carrier asked how many jobs. Mr. Meadows replied they are committing to 55 but will depend on how the spaces fill out. There will be seven buildings constructed and the spaces





will depend on the type of company. Vice President Vermillion asked how often Mr. Meadows monitors if the jobs are really coming in. Mr. Meadows replied they have to do that twice a year as part of the State Annual Reporting process that are due by March 31 every year that goes to the State of Ohio and a supplemental review that happens as part of the Tax Incentive Review Council (TIRC) and is typically done over the summer. This consists of all the various taxing entities that are part of that review process and is where the City provides a status report on any agreements that receive either a Tax Increment Financing (TIF) agreement or a CRA.

STATUS: Adopted (7-0)
MOVER: Les Carrier
SECONDER: Peggy Hale

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

## PRESIDENT'S COMMUNICATION - None STAFF REPORTS - NONE

#### **CITY MANAGER UPDATES**

Ms. Crandall stated the weather was beautiful and there was a great turn out at the ground-breaking ceremony for the recreation and wellness campus on Friday, April 21, 2023. She thanked Anna Subler who was the lead on this event, the Parks and Rec team, especially Mr. Merritt and Ms. Duffee and Ruscilli Construction who had some great trucks there for the kids to play on. Ms. Crandall announced that work is underway on the site and GMP #4 will be coming back to Council in late May, which includes the majority of The Well.

Ms. Crandall acknowledged Mr. Ralley who was appointed as the President of Ohio City County Management Association earlier this month, which is a significant state-wide leadership role for him. She also acknowledged Columbus Business First named Mr. Meadows 40 under 40.

Ms. Crandall announced five new police officers were sworn in today. One is a lateral and four new officers are heading to the Police Academy.

#### ITEMS FOR COUNCIL DISCUSSION

Vice President Vermillion read a statement commemorating Professional Municipal Clerks week and thanked Ms. Werbrich for her service.

President Tarazi commented that it is difficult to keep track of everyone on Council and if someone is missed, it is not intentional. He asked if a Council member wishes to speak, to say something verbal because to the degree he missed someone this evening, it was not intentional.

Vice President Vermillion, seconded by Mr. Carrier, moved to adjourn the meeting by Voice Vote.

MOVER:	Cynthia Vermillion
SECONDER:	Les Carrier
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
ADJOURNMENT -	– 9:10 PM

Omar Tarazi, President	Diane Werbrich, MMC	
City Council	Clerk of Council	
	Approved:	









## City Council

Real People. Real Possibilities:

Subject: Advanced Drainage Development Agreement

From: Michelle Crandall, City Manager

Initiated by: David Meadows, Economic Development Director, Economic Development Department

Meeting Date: May 8, 2023

#### **Executive Summary**

Approval of this legislation will allow the City Manager to enter into a Development Agreement with Advanced Drainage Systems, Inc. ("Advanced Drainage") for reimbursement of costs for the construction of a new roadway between Britton Parkway and Lyman Drive.

#### **Staff Recommendation**

Staff recommends City Council approve this legislation to reimburse Advanced Drainage for the costs to construct the public roadway.

### **Background**

Advanced Drainage purchased 17.5932 acres of Parcel Number 050-011833-00, as identified by the Franklin County Auditor's Office to construct an Engineering and Technology Center. The Ansmil Development text contemplates an east to west connection between Britton Parkway and Lyman Drive. The City determined that Advanced Drainage could complete the construction of the public roadway more expeditiously than advancing it as part of the capital improvement project process.

To secure the project, the City needed to identify external funding sources to offset the costs for the public roadway. By Resolution No. 22-R-73, adopted on September 12, 2022, the City Manager was authorized to apply for and subsequently was awarded \$400,000 in grant assistance from the Ohio Department of Development and \$200,000 from the Ohio Department of Transportation.

#### **Financial Impacts**

This legislation authorizes the City to appropriate funds not to exceed \$2,236,623.29 from Fund 304, Object 53, Contractual Services. The City will be reimbursed \$600,000 from the Ohio Department of Transportation and Ohio Department of Development. With the State reimbursements, the final City expenditure for the roadway construction is \$1,636,623.29.

#### **Expected Benefits**

This project is part of an expansion of Advanced Drainage in the City that will retain 322 employees and create 170 new jobs representing \$108.7 million in annual payroll.

#### **Attachments**

Ordinance No. 23-07 (Development Agreement) - Pdf



Ordinance: 23-07 Passed: Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ADVANCED DRAINAGE SYSTEMS, INC; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS; AND AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FUNDS.

**WHEREAS**, the Developer owns a 17.5932 acres of Parcel Number 050-011833-00, as identified by the Franklin County Auditor's Office (the "Property"); and

WHEREAS, the Developer intends to construct an Engineering and Technology Center on the Property; and

**WHEREAS**, the Ansmil Development text contemplates an east to west connection between Britton Parkway and Lyman Drive; and

**WHEREAS**, by Resolution No. 22-R-73, adopted on September 12, 2022, the City Manager was authorized to apply for and subsequently was awarded \$400,000 in grant assistance from the Ohio Department of Development and \$200,000 from the Ohio Department of Transportation; and

**WHEREAS**, as part of the development of the Property, the Developer is responsible for making certain Public Infrastructure Improvements as described in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the Developer and the City agree that certain Public Infrastructure Improvements are eligible for reimbursement.

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

**SECTION 1**. City Council approves the transfer of funds in the following amounts:

From	То	Amount
Fund 101	Fund 304, Object 53, Contractual Services	\$2,236,623.29

**SECTION 2**. The Finance Director is hereby authorized and directed to transfer the following amounts:

From	То	Amount
Fund 101	Fund 304, Object 53, Contractual Services	\$2,236,623.29

**SECTION 3**. Upon the transfer of the funds, an appropriation in an amount not to exceed \$2,236,623.29 is authorized from Fund 304, Object 53, Contractual Services.

**SECTION 4**. An expenditure in an amount not to exceed \$2,236,623.29 is authorized from Fund 304, Object 53 for Contractual Services, pursuant to the agreement **attached** hereto as Exhibit "A" and incorporated herein.

**SECTION 5**. The City Manager is authorized to enter into a Development Agreement with Advanced Drainage Systems, Inc. for the construction and installation of public infrastructure improvements, in a form substantially and similar to the one attached hereto as Exhibit "A" and incorporated herein, with such non-

Agenda Item

material and non-adverse changes to the City as may be deemed appropriate by the City Manager and Director of Law, with her execution thereof on behalf of the City constituting conclusive evidence of Council's approval of such changes.

**SECTION 6**. Upon reimbursement in the amount up to \$400,000 from the Ohio Department of Development and \$200,000 from the Ohio Department of Transportation ("grant award"), the Finance Director is hereby authorized and directed to deposit the grant award into Fund 304.

**SECTION 7**. 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	
foregoing Ordinance is a true and of the of	CERTIFICATE OF THE CLERK of Council for the City of Hilliard, Ohio, do hereby certify that the correct copy of Ordinance: 23-07 passed by the Hilliard City Council or F, witness my hand and official seal on the of
Diane C. Werbrich, MMC	

## Development Agreement between the City of Hilliard, Ohio and Advanced Drainage Systems, Inc.

This Development Agreement (the "Agreement") is made by and between the **City of Hilliard, Ohio** (the "City"), a municipal corporation organized under the laws of the State of Ohio, with an office located at 3800 Municipal Way, Hilliard, Ohio 43026 and **Advanced Drainage Systems, Inc.**, a Delaware corporation, with offices located at 4640 Trueman Boulevard, Hilliard, Ohio 43026 (the "Developer").

#### WITNESSETH:

**WHEREAS**, the Developer owns a 17.5932 acres of Parcel Number 050-011833-00, as identified by the Franklin County Auditor's Office and shown on Exhibit "A" (the "Property"); and

WHEREAS, the Developer intends to construct an Engineering and Technology Center on the Property; and

**WHEREAS**, as part of the development of the Property, the Developer is responsible for making certain Public Infrastructure Improvements as described in Exhibit "B"; and

**WHEREAS**, the Developer and the City agree that certain Public Infrastructure Improvements are eligible for reimbursement.

**Now Therefore**, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledge, the City and the Developer agree as follows:

#### Definitions

- A. Agreement shall mean this Agreement including the Exhibits which are incorporated herein by reference.
- B. Connector Road shall mean the east to west road between North Clara Circle and Lyman Drive.
- C. Reimbursable Public Improvements shall mean the reimbursable public infrastructure improvements that the Developer is constructing, as shown on Exhibit "B".

#### II. List of Exhibits

- A. Depiction of Property
- B. List of Public Infrastructure Improvements
- C. Grant Agreement Ohio Department of Transportation
- D. 629 Grant Agreement Ohio Department of Development
- III. Reimbursable Public Infrastructure Improvements. The following Reimbursable Public Improvements are to be completed by the Developer with contributions from the City.

#### A. Connector Road

 Developer is required to construct the Connector Road, as described in Exhibit "B".

#### B. Storm Water Detention Pond

1. Description of Improvement. The Developer is required to construct a storm water detention pond along the southern edge of the connector road, as described in Exhibit "B".

#### C. Reimbursement Terms.

- 1. *Total Reimbursement*. In no instance shall payment to the Developer exceed the Reimbursement Amount of Two Million Two Hundred Thirty-Six Thousand Six Hundred Twenty-Three and 29/100 Dollars (\$2,236,623.29).
- 2. Limits of Reimbursement. Under the terms of this Agreement, the Developer understands and agrees that the funds to be conveyed to the Developer may be insufficient to fully reimburse the Developer, and the Developer understands and agrees that nothing in this Agreement shall be interpreted otherwise and that it alone bears the risk that a shortfall may exist. Nothing in the Agreement shall be construed as pledging the full faith and credit of the City for any costs or reimbursements in this Agreement, nor to require the City to issue any bonds or notes for any Reimbursement Amount.
- 3. The Developer shall receive periodic progress payments based upon the percentage of completion of the Improvements. The Developer shall submit invoices to the City when the Improvements are 25%, 50%, 75%, and 100% complete. Payment to the Developer shall be made within thirty (30) days of receiving an invoice, if additional information is not required by the City in order to pay the invoice.
- 4. The Developer and City agree to execute Ohio Department of Taxation Form STEC-CC, Sales and Use Tax Construction Contract Exemption Certificate upon execution of this Agreement.

#### IV. Provisions Governing the Construction of the Public Infrastructure Improvements

- A. Award of Construction Contracts for Public Infrastructure Improvements. The Developer shall cause its Design-Builder to obtain three bids for the construction of the Public Infrastructure Improvements. The Developer shall notify and provide the City with the three bid amounts for the construction.
- B. **Security for Performance**. The Developer shall cause its Design-Builder to execute, and provide to the City, a bond, a certified check or an irrevocable letter of credit equal to the Construction Bond Amount of the Public Infrastructure Improvements for which the Developer's Design-Builder has received approval to construct (per engineering plans and drawings approved by the City Engineer). All forms of financial warranties must be acceptable to the City to ensure faithful performance of the terms and conditions under this Agreement and to ensure completion of all Public Infrastructure Improvements and that they are constructed in accordance with the Subdivision Regulations of the City (as included in the City's Design Manual) and in compliance with the Development Plan shown on Exhibit "B".

Reductions in the Construction Bond(s) Amount for the Public Infrastructure Improvements made or being made on City-owned property, City rights-of-way or in easements granted to the City, shall occur only after the City Engineer has been provided evidence that all work on the particular Public Infrastructure Improvement(s) have been performed according to the approved plans and specifications filed with the City Engineer and/or to the City Engineer's satisfaction. Such redactions in the Construction Bond(s)

Amount shall occur periodically over time if the Public Infrastructure Improvements are accepted by the City in one or more phases.

If the surety of any bond so furnished by the Developer's Design-Builder declares bankruptcy, becomes insolvent or its right to do business is terminated in Ohio, the Developer shall within five (5) days thereafter cause the substitution of another bond or surety. The Developer shall provide to the City a copy of the Security for Performance provided by the Design-Builder pursuant to this Section.

- C. Plan Review and Inspection Cost. Prior to receiving all permits required to commence construction of any portion or phase of the Project, including the Public Infrastructure Improvements, the Developer will cause its Design-Builder to deposit the amount estimated by the City Engineer to be necessary to pay the cost of plan review and inspection fees for that portion or phase of the Project, in the amounts of 7% of the costs for construction inspection and 2% of the costs of construction for plan review fees for public improvements.
- D. Ohio Department of Transportation and Ohio Department of Development Requirements. The Developer acknowledges that the City has received grants from the Ohio Department of Transportation and the Ohio Department of Development to assist in funding a portion of the Improvements. The Developer understands that it must meet the requirements outlined in Exhibits "C" and "D" regarding the construction of the Improvements.
- E. Prevailing Wage. The Developer and the City acknowledge and agree that construction of the Reimbursable Public Infrastructure Improvements under the terms and conditions of this Agreement, are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those Reimbursable Public Infrastructure Improvements on the Project shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall require compliance by its Design-Builder and its subcontractors working on the Reimbursable Public Infrastructure Improvements, to comply with all applicable requirements of that Chapter 4115.
- F. **Insurance**. Prior to the commencement of construction of the Public Infrastructure Improvements, the Developer shall cause its Design-Builder to take out and maintain, and shall require its Design-Builder to require all subcontractors to take out and maintain, insurance in such amounts as provided below. The Developer shall cause its Design-Builder to provide sufficient evidence to the City, prior to construction, that such insurance exists and is in effect.
  - 1. General Liability Insurance, including coverage for property damage and bodily injury, shall be taken out and maintained in the amount of \$1,000,000.00 per occurrence with an annual aggregate of \$2,000,000.00.
  - 2. Umbrella Excess Liability Insurance shall be taken out with limits not less than \$10,000,000 each occurrence for the Design-Builder and \$4,000,000 each occurrence for the subcontractors. Policy shall be no more restrictive than the primary insurance.

The Developer agrees, on behalf of itself and its Design-Builder, agents and contractors, that the insurance policies required herein (excluding the professional liability insurance) shall require the insurer to include the City as an additional insured, and to provide the City with prior written notice before the cancellation of a policy according to not less than the timeframe stated in the policy or policies.

G. Indemnification. The Developer shall indemnify and hold harmless the City, and all of its elected officials, officers, employees and agents from and against all claims, losses, suits, actions and expenses (including reasonable attorneys' fees) that arise due to the wrongful or negligent performance or non-performance of the Developer, its Design-Builder, contractors, subcontractors or its agents or employees, under the terms of this Agreement, including any and all proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any negligence of the Design-Builder or of any contractor, subcontractor or agent, from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence of any contractor, subcontractor or its agents or employees.

The Developer shall indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction by the Developer, or its Design-Builder, of said Public Infrastructure Improvements. In its contracts with agents, its Design-Builder and subcontractors, the Developer shall require each entity to indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction of the Public Infrastructure Improvements.

#### H. Acceptance of Public Infrastructure Improvements.

- 1. Formal Acceptance by Hilliard City Council. Upon completion of any particular Public Infrastructure Improvement and final inspection by the City, the City shall submit to Hilliard City Council legislation documenting the City Engineer's approval of the Public Infrastructure Improvement. Formal Acceptance of the Public Infrastructure Improvement shall not be unreasonably withheld.
- 2. Maintenance Period. Notwithstanding formal acceptance by Hilliard City Council, the Developer shall require its Design-Builder to be responsible for the maintenance, repair and/or reconstruction of any and all defective materials or workmanship for a period of one year from the final inspection date.

During this one-year period, the City shall be responsible for the operations and routine maintenance of the Public Infrastructure Improvement(s), including snow and/or ice approval.

The Developer shall cause its Design-Builder to be responsible for all utility charges and installation costs applicable to the period of construction. The utility user charges shall be paid by the Developer's Design-Builder and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the City. The Developer shall not be responsible for utility user charges with respect to any particular Public Infrastructure Improvement(s) after formal acceptance of the dedication of the particular Public Infrastructure Improvement(s) by Hilliard City Council.

3. Maintenance Bond. Prior to formal acceptance by the Hilliard City Council, the Developer shall cause its Design-Builder to submit a maintenance bond, certified check or irrevocable letter of credit in an amount estimated by the City Engineer for the one-year maintenance period, not to exceed 10% of the cost of the accepted Public Infrastructure Improvement(s). This one-year term may be extended by the City upon reasonable request by the Developer.

If no claims for repair or replacement are pending, the Maintenance Bond Amount shall be reduced to zero immediately after the expiration of the abovedescribed one year period for the improvement accepted, after which the City shall assume all responsibility for the operation and routine maintenance of the formally accepted Public Infrastructure Improvements.

- 4. As-builts. The Developer shall require its Design-Builder to, within sixty (60) days following the completion of the Public Infrastructure Improvement(s) and prior to final acceptance by the City, furnish to the City, as required, "as built" drawings of the Public Infrastructure Improvement(s), which drawings shall become the property of the City and remain in the office of the City Engineer.
- 5. Liens. The Developer shall, within sixty (60) days of completing a Public Infrastructure Improvement or all of the Public Infrastructure Improvements, furnish to the City an itemized statement showing the cost of the Public Infrastructure Improvements and a notarized affidavit stating that all material and labor costs have been paid and there are no liens.

The Developer shall provide the City with evidence satisfactory to it that all liens affecting the Public Infrastructure Improvements, including but not limited to liens for delinquent taxes, the lien of any mortgage, and any mechanic's liens, have been released. The City shall not accept the Public Infrastructure Improvements until such satisfactory evidence is provided to the City Engineer.

I. Dedication of Right-of-Way and Easements. The Developer agrees that it shall dedicate, and the City agrees that it shall accept (subject to the City Engineer's approval) all right-of-way and easements required for the construction of the Public Infrastructure Improvements. Dedication of rights-of-way and easements shall be made to the City without charge and the Developer shall not be entitled to, nor shall it request, any compensation or reimbursement therefor, nor at any time in the future.

The City shall not introduce legislation vacating any portion of Lyman Drive, north of the east-west connector road and south of Davidson Road. This provision shall survive termination of this Agreement.

Without charge or any compensation from the Developer, the City shall grant Developer a perpetual easement for the construction, maintenance and use of a private drive for vehicular traffic from Lyman Drive to the parking area for the Property, if required. Further, the City shall grant Developer any and all necessary easements for Developer's access from Lyman Drive to its Property.

The existing storm water detention pond near the center of the Property shall be filled in when the new detention pond is completed. Upon the City's acceptance of the dedication of the Improvements, the City shall release the Temporary Storm Drainage Easement recorded in Instrument 200905270075211 in the Official Records of the Franklin County Recorder's Office.

#### V. General Provisions.

#### A. Breach and Opportunity to Cure.

 Breach. The Developer and the City agree that any material violations of or noncompliance with any of the terms and conditions of this Agreement shall constitute a breach of contract, and, subject to the notification and cure provisions outlined below, the Developer and the City shall have the right to stop work forthwith and seek any and all remedies available at law or equity.

In the event of a breach by the Developer, the City shall have the right to act against the performance surety, or other financial security accepted by the City,

for the purpose of properly completing the Public Infrastructure Improvement(s), or having the Public Infrastructure Improvements completed, as required herein.

Should the City exercise its right to act against any performance surety or other financial security accepted by the City, any such costs thereafter expended by the City, and not reimbursed to it by the approved surety or other financial security, or paid for by the Developer's surety or guarantor, shall be reimbursable to the City under this Agreement in the same manner and amounts as those Public Infrastructure Improvements are reimbursable to the Developer hereunder, and such costs in having the Public Infrastructure Improvement(s) completed shall be excluded from reimbursement to the Developer under this Agreement.

2. Opportunity to Cure. Prior to either party acting to stop its work in connection with an alleged breach of this Agreement, or to City seeking payment or performance from any surety or on any bond, the non-breaching party shall provide a written notice to the breaching party, which written notice shall contain information about the alleged material violations of or noncompliance with any material term(s) and condition(s) of this Agreement.

The breaching party shall have not more than thirty (30) days after receiving the written notice to cure the alleged breach. If the breach is not cured within that time period, the non-breaching party may act to stop the breaching parties work in connection with this Agreement and seek any and all remedies available at law or equity.

Notwithstanding the foregoing, if the nature of the breach is such that it cannot be reasonably cured within said thirty (30) day period, then the breaching party may have a reasonable amount of time to cure, so long as the cure is commenced within said thirty (30) day period, is diligently prosecuted to completion thereafter, and provided that such additional time period is not adverse to the general health, safety and welfare of the City as determined by the Hilliard City Engineer.

Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the non-breaching party reasonably believes that it will be materially harmed if a thirty (30) day notice period is observed, (ii) the City's Chief Building Official issues a stop work order for local, county or state code violations related to construction defects, or (iii) the City Engineer issues a stop work order for local, county or state construction code violations.

B. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the City to:

Michelle Crandall, City Manager City of Hilliard, Ohio 3800 Municipal Way Hilliard, Ohio 43026 With a copy to:

Philip K. Hartmann, Law Director One Columbus, Suite 2300 10 West Broad Street Columbus, OH 43215

If to the Developer to:

Advanced Drainage Systems, Inc.
Attn: Joseph V. Gioffre, Director, Real Estate and Facilities
4640 Trueman Boulevard
Hilliard, Ohio 43026

With a copy to:

Nathan C. Hamilton, Esq. General Counsel Advanced Drainage Systems, Inc. 4640 Trueman Boulevard Hilliard, Ohio 43026

and

John H. Kozich, Esq. Harris, McClellan, Binau & Cox P.L.L. 37 West Broad Street, Suite 950 Columbus, Ohio 43215

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

- C. **Representations**. All representations and warranties of the Developer and the City herein shall be binding upon the parties, their successors and approved assignees, and shall survive the execution and delivery of this Agreement.
  - 1. Developer Representations. The Developer represents and warrants that the execution and delivery by the Developer of this Agreement and the compliance by the Developer with all of the provisions herein (i) are within the authority and powers of the Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which the Developer is a party or by which it may be bound, or, to the Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of the Developer.

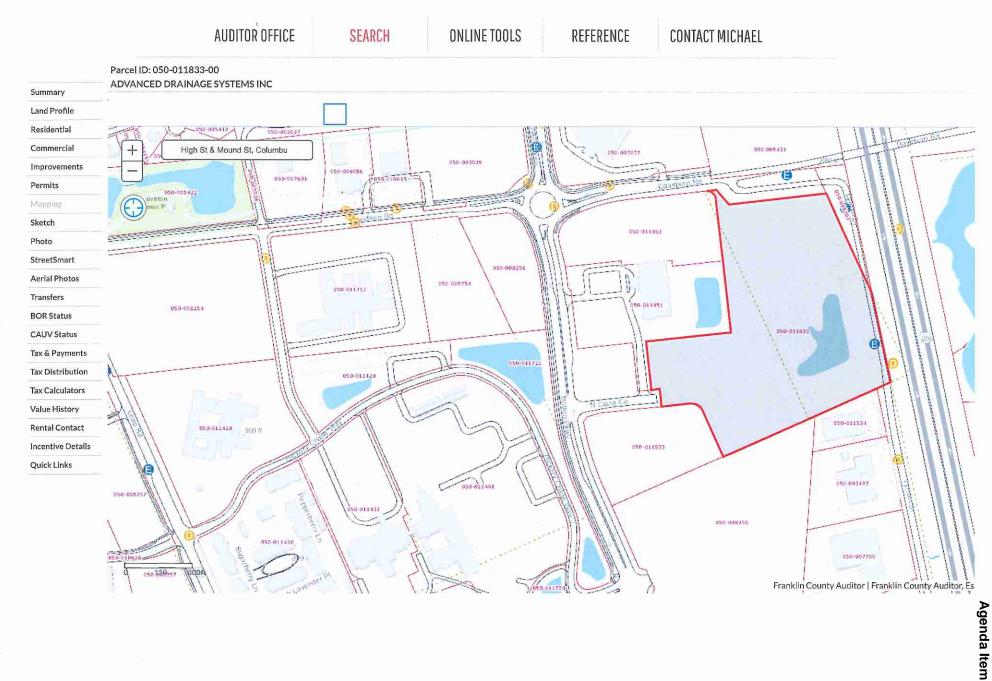
Should the Developer be unable to carry out the terms and conditions of this Agreement, the Developer's heirs, successors and/or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this Agreement.

- D. Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the Developer or the City and the breach shall have been waived thereafter by the Developer or the City, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.
- 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,
  - 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;
  - 2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
  - 3. 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. **Assignment**. Except as otherwise provided in this Section, 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.
- G. **Jurisdiction**. 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 the Developer, its employees, 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 Franklin County, Ohio.
- 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 in this Agreement.
- I. **Counterparts.** It is contemplated that this Agreement shall be executed in counterparts, each of which shall be deemed to be a duplicate original, but all counterparts taken together shall constitute one and the same agreement.
- J. **Amendments**. This Agreement may not be altered, amended or terminated except by unanimous written approval of the parties hereto.
- K. **Entire Agreement**. This Agreement constitutes the entire agreement among the parties hereto in respect to the subject matter of the Agreement.

- L. **Authority to Execute**. The undersigned hereby represent that they have proper authority to execute this Agreement on behalf of the respective entities listed as signatories.
- M. Construction of Agreement. In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.
- N. **Electronic Signatures**. Facsimile signatures, which include faxes, PDFs, electronic signatures (including without limitation DocuSign) and executed scanned documents sent by e-mail, shall have the same legal effect, validity, enforceability and admissibility as original manual signatures for purposes of this Agreement, any amendments, related documents or any notices to be delivered in connection with this Agreement.

**IN WITNESS WHEREOF**, the parties, each by a duly authorized representative, have executed this Agreement and it is effective on the date signed by City Manager as identified below.

Advanced Drainage Systems, Inc.	City of Hilliard, Ohio	
Print Name:	Michelle L. Crandall City Manager	
Title:	Date:	
Date:		
	Approved as to Form:	
	Philip Hartmann, Law Director	
As the Fiscal Officer for the City of Hilliard, Ohi obligations of the City during the current fiscal year und Advanced Drainage Systems, Inc., in the amount of \$, treasury of the City, or is in the process of collection to previous encumbrances. This Certificate is given in cor Revised Code.	o, I certify that the funds required to meet the der the foregoing Development Agreement with has been lawfully appropriated and is in the the credit of an appropriate fund, free from any	
Date: or tap here to enter text.	Karrie Martin, Acting Director of Finance Appropriation Legislation: Ordinance No. Click	
	Effective: Click or tap to enter a date. P.O. # Click or tap here to enter text.	



Where Strong Relationships & Superior Service Guide Your Proceedings of the Proceeding Service Guide Your Proceeding Services and Superior Services of the Proceeding Service Guide Your Proceeding Service Guide

Reg. No.: 61709

OWNER:

GEIS CONSTRUCTION

10020 AURORA-HUDSON RE STREETSBORO, OHIO JEN DIASIO jend@geisco.net PHONE: (216) 218-3507

SITE UTILITY PLAN

C106
PROJECT NO. 2022-10



### **GRANT AGREEMENT**

Project Information						
Grantee:	City of Hilliard	PID:	117463			
Project:	FRA North Clara Circle Extension	Agreement No:	38423			
Total Eligible Costs:	\$1,669,650	Percentage:	12%			
Final Reimbursement by:	November 30, 2024	Maximum Grant Funds:	\$200,000			
Scope of Work: The project will consist of the extension of North Clara Circle approximately 1,100 linear feet that will intersect with Lyman Drive. The roadwork extension will include but will not be limited to, clearing and grubbing, excavation and subgrade compactionand new roadway.						
Grantee Contact						
Name:	David Meadows	Title:	Economic Development Director			
Address:						
City:	Hilliard	Zip:	43026			
Email:	dmeadows@hilliardohio.gov	Phone:	614-334-2357			
ODOT Contact						
Regional Manager: Edward King						
Address:	1980 W. Broad Street Mail Stop 3290					
City:	Columbus	Zip:	43229			
Email:	Edward.king@dot.ohio.gov	Phone:	614-301-8905			

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, ("Grantor") hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and the Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements for the Project listed above (hereinafter referred to as the PROJECT).

#### **PURPOSE** 1.

- Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of 1.1 other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the 1.2 counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- The GRANTEE will construct the PROJECT as listed above. 1.3
- The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce 1.4 Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- The GRANTEE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in 1.5 regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

#### 2. FUNDING AND PAYMENT

- 2.1 The total eligible costs for the PROJECT is estimated as listed above. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.
- 2.2 ODOT shall provide to the GRANTEE the percent of the eligible costs, up to a maximum as set forth on page one of this Agreement. The GRANTEE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and GRANTEE claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The GRANTEE shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The GRANTEE shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The GRANTEE must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 2.5 The GRANTEE may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is as set forth on page one of this Agreement. The GRANTEE may ask for one extension of up to one year of this agreement if adequate funds have been appropriated.
- 2.6 Reimbursement to the GRANTEE shall be submitted to the Grantee Contact and address as set forth on page one of this Agreement.
- 2.7 Jobs & Commerce Economic Development Program funds are specifically used for the improvement or construction of publicly owned roadways that support: job creation or job retention and private sector investment. In the event any of these criteria are compromised or all together cancelled, ODOT reserves the right to terminate any or all of this agreement.

### 3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The GRANTEE is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- Any right, claim, interest, and/or right of action, whether contingent or vested, of the GRANTEE, arising out of or related to any contract entered into by the GRANTEE for the work to be performed by the GRANTEE on this PROJECT is the responsibility of the GRANTEE. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

# 4. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

- This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the GRANTEE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

### 5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the

Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

- 5.2 The GRANTEE hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the GRANTEE's obligations made or agreed to herein.
- 6. NOTICE
- 6.1 Notice under this Agreement shall be directed as follows:

If to the GRANTEE:

If to ODOT:

To the Grantee Contact and address as set forth on page one of this Agreement.

To the ODOT Contact and address as set forth on page one of this Agreement.

### 7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees as follows:

- 7.1 The GRANTEE will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 7.2 The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
- 7.3 Compliance with Regulations: The GRANTEE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The GRANTEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the GRANTEE, including procurements of materials and leases of equipment. The GRANTEE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 Solicitations for the GRANTEE, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the GRANTEE of the GRANTEE's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 Information and Reports: The GRANTEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

GRANTEE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 7.7 Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the GRANTEE under the Agreement until the GRANTEE complies, and/or
  - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: The GRANTEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The GRANTEE will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the GRANTEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the GRANTEE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the GRANTEE may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and COUNTY (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

- steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

### 8. **GENERAL PROVISIONS**

- 8.1 Record Retention: The GRANTEE when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the GRANTEE's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws*: The GRANTEE agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the GRANTEE (or other) hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.4 Assignment: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The GRANTEE acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the GRANTEE and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 Signatures: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

GRANTEE as set forth on page one of this Agreement. OR AUTHORIZED REPRESENTATIVE  Signature: Midule Landall	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION  By: July Market A
Print: Michelle Crandall	Jack Marchbanks, Ph.D Director
Title: City Manager	12/14/22
Date: 12/13/22	Date:



Mike DeWine, Governor Jon Husted, Lt. Governor Lydia L. Mihalik, Director

### GRANT AGREEMENT

Grantee						
Grantee:	City of Hilliard Grant		Grant C	ontrol No.:	SBIG20233790	
Project Site Address:	Parcel ID: 050-008256 Britt	on Parkwa	ay			
City:	Hilliard	State:		Ohio	Zip:	43026
Project Local Jurisdiction:	City of Hillard Effective Date: 11/21/2022			2		
Project County:	Franklin	Metric Evaluation Date:		12/31/2025		
Grant Funds:	\$400,000.00	End Date:		12/31/2025		
	Project	Contact				
Grantee Contact:	David Meadows Title: Economic Development Director			ctor		
Address: 3800 Municipal Way						
City:	Hilliard	State: Ohio		Zip:	43026	
E-Mail: dmeadows@hilliardohio.gov						
Phone Number:	(614) 334-2357 Fax Number:					

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development ("Grantor") and Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements at the Project Site listed above (the "Project"). This Agreement incorporates by reference the "Scope of Work," which is attached as Exhibit I.

### 1. Project Funding.

- (a) <u>State Grant</u>. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in <u>Exhibit I</u>. Grantee may not use the Grant Funds for any purpose other than completion of the Project.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.
- (c) <u>Budget Reductions</u>. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

77 South High Street Columbus, Ohio 43215 U.S.A. 614 | 466 3379 800 | 848 1300 www.development.ohio.gov

- (d) <u>Subsequent Increase.</u> In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.
- 2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon 25% reimbursement of the actual eligible Project costs. Travel expenses will not be costs eligible for reimbursement with Grant Funds. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request.
- 3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

### 4. Agreement Deadlines and Term.

- (a) <u>Project Completion</u>. Grantee shall complete the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
- (b) <u>Term of Agreement</u>. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "**Term**").
- 5. <u>Secondary Goal of the Project.</u> The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs as a result of the grant. As a result of the Project, it is estimated that 200 new full-time-equivalent jobs will be created and 322 existing jobs will be retained by the Metric Evaluation Date. Grantee is required to report any job creation or retention in the reports required under Section 7 of this Agreement, however, job creation will not be used to determine compliance under this Agreement.

### 6. Non-Discrimination.

- (a) <u>Minority Hiring Goal</u>. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.
- (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

### 7. Reporting.

- (a) Performance Reports. Grantee shall submit to Grantor an Annual Report in the format required by Grantor (the "Annual Report"). Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project, if required, the number of employees first hired by the company or companies benefiting at the Project Site on or after the Effective Date, the number of employees first employed at the Project Site prior to the Effective Date and retained at the Project Site on or after the Effective Date, the corresponding payroll information for the employees at the Project Site and the Investment to date. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.
- (b) <u>Closeout Report.</u> Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "Closeout Report") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) the number of jobs created/retained as a result of the Project; (iv) a summary of the impact the Grant Funds had on the operations of Grantee and/or other business operations nearby; and (ix) any additional information the Grantor may request.
- (c) <u>Signature and Costs</u>. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (d) Remedy. Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

### 8. Records Maintenance and Access.

- (a) <u>Maintenance of Records.</u> Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.
- (b) <u>Inspection and Copying</u>. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project Site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

# 9. Adherence to State and Federal Laws and Regulations.

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

- (b) <u>Ethics</u>. In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) <u>Conflict of Interest</u>. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (d) <u>Outstanding Liabilities</u>. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.
- (e) <u>Falsification of Information</u>. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).
- (f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. If applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.
- (g) <u>Public Records</u>. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

### 10. <u>Default and Remedies</u>.

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

- (b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:
  - (i) <u>Discontinue Disbursements</u>. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
  - (ii) <u>Demand Repayment of Grant Funds</u>. If Grantee fails to complete the roadwork portion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
  - (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- (c) <u>Remedies Cumulative</u>. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) <u>Early Termination</u>. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) has ceased operations at the Project location under the reasonable belief of Grantor. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.
- (e) <u>Effects of Termination</u>. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.
- (f) <u>Grantor's Expenses</u>. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.
- 11. <u>Liability</u>. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12. <u>Certification of Funds</u>. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

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

If to Grantor:
Ohio Department of Development
77 South High Street, 28th Floor
Columbus, Ohio 43215-6130
ATTN: Grants Manager

If to Grantee: To the Grantee Contact and address as set forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, Development

### 14. Miscellaneous.

- (a) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) <u>Entire Agreement</u>. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) <u>Amendments</u>. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) <u>Forbearance Not a Waiver</u>. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) <u>Pronouns</u>. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) <u>Headings</u>. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) <u>Assignment</u>. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

- (j) <u>Binding Effect</u>. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) <u>Survival</u>. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) <u>Grantor's Authorized Representative</u>. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

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

Grantee	:	Grantor:	
City of I	Hilliard	State of Ohio Department	of Development
		Lydia L. Miha Director	alik
Sign:	Michelle I Craidall	Sign:	
Print:	Michelle Crandall	Print:	
Title:	City Manager	Title:	
Date:	12/13/22	Date:	

### **EXHIBIT 1**

### Scope of Work

### City of Hilliard

On November 21, 2022, the State Controlling Board approved the Ohio Department of Development's (Development) request to release \$400,000.00 from fund 4W00, line item 195629, Roadwork Development Grant, for FY23, for the City of Hilliard, for costs associated with the completion of public roadwork improvements in support of the Advanced Drainage Systems, Inc. project in the City of Hilliard, Franklin County. Development is prepared to offer a grant from the Roadwork Development (629) Account for up to \$400,000.00, covering approximately 25 percent of the total eligible roadwork costs.

Roadwork Development Grants are awarded for public roadwork improvements that support the expansion or attraction of businesses. Eligible costs include widening, paving, road construction and reconstruction, and right-of-way infrastructure improvements such as sewer or utility lines.

In order to assist the Advanced Drainage Systems, Inc. project, roadwork will consist of 1,100 linear feet of roadway, west to east between Britton Parkway and Lyman Drive. The regional storm water infrastructure will need to be relocated for this road project, and an extension of a waterline is necessary to complete the project.

The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs. As a result of the project and State assistance provided, 200 new full-time-equivalent jobs will be created and 322 existing jobs.

Roadwork Improvement Costs\$1,669,650.00Total Eligible Roadwork Improvement Costs\$1,669,650.00Roadwork Development Assistance\$400,000.00



# City Council

Real People. Real Possibilities.

Subject: High School Appointments to the RPAC

From: Michelle Crandall, City Manager
Initiated by: Diane Werbrich, Clerk of Council

Ed Merritt, Director of Recreation and Parks, Recreation and Parks Department

Meeting Date: May 8, 2023

## **Executive Summary**

This legislation approves appointments to the Recreation and Parks Advisory Committee (RPAC).

### **Staff Recommendation**

Staff recommends Council adoption of this legislation.

### **Background**

Section 149.07 of the City's Codified Ordinances established the RPAC. By the passage of Ordinance No. 22-15 on April 11, 2022, City Council approved changes to the membership in order to appoint up to three (3) high school students, with not more than one (1) for each high school.

### **Financial Impacts**

None

### **Expected Benefits**

RPAC will continue to advise the City as it continues to develop and improve the amenities and opportunities available in our community. They will serve as a sounding board for future projects, policies and development, also helping with special events and park evaluations.

### **Attachments**

Resolution No. 23-R-30 (High School Appointments to the RPAC) - Pdf



Resolution: 23-R-30 Adopted: Effective:

### APPROVING APPOINTMENTS TO THE RECREATION AND PARKS **ADVISORY COMMITTEE (RPAC).**

WHEREAS, on January 25, 2021, City Council adopted Resolution No. 22-R-06, which enacted Section 149.07 of the City's Codified Ordinances establishing the Recreation and Parks Advisory Committee (RPAC); and

WHEREAS, by the passage of Ordinance No. 22-15 on April 11, 2022, City Council amended the membership of the RPAC to include additional high school students; and

WHEREAS, City Council desires to appoint the following high school students to a term on the RPAC; and

Term

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

**SECTION 1**. City Council appoints the following individuals to the RPAC:

Name

Aayush Kumar (Bradley)	May 8, 2023 - May 8, 2024
Maggie West (Darby)	May 8, 2023 - May 8, 2024
Luke Banyots (Davidson)	May 8, 2023 - May 8, 2024
SECTION 2. This Resolution is effective upon its a	adoption
SECTION 2. This resolution is effective upon its a	паорион.
ATTEST:	SIGNED:
Diane C. Werbrich, MMC	President of Council
Clerk of Council	Fresident of Council
APPROVED AS TO FORM:	
Philip K. Hartmann	
Director of Law	
CERTIFICAT	E OF THE CLERK
0=:::::::::::::::::::::::::::::::::::::	the City of Hilliard, Ohio, do hereby certify that the
	Resolution: 23-R-30 passed by the Hilliard City Council
on the of	recording 20 ft 00 passed by ano riminard only obtained
IN TESTIMONY WHEREOF, witness my h	nand and official seal on the of
·	
Diane C. Werbrich, MMC	



# City Council

Real People, Real Possibilities:

Subject: EDGE PSA Amendment - Construction Administration Services

From: Michelle Crandall, City Manager

Initiated by: Ed Merritt, Director of Recreation and Parks, Recreation and Parks

Meeting Date: May 8, 2023

### **Executive Summary**

This resolution authorizes an amendment to the professional services agreement with The EDGE Group, Inc. (EDGE) for construction administration services at the Hilliard Athletic Complex.

### **Staff Recommendation**

Staff recommends Council approval of this legislation.

### **Background**

In early 2022, City Council authorized the City Manager to enter into a professional services agreement with EDGE to design services related to the athletic fields at the Recreation and Wellness Campus.

Over the past three months, City Council has authorized multiple Guaranteed Maximum Price (GMP) amendments for the Recreation and Wellness Campus, including for the athletic fields. As a result, construction at the Hilliard Athletic Complex has begun. During the construction of the athletic fields, it is necessary for the City to hire a firm to provide construction administration services. EDGE provided a proposal, as shown on the attached, and the City desires to hire EDGE to perform these services.

### **Financial Impacts**

EDGE's proposal for these additional services is \$105,000 and funds for this necessary component of the Project were appropriated in the City's 2023 Capital Budget, Ordinance No. 22-38.

### **Expected Benefits**

By adding these additional services, the City ensures that construction of the Hilliard Athletic Complex is completed with the necessary oversite.

### **Attachments**

2023.04.10 Construction Administration Proposal - 2022 0417 Resolution No. 23-R-31 (EDGE CA Services) - Pdf



# McCarthy Consulting, LLC

APR 11 2023

Received/Processed

April 10, 2023



Don McCarthy McCarthy Consulting, LLC 84 West Riverglen Drive Worthington, OH 43085 McCarthy Consulting. LLC APPROVED

RE: Professional Construction Administration Services for the City of Hilliard Athletic Complex

Dear Mr. McCarthy:

EDGE is pleased to submit this technical proposal to provide construction administration services for the new Athletic Complex for the City of Hilliard. Due to the variability of these types of services during the construction phase, we propose the following basic scope of services and fee structure.

### **Basic Scope of Services**

As requested, EDGE and its subconsultants will provide construction administration services that include but are not limited to the following.

- 1. Attending pre-construction meeting with the selected contractors. Meeting minutes will be prepared and provided to the client as a deliverable.
- 2. Attending any on-site or virtual progress meetings as requested.
- Providing on-site construction observation and documentation as requested.
- 4. Responding to and coordinating any Request for Information (RFI) from Ruscilli Construction Co., LLC.
  - 5. Reviewing shop drawings and product submittals as provided by the contractors through Ruscilli Construction Co., LLC.
  - 6. Issuing any bulletins that include any modifications to the the contract documents as requested by the owner.
  - 7. Providing punch list(s) once substantial completion has been requested.

### **Professional Fees**

EDGE and its subconsultants will provide the above-described services on a Time and Materials basis. Invoices will be provided monthly and will include detailed time descriptions and a list of reimbursable expenses. We anticipate a Construction Administration Phase allowance of \$130,000.00 -\$150,000.00. An Hourly Rate Schedule and a description of potential reimbursable expenses is provided below.

BECOMMENDATION IS \$100,000

330 WEST SPRING STREET, SUITE 350 COLUMBUS, OHIO 43215 614.486.3343 www.edgela.com

\$ 100,000 BUDGET.

43215

\*\*Y SEE NOTES ON PAGE age 54 of 135

### Hourly Billing Rate Schedule

-		-	_
	U	G	E

QL .	
Professional 5	\$180/hour - \$215/hour
Professional 4	\$155/hour - \$175/hour
Professional 3	\$135/hour - \$150/hour
Professional 2	\$110/hour - \$130/hour
Professional 1	\$ 85/hour - \$105/hour
Intern	\$ 60/hour - \$ 80/hour

### MS Consultants, inc.

Project Director	\$240/hour
Project Manager	\$190/hour
Senior Civil Engineer	\$185/hour
Civil Engineer IV	\$160/hour
Survey Manager	\$145/hour
Civil Engineer	\$120/hour
Graduate Engineer	\$95/hour
CAD Technician	\$88/hour
Field Survey	\$85/hour
Administrative Assistant	\$67/hour

### Osborn Engineering / OSPORTS

Principal	\$270/hour
Director	\$254/hour
Discipline Manager/Lead	\$239/hour
Senior Project Manager	\$224/hour
Senior Engineer, Sr. Spec. Des.	\$203/hour
Project Manager	\$177/hour
Sr. Project Engineer, BIM Manager	\$168/hour
Project Engineer, Spec. Des.	\$144/hour
Engineer 3, Designer 3	\$124/hour
Engineer 2, Designer 2	\$112/hour
Engineer 1, Designer 1, Admin 2	\$107/hour
Co-op, Admin 1	\$91/hour

# McCarthy Consulting, LLC APPROVED

## Reimbursable Expenses

In addition to compensation provided for professional services, The EDGE Group, Inc. shall receive reimbursement for expenses incurred on behalf of the client towards the completion of the project. Expenses are to be billed at a multiple of 1.1 times cost. Expenses are to include but are not limited to printing, plotting, postage, copies, travel, meals and lodging. Additional charges for insurance adjustments requested by the client over basic coverage are reimbursable.

-D NEED TO CREATE A \$ 5,000

PEIMBURSABLE EXPENSE (TRAVEL, PRINTING)
BUDGET.

Thank you for the opportunity to submit this proposal and we look forward to the continued work on this project.

Respectfully submitted, The EDGE Group, Inc.

Tedd N. Hardesty, ASLA, LEED AP Principal

Drew Russell, PLA Associate

W 4/17/23

# McCarthy Gonsulling, LL

- 1. EDGE WILL BE RESPONSIBLE APPROVED

  TO ENSURE SERVICES BEING BILLED ARE COMPLETELY

  DECLIMENTED FOR ALL SERVICES PROVIDED. TIME SHEERS THAT

  CLEARLY DEFINE SERVICES PROVIDED WILL BE REQUIRED

  WITH EACH INVOICE.
- 2. NO BILLING/INVOICE SHALL ILLCLUSE HOVES TO COFFELT EXPORES/OMISSIONS IN DESIGN DOCUMENTS. ALL SUCH ITEMS ARE TO BE CORRECTED AND DOCUMENTS PRISED AS NEEDED WITHOUT ANY COSTS BEING CHARGED TO THE OWNER.
- 3. INFORMATION MISSING FROM THE CUPRENT GMPI THEN 4
  CONTRACT DOCUMENTS THAT IS DEEMED NECESSARY TO
  PRIVIDE A COMPLETE DESIGN THAT IS BUILDARDE AND
  PERMITABLE IS TO BE PROVIDED AS PART OF THEIR
  ORIGINAL DESIGN SERVICES FEE AND IS NOT PERMITTED
  TO BE BILLED AS AN HOVERY FEE DURING CA SERVICES.

4. PECELTS FOR ALL REINFORSABLE EXPENSES MUST BE

Page 56 of 135



Resolution: 23-R-31 Adopted: Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH THE EDGE GROUP, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE ATHLETIC FIELDS AT THE RECREATION AND WELLNESS CAMPUS.

**WHEREAS**, on February 14, 2022, City Council adopted Resolution No. 22-R-06 authorizing a professional services agreement (PSA) with The EDGE Group, Inc. (EDGE) for the design purposes of the new athletic complex on the southern portion of the Recreation and Wellness Campus (the "Project"); and

**WHEREAS**, now that design is complete and construction is beginning, it is necessary to have oversite and construction administration services for the Project; and

**WHEREAS**, the City, through its Owner's Representative for the Project, received a proposal from EDGE for additional construction administration services; and

**WHEREAS**, EDGE is able to provide experienced, technical personnel to ensure that the athletic complex is completed in a timely manner throughout the construction of the Project; and

**WHEREAS**, it is in the City's best interest to amend EDGE's PSA to include the additional construction administration services for the Project.

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

**SECTION 1.** An expenditure is authorized in an amount not to exceed \$105,000 from Fund 710, Object 55 in order to amend EDGE's Professional Services Agreement.

**SECTION 2.** The City Manager is authorized to execute an amendment to EDGE's Professional Services Agreement, in an amount not to exceed \$105,00. 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.

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

**SECTION 4.** This Resolution is effective upon its adoption.

ATTEST:	SIGNED:
Diane C. Werbrich, MMC	President of Council
Clerk of Council	
APPROVED AS TO FORM:	
Philip K. Hartmann	
Director of Law	

### **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: **23-R-31** passed by the Hilliard City Council on the of

IN TESTIMONY WHEREOF, witness my hand and official seal on the of

Diane C. Werbrich, MMC



# City Council

Real People. Real Possibilities:

Subject: 2023 Sidewalk Program - Authorization of Contracts and Expenditures

From: Michelle Crandall, City Manager

Initiated by: Letty Schamp, Director of Transportation and Mobility, Mobility Division

Meeting Date: May 8, 2023

### **Executive Summary**

This legislation authorizes the City Manager to enter into a construction contract with Professional Pavement Services and modify an existing professional services contract with Prime AE Group for the annual Sidewalk Maintenance Program (CIP T-160).

### **Staff Recommendation**

Staff recommends approval of this resolution to enable the award of contracts that will improve sidewalk infrastructure.

### **Background**

In 2022, the City of Hilliard initiated a new capital improvement program, CIP T-160 Sidewalk Maintenance Program, which provides funding for repair or replacement of sidewalks and curb ramps to ensure compliance with the Americans with Disabilities Act (ADA). Hilliard City Code Sections 909.01 and 909.02 require that property owners repair and maintain sidewalks. Hilliard City Code Sections 909.05 – 909.09 establish the Sidewalk Maintenance and Repair Program whereby the City may initiate and administer a program each year to repair sidewalks by zone or neighborhood and property owners may elect to "opt-in" to the City's program and be invoiced for the cost of the repairs.

A citywide assessment of sidewalks was conducted in 2022 to assist in prioritizing sidewalk repairs. Based on this assessment, the City has been divided into ten (10) zones. The City of Hilliard Sidewalk Maintenance Zone Map is provided for reference as **Attachment A**. The zones establish the priority and order for assessing and repairing sidewalks citywide. Depending on the annual budget, all or portions of a zone will be completed in a given year.

Zone 1 consists of the Avery subdivision. On January 3, 2023, the City mailed information to all property owners in the Avery subdivision notifying them of the City's new Sidewalk Maintenance Program and options for payment. A section of the City's website was created to provide the public with information on the sidewalk program (<a href="https://hilliardohio.gov/sidewalk-maintenance/">https://hilliardohio.gov/sidewalk-maintenance/</a>).

Sidewalks in the Avery subdivision were inspected and marked in February 2023. A map showing the parcels inspected is provided on **Attachment B**. Because of the number of sidewalk panels in need of repair in the Avery subdivision, expected costs, and the 2023 budget for CIP T-160, several streets in the Avery subdivision were omitted from the 2023 program and will be completed in 2024.

On February 23, 2023, the City mailed letters to 257 property owners that had sidewalk panels in need of repair. This second letter provided details on the number of panels in need of repair with instructions on how to "Opt-in" to the City's program or to "Opt-out" to conduct the repairs on their own. Property owners were given until June 30, 2023 to complete their repairs on their own. If property owners do not complete the repairs by this date, they will automatically be included in the City's program.

Of the 257 property owners that were mailed letters in late February, 16 elected to "Opt-Out". Therefore, 241 properties are included in the City's 2023 Sidewalk Program. Properties that "opted out" of the program are shown in red/black on Attachment B. Properties that "opted in" are shown in green on Attachment B.

The estimate for the 2023 Sidewalk Maintenance Program was \$475,450. Bids for the 2023 Sidewalk Maintenance Program were opened on Bid Express on April 13, 2023. Three bids were received as summarized below.

Professional Pavement Services: \$457,185.00
Decker Construction Company: \$626,944.52
Newcomer Concrete Services, Inc.: \$628,860.00

After reviewing the bids and checking references, Professional Pavement Services has been identified as the lowest and best bidder. Professional Pavement Services' maximum not to exceed contract amount is \$502,000, which includes an approximate ten percent contingency to cover approved change orders and quantity adjustments.

Following completion of the 2023 Sidewalk Maintenance Program, property owners will be billed for actual costs of the work based on the unit prices bid by Professional Pavement Services. Property owners may pay their invoice in full, or they may elect to spread out payments over five years through a zero-interest property assessment. Property assessments for the 2023 Sidewalk Maintenance Program will be initiated in 2024.

On April 11, 2022, Hilliard City Council passed Resolution No. 22-R-27, which authorized an annual professional services agreement with Prime AE Group to provide construction services. This includes oversight of the contractor's crews on behalf of the City, contract administration, inspection, and materials testing. The City desires to utilize Prime AE Group to provide construction services for the 2023 Sidewalk Program. The estimated cost to provide these services is \$54,440 as provided in **Attachment C**. Prime AE Group's maximum not to exceed contract amount is \$60,000, which includes an approximately ten percent contingency to cover additional work or changes in work.

### **Financial Impacts**

The financial impacts of this piece of legislation are summarized below.

2023 Sidewalk Maintenance Program Summary of Costs				
Vendor	Contract Amount	Contingency Amount (~10%)	Maximum Not to Exceed Amount	
Professional Pavement Services	\$457,185	\$44,815	\$502,000	
Prime AE Group Total	\$54,440	\$5,560	\$60,000 \$562,000	

Funding for the 2023 Sidewalk Maintenance Program was included in the 2023 Capital Improvement Budget passed by Hilliard City Council on November 14, 2022, via Ordinance No. 22-38. This legislation authorizes the expenditure of funds from Fund 304 Object 55 to cover the costs for the 2023 Sidewalk Maintenance Program.

### **Expected Benefits**

The benefit of the legislation is improved condition and accessibility of the City's sidewalk network.

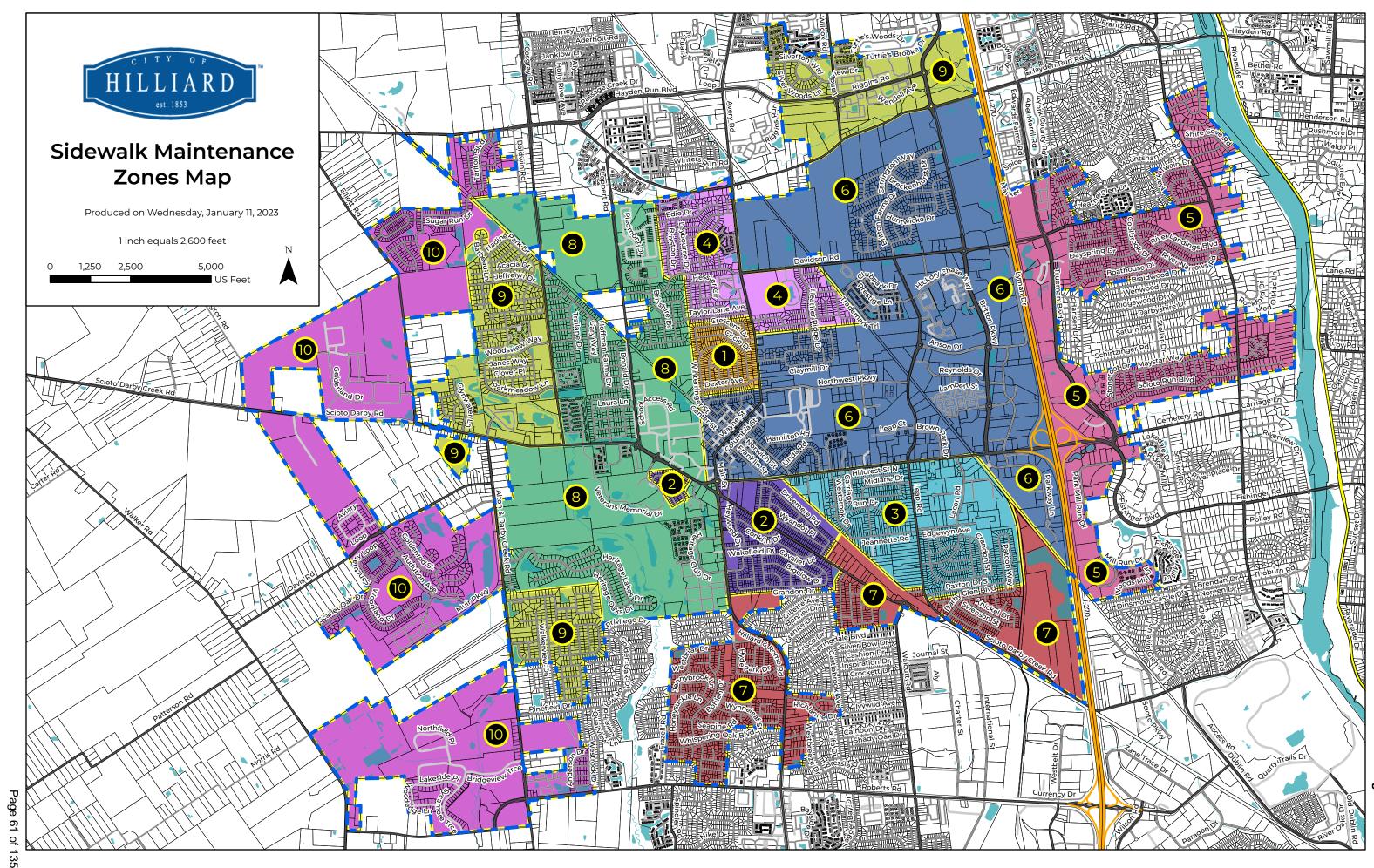
### **Attachments**

Attachment A Sidewalk-Maintenance-Zones-Map-2023-01-11

Attachment B Sidewalk Inspection Map 2023

Attachment C PrimeAE T-160 Fee Proposal

Resolution No. 23-R-32 (Contract, Sidewalk Program) - Pdf







8415 Pulsar Place | Suite 300 | Columbus, Ohio 43240 P: 614 839 0250 | F: 614 839 0251

a wholly-owned subsidiary of PRIME AE Group, Inc.

February 6, 2023

Roberta Barkhimer Transportation Project Engineer City of Hilliard 3800 Municipal Way Hilliard, OH 43026

Re: Fee Proposal for 2023 Construction Management, Construction inspection, and Materials Testing for the 2023 CIP T-160

Dear Mrs. Barkhimer:

Prime Construction Management & Survey is pleased to submit this fee proposal for construction inspection and testing services for the subject project in the 2023 construction season.

### **Project Description**

Project Management, construction inspection and materials testing for CIP T-160 2023 Sidewalk Maintenance Project which will take place in the Avery subdivision in the City of Hilliard. The project will involve the removal and replacement of sidewalk panels throughout the neighborhood to meet ADA and City standards. We are anticipating approximately 1500-2000 panels that will need to be repaired or replaced in addition to any repairs that may need to be performed in the driveway or driveway apron to make the panels compliant.

### **Scope of Services**

Our scope of services is intended to staff the above project with project management, construction inspection, constructability reviews, and materials testing as required by the Ohio Department of Transportation's Construction Manual of Procedures and as requested by the City.



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# **Services provided:**

The tasks to be performed by the project management/ inspection staff shall include:

- Review of Bids and preparation of bid tab
- Contract administration
- Construction project management including coordination of RFIs, submittals or other items with the design engineer.
- Construction inspection
- Materials testing
- Preparation of pay requests and change orders with supporting documentation
- Prevailing wage interviews and documentation
- Project closeout and documentation
- 1-year warranty inspection

### **Project Fees**

The estimated cost for inspection of this Project is \$54,440. Services will be billed monthly on a time and expense basis. The detailed estimated hour breakdown for the project is shown below.

Staff	Hrs/Week	Weeks	Rate	Cost
Project Manager	4	12	130	\$6,240.00
Field Engineer	10	12	100	\$12,000.00
Construction Inspector	40	12	\$65.00	\$31,200.00
Matl. Testing				\$5,000.00
Total				\$54,440.00

<sup>\*16</sup> week Duration 6/15/2023-10/15/2023

<sup>\*</sup>Estimated 12 weeks of actual construction



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# 2023 CONSTRUCTION TESTING SERVICES FEE SCHEDULE

<u>DESCRIPTION</u> <u>RATE</u>

### I. Technical Personnel

Project Manager	\$130.00/hr.
Project Engineer	
Assistant Construction Project Manager	
Testing Supervisor	
Senior Construction Inspector	
Construction Inspector	·
CAD Design/Drafting	
Field Technician (Soil/Concrete/Asphalt)	
,	•

# II. Expenses

Mileage ......\$0.655/mi

### **NOTES:**

- Technician rates are portal to portal. Overtime rates apply after 40 hours of the standard rate for any one week's charge, along with all weekend work, upon approval from the Client.
- There will be a \$15/hour premium charge for over time.
- We request a 24-hour notice when any of our personnel are needed in the field.

We appreciate the opportunity to submit this proposal and look forward to working with you this construction season. Please contact me if you have any questions regarding this proposal.

Respectfully,

Joe Warino, PE

Vice President, CMCI, PRIME AE Group



8415 Pulsar Place | Suite 300 | Columbus, Ohio 43240 P: 614 839 0250 | F: 614 839 0251

a wholly-owned subsidiary of PRIME AE Group, Inc.

Accepted:	City of Hilliard	
Signature:		
Printed Name:		
Title:		



Resolution: 23-R-32 Adopted: Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PROFESSIONAL PAVEMENT SERVICES FOR THE 2023 SIDEWALK MAINTENANCE PROGRAM (CIP T-160); AND AUTHORIZING THE EXPENDITURE OF FUNDS.

**WHEREAS**, the City conducted its annual evaluation of sidewalks and have identified and prioritized those needing repair and maintenance; and

**WHEREAS**, those sidewalks and incidental items prioritized for repair are located in the Avery subdivision, hereinafter "the Project"; and

WHEREAS, the estimated cost for the Project was \$475,450; and

**WHEREAS**, after having been duly advertised for two consecutive weeks, bids for the Project were opened electronically on Bid Express at 3:00 p.m., April 13, 2023, and Professional Pavement Services, which submitted a bid in the amount of \$457,185, was determined to be the lowest and best bidder ("Contractor"); and

WHEREAS, an approximate ten percent (10%) contingency in the amount of \$44,815 is available to cover approved change orders; and

**WHEREAS**, on April 11, 2022, by passage of Resolution 22-R-27, Hilliard City Council authorized an annual professional services agreement with Prime AE Group for construction services; and

**WHEREAS**, the estimated cost to provide contract administration, inspection, and testing services for the Project by Prime AE Group is \$60,000, which includes an approximate ten percent (10%) contingency; and

**WHEREAS,** funds for the Project, totaling \$562,000, were appropriated in the 2023 Capital Improvement Budget by Ordinance No. 22-38, passed by City Council on November 14, 2022, and pursuant to Section 3.10 of the Charter of the City, authorization for this contract may be established by resolution of Council.

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

**SECTION 1.** An expenditure for the Project is authorized in an amount not to exceed \$562,000 from Fund 304 Object 55.

**SECTION 2.** The City Manager is authorized to enter into a contract with Professional Pavement Services for the 2023 Sidewalk Program (CIP T-160) in a contract amount of \$457,185, with authorization to approve change orders in an amount not to exceed \$42,815 for a total not to exceed amount of \$502,000.

**SECTION 3**. The City Manager is authorized to modify the existing professional services agreement with Prime AE Group in an amount not to exceed \$60,000 to provide contract administration, inspection, and testing services for the Project.

**SECTION 4**. The Finance Director is authorized to make any accounting changes to revise the funding source for any contract or contract modification associated with expenditure of the funds.

ATTEST:

Diane C. Werbrich, MMC
Clerk of Council

APPROVED AS TO FORM:

Phillip K. Hartmann
Director of Law

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: 23-R-32 passed by the Hilliard City Council on the of
IN TESTIMONY WHEREOF, witness my hand and official seal on the of

**SECTION 5.** This Resolution is effective upon its adoption.

Diane C. Werbrich, MMC



# City Council

Real People. Real Possibilities:

**Subject:** Authorizing Conditional Use - 5303 Norwich Street, Suite 400

From: Michelle Crandall, City Manager

Initiated by: John Talentino, Planning Director, Planning Division

Carson Combs, Planning Manager, Planning Division

Meeting Date: May 8, 2023

### **Executive Summary**

The proposal is for the approval of a Conditional Use request for the Old Hilliard Mercantile at 5303 Norwich Street, Suite 400 to allow "Indoor Commercial Recreation" for a 756-square foot yoga class space.

### **Staff Recommendation**

Staff recommends that Council adopt this resolution based on the finding that the proposed conditional use and required building improvements will meet the requirement and intent of the Code and will be an appropriate use within Old Hilliard.

### **Background**

In 2022, City Council adopted Ordinance No. 22-01 amending Chapters 1107 and 1123 of the Codified Ordinances regarding the approval process for conditional uses. That ordinance, which took effect on February 24, 2022, modified the zoning process so that the Planning and Zoning Commission makes a recommendation to City Council for a final decision on all conditional use applications.

On April 13, 2023, the Planning and Zoning Commission considered a conditional request to allow class space for yoga at the mixed use building located at the southwest corner of Main and Norwich Streets. Opportunity was made available for public input, and the Commission voted to approve the request (6-0). The Commission recommended the following conditions:

- That the plans are revised to demonstrate conformance to the building code requirements concerning mixed-use assembly spaces including ingress, egress, and the number of bathrooms;
- That the site has not less than 14 off-street parking spaces for any combination of permitted and conditional uses; and
- That a zoning certificate demonstrating conformance to the conditions listed above is obtained prior to the
  operation of the exercise studio.

The positive recommendation of the Planning and Zoning Commission is being forwarded to City Council for final consideration.

### **Financial Impacts**

There are no anticipated financial impacts.

### **Expected Benefits**

Approval of the Conditional Use for "Indoor Commercial Recreation" will enable the applicant to convert a small portion of the existing retail space to a flexible classroom space for recreational instruction.

### **Attachments**

Floor Plan. 5303 Norwich Street

Record of Action. 5303 Norwich Street Minutes (Draft). 5303 Norwich Street

Resolution No. 23-R-33 (Authorizing Conditional Use - 5303 Norwich Street) - Pdf

5303 Norwich St, Suite 400 (formerly 4055 Main St, Suite 400) Hilliard, OH 43026 P: 614.334.1227 E: info@old.hilliardmercantile.com W: oldhilliardmercantile.com

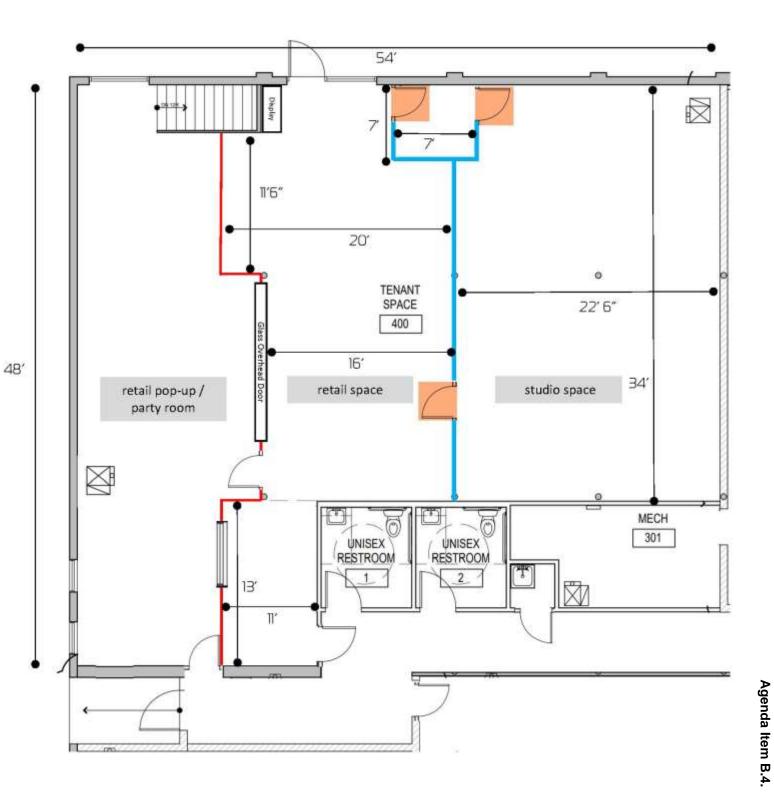
## Requested Changes

Division of existing retail location with decorative wall as shown in Exhibit A.

Use of this new space will be a Movement Studio for Yoga, Dance, Meditation and other fitness related activities.

# **Summary of Changes**

- Add decorative wall noted in BLUE line
- Add 3 doors (ORANGE) for ingress / egress from Movement Studio



# **RECORD OF ACTION**

# **Planning & Zoning Commission**

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



# Thursday, April 13, 2023 | 7:00 pm

CASE 8: PZ-23-12 - OLD HILLIARD MERCANTILE - 5303 NORWICH STREET, SUITE 400 (formerly 4055

Main Street, Suite 400)

PARCEL NUMBER: 050-000188, 050-000084

APPLICANT: Old Hilliard, LTD., PO Box 1471, Hilliard, OH 43026; Jeremy Whitham, Old Hilliard

Mercantile, 5303 Norwich Street, Suite 400, Hilliard, OH 43026.

**REQUEST:** Review and approval of a Conditional Use request under the provisions of Hilliard Code Chapter 1123 for a 756-square foot yoga studio within an 8,750-square foot retail building on ±0.99-

acre.

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

### **MOTION:**

Ms. Nixon made a motion to approve a Conditional Use request under the provisions of Hilliard Code Chapter 1123 for a 756-square foot yoga studio within an 8,750-square foot retail building on ±0.99-acre with the following three conditions:

- 1) That the plans are revised to demonstrate conformance to the building code requirements concerning mixed-use assembly spaces including ingress, egress, and the number of bathrooms;
- 2) That the site has not less than 14 off-street parking spaces for any combination of permitted and conditional uses; and
- 3) That a zoning certificate demonstrating conformance to the conditions listed above is obtained prior to the operation of the exercise studio.

Mr. Gutknecht seconded the motion.

VOTE: STATUS:

Chairman Muether Excused Case #8: PZ-23-12 is approved (6-0) with three conditions and will be forwarded to City Council for final disposition.

Mr. Gutknecht Yes CERTIFICATION:

Mr. Lewie Yes
Ms. Nixon Yes

Mr. Pannett Yes Carson Combs, Planning Manager

Mr. Uttley Yes April 14, 2023

[END OF RECORD]

CASE 8: PZ-23-12 – OLD HILLIARD MERCANTILE – 5303 NORWICH STREET, SUITE 400 (formerly 4055

Main Street, Suite 400)

PARCEL NUMBER: 050-000188, 050-000084

APPLICANT: Old Hilliard, LTD., PO Box 1471, Hilliard, OH 43026; Jeremy Whitham, Old Hilliard

Mercantile, 5303 Norwich Street, Suite 400, Hilliard, OH 43026.

**REQUEST:** Review and approval of a Conditional Use request under the provisions of Hilliard Code Chapter 1123 for a 756-square foot yoga studio within an 8,750-square foot retail building on ±0.99-

acre.

[Mr. Talentino gave the staff report.]

### **BACKGROUND:**

The site is 0.294-acre located on the western corner of Main Street and Norwich Street in Old Hilliard. The site is zoned OH-MD, Old Hilliard Mixed Use District, which allows for a wide range of residential and commercial uses. The one-story building is approximately 9,900 square feet in area and includes four tenant spaces with a mix of retail uses. The property also includes a plaza space along Main Street. On July 14, 2022, the Planning and Zoning Commission approved a plan for exterior awnings, lighting, and colors. The Commission also approved a comprehensive signage plan that included wall signs, projecting signs and A-frame signs for each tenant space on December 12, 2022.

The applicant is now requesting approval of a conditional use to permit a 765-square-foot area for indoor commercial recreation for Suite 400 of the building.

### **COMMISSION ROLE:**

Conditional Uses differ from permitted uses in that they may have a greater impact on the surrounding area and thus require special review and approval. The Commission is to ensure that the proposal will be compatible in this location. In considering the application, the Commission may impose such requirements and conditions as the Commission may deem necessary for the protection of adjacent properties and the public interest using the following review criteria as provided in Section 1123.03.

- That the proposed use will be consistent with the intent and purposes of the zoning code and the Comprehensive Plan and is compatible with the character of the general vicinity.
- That the proposed use complies with applicable requirements of the zoning code, except as specifically altered in the approved conditional use.
- That the proposed use and site layout will not impede the orderly development of the surrounding
  property for uses permitted in the district. Due consideration will be given to the location and height of
  proposed buildings and structures, location and type of proposed fences or walls, location and screening
  of parking areas, and the location and type of proposed landscaping.
- That the area and proposed use will be adequately served by essential public facilities and services, as applicable, such as highways, streets, police, and fire protection, drainage structures, refuse disposal, water and sewer. The applicant or landowner will be required to install public utilities, streets or other public infrastructure as required by the city, state or other agencies to applicable specifications that are necessitated by the conditional use development. Dedication of said public infrastructure may be required.
- That the proposed use will not involve uses, activities, processes, materials, equipment or conditions of operation detrimental to any persons, property, or the general welfare by reason of excessive traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to permitted uses.

The location and scale of the use, the nature and intensity of the proposed operations, the site layout
and the relation of the proposed use to surrounding streets will not cause undue traffic congestion or
hazards beyond that which would be normally expected based on the existing pattern of uses and the
planned character reflected in the city's Comprehensive Plan.

Following a recommendation on the conditional use from the Commission, the application will be forwarded to City Council for a final decision.

### **STAFF RECOMMENDATION:**

Staff finds that the proposal, as amended in the conditions listed below, is consistent with the provisions of the Zoning Code. Based on this finding, staff recommends approval of the proposed conditional use with the following three conditions:

- 1) That the plans are revised to demonstrate conformance to the building code requirements concerning mixed-use assembly spaces including ingress, egress, and the number of bathrooms;
- 2) That the site has not less than 14 off-street parking spaces for any combination of permitted and conditional uses; and
- 3) That a zoning certificate demonstrating conformance to the conditions listed above is obtained prior to the operation of the exercise studio.

### **CONSIDERATIONS:**

- The proposed tenant space is approximately 2,592 square feet and is located at the north corner of the four-tenant building. This tenant space has a Norwich Street entrance. It is currently used as a retail business.
- The proposal is to create a 765-square-foot studio for yoga and other indoor recreation/exercise activities with the balance of the tenant space being used for retail. The proposed studio space is considered an assembly space and must meet the Building Code requirements concerning ingress, egress, maximum occupancy, the number of bathrooms, etc.
- Required parking for the overall site is 13 spaces based on 6,491 square feet of usable floor area and one parking space per 250 square feet of usable floor area for retail uses (In the Old Hilliard District that number may be further reduced by 50 percent if convenient on-street parking is available and pedestrian connections are maintained). Required parking for the overall site with the addition of the proposed yoga studio is 14 spaces based on one space per 250 square feet of usable floor area for retail uses (11 spaces) plus one space for every 3 persons allowed within the maximum occupancy load for the indoor recreation area (3 spaces).
- The site has 15 existing parking spaces in the adjacent private lot. A total of 13 on-street parking spaces are also located adjacent to the site along Norwich Street and Main Street.

[END OF REPORT | PZ-23-12]

Jeremy Whitham, the applicant, said that he read the staff report and agreed with the staff recommendation.

There was no additional discussion or public input; Ms. Nixon made a motion (seconded by Mr. Gutknecht) to approve a Conditional Use request under the provisions of Hilliard Code Chapter 1123 for a 756-square foot yoga studio within an 8,750-square foot retail building on  $\pm 0.99$ -acre with the following three conditions:

- 1) That the plans are revised to demonstrate conformance to the building code requirements concerning mixed-use assembly spaces including ingress, egress, and the number of bathrooms;
- 2) That the site has not less than 14 off-street parking spaces for any combination of permitted and conditional uses; and

PLANNING & ZONING COMMISSION MINUTES | 4-13-23 | PAGE 26

3) That a zoning certificate demonstrating conformance to the conditions listed above is obtained prior to the operation of the exercise studio.

**Status:** Approved (6-0) with three conditions.

Mover: Tracey Nixon Seconder: Eric Gutknecht

Ayes: Chairman Jay Muether, Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie,

Tracey Nixon, Tom Pannett, William Uttley

### **DISCUSSION ITEMS / COMMITTEE COMMUNICATIONS**

Mr. Uttley reported on the Arts Commission and indicated that they were interviewing candidates for available positions on the board. He noted that the artwork for the traffic boxes is proceeding.

Ms. Nixon noted that the groundbreaking for the City's new wellness campus is tomorrow at 10 am. She said that there would be a touch-a-truck and other activities for the event. She commented that there are members from the committee that are leaving to take positions on other commissions and that student members were graduating and would be leaving.

Ms. Clodfelder updated the Commission, at the request of Mr. Lewie, and indicated that the comments provided by the Commission and general public have been considered. She said that Council had a very robust discussion at its last review and that the updated version of the Plan would be before the Committee of the Whole on April 24<sup>th</sup> for a potential vote.

### **ADJOURNMENT – 8:16 PM**

**CERTIFICATION:** 

With no additional business, Vice Chairman Schneck motioned to adjourn the meeting at 8:16 p.m.

- <del></del>	
Carson Combs, Planning M	lanager
April 13, 2023	

[END OF MINUTES | April 13, 2023]



Resolution: 23-R-33 Adopted: Effective:

AUTHORIZING THE CONDITIONAL USE FOR INDOOR COMMERCIAL RECREATION AT 5303 NORWICH STREET, SUITE 400 WITHIN THE OHMD, OLD HILLIARD MIXED USE ZONING DISTRICT.

**WHEREAS**, on January 24, 2022, City Council approved amendments to Chapters 1107 and 1123 of the City's Codified Ordinances to state that the Planning and Zoning Commission provides a recommendation to City Council on each conditional use application and that City Council would have the final approval for each application; and

**WHEREAS**, on March 13, 2023, a completed application for the review of a conditional use request for "Indoor Commercial Recreation" for the property at 5303 Norwich Street, Suite 400 (Parcel Nos. #050-000188 and 050-000084) was submitted to the Planning Director in accordance with Hilliard Code Section 1123.02; and

**WHEREAS**, the Planning and Zoning Commission on April 13, 2023, reviewed the request for a conditional use to permit "Indoor Commercial Recreation" within the OH-MD, Old Hilliard Mixed Use District for the property located at 5303 Norwich Street, Suite 400 under the provisions of Hilliard Code Section 1123.03 and 1123.04; and

**WHEREAS**, the Planning and Zoning Commission in accordance with the Code made a positive recommendation to City Council with three conditions of approval; and

**WHEREAS**, as prescribed by Section 1107.03(d) upon receipt of a recommendation from the Planning and Zoning Commission, the City Council shall decide upon the conditional use application according to the procedures set forth in Chapter 1123.

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

- **SECTION 1.** Old Hilliard Mercantile located at 5303 Norwich Street, Suite 400 (Parcel Nos. #050-000188 and 050-000084) is granted a conditional use for "Indoor Commercial Recreation" and will comply with the provisions of Hilliard Code Section 1123.03 and conditions of approval as set forth by the Planning and Zoning Commission.
- **SECTION 2.** Failure to obtain any necessary Zoning Certificate or Certificate of Occupancy shall invalidate the Conditional Use approval granted by City Council.
- **SECTION 3.** This Conditional Use approval in accordance with Section 1123.05 of the Hilliard City Code shall expire 12 months after it is granted, unless construction is complete or commencement of the use has begun, or significant progress has been made towards its initiation.
- **SECTION 4.** Any expansion of the approved Conditional Use requires a final determination by City Council in accordance with Hilliard Code Chapter 1123.
- **SECTION 5.** The Planning Director, City Engineer and Director of Building Standards are authorized to approve any necessary administrative changes to the approved site plan necessary to carry out the terms of this conditional use.
- **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	
I, Diane C. Werbrich, Clerk of Council foregoing Resolution is a true and correct copy on the of	CATE OF THE CLERK for the City of Hilliard, Ohio, do hereby certify that the of Resolution: 23-R-33 passed by the Hilliard City Council
IN TESTIMONY WHEREOF, witness r	ny hand and official seal on the of
Diane C. Werbrich, MMC	



### City Council

Real People, Real Possibilities:

Subject: Authorizing Conditional Use - 4071 Grant Street

From: Michelle Crandall, City Manager

Initiated by: Carson Combs, Planning Manager, Planning Division

John Talentino, Planning Director, Planning Division

Meeting Date: May 8, 2023

### **Executive Summary**

The proposal is for the approval of a Conditional Use request for 4701 Grant Street to allow "Brew Pubs and Similar Establishments" for the construction of a winery and outdoor events area.

### **Staff Recommendation**

Staff recommends that Council adopt this resolution based on the finding that the proposed conditional use and required site improvements meet the requirement and intent of the Code and will be an appropriate use within Old Hilliard.

### **Background**

In 2022, City Council adopted Ordinance No. 22-01 amending Chapters 1107 and 1123 of the Codified Ordinances regarding the approval process for conditional uses. That ordinance, which took effect on February 24, 2022, modified the zoning process so that the Planning and Zoning Commission makes a recommendation to City Council for a final decision on all conditional use applications.

On April 13, 2023, the Planning and Zoning Commission considered a conditional request to allow a wine production facility at the western corner of Grant and Franklin Streets, adjacent to the Hilliard Civic and Cultural Arts Center and The Junction. Opportunity was made available for public input, and the Commission voted to approve the request (6-0) as submitted. The proposal also received approval of an Old Hilliard District Plan with conditions and was also approved 6-0.

The positive recommendation of the Planning and Zoning Commission is being forwarded to City Council for final consideration.

### **Financial Impacts**

There are no anticipated financial impacts. The applicant will work with the City regarding improvements associated with the development that will be made within the public right-of-way and on public property.

### **Expected Benefits**

Approval of the Conditional Use for "Brew Pubs and Similar Establishments" will enable the applicant to move forward with civil plan review and the building permit process.

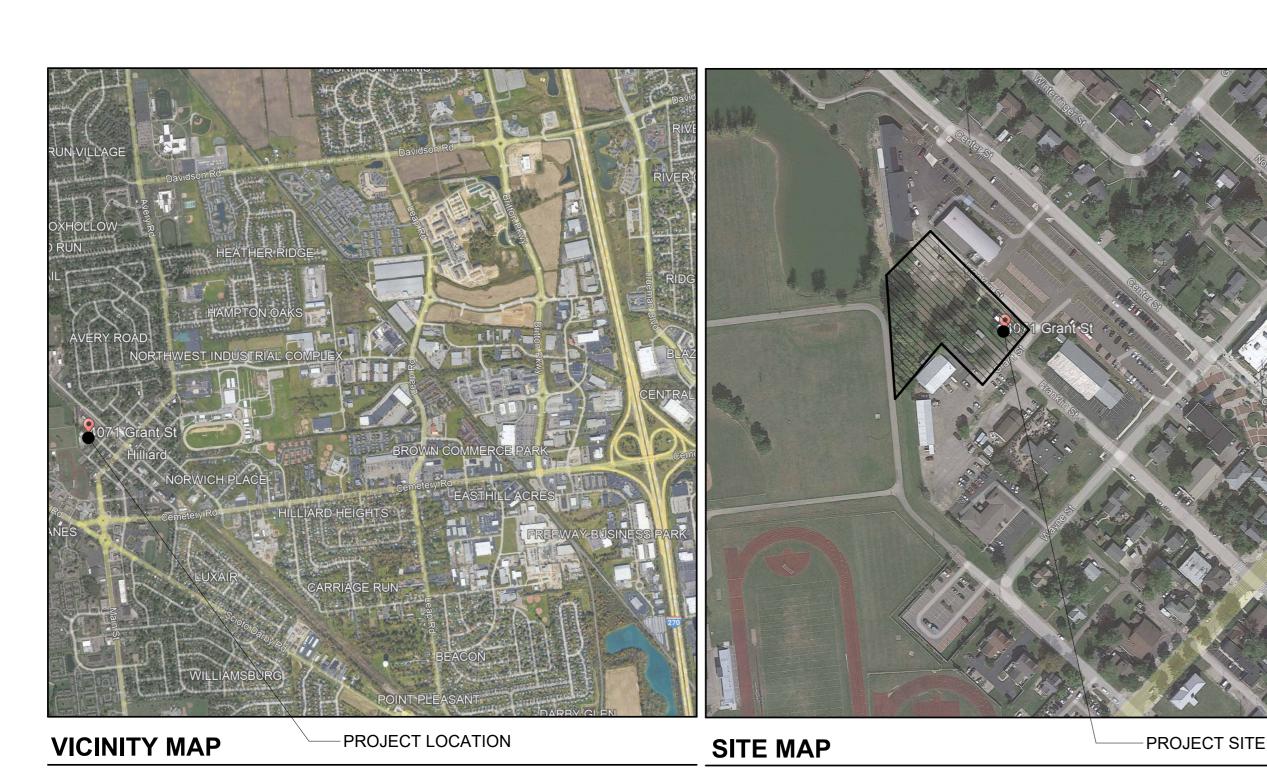
### **Attachments**

Development Plans. 4071 Grant Street Record of Action. 4071 Grant Street

Minutes (Draft). 4071 Grant Street

Resolution No. 23-R-34 (Authorizing Conditional Use - 4071 Grant Street) - Pdf







NEW BUILDING & SITE FOR:

# HILLIARD WINERY & OUTDOOR EVENTS VENUE

4071 GRANT STREET
HILLIARD, OH 43026
OLD HILLIARD DISTRICT, FRANKLIN COUNTY
PARCEL #: 050-000170, 050-000171, 050-000343

# PROJECT DESCRIPTION

THIS PROJECT INCLUDES A NEW WINERY BUILDING, AN OUTDOOR EVENTS VENUE AND PUBLIC PARKING. THE WINERY INCLUDES A PRODUCTION SPACE, TASTING ROOM, AND ENCLOSED PATIO AREA. THERE IS NEW PUBLIC PARKING ALONG FRANKLIN STREET AND A NEW PARKING LOT TO THE SOUTH OF THE PROPOSED WINERY BUILDING. THE OUTDOOR EVENTS VENUE WILL BE A SEMI-PRIVATE/PUBLIC PARK SPACE THAT INCLUDES A SEMI-COVERED PATIO, WALKING PATHS, WATER FEATURE, AND FOOD TRUCK COURT.

THE WORK WILL INCLUDE SITE UTILITES, CONCRETE AND PAVING, FENCING, LANDSCAPING, WATER RETENTION, MASONRY FACADE, KITCHEN EQUIPMENT, BAR EQUIPMENT, WINE PRODUCTION EQUIPMENT, INTERIOR FINISHES, DOORS, WINDOWS, OVERHEAD DOORS, MECHANICAL, ELECTRICAL, AND PLUMBING.

# MEP ENGINEER

STAN & ASSOCIATES INC. 300 W MONUMENT AVE STE 200 DAYTON, OH 45402 (937) 438-0177

# **CIVIL ENGINEER & LANDSCAPE ARCHITECT**

CHOICE ONE ENGINEERING 440 E HOEWISHER RD SIDNEY, OH 45365 (937) 497-0200

# STRUCTURAL ENGINEER

JEZERINAC GEERS & ASSOCIATES INC 5640 FRANTZ RD DUBLIN, OH 43017 (614) 766-0066

# ARCHITECT

REVIVAL DESIGN COLLECTIVE 117 W MAIN ST. COLDWATER, OH 45828 (800) 567-9103

# <u>OWNER</u>

THE WESTWOOD COLLECTIVE PO BOX 1471 HILLIARD, OH 43026 (740) 815-5632

# REVIVA DESIGN COLLECTIVE

117 WEST MAIN STREE COLDWATER, OHIO 458 800.567.9103 WWW.REVIVALDESIGN

HILLIARD WINERY
4071 GRANT STREET, HILLIARD, OHIO 4302

CALLY JO LANGE
1215578

CARED ARCH

EXPIRES 12/31/2021

ISSUANCES / REVISIONS
PERMIT 03/08/2023

22066

GL

PROJECT NO.

AUTHOR

**COVER SHEET** 

G0.00

- 1) MOUNT ACCESSORIES AS SHOWN. ACCESSIBLE DEVICES NOT TO EXCEED 48" U.N.O. 2) ELECTRICAL ITEMS - SEE ELECTRICAL DWGS. FOR ADDITIONAL INFORMATION.
- 3) CONTRACTOR TO PROVIDE BLOCKING/BACKING FOR ALL ACCESSORIES.
- 4) NOT ALL ACCESSORIES ARE USED. SEE INTERIOR ELEVATIONS FOR MORE INFORMATION.

ELEVATIONS (S)

ELEV(S)

# **ADA SIGNAGE MOUNTING NOTES:**

- 1) A PICTOGRAM SIGN SHOWING THE INTERNATIONAL SYMBOL OF ACCESSIBILTIY AND COMPLYING WITH ANSI 117.1-703.6.3.1 SHALL BE PROVIDED ADJ TO EACH UNISEX TOILET AND BATHING ROOM DOOR. 2) SIGNS SHALL BE INSTALLED ON THE WALL ADJ. TO THE LATCH SIDE OF THE DOOR WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE. INCLUDING DOUBLE LEAF DOORS
- AND STOREFRONT GLAZING, SIGNS SHALL BE PLACED ON THE NEAREST ADJ. WALL, PREFERABLY ON THE LATCH SIDE. 3) BLACK AND WHITE COLOR INDICATIONS FOR CONTRASTING COLOR DISCRIPTION ONLY. COORDINATE FINAL COLOR SELECTIONS WITH BUILDING SIGNAGE PACKAGE (TYP) 4) SOLID BLACK BACKGROUND WITH WHITE RAISED EMBLEMS AND 1-1/2" HIGH LETTERING NOTE-EMBLEMS AD LETTERING MUST BE RAISED MIN. 1/16"-TYP

### **CLEAR FLOOR SPACE DIAGRAMS** LAVATORY CLEAR FLOOR 60" DIAMETER MIN. T-SHAPED TURNING SPACE PARALLEL APPROACH WATER CLOSET CLEAR DOOR CLEAR FLOOR SPACE DOOR CLEAR FLOOR SPACE FORWARD APPROACH **TURNING RADIUS** MINIMUM DIMENSIONS FLOOR SPACE SPACE PULL SIDE PUSH SIDE /1' - 0" MINT 60" MIN. CLEAR 12' - 8" MIN, / I ----30" MIN.

ABBREVIATIONS							
ACT	ACOUSTICAL CEILING TILE	ELVTR	ELEVATOR	JST	JOIST	REQ.	REQUIRED
ACC	ACCESS	EQ	EQUAL			REV.	REVISIED/REVISION
ACC. PNL.	ACCESS PANEL	EQUIP	EQUIPMENT	LAM	LAMINATE	R.O.	ROUGH OPENING
ADJ	ADJACENT	EST	ESTIMATED	LF	LINEAR FOOT		
AFF	ABOVE FINISH FLOOR	EXIST.	EXISTING	LL	LIVE LOAD	S.A.B.	SOUND ACCOUSTICAL BATT
ALT	ALTERNATE	EXP	EXPOSED	LVL	LAMINATED VENEER LUMBER	SECT	SECTION
ALUM	ALUMINUM	EXT	EXTERIOR	LVP	LUXURY VINYL PLANK	SF	SQUARE FEET
APPROX	APPROXIMATELY		_,,,_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LVR	LOUVER	SHWR	SHOWER
\PPT	APARTMENT	FB	FABRIC/TEXTILE	LVT	LUXURY VINYL TILE	SIM.	SIMILAR
 RCH	ARCHITECTURAL	FD	FLOOR DRAIN		20/10/11 1/11/2 1/22	SPEC.	SPECIFICATION
	7 II (01 II 1 2 0 1 0 I U I	F.E.	FIRE EXTINGUISHER	MATL	MATERIAL	S.S.	SOLID SURFACE
BD	BD	F.E.C.	FIRE EXTINGUISHER CABINET	MAX	MAXIMUM	S. STL.	STAINLESS STEEL
LDG	BUILDING	FF.	FINISH FLOOR	MECH	MECHANICAL	ST ST	STAIN
5.O.D.	BASIS OF DESIGN	FLRG	FLOORING	MEP	MECHANCAL, ELECTRICAL, & PLUMBING	STD	STANDARD
RG	BEARING	FND	FOUNDATION	MFR	MANUFACTURER	STOR.	STORAGE
SSMT	BASEMENT	FPL	FIRE PLACE	MIN	MINIMUM	STRUCT.	STRUCTURAL
SIVI I	DASEIVIENT	FRP	FIRE PLACE FIBERGLASS REINFORCED PLASTIC	MIRR	MIRROR	SUSD	SUSPENDED
· 1	CONTROL JOINT	FRR		MISC	MISCELLANEOUS	SV	SHEET VINYL
J			FIRE RESISTIVE RATING			50	SHEET VINYL
LG	CEILING	FRT	FIRE RESISTANT TREATED	M.O.	MASONRY OPENING		TELEBLIONE
L	CENTER LINE	FT	FOOT/FEET	MTD	MOUNTED	TELE.	TELEPHONE
LO	CLOSET	, 	FOOT/FEET	MTL	METAL	TELECOM	TELECOMMUNICATIONS
LR	CLEAR DIMENSION	FTG	FOOTING			TL TL	TILE
MU	CONCRETE MASONRY UNIT	FURN	FURNITURE	N/A	NOT APPLICABLE	T/O	TOP OF
COL	COLUMN	FURR	FURRING/FURRED	N.I.C.	NOT IN CONTRACT	TRD	TREAD
CONC	CONCRETE			N.I.S.	NOT IN SCOPE	TV	TELEVISION
CONT	CONTINUOUS/CONTINUED	GA	GAUGE	NO	NUMBER	TYP.	TYPICAL
CONTR	CONTRACTOR	GALV	GALVANIZE	NOM	NOMINAL		
ORR	CORRIDOR	GC	GENERAL CONTRACTOR	NR	NOT RATED	UC	UNDER CABINET/COUNTER
PT	CARPET	GL	GLASS	N.T.S.	NOT TO SCALE	UNFIN.	UNFINISHED
T	COUNTERTOP	GYP	GYPSUM WALLBOARD			U.N.O.	UNLESS NOTED OTHERWISE
				OBC	OHIO BUILDING CODE		
EPT	DEPARTMENT	HB	HOSE BIB	O/C	ON CENTER	VCT	VINYL COMPOSITION TILE
F	DRINKING FOUNTAIN	HDWR	HARDWARE	O/H	OVERHEAD	V.I.F or ±	VERIFY IN FIELD
IA or Ø	DIAMETER	HM	HOLLOW METAL	OPP	OPPOSITE		
IAG	DIAGONAL	HORIZ	HORIZONTAL	OSB	ORIENTED STRAND BOARD	WB	WALL BASE
IM(S)	DIMENSION(S)	HR	HOUR			WC	WATER CLOSET
ISP.	DISPENSER	HT	HEIGHT	PLAM	PLASTIC LAMINATE	WD	WOOD
L	DEAD LOAD	HVAC	HEATING, VENTILATION, & AIR	PLUMB	PLUMBING	WH	WATER HEATER
_ .S.	DOWNSPOUT		CONDITIONING	PLWD	PLYWOOD	W/	WITH
TL(S)	DETAIL(S)		001121110111110	PT	PAINT	W/O	WITHOUT
W	DISHWASHER	IN	INCHES	PVC	POLYVINYL CHLORIDE	WRB	WATER RESISTIVE BARRIER
WR	DRAWER	"	INCHES		. GET VIIITE GITEGINDE	11110	
WG(S)	DRAWING(S)	INCL	INCLUDED/INCLUDING	QZ	QUARTZ		
J V V O (O)		INFO	INFORMATION	لي ال	QUAITIZ		
		INSUL	INSULATED/INSULATION	RB	RUBBER BASE		
ΞA	EACH	INT	INTERIOR	RCP	REFLECTED CEILING PLAN		
E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM	IT	INFORMATION TECHNOLOGY	RD	ROOF DRAIN		
EJ	EXPANSION JOINT	10-	IOIOT	REINF.	REINFORCING		
ELEC	ELECTRIC/ELECTRICAL	JST	JOIST	REF.	REFERENCE		

REFG

REFRIGERATOR

## **GENERAL CONSTRUCTION NOTES**

- THE FOLLOWING GENERAL NOTES APPLY TO THESE CONTRACT DOCUMENTS AND ARE NOT SPECIFIC TO ANY ONE DISCIPLINE.
- B. IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO REVIEW AND COORDINATE THE WORK OF ALL SUB-CONTRACTORS, TRADES AND SUPPLIERS WITH THE REQUIREMENTS OF THE CONTRACT BEFORE COMMENCING CONSTRUCTION, AND TO ASSURE THAT ALL PARTIES ARE AWARE OF ALL REQUIREMENTS, REGARDLESS OF WHERE THE REQUIREMENTS OCCUR IN THE CONTRACT DOCUMENTS, WHICH MIGHT AFFECT THE WORK OF THAT PARTY.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL WORK, INCLUDING MEANS, METHODS, PROCEDURES, TECHNIQUES AND SEQUENCING OF CONSTRUCTION.
- PARTIAL SETS OF DRAWINGS ARE INCOMPLETE AND SHOULD NOT BE DISTRIBUTED OR UTILIZED BY THE CONTRACTOR.
- THE CONSTRUCTION DOCUMENTS ESTABLISH DETAILED MINIMUM REQUIREMENTS FOR THE CONSTRUCTION OF THE PROJECT.
- THE GENERAL NOTES, SYMBOLS AND DEFINITIONS APPLICABLE ONLY TO EACH DISCIPLINE CAN BE FOUND AT THE FRONT OF EACH DISCIPLINES PORTION OF THE SET OF DRAWINGS AND IS LISTED AS PART OF THE OVERALL PROJECT INDEX OF
- BASIC FIRE PROTECTION AND THE EXITING SCHEME ARE ILLUSTRATED BY THE LIFE SAFETY PLAN(S) AND APPLICABLE FIRE AND BUILDING CODE SUMMARY ON SHEETS
- THE ARCHITECTURAL DRAWINGS ESTABLISH, COORDINATE, AS WELL AS TAKE PRECEDENCE FOR THE FINISH APPEARANCE OF ALL EXPOSED ELEMENTS OF THE WORK OF ALL TRADES INCLUDING THAT WORK WHICH IS ILLUSTRATED PRIMARILY ON DRAWINGS OF OTHER DISCIPLINES.
- THE DRAWINGS MAY MAKE REFERENCE TO AND/OR ILLUSTRATE ITEMS WHICH ARE NOT PART OF THE WORK OF THE CONTRACT. THESE NOT IN CONTRACT ITEMS ARE REFERENCED AND/OR ILLUSTRATED FOR THE CONTRACTORS REFERENCE, INFORMATION, AND COORDINATION ONLY.
- THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH APPLICABLE LAWS, CODES, REGULATIONS, AND ORDINANCES OF THE PLACE (CITY, COUNTY, DISTRICT AND STATE) WHERE THE PROJECT IS LOCATED. SUCH REQUIREMENTS MAY NOT BE REFLECTED BY THESE CONTRACT DOCUMENTS.
- EXISTING CONDITIONS SHOWN ARE FROM AVAILABLE RECORD DRAWINGS AND OR VISUAL FIELD SURVEYS. THE CONTRACTOR SHALL VERIFY ACTUAL EXISTING CONDITIONS AT THE SITE PRIOR TO SUBMITTING A BID. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.

(A101)

**EARTH** 

**GRANULAR FILL** 

SAND, GROUT AS NOTED

**BRICK MASONRY** 

CAST-IN-PLACE CONCRETE

PRECAST CONCRETE, CAST

CONCRETE MASONRY UNIT

STONE: LIMESTONE, GRANITE,

TERRA COTTA, STRUCTURAL

MARBLE OR AS NOTED

METAL: TYPE AS NOTED

METAL: ROLLED SHAPES

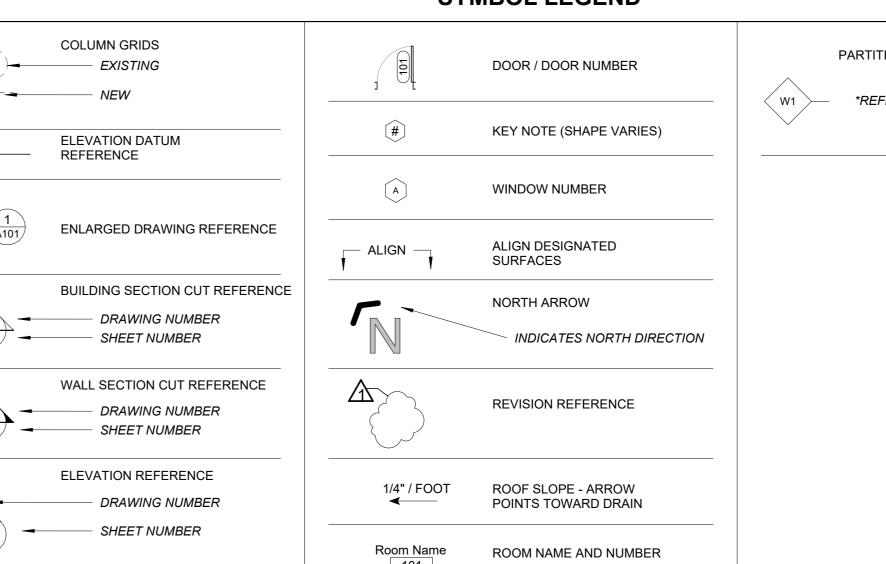
CONTINOUS

WOOD SHIM

WOOD FRAMING / BLOCKING:

- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND SIMILAR RELEASES REQUIRED FOR THE CONSTRUCTION AND OCCUPANCY OF THE PROJECT. THE CONTRACTOR SHALL FURNISH COPIES OF ALL SUCH ITEMS TO THE OWNER AND ARCHITECT WITHIN 10 DAYS OF RECEIPT OF SUCH ITEMS. IF PERMITS ARE ISSUED SUBJECT TO CERTAIN CONDITIONS OR REVISIONS TO THE WORK OR IF PERMITS ARE DELAYED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER AND
- M. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO MAINTAIN AND PROTECT NEW WORK AS WELL AS EXISTING SYSTEMS AND ELEMENTS WHICH ARE TO REMAIN. ANY DAMAGE TO SUCH SYSTEMS AND ELEMENTS SHALL BE IMMEDIATELY REPAIRED IN A MANNER ACCEPTABLE TO THE ARCHITECT. IF SATISFACTORY REPAIRS CANNOT BE MADE. THE CONTRACTOR SHALL REPLACE SYSTEMS AND ELEMENTS WITH LIKE NEW QUALITY ACCEPTABLE TO THE ARCHITECT. ALL REPAIRS AND REPLACEMENT COST SHALL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR.
- N. GENERAL CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE (1) YEAR COMMENCING WITH THE DATE OF SUBSTANTIAL COMPLETION.
- O. ALL SPECIFIED FIRE RATED ASSEMBLIES ARE TO BE CONSTRUCTED PER THE SPECIFIED UL TESTED ASSEMBLY. ANY CONFLICT OF INFORMATION BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SPECIFIED UL ASSEMBLY IS TO BE VERIFIED BY THE ARCHITECT PRIOR TO START.
- P. ALL PRODUCTS/MATERIALS ARE TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION/INDUSTRY STANDARDS.
- Q. CONTRACTORS TO SUBMIT PRODUCT SPECIFICATIONS AND SHOP DRAWINGS FOR ALL PRODUCTS INCLUDED IN SCOPE OF WORK FOR ARCHITECT/OWNER APPROVAL PRIOR TO ORDERING/COMMENCING OF WORK.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING PHASING OF CONSTRUCTION WITH OWNER. UNLESS NOTED OTHERWISE, FACILITY WILL BE OPEN AND OPERATING DURING CONSTRUCTION. SOME WORKS MAY NEED TO BE COMPLETED DURING NON-TYPICAL HOURS WHICH SHOULD BE COORDINATED WITH THE OWNER.
- GENERAL CONTRACTOR IS RESPONSIBLE TO MAKE SURE ALL FIRE PROTECTION DEVICES ARE MAINTAINED DURING CONSTRUCTION, INCLUDING: EXITS, EXIT LIGHTING. FIRE EXTINGUISHERS AND ALARMS IN CONFORMANCE WITH ALL APPLICABLE LOCAL CODES/REQUIREMENTS.
- FIREBLOCKING SHALL BE INSTALLED IN CONCEALED SPACES OF STUD WALL AND PARTITIONS, INCLUDING FURRED SPACES OF MASONRY OR CONCRETE WALLS AND AT CEILING/FLOOR/ROOF LEVELS, PER OBC SECTION 718.2.2. FIRE BLOCKING SHALL BE INSTALLED AT ALL INTERCONNECTIONS BETWEEN VERTICAL AND HORIZONTAL SPACES, SUCH AS SOFFITS, DROP CEILINGS AND SIMILAR CONDITIONS PER OBC SECTION 718.2.3. FIRE BLOCKING SHALL BE INSTALLED AT "CONCEALED" EXTERIOR COMBUSTIBLE SOFFITS, MAX 20 FT SPACING PER OBC 718.2.6.

# SYMBOL LEGEND



PARTITION TYPE SYMBOL\*

\*REFER TO INTERIOR PARTITION LEGEND

ROOF, DAMPPROOFING

AIR BARRIER SYSTEM

MATERIAL LEGEND

ACOUSTICAL, OR SAFING

PLASTER ON METAL LATH

SHEATHING: GYPSUM, OR AS

GYPSUM BOARD

	FINISHED WOOD SHOWN CUT AND ELEVATION		ACOUSTICAL CEILING TILE
	ENGINEERED WOOD: GLUE LAMINATED	5.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	RESINOUS FLOORING: TERRAZO, TROWEL-ON, UNO
	WOOD FLOOR, WOOD SHINGLES, OR SIDING	1	TILE: CERAMIC, QUARRY, UNO
	PLYWOOD	**************************************	CARPET, CARPET TILE (DETAIL)
	GLASS FIBER REINFORCED CONCRETE SIDING OR TRIM		GRATING SHOWN IN PLAN
	EIFS		GRATING
	SPRAYED FIREPROOFING SHOWN ON ROLLED SHAPE		INSULATED GLASS: (SMALL SCALE)
	BATT INSULATION: THERMAL OR ACOUSTICAL, UNO		INSULATED GLASS: (DETAIL)
	RIGID INSULATION: THERMAL,		MEMBRANE: WATERPROOF,

NOTE: PATTERNS SHOWN REPRESENT CUT MATERIALS IN PLAN OR SECTION, UNLESS NOTED OTHERWISE ABOVE.

Z S

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**LIARI** 

EXPIRES 12/31/2021

CALLY JO LANGE

1215578

ISSUANCES / REVISIONS

03/08/2023

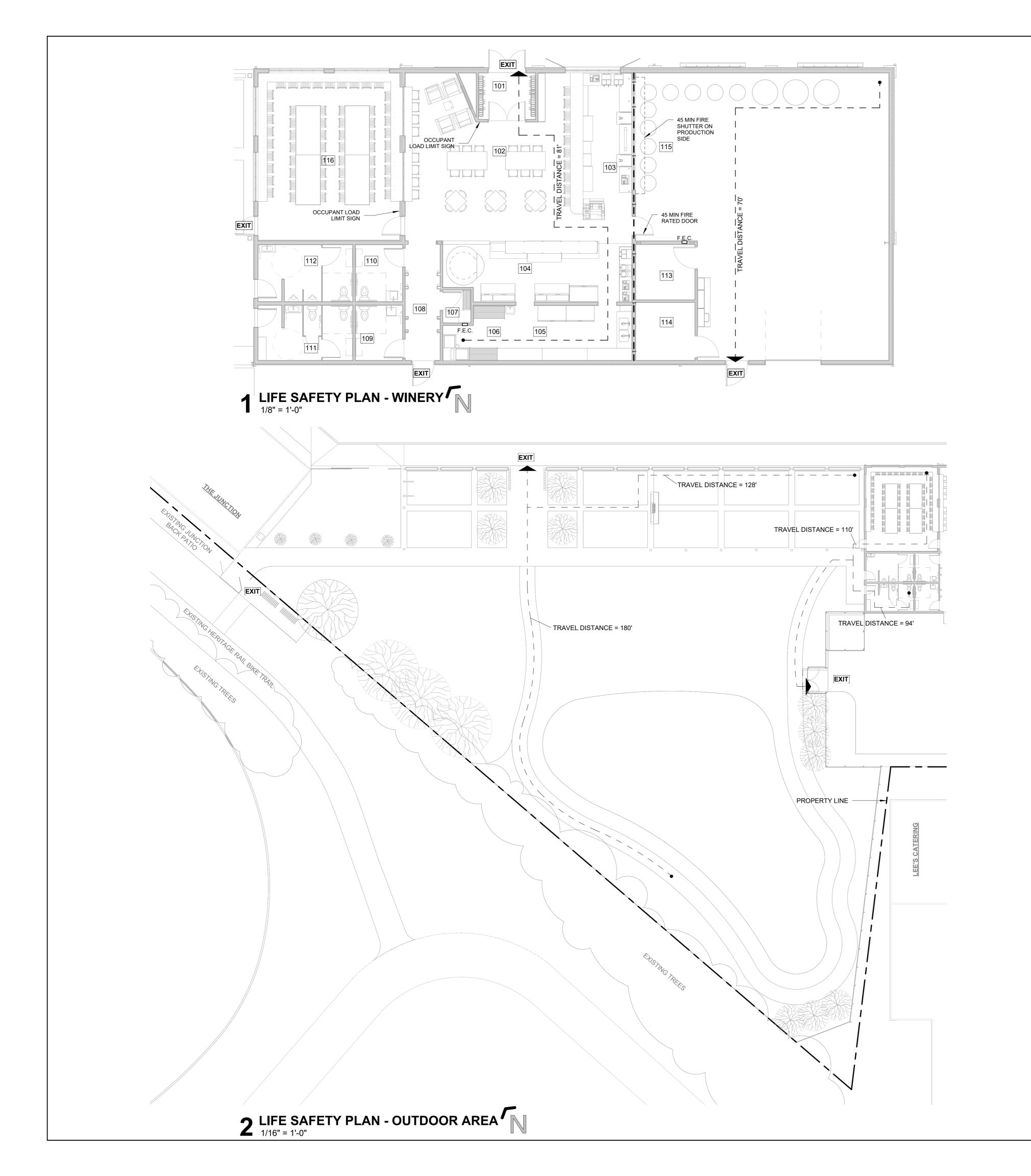
PROJECT NO.

**AUTHOR** 

TYPICAL DETAILS, **ABBREVIATIONS** 

22066

G0.01





● − − PATH OF TRAVEL

(CLASS K)

-1-1- 1 HR FIRE RATED WALL FULLY RECESSED FIRE EXTINGUISHERS CABINETS

# GENERAL LIFE SAFETY PLAN NOTE

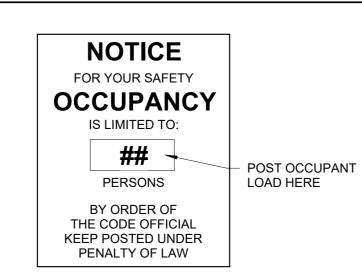
- A. REFER TO INTERIOR PARTITION TYPES AND FLOOR PLAN FOR ADDITIONAL PARTITION REQUIREMENTS INCLUDING WALL HEIGHT. B. REFER TO SITE PLAN FOR BUILDING ADJACENCIES AND
- PROPERTY LINES. C. ALL FIRE EXTINGUISHERS TO BE CLASS K.

OCCUPANT I OAD	

NO.	NAME	AREA	OCCUPANT LOAD
101	VESTIBULE	71 SF	-
102	DINING	334 SF	21
103	BAR	233 SF	2
104	OPEN KITCHEN	285 SF	2
105	FOOD PREP	200 SF	1
106	DISH	61 SF	1
107	JAN.	25 SF	-
108	HALLWAY	109 SF	-
109	WOMENS	70 SF	-
110	MENS	72 SF	-
111	OUTDOOR WOMENS	138 SF	-
112	OUTDOOR MENS	143 SF	-
113	OFFICE	88 SF	1
114	MECH.	92 SF	-
115	PRODUCTION	1742 SF	9
116	ENCLOSED PATIO	356 SF	24
TOTAL I	NDOOR OCCUPANCY:	_	<u>61</u>

OUTDOOR UNCOVERED PATIO (7,100 SF) = 76 SEATS OUTDOOR LAWN (13,600 SF) = 100 SEATS

TOTAL = 61 + 76 + 100 = <u>237 OCCUPANT LOAD</u>



EXAMPLE OF OCCUPANT LOAD LIMIT SIGN

		JILDING CO	DE	
	■ NEW BUILDING	☐ CHANGE OF	USE	
	☐ ADDITION	☐ ALTERATION	N	
	BUILDING DATA			
		NE	W	
	USE GROUP	A-2 (TASTING RM); F A-5 (OUTDOOR E	F-2 (PRODUCTION) EVENTS VENUE)	
ES	CONSTRUCTION TYPE	VB		
	OCCUPANCY CATEGORY	II	I	
	BUILDING LIMITATION	IS		
		ALLOWABLE	ACTUAL	
 	BUILDING GROSS AREA	6,000 SF	4,992 SF	
AD	BUILDING HEIGHT	40 FT	35 FT	
	NUMBER OF STORIES	1	1	
-	CODE NOTES:			

CODE NOTES: FIRE SUPPRESSION SYSTEM ■ NONE ☐ EXISTING □ NEW CODE NOTES: FIRE ALARM SYSTEM ■ NONE ☐ EXISTING ☐ NEW CODE NOTES: NO FIRE SUPRESSION REQ'D BASED ON OBC 2017 SECTION 903.2.1.2 EGRESS REQUIREMENTS

		REQUIRED	PROVIDED
OF	1 <sup>ST</sup> FLOOR	2	4
NUMBER OF EXITS	OUTDOOR AREA	2	3
Z D			
_ <u>U</u>	1 <sup>ST</sup> FLOOR	200'	81'
TRAVEL DISTANCE	OUTDOOR AREA	200'	158'
FIO			
CODE	NOTES:		

0002110120.	
AREA DATA	
	GROS

	GROSS AREA	OCCUPANT LOA
1 <sup>ST</sup> FLOOR	4,992 SF	108
OUTDOOR AREA	20,700 SF	176
TOTAL	4,992 SF	108
CODE NOTES:		

CODE NOTES.	
PLUMBING FIXTURE REQUIREMENTS	

PLUMBING FIXTURE REQUIREMENTS						
INIT 1	REQUIRED PROVIDED			/IDED		
INISEX WATER CLOSET	0 0			0		
VOMEN'S WATER CLOSET	1 PER 40 = 3		3			
MEN'S WATER CLOSET	1 PER 40 = 3		WC 2	URINAI 2		
AVATORIES	М	W	М	W		
AVATORIES	1	1	2	2		
VATER COOLER	1	1	01			
SERVICE SINK	1 1		1			

CODE NOTES: 1OPC 2017 | SECTION 410.4 SUBSTITUTION



ISSUANCES / REVISIONS

03/08/2023 PERMIT

22066 PROJECT NO. **AUTHOR** 

LIFE SAFETY PLAN

G1.01

4302

# HILLIARD WINERY

**CITY OF HILLIARD** 

# FRANKLIN COUNTY, OHIO

# **INDEX OF SHEETS**

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# 2019 SPECIFICATIONS

THE CONSTRUCTION STANDARDS AND DRAWINGS OF THE CITY OF HILLIARD AND THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND GENERAL NOTES LISTED IN THE PLAN, SHALL GOVERN THIS IMPROVEMENT. THE MOST RESTRICTIVE SHALL APPLY.

# PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE CONSTRUCTION OF A NEW BUILDING FOR THE HILLIARD WINERY, LOCATED ON FRANKLIN STREET WITHIN THE CITY OF HILLARD. SITE WORK TO INCLUDE STORM SEWER, SITE GRADING, PAVEMENT WORK AND BUILDING CONSTRUCTION.



440 E. HOEWISHER ROAD | SIDNEY, OHIO 45365 | 937.497.0200 8956 GLENDALE MILFORD ROAD, SUITE 1 | LOVELAND, OHIO 45140 | 513.239.8554

www.CHOICEONEENGINEERING.com

**MARCH 2, 2023** 

		OF OHIO
	XX/XX/2023	PUTHOTI 61619 PEOLETERS
FREY S. PUTHOFF, P.E. E.—#61619	DATE	ESSIONA MINISTER STATE OF THE S



**VICINITY MAP** 

CITY OF HILLIARD STANDARD CONSTRUCTION DRAWINGS			ODOT ST CONSTRU DRAWING	ICTION	
MHA - 1					
CG-1					
CG-R1					
				ODOT SI	JPPLEMENTAL
					FICATIONS
				800	5-2-2022
				832	
					, 5 , 5 , 2 0 , 6

Approved\_\_\_\_\_\_\_\_AUTHORIZED SIGNATURE

CHOICE ONE ENGINEERING
ELEASE FOR AGENCY REVIEW

PROJECT No.
FRAHIL 2203
SHEET NUMBER

# GENERAL NOTES AND DETAILS

ALL CONSTRUCTION METHODS, MATERIALS, AND SPECIFICATIONS SHALL COMPLY WITH THE LATEST VERSION OF THE CITY OF HILLIARD STANDARDS AND SPECIFICATIONS AND/OR THE LATEST VERSION OF THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND SPECIFICATIONS (INCLUDING CURRENT SUPPLEMENTAL SPECIFICATIONS 800 AND 832), WHICHEVER IS MORE RESTRICTIVE AS DETERMINED BY THE CITY OF HILLIARD.

# UNDERGROUND UTILITIES

THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITY AS REQUIRED BY SECTION 153.64 ORC. EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE DATA. THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING THEM IN THE FIELD PRIOR TO CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THEM. CONTRACTOR TO CONTACT OHIO UTILITIES PROTECTION SERVICE (1-800-362-2764) 48 HOURS PRIOR TO CONSTRUCTION.

NON-MEMBERS MUST BE CALLED DIRECTLY.

# UTILITY OWNERSHIP

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

STREETS, STORM SEWER, WATER AND SANITARY CITY OF HILLIARD 3800 MUNICIPAL WAY HILLIARD, OHIO 43026 (614) 876-7361

<u>TELEPHONE</u> A T& T 111 N. 4TH STREET COLUMBUS, OHIO 43215 (614) 223-5872 ATTN: MIKE LEPLEY

CITY OF HILLIARD 3800 MUNICIPAL WAY HILLIARD, OHIO 43026 (614) 876-7361

700 MORRISON ROAD GAHANNA, OHIO 43230 (614) 883-6852 ATTN: TRAVIS WHEELER

COLUMBIA GAS OF OHIO 3550 JOHNNY APPLESEED COURT COLUMBUS, OHIO 43212 (614) 818-2133 ATTN: CHRIS BLAIR

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

# UTILITY INTERFERENCE

IF, DURING THE CONSTRUCTION, INTERFERENCE ARISES WITH EXISTING UTILITIES IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND COORDINATE AS NEEDED WITH THE UTILITY COMPANY INVOLVED. ANY AND ALL WORK REQUIRED FOR PRIVATE UTILITIES SHALL BE COORDINATED WITH AND, IF REQUIRED, DONE BY THEIR RESPECTIVE OWNERS, UNLESS OTHERWISE NOTED ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY, AT LEAST 7 DAYS BEFORE BREAKING GROUND, ALL PUBLIC SERVICE CORPORATIONS HAVING WIRES, POLES, PIPES, CONDUITS, MANHOLES, OR OTHER STRUCTURES THAT MAY BE AFFECTED BY THIS OPERATION, INCLUDING ALL STRUCTURES WHICH ARE AFFECTED AND NOT SHOWN ON THESE PLANS.

# EXISTING TILE HOOKUPS

THE DRAINAGE TILE CURRENTLY CONNECTED TO THE EXISTING STORM SEWER SHALL BE CONNECTED TO THE PROPOSED STORM SEWER. ANY DRAINAGE TILE DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. ALL TILE REMOVED, REPLACED AND/OR CONNECTED TO THE STORM SEWER SHALL BE NOTED ON THE RECORD DRAWINGS AND SHALL BE INSPECTED BY THE CITY OF HILLIARD BEFORE THEY ARE COVERED.

ALL FIELD OR STORM DRAINS WHICH ARE ENCOUNTERED DURING CONSTRUCTION SHALL BE PROVIDED WITH UNOBSTRUCTED OUTLETS OR PLUGGED AS APPROVED AND DIRECTED BY THE CITY OF HILLIARD. CONNECTION OF INTERSECTING DRAIN TILES AND THE PROPOSED STORM SEWER SHALL BE THROUGH MANUFACTURED TEES, UNLESS OTHERWISE APPROVED BY THE CITY OF HILLIARD. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTORS OVERALL LUMP SUM BID FOR THE PROJECT.

GEOTECHNICAL ENGINEERING REPORT CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT FOR THE PROPOSED PROJECT AND PERFORM ALL GEOTECHNICAL WORK IN ACCORDANCE WITH THIS REPORT.

# CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY. THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, CITY OF HILLIARD SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT THE EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, CITY OF HILLIARD SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTORS OVERALL LUMP SUM BID FOR THE PROJECT.

THE TRACKING OR SPILLAGE OF MUD, DIRT, OR DEBRIS UPON PUBLIC STREETS IS PROHIBITED AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR.

EXISTING UTILITY CONFLICT NOTE IF A CONFLICT ARISES WITH EXISTING UTILITIES, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE UTILITY COMPANY TO GET THE CONFLICT RESOLVED.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CHOICE ONE ENGINEERING CORPORATION MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN-SERVICE OR ABANDONED. CHOICE ONE ENGINEERING CORPORATION FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. CHOICE ONE ENGINEERING CORPORATION HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

# CAD FILE DISCLAIMER

THE CAD FILE ASSOCIATED WITH THESE CONSTRUCTION PLANS IS A NON-CERTIFIED DOCUMENT. ANY USE OF THE INFORMATION OBTAINED OR DERIVED FROM THE ASSOCIATED CAD FILE WILL BE AT THE RECEIVING PARTY/USER'S RISK. CHOICE ONE ENGINEERING CORP. OFFERS NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION IN THE CAD FILE OR THAT REVISIONS HAVE BEEN ISSUED AFTER THE CAD DRAWING WAS RELEASED. RECEIVING PARTIES/USERS SHALL HOLD HARMLESS TO THE MAXIMUM EXTENT ALLOWED BY LAW CHOICE ONE ENGINEERING CORP. FROM ANY USE OF THE CAD FILE BY THE RECEIVING PARTY/USER. IN ALL CIRCUMSTANCES, AND AT ALL TIMES, THE PUBLISHED PAPER AND/OR PDF DRAWINGS FOR THE PROJECT SHALL SUPERSEDE THE CAD FILES. IN THE CASE OF AN INCONSISTENCY BETWEEN THE PUBLISHED PAPER/PDF DRAWINGS AND THE ASSOCIATED CAD FILE, THE PUBLISHED PAPER/PDF DRAWINGS SHALL GOVERN THE PROJECT AND ALL WORK.

# SAFETY

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.

# MASONRY COLLAR

A CONCRETE COLLAR SHALL BE PROVIDED WHERE PROPOSED STORM SEWER PIPE IS CONNECTED TO AN EXISTING PIPE. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT.

DEWATERING AND BY-PASS PUMPING ANY DEWATERING, COFFERDAMS, OR PUMPING NECESSARY FOR THE CONSTRUCTION OF ANY ITEMS SHALL BE INCIDENTAL TO THOSE PARTICULAR CONSTRUCTION ITEMS AND SHALL BE INCLUDED IN THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT.

# CLEAN WATER NOTE

ROOF DRAINS, FOUNDATION DRAINS, AND ALL OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SYSTEM ARE PROHIBITED.

SANITARY SEWER/LATERAL NOTE ALL SANITARY SEWER LINES AND SANITARY LATERALS MUST BE INSTALLED WITH 40 INCHES MINIMUM OF COVER OR BELOW FROST DEPTH WHICHEVER IS GREATER.

# RETENTION BASIN CLAY LINER NOTE

WHEN A RETENTION BASIN IS SHOWN, CONTRACTOR TO VERIFY SOIL IS SUITABLE TO HOLD WATER FOR PERMANENT POOL. IF FOUND THAT THE SOIL IS UNSUITABLE FOR PERMANENTLY HOLDING WATER, AN 18" THICK COMPACTED CLAY LINER SHALL BE INSTALLED THROUGHOUT THE ENTIRE WET POOL PORTION OF THE RETENTION BASIN. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTORS OVERALL LUMP SUM BID FOR THE PROJECT.

# STORM SEWER INSTALLATION

THIS WORK CONSISTS OF CONSTRUCTING STORM SEWER. THE CONTRACTOR SHALL PROVIDE ALL TOOLS AND EQUIPMENT REQUIRED FOR INSTALLING THESE ITEMS. THE WORK ALSO INCLUDES FURNISHING ALL MATERIALS, EXCAVATING, BEDDING, LAYING PIPE, JOINTING, BACKFILLING, REMOVAL AND RESTORATION OF DISTURBED FACILITIES AND SURFACES, CURB REPAIR, SIDEWALK REPAIR, PAVEMENT REPAIR (I.E. PAVEMENT IN STREETS, ALLEYS AND DRIVEWAYS), DISPOSAL OF ALL SURPLUS EXCAVATION AND DISCARDED MATERIALS, AND OTHER WORK NECESSARY TO COMPLETE THE ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD LOCATE ALL EXISTING STORM SEWER, AND OTHER UTILITIES, PRIOR TO INSTALLING THE PROPOSED STORM SEWER SYSTEM. THE EXISTING STORM SEWER AND LATERALS SHOWN ON THE PLANS ARE IN THE APPROXIMATE LOCATION AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE PROPOSED TIE-INS TO THE EXISTING STORM PRIOR TO ANY STORM SEWER CONSTRUCTION. ALL TIE-INS SHALL BE THROUGH PREMANUFACTURED TEES OR HOLES INSTALLED USING A CORING MACHINE. PIPE MAY BE ANY OF THE PIPE TYPES LISTED BELOW UNLESS OTHERWISE SPECIFIED ON THE PLANS.

TYPES OF PIPE PERMITTED MATERIALS NUMBERS

<u>ODOT</u>

*707.33* 

707.65

CORRUGATED POLYETHYLENE SMOOTH-LINED PIPE (CPSLP) POLYPROPYLENE CORRUGATED DOUBLE WALL PIPE (PCDWP) POLYVINYL CHLORIDE SOLID WALL PIPE (SDR-35) *707.45* 

REINFORCED CONCRETE PIPE 706.02

# GENERAL NOTES

1. INSTALL AND TEST ALL UTILITIES PER THE LATEST VERSION OF THE CITY OF HILLIARD STANDARDS.

2. ALL DISTURBED AREAS AND ALL NON-PAVEMENT AREAS SHALL HAVE A MINIMUM OF 6" OF TOP SOIL PLACED AND ARE TO BE SEEDED AND MULCHED PER ODOT ITEM 659.

3. ALL CONCRETE USED FOR HEAVY DUTY PAVEMENT(S) AND STANDARD DUTY PAVEMENT(S) SHALL BE ODOT QC-1P AND REINFORCED WITH CONCRETE FIBERS AS SPECIFIED IN THE PROPOSED PAVEMENT SECTION(S) OR AS NOTED HERE. ALL OTHER CONCRETE (WALKS, CURBS, ETC.) SHALL ALSO BE ODOT QC-1P. ALL CONCRETE SHALL BE REINFORCED WITH 3 LBS/CY OF EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO FIBRILLATED MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3. MINIMUM 2" LENGTH. ASPECT RATIO 50 TO 90. CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES.

4. CONTRACTOR TO BE RESPONSIBLE FOR ANY PERMITS OR FEES THAT MAY BE NECESSARY FOR THE COMPLETION OF THE SITE WORK.

5. ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, AND LOCAL ADA REGULATIONS AND STANDARDS.

6. ALL ITEMS ON SITE PLAN SHALL BE CONSTRUCTED PER THE LATEST VERSION OF THE CITY OF HILLIARD STANDARDS.

# STORM AND SANITARY CONDUITS/STRUCTURES AND RELATED WORK

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 611, PIPE CULVERTS, SEWERS, DRAINS, AND DRAINAGE STRUCTURES, EXCEPT AS HEREIN MODIFIED.

THE INSTALLATION OF ALL STORM SEWER, SANITARY SEWER, AND ALL CORRESPONDING STRUCTURES SHALL BE PER MANUFACTURER'S RECOMMENDATIONS OR AS NOTED ON THE PLANS. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A HIGH STANDARD OF WORK. CONTRACTOR IS RESPONSIBLE TO ENSURE ALL WORK IS PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR AS NOTED ON THE PLANS. CONTRACTOR SHALL ALSO ENSURE THAT ALL ITEMS ARE FULLY AND PROPERLY FUNCTIONAL, AND TO A QUALITY ACCEPTABLE TO THE OWNER.

ALL PIPE CULVERTS, CONDUITS, SEWERS, DRAINS, AND DRAINAGE STRUCTURES (CATCH BASINS, YARD DRAINS, MANHOLES, ETC.) SHALL MEET THE MATERIAL REQUIREMENTS OF THIS ITEM. THE FOLLOWING ITEMS WILL NOT BE REQUIRED UNLESS OTHERWISE NOTED: 1) INSTALLATION PLAN, 2) CONSTRUCTION INSPECTION FORMS, 3) PERFORMANCE INSPECTIONS AND REPORTS, 4) CONDUIT AND DRAINAGE STRUCTURE EVALUATIONS.

THE CONTRACTOR SHALL ENSURE THE CONDUIT BEDDING AND BACKFILL COMPACTION DENSITY MEETS ASTM D698 (98% STANDARD PROCTOR). TESTING MAY BE REQUIRED IF DEEMED NECESSARY BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

# MAINTAINING TRAFFIC

MAINTAIN TRAFFIC AS INDICATED IN THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", ALSO THE FOLLOWING REQUIREMENTS SHALL APPLY.

EXCAVATIONS WITHIN PUBLIC RIGHT-OF-WAY LIMITS SHALL BE CLOSED AT TIMES WHEN WORK IS NOT BEING PERFORMED.

LOCAL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES EXCEPT DURING THE TIME THAT AN APPROVED CLOSURE AND DETOUR IS ALLOWED BY THE GOVERNING AUTHORITY.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH ITEM 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING NECESSARY TRAFFIC CONTROL DEVICES AND PAVEMENT REPAIR MATERIALS TO MAINTAIN THE TRAVELED PAVEMENT SAFELY.

NO SHUT DOWN OF ANY OWNER FACILITY DRIVE, ROADWAY OR PARKING LOT WILL BE ALLOWED WITHOUT WRITTEN CONSENT FROM THE OWNER. ALL OWNER ROADWAYS MUST HAVE AT LEAST ONE LANE OPEN AT ALL TIMES. NO STAGING OF TRUCKS OUTSIDE OF CONSTRUCTION LIMITS WILL BE PERMITTED WITHOUT CONSENT FROM THE OWNER.

# SUBCONTRACTOR SUPERVISION

THE CONTRACTOR IS REQUIRED TO HAVE SOMEONE ON-SITE TO SUPERVISE THE SUBCONTRACTOR FOR QUALITY CONTROL PURPOSES AND TO PROVIDE ANY NECESSARY ASSISTANCE TO THE SUBCONTRACTOR TO ENSURE QUALITY WORK. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT

# EXCAVATION AND EMBANKMENT

TOPSOIL SHALL BE REMOVED FROM ALL DISTURBED AREAS AND ALL AREAS TO BE EXCAVATED OR EMBANKED. A MINIMUM OF 6" OF TOPSOIL SHALL BE FINE GRADED ON ALL DISTURBED AREAS.

ALL EMBANKMENT SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD PROCTOR OR AS DETERMINED BY THE OWNER. TESTING MAY BE REQUIRED BY THE OWNER.

# SAWCUT PAVEMENT JOINTS

MORE THAN ONE SAWCUT MAY BE NECESSARY TO ENSURE A CLEAN CUT. JUST PRIOR TO ASPHALT OR CONCRETE PLACEMENT. ASPHALT MATERIAL SHALL BE PLACED ON THE VERTICAL FACE OF SAWCUT JOINTS PRIOR TO PAVING AS PER 401.14. AFTER THE ASPHALT WORK IS COMPLETED, THE TRANSVERSE JOINTS SHALL BE SEALED WITH LIQUID ASPHALT.

WATER LINE CROSSING SEPARATION CONTRACTOR SHALL LOWER/DIP ANY EXISTING OR PROPOSED WATER LINES AS NEEDED TO OBTAIN AN 18" MINIMUM SEPARATION DISTANCE FROM THE WATER LINE TO ANY STORM OR SANITARY SEWER. WATER LINE SHALL BE LAID AT LEAST 10' HORIZONTALLY FROM ANY SEWERS. WHENEVER A SANITARY OR STORM SEWER AND WATER LINE MUST CROSS, THE SEWER AND WATER SHALL BE LAID AT SUCH AN ELEVATION THAT THERE IS AT LEAST 18" OF SEPARATION BETWEEN THE OUTSIDE WALLS OF THE TWO PIPES. ALSO ONE FULL LENGTH OF WATERLINE SHALL BE LOCATED SO THE JOINTS ARE AS FAR FROM THE STORM AND SANITARY SEWERS AS POSSIBLE. IF IT IS ABSOLUTELY IMPOSSIBLE TO MAINTAIN THE 18" VERTICAL SEPARATION, THE SEWER SHALL BE CONSTRUCTED OF WATER LINE TYPE MATERIALS WHICH WOULD BE ABLE TO WITHSTAND A 100 PSI PRESSURE TEST (NOTE: DO NOT PRESSURE TEST SEWER TO 100 PSI). THESE REQUIREMENTS WILL EXTEND FOR THE DISTANCE OF THE ENTIRE SPAN. NO CHANGE OF MATERIALS ARE ALLOWED MID-SPAN. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT.

# PAVEMENT MARKINGS

ALL PAVEMENT MARKINGS SHALL BE PER ODOT ITEM 640 AND 642. ALL PAVEMENT MARKINGS TO BE TYPE 1, UNLESS APPLICATION IS REQUIRED WHEN AIR AND PAVEMENT TEMPERATURES ARE BETWEEN 35 °F AND 50 °F, THEN OBTAIN APPROVAL FROM THE OWNER AND APPLY ONLY PRE-QUALIFIED TYPE 1A COLD WEATHER TRAFFIC PAINT MATERIALS PER ITEM 642 AND 740.

ALL MARKING LAYOUT AND COLOR SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

# DOWNSPOUTS

THE CONTRACTOR SHALL CONNECT ANY DOWNSPOUTS AS SHOWN ON THE SITE PLAN OR TO THE CLOSEST STORM PIPING OR CATCH BASINS USING CPSLP OR PVC SDR-35 SEWER OR APPROVED EQUAL.

0 0

37.497.02 513.239.

WINERY HILLIARD L NOTES ILLIARD ITY OF F HILLIAF CITY O GENEF

**REVISIONS:** 

FILE NAME Details - 00 DRAWN BY JMK

CHECKED BY PROJECT No. FRAHIL2203

DATE 3-02-2023 SHEET NUMBER

2 OF 21

ASPHALT PAVEMENT REPLACEMENT NOTE ANY EXISTING PAVEMENT THAT IS TO BE REMOVED SHALL BE SAWCUT FULL DEPTH AND RESTORED TO MATCH THE EXISTING PAVEMENT CROSS SECTION UNLESS OTHERWISE NOTED IN THE PLANS.

# ASPHAL T

ALL ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS SHALL APPLY TO THIS PROJECT EXCEPT FOR ODOT ITEM 401.20 ASPHALT BINDER PRICE ADJUSTMENT (ASPHALT CONCRETE BID ITEMS ARE NOT ELIGIBLE FOR ANY ASPHALT BINDER PRICE ADJUSTMENT).

ALL ASPHALT DELIVERED SHALL BE ACCOMPANIED WITH A LOAD TICKET AS PER ITEM 401.21.

# REVIEW OF DRAINAGE FACILITIES

BEFORE FINAL ACCEPTANCE BY THE OWNER, REPRESENTATIVES OF THE OWNER, AND THE CONTRACTOR, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. ALL EXISTING SEWERS INSPECTED BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO PRE-EXISTING CONDITION OF THE SEWER. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY OF HILLIARD AND/OR OWNER.

ALL NEW CONDUITS, UNDERDRAINS (INCLUDING THE STONE BACKFILL ABOVE THE UNDERDRAIN PIPING), INLETS, CATCH BASINS, MANHOLES, SWALES/DITCHES, AND DETENTION/RETENTION BASINS CONSTRUCTED AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER (INCLUDING SEDIMENT) AND IN A CLEAN CONDITION AND FULLY AND PROPERLY FUNCTIONAL BEFORE THE PROJECT WILL BE ACCEPTED BY THE OWNER.

# CLEARING AND GRUBBING

CONTRACTOR TO CLEAR THE AREA AS SHOWN ON THE PLANS AND/OR AS NEEDED TO WORK ON THIS PROJECT. UNLESS STATED ELSEWHERE IN THE PLANS, CLEARING AND GRUBBING IS TO BE KEPT TO A MINIMUM IN ORDER TO PRESERVE THE WOODED AREAS.

# *MODIFICATIONS*

ANY MODIFICATIONS TO THE SPECIFICATIONS OR CHANGES TO THE WORK AS SHOWN ON THE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE OWNER.

# RESTORATION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AND/OR DAMAGED AREAS, INCLUDING PAVEMENT, TO CONDITIONS EQUAL TO OR BETTER THAN CONDITIONS PRIOR TO CONSTRUCTION OR TO THE SATISFACTION OF THE OWNER.

# MISCELLANEOUS

THE INTENT OF THESE DRAWINGS IS TO INCLUDE ALL ITEMS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK BY THE CONTRACTOR. PERFORMANCE BY THE CONTRACTOR SHALL BE REQUIRED TO THE EXTENT CONSISTENT WITH THE CONTRACT DOCUMENTS AND REASONABLY INFERABLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INTENDED RESULTS.

IN THE CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE OWNER'S REPRESENTATIVE'S INTERPRETATION.

CONTRACTORS SHALL VERIFY ALL GRADES, ELEVATIONS, AND EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

CONTRACTOR'S LUMP SUM BID PRICE SHALL INCLUDE ALL ITEMS AND OPERATIONS NEEDED, REQUIRED AND NECESSARY FOR THE PROPER EXECUTION OF THE PROJECT AND TO COMPLETE ALL WORK.

# GRAFFITI AND VANDALISM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ANY CONCRETE WORK OR OTHER ITEMS UNDER THIS CONTRACT WHICH IS DEEMED UNACCEPTABLE BY THE OWNER DUE TO GRAFFITI OR VANDALISM DAMAGE.

# OWNER COORDINATION NOTES

THE CONTRACTOR SHALL COORDINATE THE PROPOSED WORK WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK ON SITE. IF THE CONTRACTOR IS TO ENGAGE IN ANY OPERATIONS THAT AFFECT THE EXISTING FACILITY OPERATIONS, THE CONTRACTOR SHALL COORDINATE THE SCHEDULING OF SUCH ACTIVITIES WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY SUCH OPERATIONS OR ACTIVITIES.

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORT. BRACING. AND OTHER DEVICES AS MAY BE REQUIRED OR AS DIRECTED BY OWNER'S REPRESENTATIVE OR THE ENGINEER TO PROTECT THE SAFETY OF THE PUBLIC, ADJACENT STRUCTURES, ROADWAY AND/OR UTILITIES. ALL WORK TO BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.

# GENERAL NOTES FOR CIVIL WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND IS TO INCLUDE SUCH COSTS AS A PART OF THE LUMP SUM PRICE ON THE PROJECT.

- 2. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE APPROPRIATE UNDERGROUND UTILITY MARKING SERVICE PRIOR TO THE START OF ANY CONSTRUCTION IN ORDER TO AVOID CONFLICTS WITH EXISTING UTILITIES. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE OWNER PRIOR TO THE START OF ANY WORK THAT WOULD BE IN CONFLICT WITH THE UTILITIES.
- 3. THE CONTRACTOR IS TO VISIT AND INVESTIGATE THE PROJECT SITE, PRIOR TO BIDDING, IN ORDER TO DETERMINE THE EXISTING GROUND AND SITE CONDITIONS. FOR SOIL TYPE AND GROUND WATER TABLE, THE CONTRACTOR IS ENCOURAGED TO UTILIZE ANY AVAILABLE DATA TO ESTIMATE GROUND CONDITIONS. SHOULD THE BIDDING CONTRACTOR REQUIRE ADDITIONAL TEST HOLES PRIOR TO BIDDING IN ORDER TO DETERMINE OR VALIDATE GROUND CONDITIONS, THIS CAN BE COMPLETED AT THE DISCRETION OF THE OWNER. NO TEST HOLES ARE TO BE DUG WITHOUT CONTACTING THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND WITHOUT RECEIVING WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE TO DO SO.
- 4. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS WITH REGARD TO EXCAVATION, SAFETY, QUALITY AND WORK PROGRESS. IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH THESE THROUGHOUT CONSTRUCTION OPERATIONS.
- 5. THE LOCATION OF MATERIALS STORED ON SITE MUST RECEIVE THE APPROVAL OF THE OWNER. IN GENERAL, MATERIALS SHOULD BE STORED SO AS TO MINIMIZE THE INCONVENIENCE TO THE OWNER.
- 6. IF EXCAVATED MATERIALS ARE FOUND TO BE CONTAMINATED. REMEDIATION WILL BE AT THE OWNER'S EXPENSE PRIOR TO REMOVAL FROM THE SITE OR DISPOSAL ON-SITE BY THE CONTRACTOR. THIS PROCESS WILL BE COORDINATED BETWEEN THE OWNER AND CONTRACTOR.
- 7. TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH THE BID SPECIFICATIONS AND IN ACCORDANCE WITH ALL APPLICABLE OSHA RULES AND REGULATIONS. IN ADDITION, THE OWNER MAY HAVE ADDITIONAL REQUIREMENTS FOR EXCAVATION AND TRENCHING ON OWNER PROPERTY THAT MAY BE MORE STRINGENT THAN CURRENT LOCAL OR OSHA REQUIREMENTS. IN THIS CASE, THE OWNER'S REQUIREMENTS ARE TO BE FOLLOWED UNLESS THIS ACTION WOULD BE CONSIDERED NON-COMPLIANT WITH CURRENT GOVERNING CODES OR REGULATIONS AS DEFINED BY LOCAL OR GOVERNING AUTHORITIES. WHERE A NON-COMPLIANCE ISSUE IS NOTED, THE CONTRACTOR IS TO MAKE THE OWNER AND ENGINEER AWARE OF THE GOVERNING CODE.
- 8. THE CONTRACTOR WILL BE RESPONSIBLE TO REPAIR, REPLACE, AND/OR RECONNECT ANY EXISTING DRAINAGE TILES, NOT SHOWN ON THE PLANS, WHICH CROSS THROUGH THE EXCAVATED TRENCH. ANY DRAINAGE TILES ENCOUNTERED ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND A MEASUREMENT TAKEN FROM THE NEAREST MANHOLE OR INLET STRUCTURE TO THE CENTERLINE OF THE TILE. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AS PART OF THE RECORD DRAWINGS.
- 9. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRS TO ANY UTILITY LINE(S) THAT THE CONTRACTOR DAMAGES UNLESS OTHERWISE CLEARLY THE RESPONSIBILITY OF THE UTILITY COMPANY.
- 10. THE CONTRACTOR WILL REPLACE ALL DAMAGED OR REMOVED DRIVES AND PAVEMENT WITH THE REQUIRED THICKNESS SHOWN ON THE PLANS OR MATCH EXISTING IF GREATER.
- 11. ALL DISTURBED LAWN AREAS SHALL BE GRADED TO DRAIN TO THE NEAREST INLET STRUCTURE.
- 12. CONTRACTOR SHALL USE PROPER EROSION CONTROL TECHNIQUES TO MAINTAIN GRADE PRIOR TO SEEDING.
- 13. CONTRACTOR TO REFER TO ODOT SPECIFICATION, ITEM 659 FOR SEEDING AND MULCHING UNLESS OTHERWISE SPECIFIED. CONTRACTOR WILL NOT SEED ANY AREA UNTIL OWNER HAS INSPECTED FINAL TOPSOIL GRADING.
- 14. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL FENCES, LAWN DECORATIONS. TREES. SHRUBS, PLANTING, VEGETATION ETC. WHICH IS DAMAGED, DISTURBED OR REMOVED DURING CONSTRUCTION.

15. DURING PAVING OPERATIONS, THE CONTRACTOR MUST SUBMIT A WRITTEN PLAN IDENTIFYING DRIVE AREAS WITHIN THE SITE THAT WILL BE SHUT DOWN FOR CONSTRUCTION OPERATIONS PRIOR TO START OF ANY WORK IN THOSE AREAS. CONTRACTOR MUST MAINTAIN A MINIMUM OF ONE LANE FOR TRAFFIC IN ANY AREAS SO DESIGNATED BY THE OWNER THROUGHOUT ALL CONSTRUCTION OPERATIONS.

# ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 659, SEEDING AND MULCHING EXCEPT AS HEREIN MODIFIED.

ALL DISTURBED AREAS OR AREAS DESIGNATED FOR SEEDING SHALL BE GRADED AND SEEDED AND SHALL HAVE A MINIMUM OF 6" OF TOPSOIL OVER THE ENTIRE AREA. TESTING THE PH OF ANY EXISTING OR IMPORTED TOPSOIL PER ODOT 659.02 SHALL BE WAIVED. THE AREA SHALL BE HAND-RAKED AND DRESSED READY FOR SEEDING. NO STONE OVER 1/32 IN SIZE PERMITTED IN THE TOP 6".

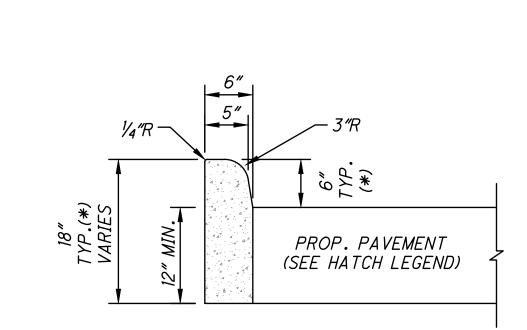
SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED

IT'S THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE THE REQUIRED GERMINATION RATES AND ENSURE THE GRASS IS ESTABLISHED TO THE SATISFACTION OF THE OWNER WHICH MAY REQUIRE WATERING, REGRADING/ADDING TOPSOIL AND RESEEDING. ANY AREAS THAT HAVE ERODED OR WHERE NEW GRASS DID NOT GERMINATE SHALL BE ADDRESSED BY THE CONTRACTOR UNTIL THE AREAS ARE STABILIZED. SHAPED, AND DRAINED, AS INDICATED IN THE PLANS.

ANY DISTURBED AREA, OUTSIDE OF THE PROJECT WORK LIMITS, CAUSED BY THE CONTRACTOR'S WORK, SHALL BE RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER AND PROJECT OWNER'S REPRESENTATIVE, AT THE CONTRACTOR'S SOLE EXPENSE.

THIS ITEM INCLUDES: TOPSOIL, SEEDING, MULCHING, COMMERCIAL FERTILIZER, WATER, AND REPAIR SEEDING AND MULCHING.

PAYMENT FOR ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN, FOR ALL ABOVE OPERATIONS, SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.



# NOTES

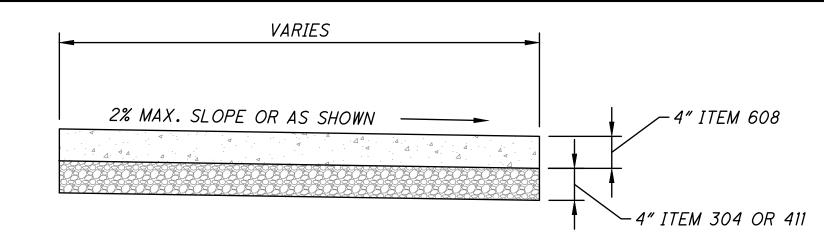
- A. (\*) HEIGHT VARIES WITH CURB EXPOSURE.
- B. CONCRETE WORK SHALL MEET THE REQUIREMENTS SET FORTH IN ODOT ITEM 609 CURBING.
- C. CURBING SHALL HAVE CONTRACTION JOINTS EVERY 10' AND EXPANSION JOINTS EVERY 100'.
- D. MINIMUM OF 6" OF ODOT 304 SHALL BE PLACED UNDER CURBING.
- E. CURBING SHALL BE BACKFILLED IMMEDIATELY AFTER FORMS ARE REMOVED OR AS SOON AS PRACTICAL WHEN SLIPFORMING PRIOR TO OTHER CONSTRUCTION OPERATIONS.
- F. PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
- G. APPLY WHITE PIGMENTED CURING COMPOUND ON ALL SURFACES INCLUDING BACK IMMEDIATELY AFTER FINISHING SURFACES. ANY OTHER METHOD OR TYPE OF CURING COMPOUND MUST BE PREAPPROVED.
- H. ALL CONCRETE SHALL BE ODOT QC-1P. (CEMENT ONLY NO POZZOLAN MATERIAL).
- I. CONCRETE TO INCLUDE 3 LBS/CY OF EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO SYNTHETIC MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2" LENGTH, ASPECT RATIO 50 TO 90. CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES.

TYPE 6 BARRIER CURB NTS

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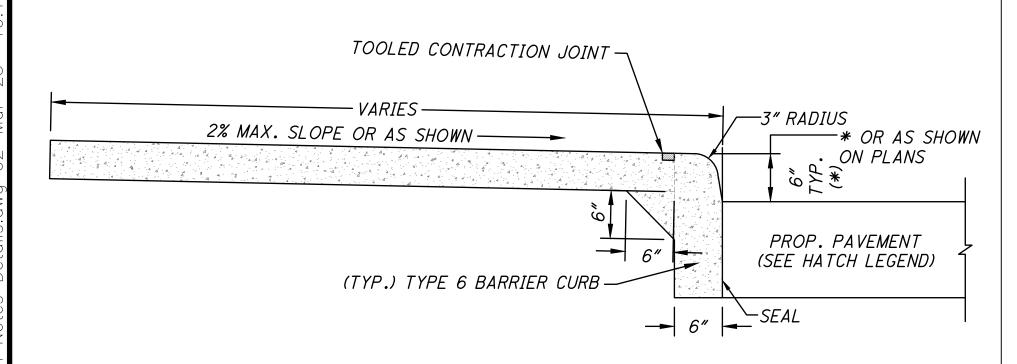
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- **NOTES**
- A. WALK TO BE POURED ON 4" MINIMUM ODOT #304 OR ODOT #411 AGGREGATE.
- B. PROVIDE EDGING AND BROOM FINISH TO ALL EXPOSED SURFACES.
- C. CONCRETE SHALL CONFORM TO ODOT ITEM 499 CONCRETE AND WORK SHALL CONFORM TO ODOT ITEM 608, UNLESS OTHERWISE SPECIFIED WITHIN.
- D. USE WHITE PIGMENTED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES. ANY OTHER METHOD OR TYPE OF CURING COMPOUND MUST BE PREAPPROVED.
- E. ALL CONCRETE SHALL BE ODOT QC-IP. (CEMENT ONLY NO POZZOLAN MATERIAL).
- F. PROPOSED CONCRETE WALK SHALL BE JOINTED AS CLOSE TO SQUARE AS POSSIBLE. JOINT SPACING MAY VARY SLIGHTLY DEPENDING ON THE LENGTH AND WIDTH OF THE PROPOSED SIDEWALK AREAS. JOINT SPACING SHALL TYPICALLY RANGE FROM 4'X4' TO 10'X10'. IN ALL CASES THE SIDEWALK SHALL BE JOINTED SO THAT THE MAXIMUM ASPECT RATIO (OF PANEL LENGTH TO WIDTH) OF THE JOINTING IS 1.25:1 OR LESS. CONTRACTOR TO VERIFY METHOD AND TYPE OF CONTROL JOINTING WITH OWNER PRIOR TO PERFORMING WORK.
- G. SIDEWALK SHALL HAVE EXPANSION JOINTS EVERY 100'.
- H. CONCRETE TO INCLUDE 3 LBS/CY OF EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO SYNTHETIC MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2" LENGTH, ASPECT RATIO 50 TO 90. CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES.

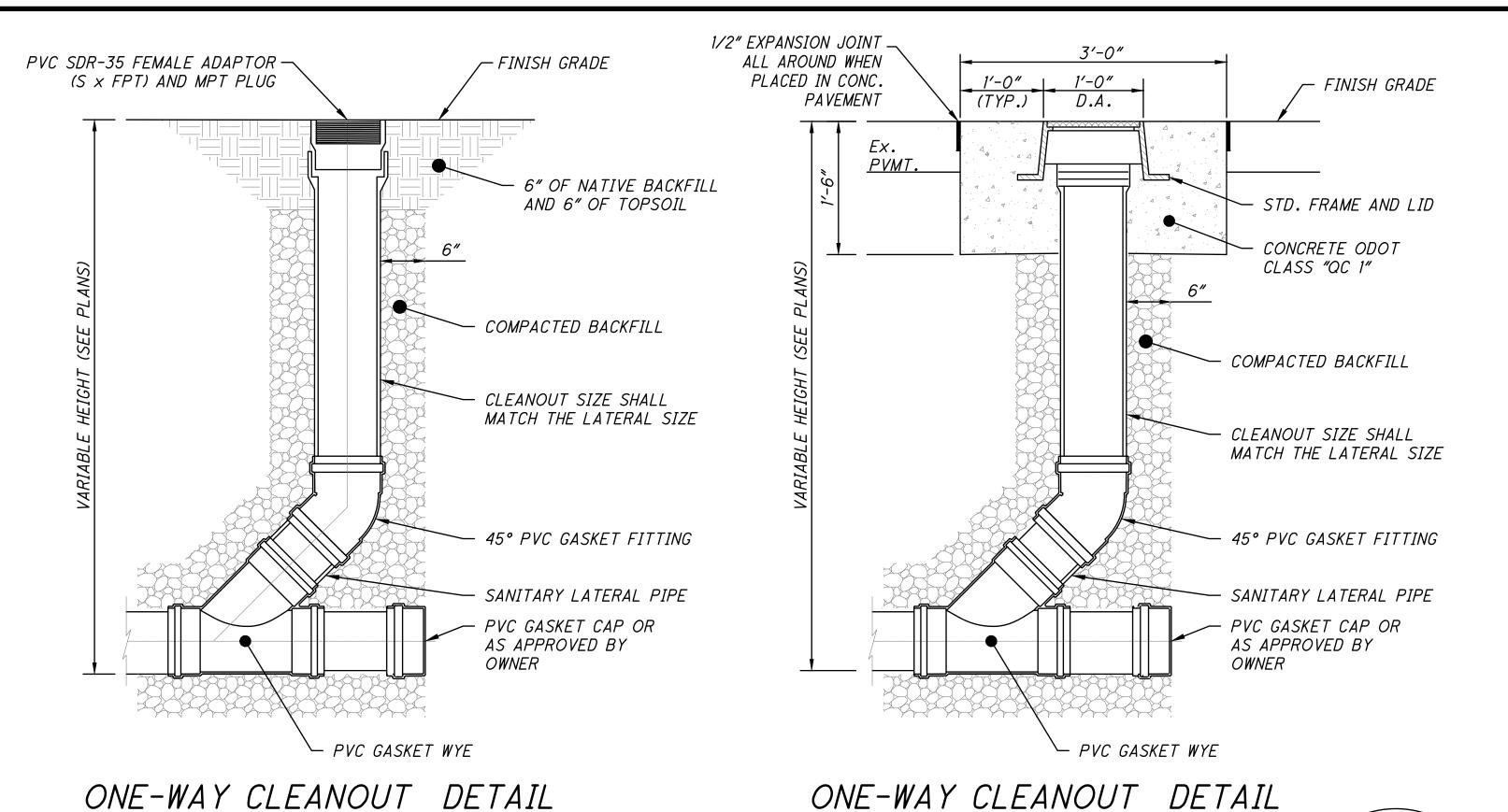
# CONCRETE WALK



# **NOTES**

- A. WALK TO BE POURED ON 4" MINIMUM ODOT #304 OR ODOT #411 AGGREGATE.
- B. PROVIDE EDGING AND BROOM FINISH TO ALL EXPOSED SURFACES.
- C. CONCRETE SHALL CONFORM TO ODOT ITEM 499 CONCRETE AND WORK SHALL CONFORM TO ODOT ITEM 608, UNLESS OTHERWISE SPECIFIED WITHIN.
- D. USE WHITE PIGMENTED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES. ANY OTHER METHOD OR TYPE OF CURING COMPOUND MUST BE PREAPPROVED.
- E. ALL CONCRETE SHALL BE ODOT QC-1P. (CEMENT ONLY NO POZZOLAN MATERIAL).
- F. PROPOSED CONCRETE SIDEWALK SHALL BE JOINTED AS CLOSE TO SQUARE AS POSSIBLE. JOINT SPACING MAY VARY SLIGHTLY DEPENDING ON THE LENGTH AND WIDTH OF THE PROPOSED SIDEWALK AREAS. JOINT SPACING SHALL TYPICALLY RANGE FROM 4'X4' TO 10'X10'. IN ALL CASES THE SIDEWALK SHALL BE JOINTED SO THAT THE MAXIMUM ASPECT RATIO (OF PANEL LENGTH TO WIDTH) OF THE JOINTING IS 1.25:1 OR LESS. CONTRACTOR TO VERIFY METHOD AND TYPE OF CONTROL JOINTING WITH OWNER PRIOR TO PERFORMING WORK.
- G. CURB/SIDEWALK SHALL HAVE EXPANSION JOINTS EVERY 100'.
- H. CONCRETE TO INCLUDE 3 LBS/CY OF EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO SYNTHETIC MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2" LENGTH, ASPECT RATIO 50 TO 90. CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES.

COMBINED CURB AND WALK



NOTES

A. CLEANOUT REQUIRED AT THE R/W OR EASEMENT LINE UNLESS OTHERWISE SHOWN IN THE PLANS.

(NON-TRAFFIC AREAS)

- B. CLEANOUT MATERIALS SHALL BE SCH. 40 (GLUED JOINTS) OR SDR-35 PVC AND THE DIA. SHALL MATCH THE LATERAL PIPE DIA.
- C. TRACER WIRE REQUIRED FOR EACH SANITARY SEWER LATERAL FROM THE MAIN TO THE CLEANOUT. TRACER WIRE SHALL BE EXTENDED UP THE CLEANOUT RISER TO A POINT JUST BELOW CLEANOUT CAP WHERE A  $^3\!\!/_6$ " HOLE SHALL BE DRILLED THROUGH THE WALL OF THE PIPE.
- D. CLEANOUT FRAME AND LID SHALL BE NEENAH R-1976, EJIW 1578ZPT FRAME/1578A LID, OR SIGMA VB2276. LID MARKED "SANITARY"
- E. THE CLEANOUT AND ALL THE COMPONENTS SHOWN IN THE DETAILS SHALL BE INCLUDED IN THE COST OF ITEM 611 SANITARY SEWER LATERALS.

**SANITARY** 

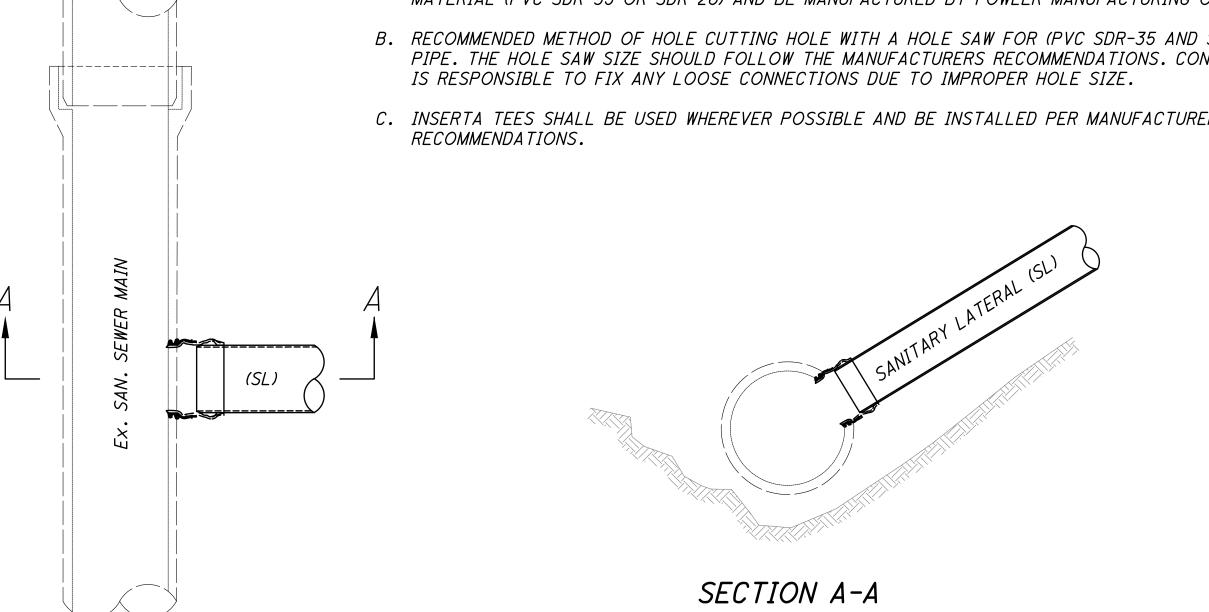
CLEANOUT LID

NOTES

A. THE INSERTA TEE GASKETED CONNECTION FITTING TYPE SHALL MATCH THE SANITARY SEWER MAIN MATERIAL (PVC SDR-35 OR SDR-26) AND BE MANUFACTURED BY FOWLER MANUFACTURING OR EQUAL.

(TRAFFIC AREAS)

- B. RECOMMENDED METHOD OF HOLE CUTTING HOLE WITH A HOLE SAW FOR (PVC SDR-35 AND SDR-26) PIPE. THE HOLE SAW SIZE SHOULD FOLLOW THE MANUFACTURERS RECOMMENDATIONS. CONTRACTOR IS RESPONSIBLE TO FIX ANY LOOSE CONNECTIONS DUE TO IMPROPER HOLE SIZE.
- C. INSERTA TEES SHALL BE USED WHEREVER POSSIBLE AND BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.



Ex. SEWER MAIN LATERAL CONNECTION (INSERTA TEE )

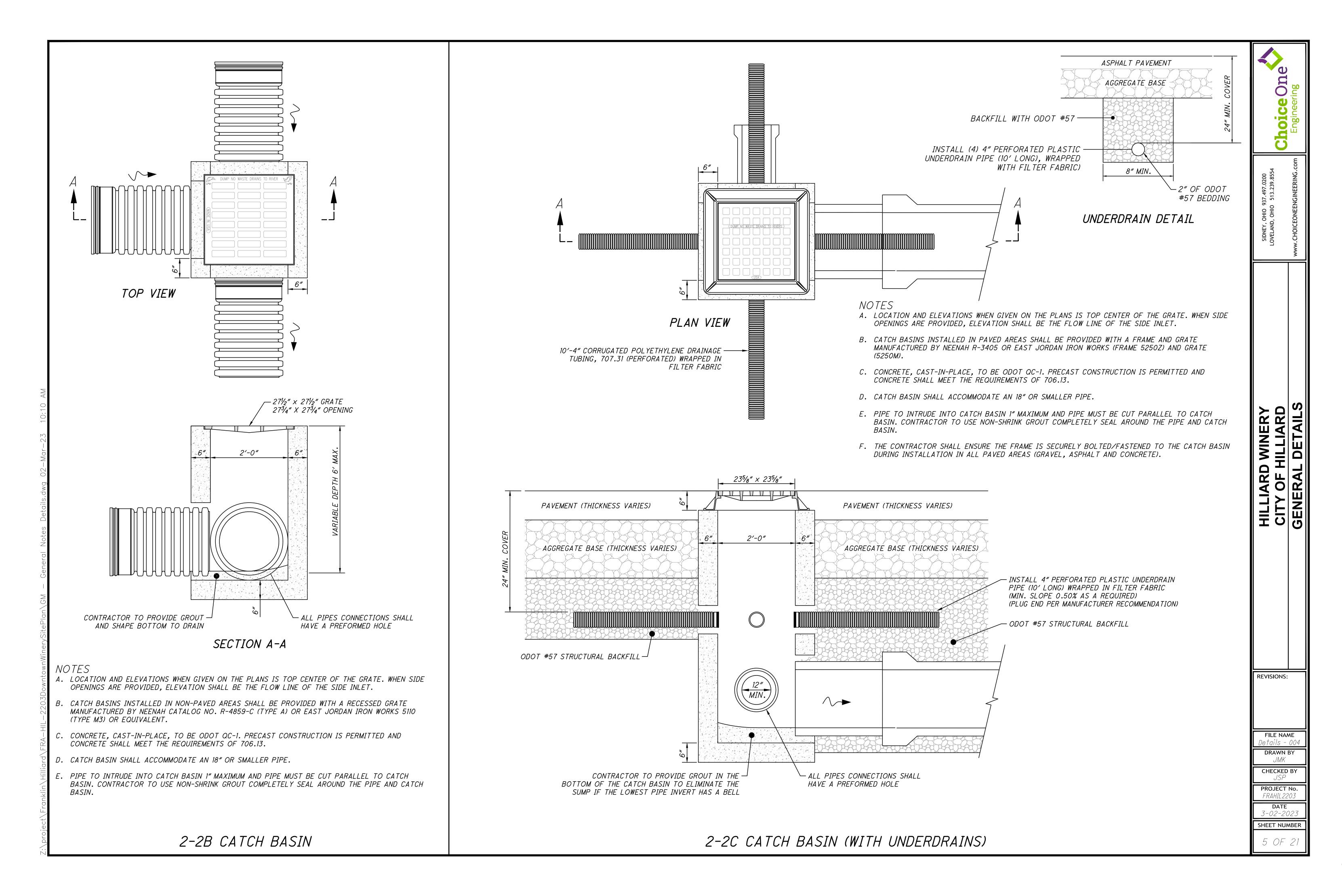
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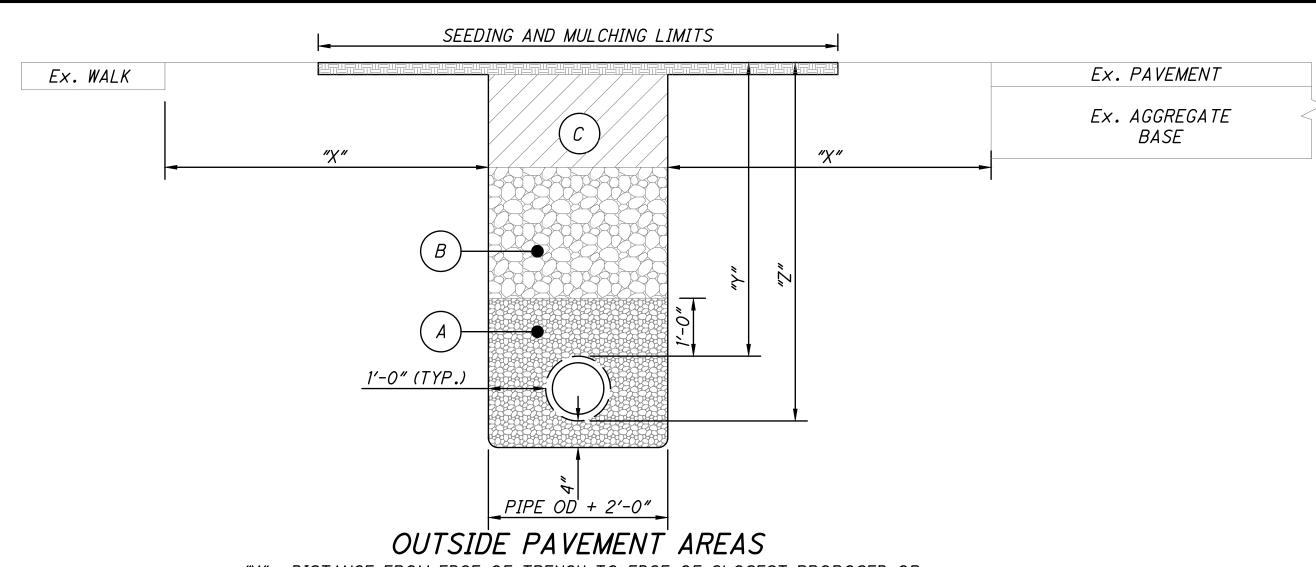
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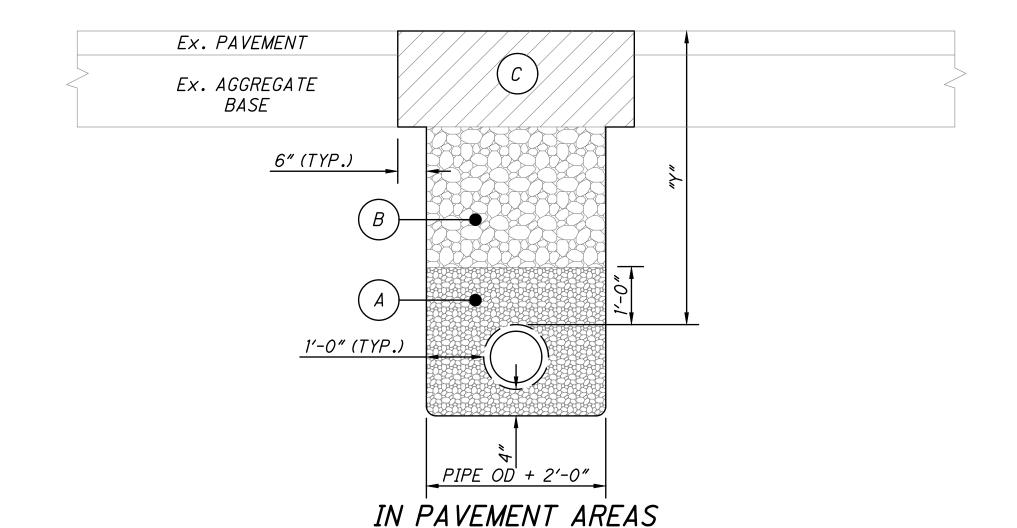
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- "X"= DISTANCE FROM EDGE OF TRENCH TO EDGE OF CLOSEST PROPOSED OR EXISTING PAVEMENT, CURB, DRIVEWAYS, ALLEYS, STONE AREA OR WALKS.
- "Z"= DISTANCE FROM TOP OF BEDDING TO FINISH SURFACE.
- "Y"= DEPTH OF COVER FOR PROPOSED CONDUIT WATER MAINS......4'-6" MIN. (REFER TO PROFILE) STORM SEWERS.....2'-0" MIN. (REFER TO PROFILE) SANITARY SEWERS......4'-0" MIN. (REFER TO PROFILE)



- (A.) BEDDING SHALL BE PER ODOT 703.11 "STRUCTURAL BACKFILL FOR 611 BEDDING AND BACKFILL" TYPE 3 (#57 OR #67 AGGREGATE), OR OTHER APPROVED EQUIVALENT BY THE MUNICIPALITY. THERE SHALL BE 4" MIN. BEDDING BELOW THE PIPE. THE FOLLOWING BEDDING MATERIAL SHALL BE USED PER PROPOSED CONDUIT:
- WATER MAIN, WATER SERVICES, FIRE HYDRANTS AND APPURTENANCES SHALL BE NATURAL CRUSHED STONE OR NATURAL GRAVEL.
   STORM AND SANITARY SEWERS SHALL BE CRUSHED LIMESTONE OR NATURAL CRUSHED STONE.
- STRUCTURAL BACKFILL DENSITY TEST TO 95% OF ASTM D698 STANDARD PROCTOR CURVE MAY BE REQUIRED BY MUNICIPALITY TO BE COMPLETED BY A CERTIFIED COMMERCIAL TESTING LABORATORY.

# FOR "OUTSIDE PAVEMENT AREAS":

ALL TRENCHES WHERE "X" IS GREATER THAN "Z", THE BACKFILL MATERIAL SHALL BE COMPACTED NATIVE MATERIAL IN 12" MAXIMUM LIFTS OR AS APPROVED BY THE MUNICIPALITY. NO MATERIAL SHALL BE USED FOR BACKFILLING THAT CONTAINS STONE, ROCKS, ETC., GREATER THAN 3" DIAMETER.

ALL TRENCHES WHERE "Z" IS GREATER THAN "X", THE BACKFILL MATERIAL SHALL BE ODOT ITEM 703.11, TYPE 1 (#304 AGGREGATE). THE AGGREGATE SHALL BE COMPACTED IN 12" MAXIMUM LIFTS AND BE USED UNTIL THE BACKFILL HEIGHT RESULTS IN "X" BEING GREATER THAN "Z" AT WHICH TIME NATIVE BACKFILL CAN BE USED.

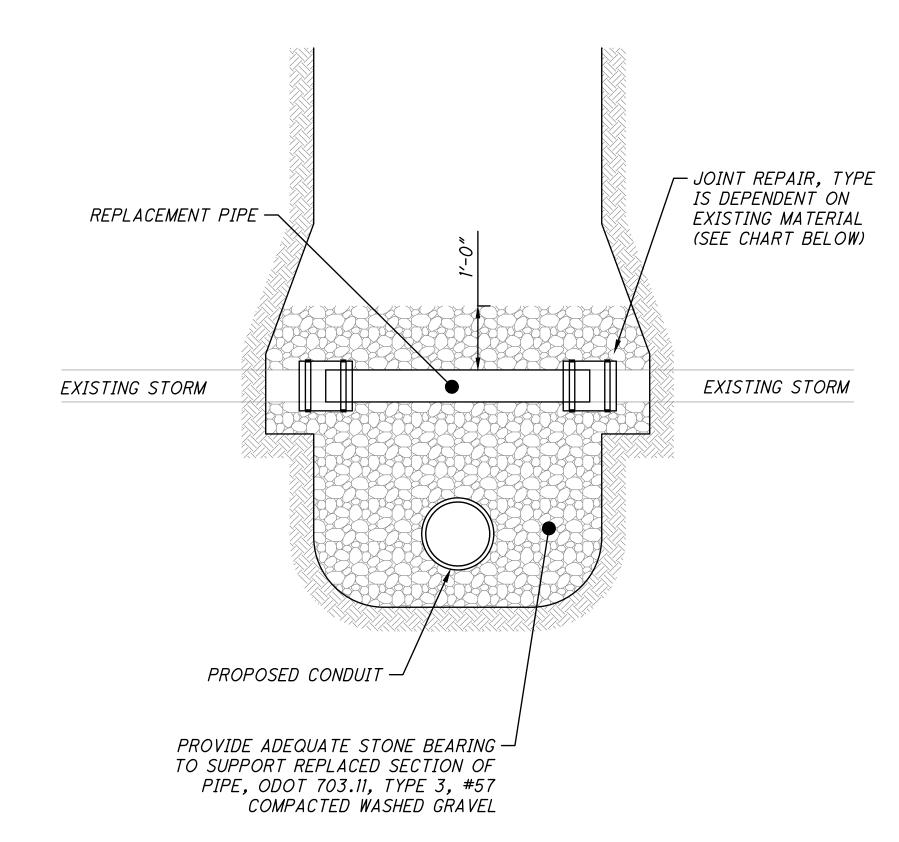
# FOR "IN PAVEMENT AREAS":

ALL TRENCHES SHALL HAVE ODOT ITEM 703.11, TYPE 1 (#304 AGGREGATE) BACKFILL PLACED FROM THE TOP OF THE BEDDING TO THE BOTTOM OF THE ROADWAY BASE.

C.) ALL "OUTSIDE PAVEMENT AREAS" SHALL RECEIVE A MIN. OF 6" OF TOPSOIL OVER THE COMPACTED MATERIAL AND THEN SEEDED PER ODOT 659. ALL "IN PAVEMENT AREAS" SHALL FOLLOW THE CORRESPONDING PAVEMENT COMPOSITION PROVIDED IN THE HATCH LEGEND. THE TRENCH DETAIL SHOWS THE PAVEMENT REPAIR LIMITS. ANY PAVEMENT REPAIR BEYOND THIS WILL BE AT THE COST OF THE CONTRACTOR.

# TRENCH DETAIL

# SEE TRENCH DETAIL FOR PROPER BACKFILLING



EXISTING PIPE MATERIAL	JOINT REPAIR
PVC	STAINLESS STEEL SOLID SLEEVE PLASTIC TO PLASTIC, PVC COUPLING ASTM D-3034/F-1336PSM OR EQUAL
OTHER THAN PVC (CLAY, DUCTILE, ETC.)	STAINLESS STEEL SOLID SLEEVE COUPLINGS WITH STAINLESS STEEL BANDS, EACH SIDE, OR EQUAL
СМР	CORRUGATED METAL PIPE COUPLING
RCP	CONCRETE COLLAR

# NOTES

- A. CONCRETE REPAIRS OR PATCHES ARE UNACCEPTABLE.
- B. ANY DRAINAGE TILE DAMAGED BY THE CONTRACTOR MUST BE REPLACED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. ANYTHING REMOVED, REPLACED, AND/OR CONNECTED TO THE STORM SEWER MUST BE NOTED ON THE AS-BUILT DRAWINGS AND MUST BE INSPECTED BY THE INSPECTOR BEFORE THEY A RE-COVERED.
- C. ALL FIELD OR STORM DRAINS WHICH ARE ENCOUNTERED DURING CONSTRUCTION MUST BE PROVIDED WITH UNOBSTRUCTED OUTLETS OR PLUGGED AS APPROVED AND DIRECTED BY THE MUNICIPALITY.

# REPAIR OF EXISTING FIELD TILE OR STORM PIPE DETAIL

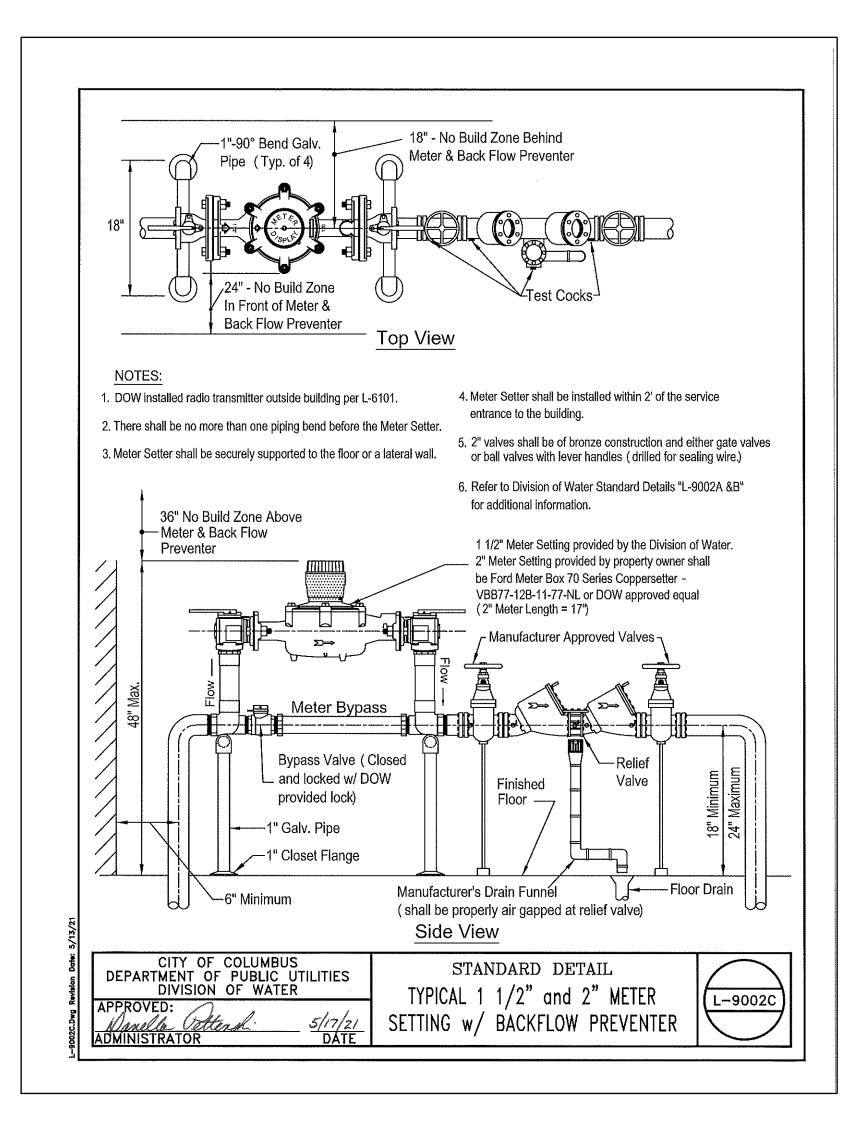
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.0 POST CONSTRUCTION INPSECTION AND MAINTENANCE PLAN FOR HILLIARD **WINERY AT HILLIARD, OHIO:** STORMWATER MANAGED ON SITE BY SHEET FLOWING ACROSS THE PARKING LOT SURFACE AND GRASS ADJACENT TO

THE SITE WILL BE STABILIZED WITH LANDSCAPING AND PERMANENT SEEDING AS SHOWN ON THE PLANS. ONLY AFTER ALL DISTURBED AREAS HAVE BEEN SEEDED AND HAVE AT LEAST 70% ESTABLISHMENT AND A BASE COURSE OF PAVEMENT IS IN PLACE MAY THE EROSION CONTROL TEMPORARY MEASURES FOR CONSTRUCTION BE REMOVED.

THE PARKING LOT SURFACE AND IMMEDIATE SURROUNDING AREA ARE TO BE MONITORED FOR ACCUMULATION OF TRASH AND DEBRIS AND ARE TO BE CLEANED/MAINTAINED AS NEEDED TO PREVENT BUILD-UP OF THESE DELETERIOUS MATERIALS.

TYPICAL MAINTENANCE ACTIVITIES FOR DETENTION BASIN:

THE PARKING LOT INTO THE DETENTION STORAGE BASIN.

<u>SCHEDULE</u> <u>ACTIVITY</u> MONTHLY MOW EMBANKMENT AND CLEAN TRASH AND DEBRIS FROM OUTLET STRUCTURE. ADDRESS ANY ACCUMULATION OF HYDROCARBONS.

ANNUALLY INSPECT EMBANKMENT AND OUTLET STRUCTURE FOR DAMAGE AND PROPER FLOW. REMOVE WOODY VEGETATION AND FIX ANY ERODING AREAS. MONITOR SEDIMENT

ACCUMULATIONS IN MAIN POOL.

SEMI-ANNUALLY INSPECT WETLAND AREAS FOR INVASIVE PLANTS.

3-7 YEARS REMOVE SEDIMENT FROM POND BOTTOM.

15-20 YEARS MONITOR SEDIMENT ACCUMULATIONS IN THE MAIN BASIN AND CLEAN.

ALL SITE GRASS AND GROUND COVER IS TO BE MAINTAINED AND ANY RILL EROSION CHANNELS THAT MAY DEVELOP ARE TO BE ADDRESSED BY FINE GRADING, NETTING, AND SEEDING AS MAY BE APPROPRIATE.

DISPOSAL OF POLLUTANTS: THE WINERY IS UNLIKELY TO GENERATE POLLUTANTS THAT CANNOT BE DISPOSED OF IN THE ON-SITE DUMPSTER. THE ONLY EXPECTED POLLUTANTS ARE TRASH, SEDIMENTS, AND VEGETATION.

FUNDING INSPECTION AND MAINTENANCE: THE OWNER WILL WORK WITH SITE MANAGER TO SCHEDULE AND FUND ANY AND ALL NEEDED INSPECTIONS AND MAINTENANCE OF THE STORMWATER FACILITIES.

AS PART OF THIS INSPECTION AND MAINTENANCE PLAN, OWNER AFFIRMS THE FOLLOWING: I). THE CITY OF HILLIARD HAS THE AUTHORITY AND RIGHT TO ENTER UPON THE DEVELOPMENT AREA TO CONDUCT INSPECTIONS AS NECESSARY TO VERIFY THAT THE STORMWATER MANAGEMENT PRACTICES ARE BEING

MAINTAINED AND OPERATED IN ACCORDANCE WITH THIS REGULATION. II). THE CITY OF HILLIARD MAINTAINS PUBLIC RECORDS OF THE RESULTS OF SITE INSPECTIONS FOR THE PERIOD OF TIME SPECIFIED IN THE CITY OF SPRINGFIELD'S RECORD RETENTION SCHEDULE, SHALL INFORM THE

SITE OWNER(S) OR ORGANIZATION RESPONSIBLE FOR MAINTENANCE (BY WRITTEN NOTICE SERVED ON THE TAX MAILING ADDRESS FOR THE SUBJECT LAND) OF THE INSPECTION RESULTS, AND

SHALL SPECIFICALLY INDICATE ANY CORRECTIVE ACTIONS REQUIRED TO BRING THE STORMWATER PRACTICES INTO PROPER WORKING CONDITION.

III). IF THE CITY OF HILLIARD NOTIFIES THE SITE OWNER(S), OR OTHER ENTITY RESPONSIBLE FOR MAINTENANCE, OF MAINTENANCE DEFICIENCIES THAT REQUIRE CORRECTION, THE SPECIFIC CORRECTIVE ACTIONS SHALL BE TAKEN WITHIN THIRTY (30 DAYS OF THE SERVICE OF THE NOTICE; UNLESS THE CITY ENGINEER GRANTS AN EXTENSION OF TIME TO COMPLETE CORRECTING DEFICIENCIES DUE TO THE

IMPRACTICALITY OF COMPLETING THE CORRECTION OF DEFICIENCIES WITHIN THIRTY (30) DAYS. IV). MAINTENANCE DEFICIENCIES NOT CORRECTED WITHIN THIRTY (30) DAYS MAY BE

DECLARED A PUBLIC NUISANCE IN ACCORDANCE WITH CHAPTER 1323 OF THE CODIFIED ORDINANCES.

OWNER CERTIFICATION:

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO MAINTAIN THE ABOVE STORMWATER CONTROL FACILITIES IN GOOD WORKING CONDITION. I HEREBY RELEASE THE CITY OF SPRINGFIELD FROM ANY MAINTENANCE RESPONSIBILITY WHATSOEVER ON THE ABOVE MENTIONED STORMWATER CONTROL FACILITIES. I AGREE TO PROVIDE CORRECTED INFORMATION SHOULD THERE BE ANY CHANGES IN THE INFORMATION PROVIDED HEREIN.

NAME		TITLE	
SIGNA TURE	•	DATE	•

HILLIARD CITY OF F GENERAL

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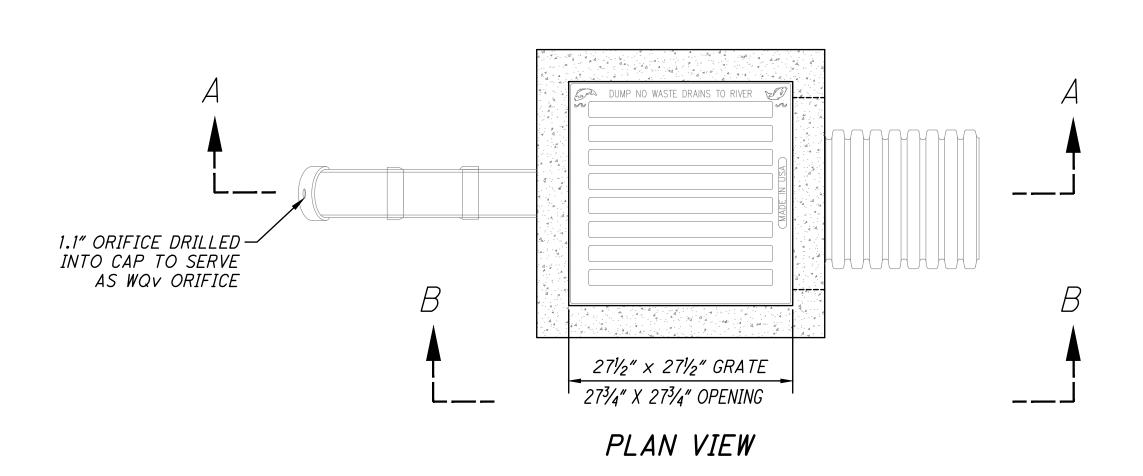
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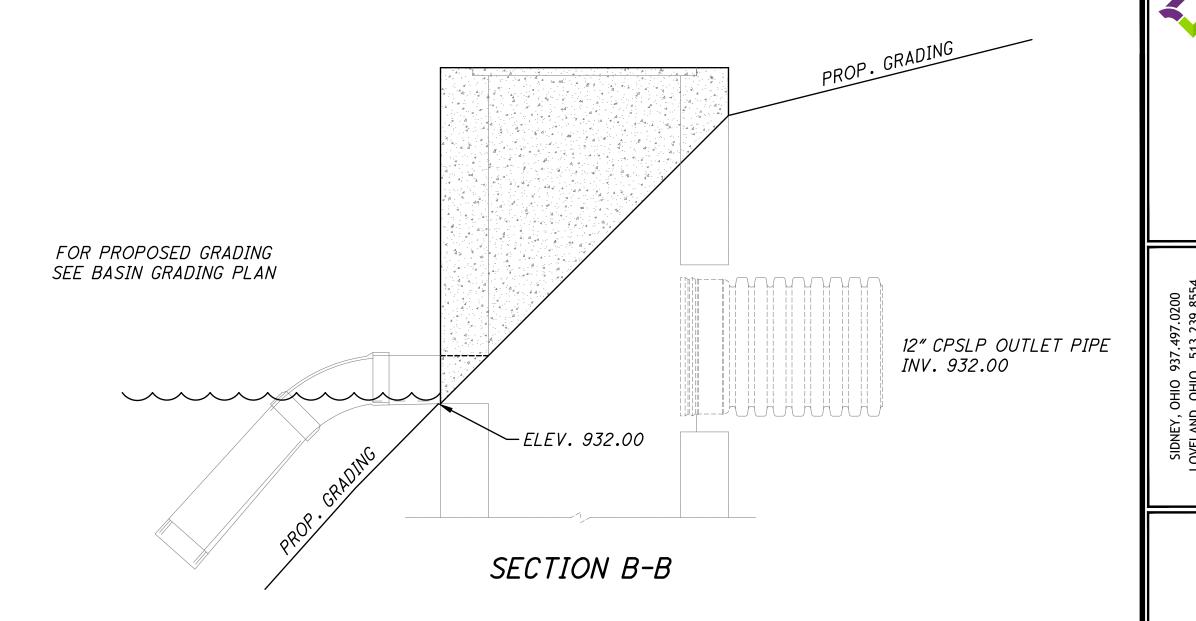
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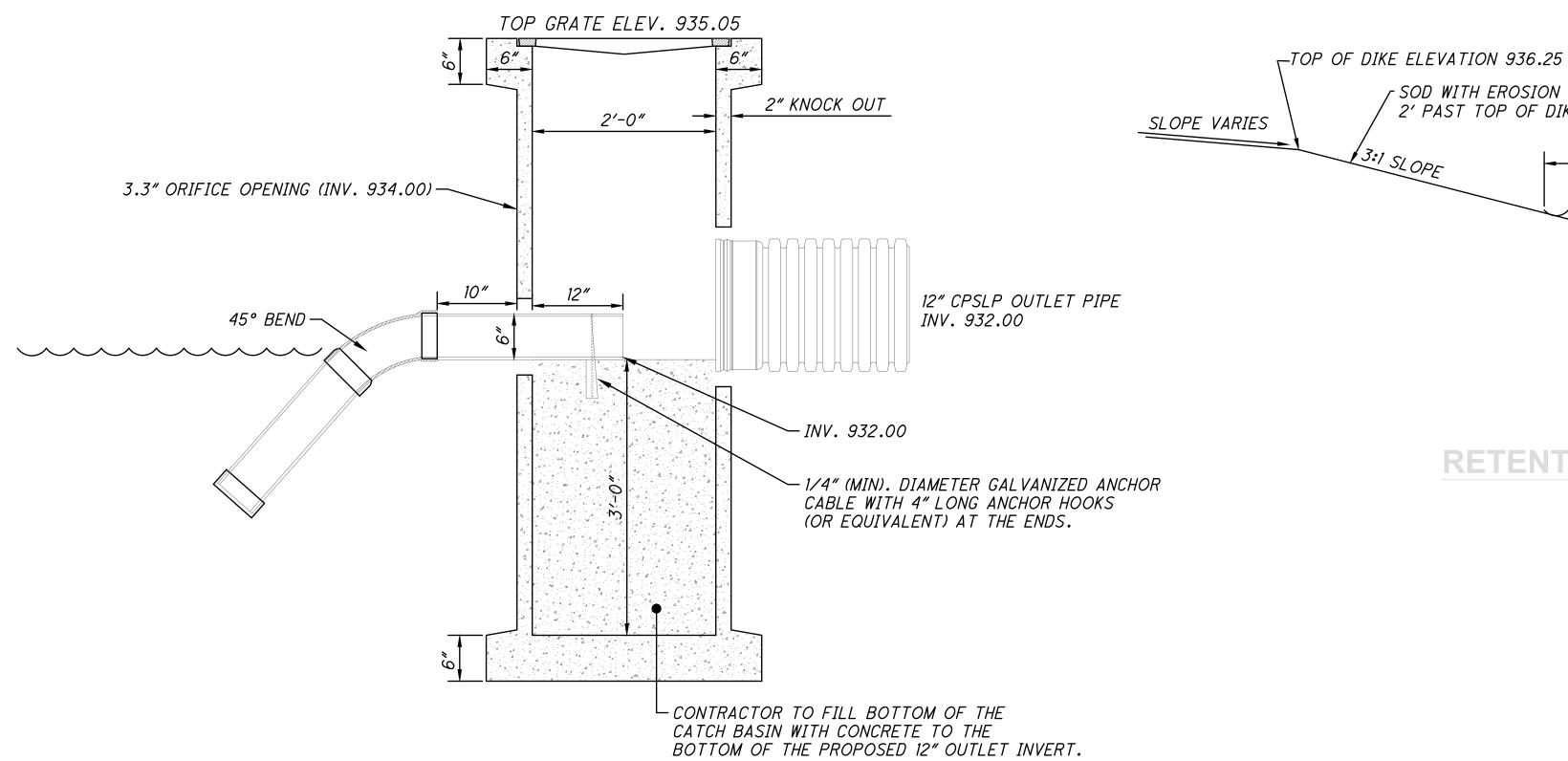
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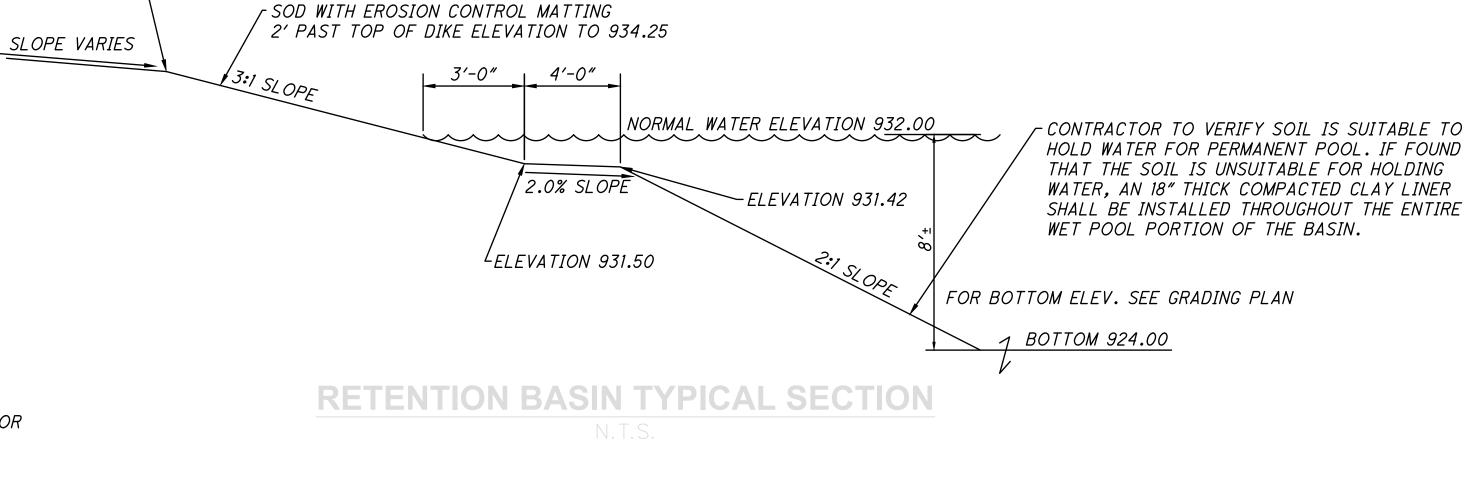
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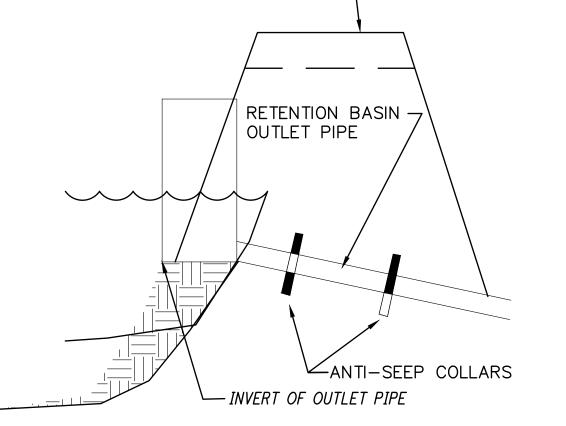
7 OF 21











EMBANKMENT AND ---EMERGENCY SPILLWAY

# ANTI-SEEP COLLAR LOCATION DETAIL

NOTES

A. GRATE SHALL BE NEENAH CATALOG NO. R-4871 (TYPE B GRATE) OR EQUIVALENT. CONTRACTOR SHALL FASTEN/BOLT DOWN GRATE TO STRUCTURE TO ENSURE GRATE IS SECURELY FASTENED IN PLACE.

SECTION A-A

B. PRECAST STRUCTURE CONSTRUCTION IS REQUIRED, UNLESS OTHERWISE APPROVED, AND CONCRETE SHALL MEET THE REQUIREMENTS OF 706.13.

CAST-IN-PLACE CONCRETE IN THE FIELD WILL BE ALLOWED FOR SUMP ELIMINATION/ANTI-FLOATATION.

2-2B CATCH BASIN ( DETENTION BASIN) OUTLET STRUCTURE

HILLIARD WINERY CITY OF HILLIARD GENERAL DETAILS

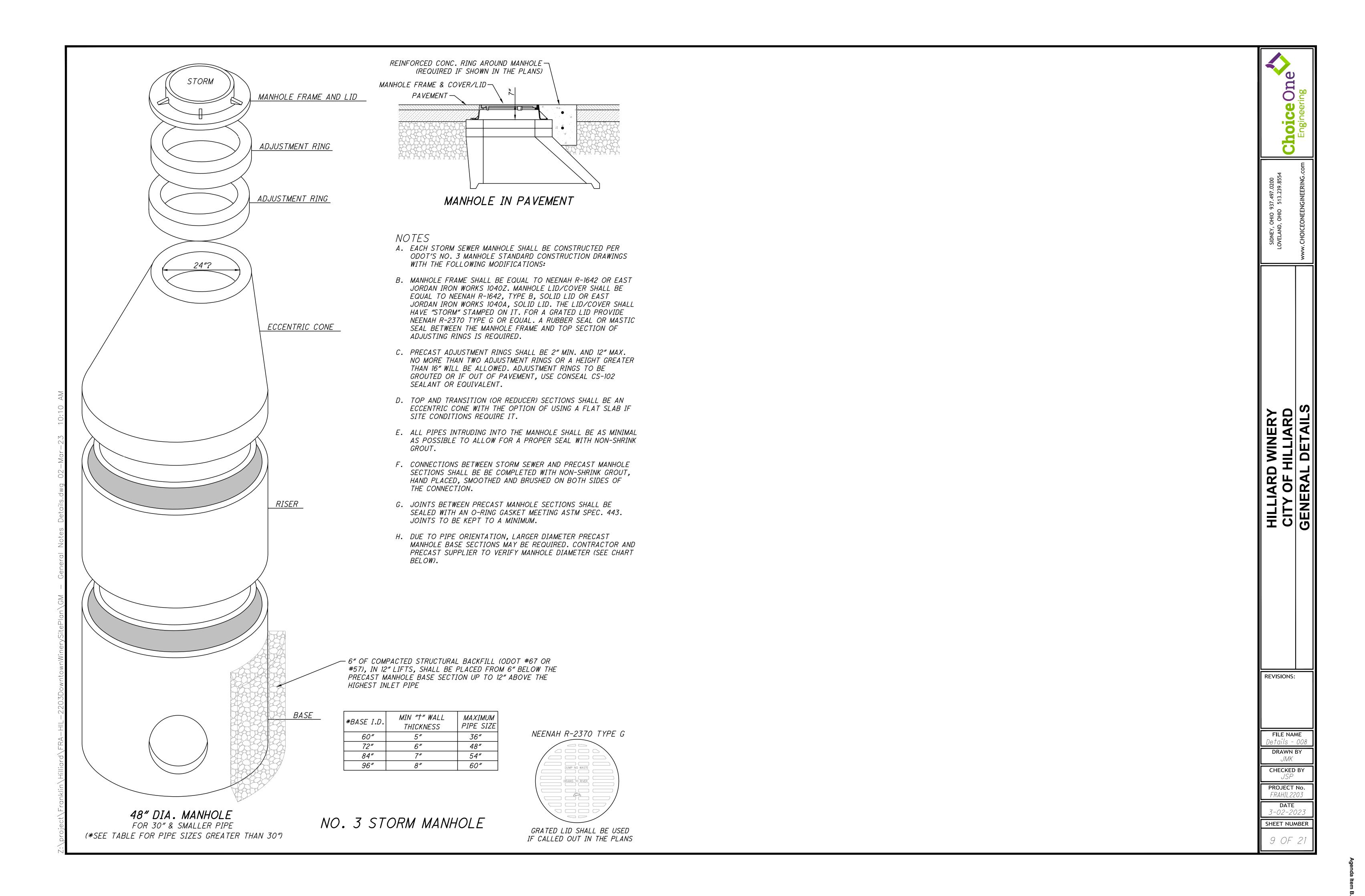
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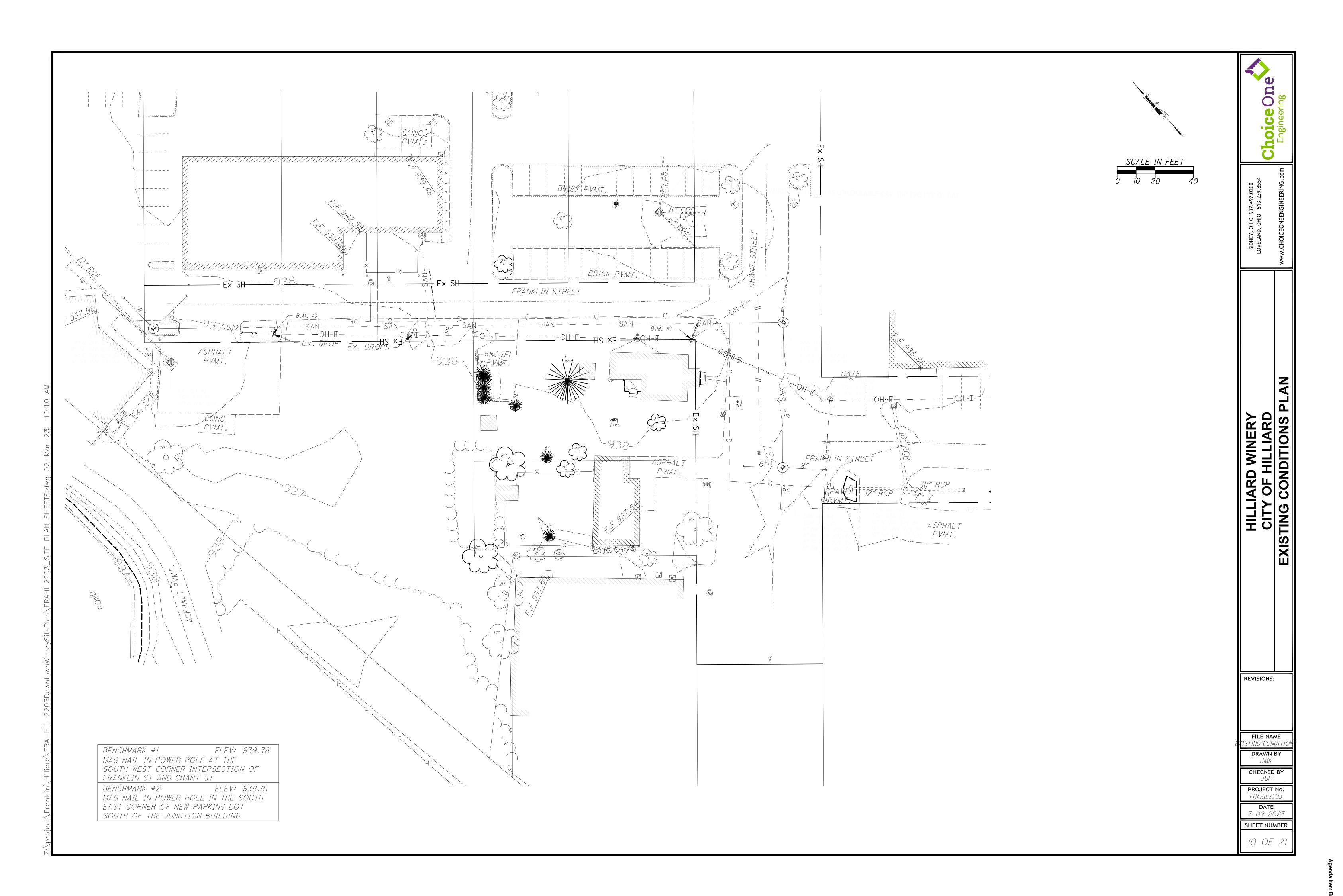
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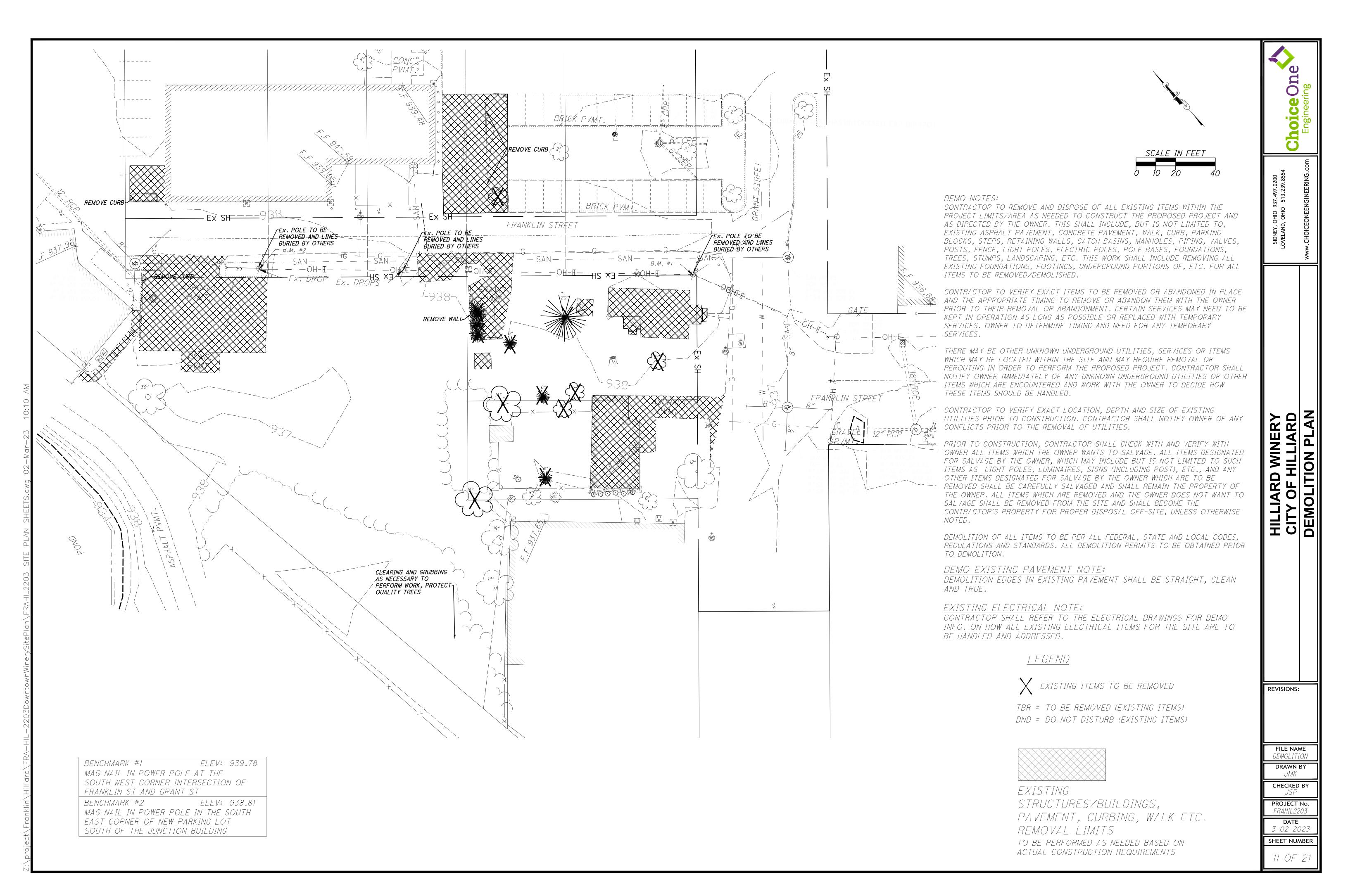
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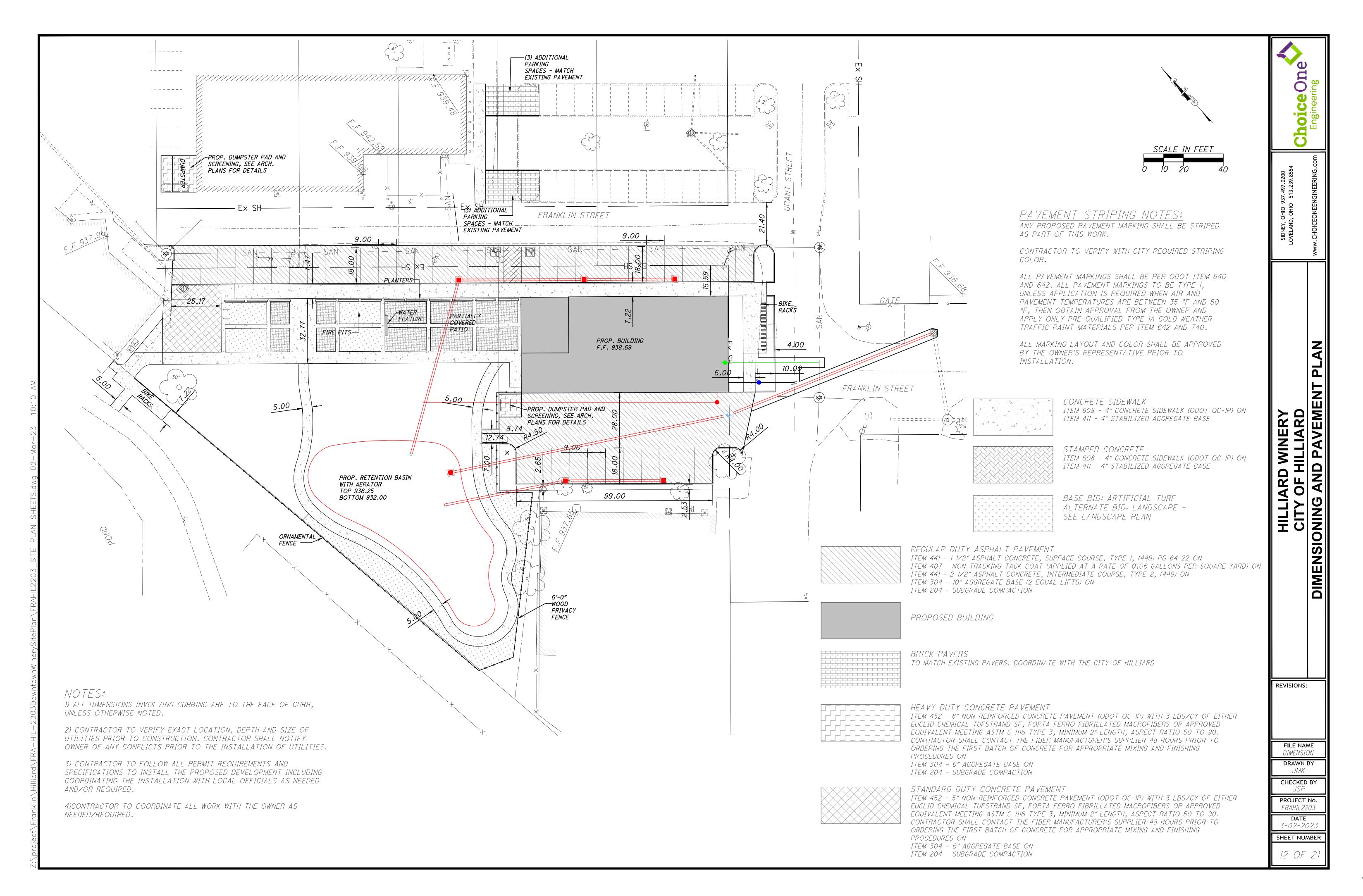
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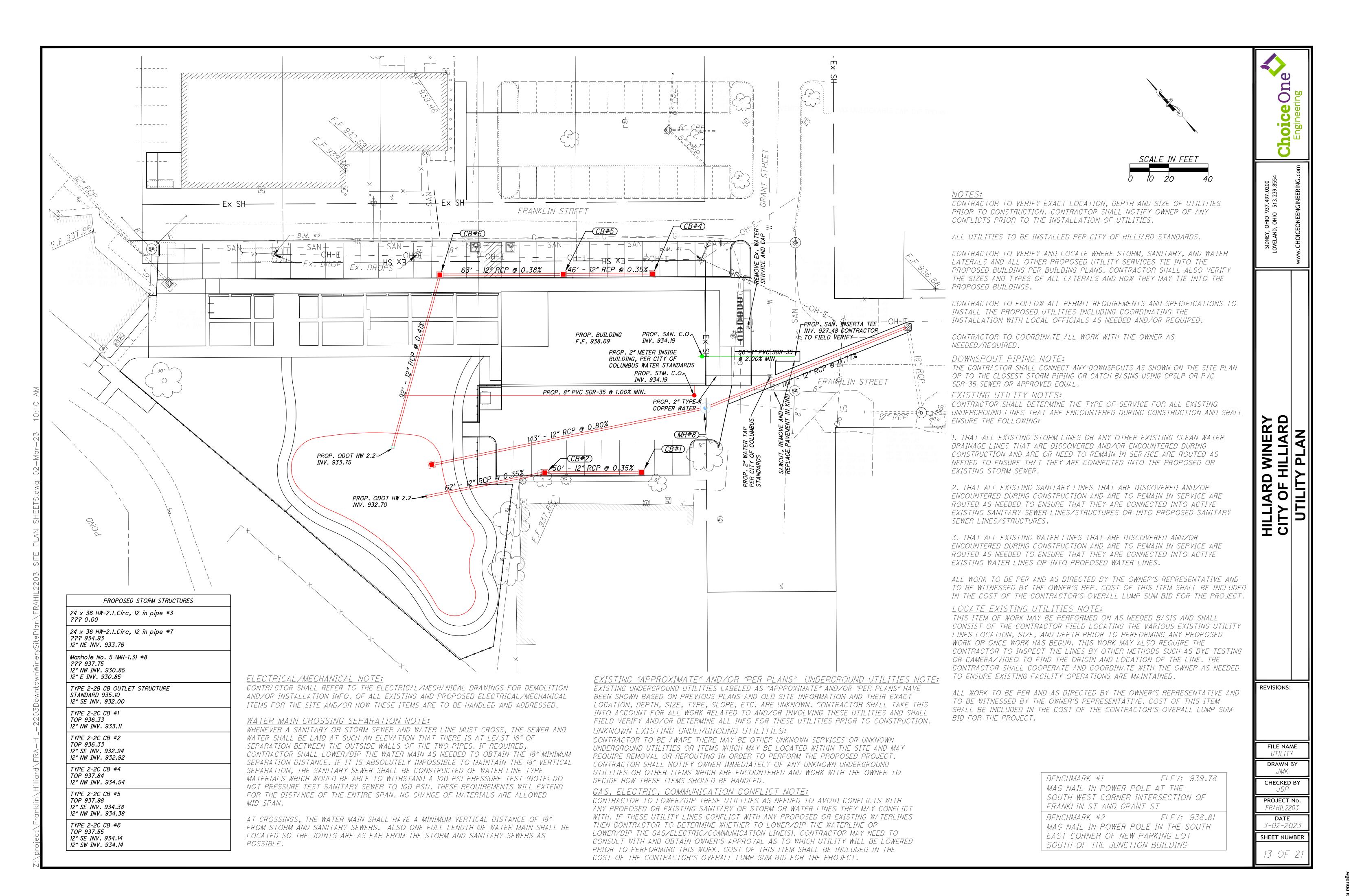


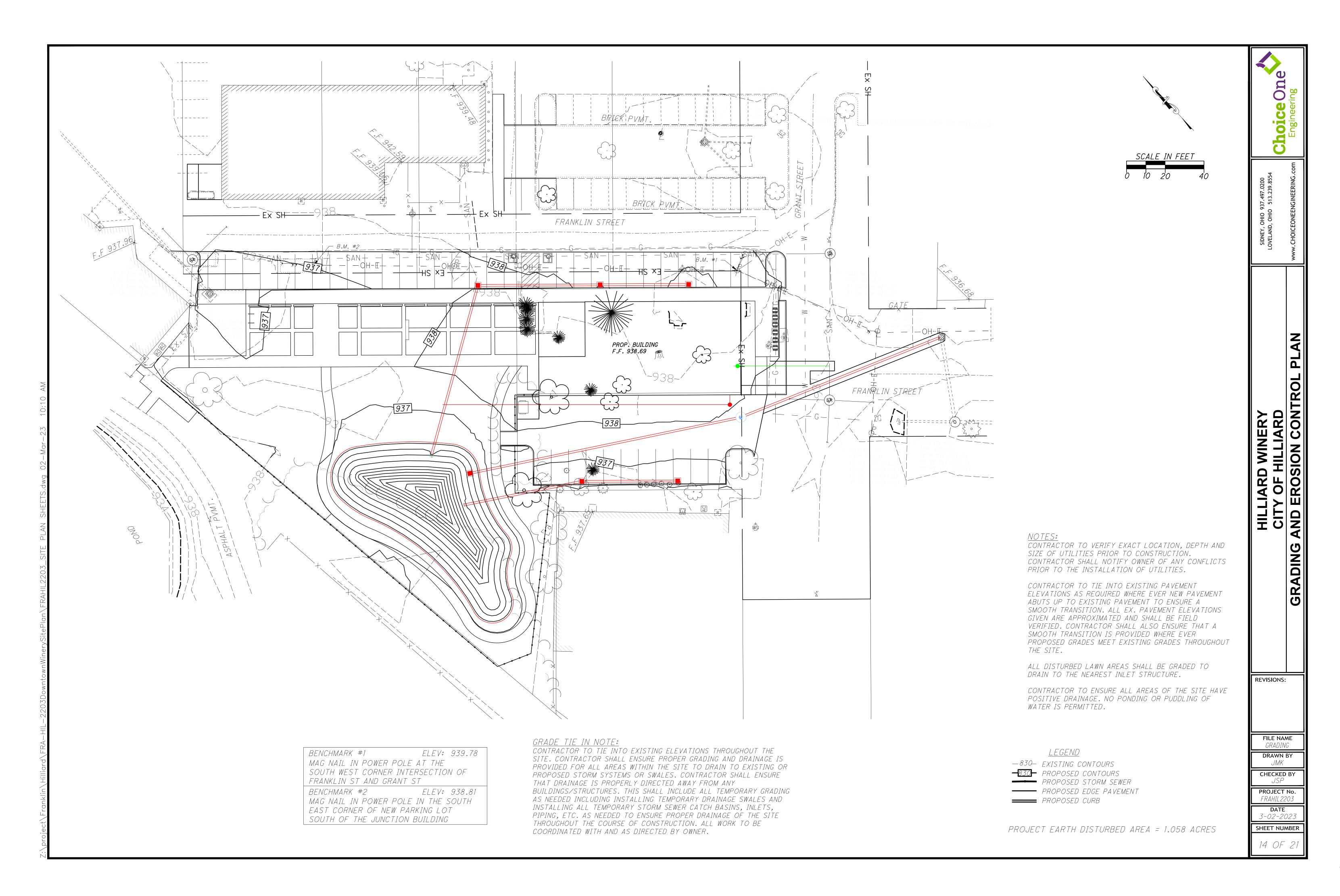




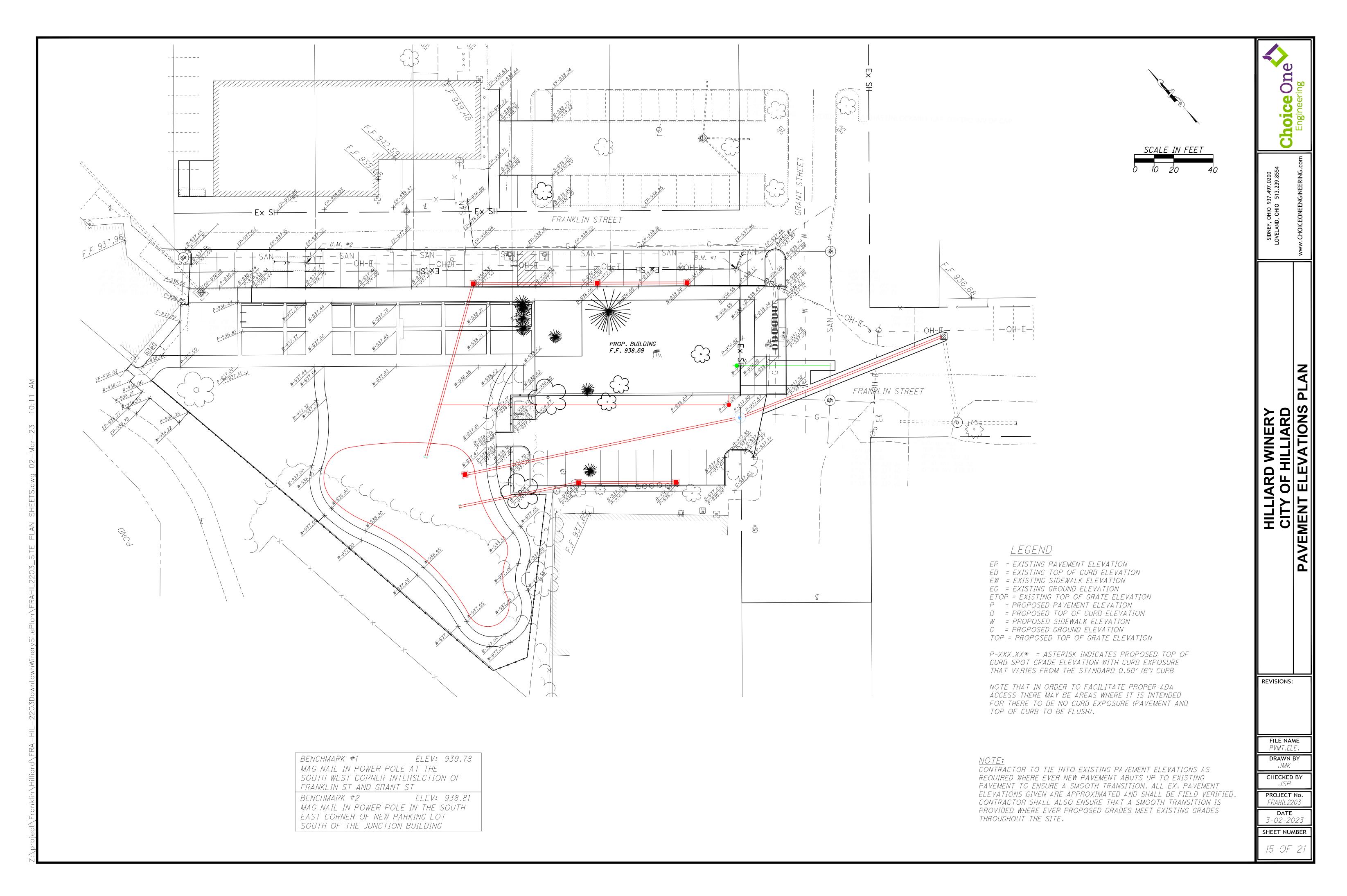


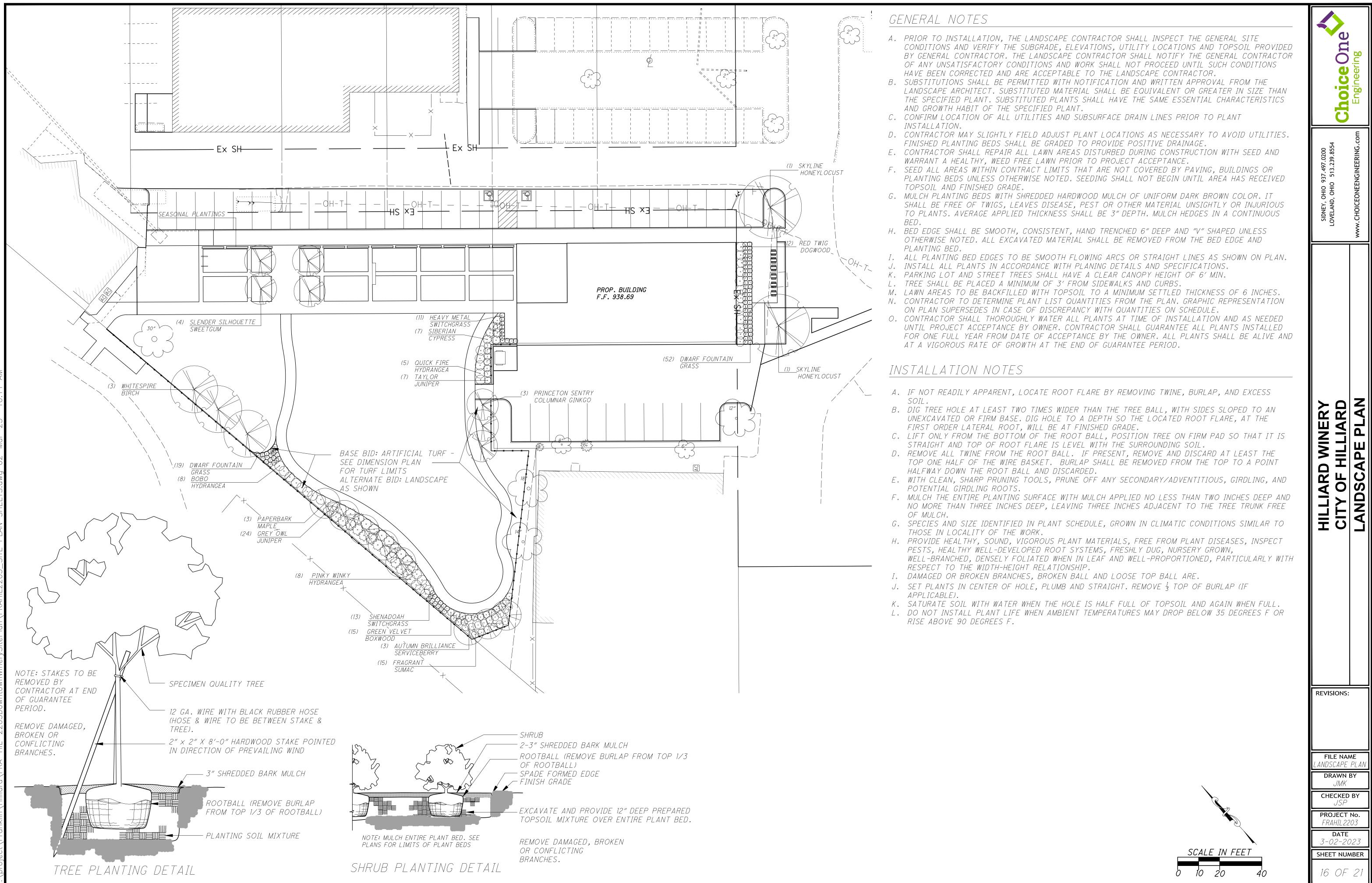
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Agenda Item B.5





PROJECT No. FRAHII 220. SHEET NUMBER

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# HILLIARD WINERY-SWPPP

# CITY OF HILLIARD

# FRANKLIN COUNTY, OHIO

SWPPP TITLE SHEET 18-20 SWPPP GENERAL EROSION CONTROL NOTES AND DETAILS SWPPP SITE EROSION CONTROL PLAN 21

# CONTACT INFORMATION

FACILITY SITE LOCATION: 4071 GRANT STREET, HILLIARD, OH 43026 OWNER: REVIVAL ARCHITECTURE, GRACE LINK, 117 E. COURT AVENUE, BELLEFONTAINE, OHIO 43311 SWPPP CONTACT/CONTRACTOR CONTACT - TBD

# SWPPP AND INSPECTION REPORTS LOCATION

NOTE: THE SWPPP AND INSPECTION REPORTS WILL BE KEPT ON-SITE IN THE JOB TRAILER/FOREMAN'S PICK-UP.

# WASTE DISPOSAL NOTE

CONTAINERS (e.g. DUMPSTERS, DRUMS) MUST BE AVAILABLE FOR THE DISPOSAL OF DEBRIS, TRASH, HAZARDOUS MATERIAL AND PETROLEUM WASTES. ALL CONTAINERS MUST BE COVERED AND LEAK-PROOF.

# CLEAN HARD FILL NOTE

NO CLEAN CONSTRUCTION WASTES SHALL BE DISPOSED OF INTO THE PROPERTY.

# FUELING AND STAGING NOTE

CONTRACTOR'S STAGING AND STORAGE AREA WILL BE LOCATED WITHIN CONSTRUCTION LIMITS OF THE PROJECT. FUEL TANKS AND OTHER HAZARDOUS MATERIALS TO BE SAFELY STORED, PROTECTED, AND PROPERLY HANDLED BY CONTRACTOR. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO ENSURE NO POLLUTANTS FROM THE STAGING/STORAGE AREA LEAVE THE SITE OR ENTER ADJACENT SURFACE WATERS OR THE STORM SYSTEM. CONTRACTOR SHALL CLEAN UP AND PROPERLY DISPOSE OF ANY WASTE MATERIALS.

CONTRACTOR'S SHALL LOCATE SOIL STOCKPILE AREAS WITHIN THE PROJECT AREA SO AS NOT TO BE WITHIN THE IMMEDIATE PROXIMITY OF ANY SURFACE WATERS OR STORM INLET STRUCTURES. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO ENSURE NO POLLUTANTS FROM THE STOCKPILE AREA LEAVE THE SITE OR ENTER ADJACENT FILTER FABRIC FENCE AROUND STOCKPILE, TEMPORARILY COVERING THE STOCKPILE AND/OR TEMPORARILY SEEDING

# DEWATERING NOTE

PUMPING OF SEDIMENT LADEN WATER FROM TRENCHES OR ANY OTHER EXCAVATIONS DIRECTLY INTO ANY SURFACE WATERS, DITCH OR STREAM CORRIDORS, ANY WETLANDS OR STORM SEWERS IS PROHIBITED. ALL SUCH WATER SHALL BE PROPERLY FILTERED OR SETTLED TO REMOVE SOIL PARTICLES PRIOR TO ITS RELEASE. IF AN AREA OF THE SITE FOR ALL BMP'S INSTALLED, ENSURE THAT THE PONDING OF WATER BEHIND THE BMP WILL OR TRENCH NEEDS DEWATERED. IT SHOULD BE PUMPED FROM A SUMP PIT WITH A SOCK FILTER OR OTHER TYPE OF FILTERING DEVICE ON THE DISCHARGE OF THE HOSE. DO NOT ALLOW DISCHARGED WATER TO PASS OVER DISTURBED GROUND. IF THE DISCHARGE WATER IS BEING PUMPED INTO A SEDIMENT POND THEN NO FILTER IS REQUIRED AT THE END OF THE HOSE. IF THE GROUNDWATER MUST BE LOWERED. THE WATER MAY BE FREELY DISCHARGED AS LONG AS THE WATER REMAINS CLEAN. DO NOT CO-MINGLE CLEAN GROUND WATER WITH SEDIMENT LADEN WATER OR DISCHARGE IT BY ALLOWING IT TO PASS OVER DISTURBED GROUND.

# LOG/DOCUMENTATION SHEETS

AS PART OF THE SWPPP, THE CONTRACTOR SHALL MAINTAIN LOG/DOCUMENTATION SHEETS FOR THE FOLLOWING: 1) A SIGNATURE LOG CONTAINING THE SIGNATURES OF ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED IN THE IMPLEMENTATION OF THE SWPPP AS PROOF ACKNOWLEDGING THAT THEY REVIEWED AND UNDERSTAND THE CONDITIONS AND RESPONSIBILITIES OF THE SWPPP.

2) A GRADING AND STABILIZATION LOG DOCUMENTING THE PROJECTS GRADING AND STABILIZATION ACTIVITIES AND 3) A SWPPP AMENDMENT LOG DOCUMENTING CHANGES/AMENDMENTS TO THE SWPPP, WHICH OCCUR AFTER CONSTRUCTION ACTIVITIES COMMENCE.

# Choice One Engineering

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**MARCH 2, 2023** 

**VICINITY MAP** 

Museum of vintage TV equipment

Lawn Equipment

Hilliard Civic & Cultura

Arts Center (HCCAC)

of Columbus

Lee's Caterin

THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED FOR REVIVAL DESIGN ENGAGED IN SITE WORK ON THE SITE. CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS, INSTALLATION STORMWATER AND EROSION CONTROL REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH STORM WATER POLLUTION PREVENTION REQUIREMENTS. REVIVAL DESIGN AND THE SELECTED CONTRACTOR SHALL BE THE RESPONSIBLE PARTY IN CHARGE OF THE SWPPP AND ASSOCIATED BMP'S.

SITE DATA LOCATION SOIL TYPES\_\_\_\_\_CROSBY-URBAN LAND COMPLEX SOILS EARTH DISTURBED AREA\_\_\_\_\_\_1.05 ACRES PROPOSED IMPERVIOUS AREA ADDED:\_\_\_\_\_O.45 ACRES PRE-CONSTRUCTION RUNOFF COEFFICIENT:\_\_\_0.45 POST-CONSTRUCTION RUNOFF COEFFICIENT:\_\_\_0.60 DESCRIPTION OF PRIOR LAND USE\_\_\_\_\_RESIDENTIAL

EXISTING QUALITY OF DISCHARGE FROM SITE\_\_\_UNTREATED MIXED RUNOFF IMMEDIATE RECEIVING WATERS:\_\_\_\_ON-SITE RETENTION BASIN SUBSEQUENT RECEIVING WATERS:\_\_\_\_CITY STORM SEWER

LATITUDE 40.034837° LONGITUDE -83.162349°

# WATERS EDGE NOTE

ALL MATERIAL AND EQUIPMENT STAGING OR STORAGE AREAS, DEWATERING AREAS, CONCRETE TRUCK WASH OUT AREAS, CONSTRUCTION ACCESS LOCATIONS, AND VEHICLE FUELING AND REFUELING LOCATIONS MUST BE LOCATED A MINIMUM OF 100' FROM ANY CREEK/RIVER/STREAM WATERS EDGE.

# CLEAN STORM SYSTEM NOTE

IMMEDIATELY PRIOR TO FINAL COMPLETION OF THE PROJECT, CONTRACTOR SHALL ENSURE THE ENTIRE STORM SYSTEM, INCLUDING BUT NOT LIMITED TO, THE DETENTION/RETENTION BASIN(S), CATCH BASINS, MANHOLES, PIPING, UNDERDRAINS AND UNDERDRAIN TRENCHES ARE FREE FROM SEDIMENTATION AND OTHER POLLUTANTS AND FOREIGN MATERIALS AND ARE TO BE CLEANED AS NEEDED TO ENSURE MAXIMUM STORMWATER QUALITY AND FULL FUNCTIONALITY.

# OFFSITE CONSTRUCTION ACTIVITIES

IT IS EXPECTED ALL CONSTRUCTION ACTIVITIES WILL TAKE PLACE ON SITE.

# SPILL REPORTING REQUIREMENTS

IN THE EVENT OF A SMALL RELEASE (LESS THAN 25 GALLONS) OF PETROLEUM WASTE, SPECIAL HANDING PROCEDURES MUST BE USED. IN THE EVENT OF A LARGE RELEASE (25 GALLONS OR MORE) OF PETROLEUM WASTE, YOU MUST CONTACT THE OHIO EPA (AT 1-800-282-9378), THE LOCAL FIRE DEPARTMENT, AND THE LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) WITHIN 30 MINUTES OF A SPILL OF 25 OR MORE GALLONS.

# VEHICLE FUELING

VEHICLE FUELING AND MAINTENANCE WILL BE PERFORMED VIA A SMALL REFUEL TANK ON THE BACK OF A PICK-UP TRUCK.

# OPEN BURNING NOTE

OPEN BURNING IS NOT PERMITTED IN THE CORPORATION LIMIT.

# PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE CONSTRUCTION A NEW BUILDING AND ASSOCIATED DRIVES AND PARKING. SITE WORK TO INCLUDE STORM SEWER, SANITARY SEWER, WATER, SITE GRADING, PAVEMENT WORK AND BUILDING CONSTRUCTION.

## PROJECT WORK CONSTRUCTION DATES START: SPRING 2023

ESTIMATED COMPLETION: FALL 2023

- ENTERING ANY STORM SYSTEM, ADJACENT DITCHES, STREAMS ETC. IF STORMWATER RUNOFF CONTAINING SEDIMENTS IS FOUND TO BE LEAVING THE PROJECT SITE IN AN AREA WHERE NO BMP/CONTROL MEASURE IS SHOWN OR IN PLACE, CONTRACTOR SHALL IMMEDIATELY INSTALL THE APPROPRIATE BMP/CONTROL MEASURE AS NEEDED TO REMEDY THE SITUATION (TYP. INLET PROTECTION, FILTER FABRIC FENCE, ETC.).
- B. INSTALL INLET PROTECTION ON ALL STORM INLET STRUCTURES (YARD DRAINS, CATCH BASINS, MANHOLES WITH GRATED LIDS, ETC.) AND TO ANY EXISTING STORM STRUCTURES WITHIN THE PROJECT AREA WHICH MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE AS NEEDED. INLET PROTECTION MAY CONSIST OF DEVICES SUCH AS SEDCAGE (WWW.SEDCATCH.COM), DANDY BAGS, SEDIGUARD FILTERS, FLEXSTORM INLET FILTERS, SEDIMENT FENCE OR OTHER DEVICES WHICH ARE EFFECTIVE AT MINIMIZING THE AMOUNT OF SEDIMENT ENTERING THE STRUCTURE.
- C. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATELY CLEANING UP ANY MUD, DIRT AND DEBRIS WHICH IS TRACKED OR SPILLED ONTO THE ROADWAYS.
- D. PRE CONSTRUCTION CONTRACTOR IS RESPONSIBLE TO INSTALL A CONSTRUCTION ENTRANCE AS NEEDED TO MINIMIZE ANY MUD, DIRT AND DEBRIS TRACKED ONTO THE
- E. DURING CONSTRUCTION THE CONTRACTOR MUST MAINTAIN EROSION CONTROL UNTIL AREA IS STABILIZED INCLUDING TEMPORARY SEEDING AS NEEDED. CONTRACTOR SHALL TEMPORARYILY SEED ALL CRITICAL EXPOSED SLOPES TO MINIMIZE SEDIMENT RUNOFF.
- F. FINAL/POST CONSTRUCTION CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. CONTRACTOR SHALL ENSURE GRASS IS PERMANENTLY AND PROPERLY ESTABLISHED IN ALL AREAS WHERE GRASS IS SPECIFIED. ALL SEDIMENT AND EROSION CONTROL STRUCTURES, INCLUDING SEDIMENT FENCE, SHALL REMAIN IN PLACE UNTIL GRASS IS IN PLACE AND SITE IS STABILIZED. ONCE SITE IS STABILIZED AND ALL CONSTRUCTION IS COMPLETE, ALL SEDIMENT FENCE, INLET PROTECTION AND ANY OTHER TEMPORARY BMP'S SHALL BE REMOVED FROM THE SITE.

NOT DAMAGE PROPERTY OR POSE A SAFETY THREAT. IF PERIODIC INSPECTIONS OR OTHER INFORMATION INDICATES A CONTROL MEASURE/BMP HAS BEEN USED INAPPROPRIATELY, THE CONTRACTOR MUST REPLACE AND ADJUST THE CONTROL/BMP TO MEET SITE CONDITIONS AS REQUIRED. THE CONTRACTOR SHALL ADJUST THE SWPPP AND ITS CONTROLS/BMPS AND THEIR QUANTITIES TO MEET FIELD CONDITIONS AND THE OHIO EPA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION ACTIVITIES GENERAL PERMIT.

# MAINTENANCE NOTE

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO ENSURE ALL TEMPORARY AND PERMANENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL SEDIMENT CONTROL PRACTICES MUST BE MAINTAINED IN A FUNCTIONAL CONDITION UNTIL ALL UP-SLOPE AREAS THEY CONTROL ARE PERMANENTLY STABILIZED. THE SWP3 SHALL BE DESIGNED TO MINIMIZE MAINTENANCE REQUIREMENTS. THE APPLICANT SHALL PROVIDE A DESCRIPTION OF MAINTENANCE PROCEDURES NEEDED TO ENSURE THE CONTINUED PERFORMANCE OF CONTROL PRACTICES.

# SWPPP AND INSPECTION AVAILABILITY AND UPDATES NOTE

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO ENSURE THE IMMEDIATE AVAILABILITY OF THE SWPPP AND INSPECTION REPORTS ON-SITE. THE CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE TO PERFORM AND DOCUMENT ALL REQUIRED SWPPP INSPECTIONS AND ALL UPDATES AND AMENDMENTS TO THE SWPPP.

# DOCUMENTATION AND GOVERNMENT INSPECTION

CONTRACTOR(S) SHALL PROVIDE THE OWNER'S REPRESENTATIVE A WRITTEN COPY OF THEIR CO-PERMITTEE APPLICATION AND ANY OTHER DOCUMENTATION THE CONTRACTOR(S) MAY SEND OR RECEIVE FROM THE OEPA OR ANY OTHER GOVERNING AUTHORITIES.

IF AN INSPECTOR OR REPRESENTATIVE FROM THE OEPA OR ANY OTHER GOVERNING AUTHORITY IS ON-SITE, THE CONTRACTOR SHALL IMMEDIATELY CONTACT AND NOTIFY THE OWNER'S REPRESENTATIVE.

THE CONTRACTOR OR ITS APPOINTED REPRESENTATIVES WILL ASSUME RESPONSIBILITY FOR INSTALLATION, INSPECTION AND MAINTENANCE OF ALL SOIL EROSION CONTROL MEASURES DURING CONSTRUCTION. THE INSTALLATION OF THE SOIL EROSION CONTROL MEASURES WILL BE PRIOR TO ANY GRADING OR EARTHWORK:

4-1. SILT FENCE AND INLET PROTECTION (ON EX. STORM STRUCTURES) TO BE INSTALLED AS SHOWN ON SWPPP INSTALL CONSTRUCTION ENTRANCE(S) IF NEEDED AS SHOWN ON SWPPP. INSTALLATION OF ALL OTHER EROSION AND SEDIMENT CONTROL MEASURES, E.G. ROCK CHECK DAMS, CONCRETE WASHOUT PIT, SEDIMENT BASIN, ETC. PERFORM ROUGH GRADING, INSTALL UTILITIES, BUILDINGS, PAVEMENT:

-1. CLEAR AND GRUB AREA AS NEEDED -2. PERFORM SITE GRADING. INSTALL BUILDING(S)

3-3. INSTALL SANITARY, STORM, WATER LINES, OTHER UTILITIES, GRAVEL BASE, AND CURB AND GUTTER, AS PER PLAN(S), INSTALL INLET PROTECTION ON ALL PROPOSED STORM INLET STRUCTURES AS INDICATED ON THE PLANS AS SOON AS THEY ARE INSTALLED. B-4 PERFORM TEMPORARY SEEDING AS NEEDED ON ANY DISTURBED AREAS PER THE TIME REQUIREMENTS FOR TEMPORARY SEEDING SPECIFIED ON THIS DRAWING.

B-5 INSTALL PAVEMENT. PERFORM FINAL GRADING:

-1. PLACE TOPSOIL AND PERFORM FINAL RAKING AND GRADING ON ALL DISTURBED AREAS. ?. ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED (SEEDED AND/OR MULCHED)

CLEAN UP SITE, AND ONCE SITE HAS REACHED FINAL STABILIZATION REMOVE ALL TEMPORARY BMP'S NOTES: A) CARE WILL BE TAKEN NOT TO DISTURB ANY EXISTING NATURAL VEGETATION NOT INVOLVED IN THE CONSTRUCTION PROCESS, WHENEVER POSSIBLE. B) TIMELY INSPECTIONS OF THE EROSION CONTROL MEASURES WILL BE MADE, BY THE CONTRACTOR, EVERY 7 DAYS, AND/OR AFTER ANY RAINFALL OF AT LEAST 1/2" IN A 24-HOUR PERIOD. REPORTS MUST BE KEPT ÓN-SITE AND SUPPLIED TO THE GOVERNING AUTHORITY IF REQUESTED.

A. THE SITE WILL BE INSPECTED PER OHIO EPA PERMIT No. OHCO00005:

INSPECTIONS. THE PERMITTEE SHALL ASSIGN 1/32QUALIFIED INSPECTION PERSONNEL 1/32 TO CONDUCT INSPECTIONS TO ENSURE THAT THE CONTROL PRACTICES ARE FUNCTIONAL AND TO EVALUATE WHETHER THE SWP3 IS ADEQUATE AND PROPERLY IMPLEMENTED IN ACCORDANCE WITH THE SCHEDULE PROPOSED IN PART III.G.1.G OF THE OHCOOOOO5 PERMIT OR WHETHER ADDITIONAL CONTROL MEASURES ARE REQUIRED. AT A MINIMUM, PROCEDURES IN A SWP3 SHALL PROVIDE THAT ALL CONTROLS ON THE SITE ARE INSPECTED \* AFTER ANY STORM EVENT GREATER THAN ONE-HALF INCH OF RAIN PER 24-HOUR PERIOD BY THE END OF THE NEXT CALENDAR DAY, EXCLUDING WEEKENDS AND HOLIDAYS UNLESS WORK IS SCHEDULED; AND \* ONCE EVERY SEVEN CALENDAR DAYS.

THE INSPECTION FREQUENCY MAY BE REDUCED TO AT LEAST ONCE EVERY MONTH FOR DORMANT SITES IF:

\* THE ENTIRE SITE IS TEMPORARILY STABILIZED OR \* RUNOFF IS UNLIKELY DUE TO WEATHER CONDITIONS FOR EXTENDED PERIODS OF TIME (E.G. SITE IS COVERED WITH SNOW, ICE, OR THE GROUND IS FROZEN).

THE BEGINNING AND ENDING DATES OF ANY REDUCED INSPECTION FREQUENCY SHALL BE DOCUMENTED IN THE SWP3. ONCE A DEFINABLE AREA HAS ACHIEVED FINAL STABILIZATION, THE AREA MAY BE MARKED ON THE SWP3 AND NO FURTHER INSPECTION REQUIREMENTS SHALL APPLY TO THAT PORTION OF THE SITE.

FOLLOWING EACH INSPECTION, A CHECKLIST MUST BE COMPLETED AND SIGNED BY THE QUALIFIED INSPECTION PERSONNEL REPRESENTATIVE. AT A MINIMUM, THE INSPECTION REPORT SHALL INCLUDE:

THE INSPECTION DATE; NAMES, TITLES, AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION;

WEATHER INFORMATION FOR THE PERIOD SINCE THE LAST INSPECTION (OR SINCE COMMENCEMENT OF CONSTRUCTION ACTIVITY IF THE IRST INSPECTION) INCLUDING A BEST ESTIMATE OF THE BEGINNING OF EACH STORM EVENT, DURATION OF EACH STORM EVENT, APPROXIMATE AMOUNT OF RAINFALL FOR EACH STORM EVENT (IN INCHES), AND WHETHER ANY DISCHARGES OCCURRED; v. WEATHER INFORMATION AND A DESCRIPTION OF ANY DISCHARGES OCCURRING AT THE TIME OF THE INSPECTION;

LOCATION(S) OF DISCHARGES OF SEDIMENT OR OTHER POLLUTANTS FROM THE SITE; LOCATION(S) OF BMPS THAT NEED TO BE MAINTAINED;

vii. LOCATION(S) OF BMPS THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION; viii. LOCATION(S) WHERE ADDITIONAL BMPS ARE NEEDED THAT DID NOT EXIST AT THE TIME OF INSPECTION; AND

i imes . CORRECTIVE ACTION REQUIRED INCLUDING ANY CHANGES TO THE SWP3 NECESSARY AND IMPLEMENTATION DATES.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF OR THE POTENTIAL FOR POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE SWP3 SHALL BE OBSERVED TO ENSURE THAT THOSE ARE OPERATING CORRECTLY. DISCHARGE LOCATIONS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO THE RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE VEHICLE

THE PERMITTEE SHALL MAINTAIN FOR THREE YEARS FOLLOWING THE SUBMITTAL OF A NOTICE OF TERMINATION FORM, A RECORD SUMMARIZING THE RESULTS OF THE INSPECTION, NAMES(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE SWP3 AND A CERTIFICATION AS TO WHETHER THE FACILITY IS IN COMPLIANCE WITH THE SWP3 AND THE PERMIT AND IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE. THE RECORD AND CERTIFICATION SHALL BE SIGNED IN ACCORDANCE WITH PART V.G. OF THIS PERMIT.

WHEN PRACTICES REQUIRE REPAIR OR MAINTENANCE. IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE IS IN NEED OF REPAIR OR MAINTENANCE, WITH THE EXCEPTION OF A SEDIMENT SETTLING POND, IT SHALL BE REPAIRED OR MAINTAINED WITHIN 3 DAYS OF THE INSPECTION. SEDIMENT SETTLING PONDS SHALL BE REPAIRED OR MAINTAINED WITHIN 10 DAYS OF THE INSPECTION.

WHEN PRACTICES FAIL TO PROVIDE THEIR INTENDED FUNCTION. IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE FAILS TO PERFORM ITS INTENDED FUNCTION AND THAT ANOTHER, MORE APPROPRIATE CONTROL PRACTICE IS REQUIRED, THE SWP3 SHALL BE AMENDED AND THE NEW CONTROL PRACTICE SHALL BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION.

WHEN PRACTICES DEPICTED ON THE SWP3 ARE NOT INSTALLED. IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE HAS NOT BEEN IMPLEMENTED IN ACCORDANCE WITH THE SCHEDULE CONTAINED IN PART III.C.1.H OF THIS PERMIT, THE CONTROL PRACTICE SHALL BE IMPLEMENTED WITHIN 10 DAYS FROM THE DATE OF THE INSPECTION. IF THE INSPECTION REVEALS THAT THE PLANNED CONTROL PRACTICE IS NOT NEEDED, THE RECORD SHALL CONTAIN A STATEMENT OF EXPLANATION AS TO WHY THE CONTROL PRACTICE IS NOT NEEDED.

B. VEGETATIVE PLANTINGS - SPRING PLANTINGS WILL BE CHECKED DURING SUMMER OR EARLY FALL . REPAIRS - ANY EROSION CONTROL MEASURES, STRUCTURAL MEASURES, OR OTHER RELATED ITEMS IN NEED OF REPAIR WILL BE MADE D. MOWING - DRAINAGE WAYS, DITCHES, AND OTHER AREAS THAT SUPPORT A DESIGNED FLOW OF WATER WILL BE MOWED REGULARLY TO . FERTILIZATION - SEEDED AREAS WHERE THE SEED HAS NOT PRODUCED A GOOD COVER WILL BE INSPECTED AND FERTILIZED AS

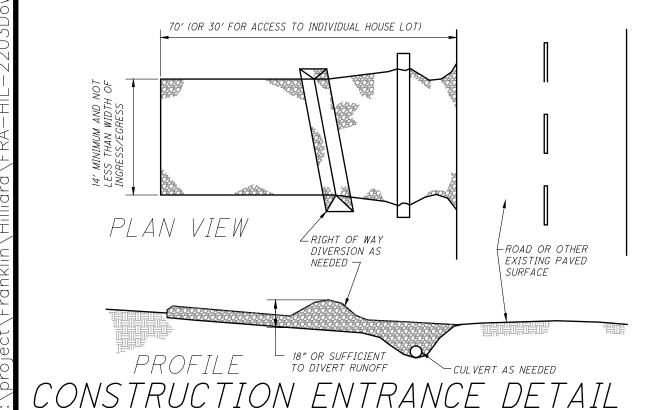
CONSTRUCTION ENTRANCE

STONE SIZE - 2" STONE SHALL BE USED, OR RECYCLED CONCRETE EQUIVALENT. LENGTH - THE CONSTRUCTION ENTRANCÉ SHALL BE AS LONG AS REQUIRED TO STABILIZE HIGH TRAFFIC AREAS, BUT NOT LESS THAN ' (EXCEPT ON SINGLE RESIDENCE LOT WHERE A 30' MINIMUM LENGTH APPLIES). THICKNESS - THE STONE LAYER SHALL BE AT LEAST 6" THICK.

WIDTH - THE ENTRANCE SHALL BE AT LEAST 10' WIDE, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS BEDDING - A GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING STONE. IT SHALL HAVE A GRAB TENSILE TRENGTH OF AT LEAST 200 LBS. AND A MULLEN BURST STRENGTH OF AT LEAST 190 LBS. CULVERT - A PIPE OR CULVERT SHALL BE CONSTRUCTED UNDER THE ENTRANCE, IF NEEDED, TO PREVENT SURFACE WATER FLOWING across the entrance from being directed out onto paved surfaces (if drive is placed across a ditch) WATER BAR - A WATER BAR SHALL BE CONSTRUCTED AS PART OF THE CONSTRUCTION ENTRANCE, IF NEEDED TO PREVENT SURFACE runoff from flowing the length of the construction entrance and out onto paved surfaces (if drive is placed on a slope) MAINTENANCE - TOP DRESSING OF ADDITIONAL STONE SHALL BE APPLIED AS CONDITIONS DEMAND. MUD SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC ROADS, OR ANY SURFACE WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, SHALL BE REMOVED

IMMEDIATELY. REMOVAL SHALL BE ACCOMPLISHED BY SCRAPING OR SWEEPING CONSTRUCTION ENTRANCE SHALL NOT BE RELIED UPON TO REMOVE MUD FROM VEHICLES AND PREVENT OFFSITE TRACKING. VEHICLES THAT ENTER AND LEAVE THE CONSTRUCTION SITE SHALL BE RESTRICTED FROM MUDDY AREAS. CONSTRUCTION ENTRANCES ARE INSTALLED TO MINIMIZE OFFSITE TRACKING OF SEDIMENTS. A STONE ACCESS DRIVE SHOULD BE INSTALLED AT EVERY POINT WHERE VEHICLES ENTER OR EXIT THE SITE. EVERY INDIVIDUAL LOT SHOULD ALSO HAVE ITS OWN DRIVE ONCE CONSTRUCTION ON THE LOT BEGINS

NOTE: ALTERNATIVE STABILIZATION METHODS FOR CONSTRUCTION ENTRANCE/EXIT SUCH AS MANUFACTURED STEEL PLATES, GRID PLATES, ETC. OR STEEL PIPES/GRATINGS WILL ALSO BE CONSIDERED BUT WILL REQUIRE WRITTEN APPROVAL FROM THE OWNER PRIOR TO THE USE OF SUCH ALTERNATIVE METHODS AS ON-SITE CONSTRUCTION ENTRANCES/EXIT. ANY PROPOSED ALTERNATIVE METHODS SHALL SHALL BE SHOWN TO EFFECTIVELY REMOVE MUD AND DEBRIS FROM VEHICLE WHEELS PRIOR TO EXITING THE SITE.



NON-SEDIMENT POLLUTION CONTROL

A. CONSTRUCTION PERSONNEL. INCLUDING SUBCONTRACTORS WHO MAY USE OR HANDLE HAZARDOUS OR TOXIC MATERIALS, SHALL BE MADE AWARE OF THE FOLLOWING GENERAL GUIDELINES:

DISPOSAL AND HANDLING OF HAZARDOUS AND OTHER CONSTRUCTION WASTE

\* PREVENT SPILLS \* USE PRODUCTS UP

\* FOLLOW LABEL DIRECTIONS FOR DISPOSAL \* REMOVE LIDS FROM EMPTY BOTTLES AND CANS WHEN DISPOSING IN TRASH \* RECYCLE WASTE WHENEVER POSSIBLE

\* DON'T POUR INTO WATERWAYS, STORM DRAINS, OR ONTO THE GROUND \* DON'T POUR DOWN THE SINK, FLOOR DRAIN, OR SEPTIC TANKS \* DON'T BURY CHEMICALS OR CONTAINERS

\* DON'T BURN CHEMICALS OR CONTAINERS \* DON'T MIX CHEMICALS TOGETHER

B. CONTAINERS SHALL BE PROVIDED FOR COLLECTION OF ALL WASTE MATERIAL INCLUDING CONSTRUCTION DEBRIS, TRASH, PETROLEUM, AND ANY HAZARDOUS MATERIALS TO BE USED ON SITE. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THAT MATERIAL.

C. NO WASTE MATERIALS SHALL BE BURIED ON SITE. SITE PERSONNEL, INCLUDING SUBCONTRACTORS, SHALL BE NOTIFIED THAT NO CONSTRUCTION-RELATED MATERIALS ARE TO BE BURIED ON SITE.

D. MIXING, PUMPING, TRANSFERRING, OR OTHERWISE HANDLING CONSTRUCTION CHEMICALS SUCH AS FERTILIZER, LIME. ASPHALT. CONCRETE DRYING COMPOUNDS, AND ALL OTHER POTENTIALLY HAZARDOUS MATERIALS SHALL BE PERFORMED IN AN AREA AWAY FROM ANY WATERCOURSE, DITCH, OR STORM DRAIN.

OR STORM DRAINS, IN AN AREA DESIGNATED FOR THAT PURPOSE. THE DESIGNATED AREA SHALL BE EQUIPPED FOR RECYCLING OIL AND CATCHING SPILLS.

E. EQUIPMENT FUELING AND MAINTENANCE, OIL CHANGING, ETC., SHALL BE PERFORMED AWAY FROM WATERCOURSES, DITCHES,

F. CONCRETE WASH WATER SHALL NOT BE ALLOWED TO FLOW TO STREAMS, DITCHES, STORM DRAINS, OR ANY OTHER WATER CONVEYANCE. A SUMP OR PIT SHALL BE CONSTRUCTED IF NEEDED TO CONTAIN CONCRETE WASH WATER.

G. IF HAZARDOUS SUBSTANCES SUCH AS OIL, DIESEL FUEL, HYDRAULIC FLUID, ANTIFREEZE, ETC. ARE SPILLED, LEAKED, OR RELEASED ONTO THE SOIL, THE SOIL SHOULD BE DUG UP AND DISPOSED OF WITH THE TRASH AT A LICENSED SANITARY LANDFILL (NOT A CONSTRUCTION/DEMOLITION DEBRIS LANDFILL). SPILLS ON PAVEMENT SHALL BE ABSORBED WITH SAWDUST OR KITTY LITTER AND DISPOSED OF WITH THE TRASH AT A LICENSED SANITARY LANDFILL. HAZARDOUS OR INDUSTRIAL WASTES SUCH AS MOST SOLVENTS, GASOLINE, OIL-BASED PAINTS, AND CEMENT CURING COMPOUNDS REQUIRE SPECIAL HANDLING. CONTACT OHIO EPA (1-800-282-9378),

H. SPILLS OF 25 GAL. OR MORE OF PETROLEUM PRODUCTS SHALL BE REPORTED TO OHIO EPA (1-800-282-9378), THE LOCAL FIRE DEPARTMENT, AND THE LOCAL EMERGENCY PLANNING COMMITTEE WITHIN 30 MIN, OF THE DISCOVERY OF THE RELEASE. I. STREETS NEED TO BE SWEPT AS OFTEN AS NECESSARY TO KEEP THEM CLEAN AND FREE FROM SEDIMENT. SEDIMENT TO BE SWEPT BACK ONTO THE LOT - NOT DOWN THE STORM SEWER.

J. STOCKPILES OF SOIL AND OTHER MATERIALS SHALL BE STORED AWAY FROM WATERCOURSES, DITCHES, OR STORM DRAINS, AND SHALL HAVE EROSION CONTROL MATERIALS PLACED AROUND THEM.

K. ALL STREAM CROSSINGS SHALL BE CONSTRUCTED ENTIRELY OF NON-ERODIBLE MATERIAL.

PROCESS WASTEWATER/LEACHATE MANAGEMENT NOTE ALL PROCESS WASTEWATERS (e.g. EQUIPMENT WASHING, LEACHATE ASSOCIATED WITH ON-SITE WASTE DISPOSAL, AND CONCRETE WASH-OUTS) MUST BE COLLECTED AND DISPOSED OF PROPERLY (e.g. TO A PUBLICLY-OWNED TREATMENT WORKS). THE NPDES CONSTRUCTION STORM WATER GENERAL PERMIT ONLY AUTHORIZES THE DISCHARGE OF STORM WATER AND CERTAIN UNCONTAMINATED NON-STORM WATERS. THE DISCHARGE OF NON-STORM WATERS TO WATERS OF THE STATE MAY BE IN VIOLATION OF LOCAL, STATE, AND FEDERAL LAWS OR REGULATIONS.

HANDLING OF TOXIC OR HAZARDOUS MATERIALS NOTE NO SOLID. SANITARY. OR TOXIC WASTE IS TO BE DISPOSED OF ON THE PROJECT SITE. RECYCLING OF USED OR UNUSED HAZARDOUS MATERIALS SHALL NOT OCCUR ON SITE EITHER. AREAS DESIGNATED FOR CEMENT TRUCK WASHOUTS, AND VEHICLE FUELING SHALL NOT TAKE PLACE ON PARKING LOT BASE.

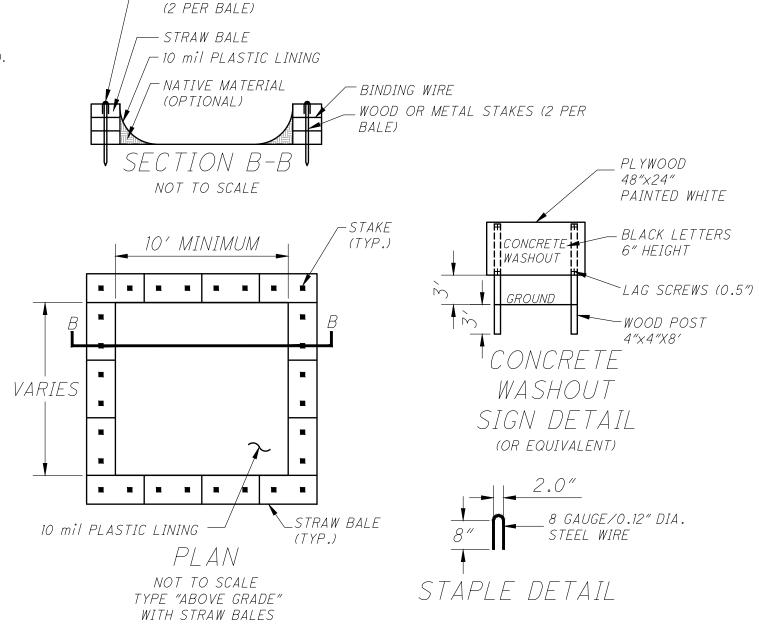
CONSTRUCTION CHEMICAL COMPOUNDS NOTE NO MIXING OR STORAGE OF CHEMICAL COMPOUNDS SUCH AS FERTILIZERS, LIME, ASPHALT, OR CONCRETE ARE PERMITTED TO TAKE PLACE ON-SITE. ALL MIXING SHALL TAKE PLACE BEFORE ENTERING THE SITE.

ALL CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) WASTE SHALL BE DISPOSED OF IN AN OHIO EPA APPROVED C&DD LANDFILL AS REQUIRED BY OHIO REVISED CODE (ORC) 3714. MATERIALS WHICH CONTAIN ASBESTOS MUST COMPLY WITH AIR POLLUTION REGULATIONS (SEE OHIO ADMINISTRATIVE CODE 3745-20).

SOILS CONTAMINATED BY PETROLEUM OR OTHER CHEMICAL SPILLS SHALL BE HANDLED AND DISPOSED OF PROPERLY. ALL CONTAMINATED SOILS MUST BE TREATED AND/OR DISPOSED OF IN AN OHIO EPA APPROVED SOLID WASTE MANAGEMENT FACILITY OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITY (TSDFs). IF CONTAMINATION HAPPENS TO OCCUR, TARPS ARE TO BE USED TO PREVENT STORM WATER FROM COMING INTO CONTACT WITH THE MATERIAL.

- STAPLES

CONCRETE WASHOUT OPERATIONS SHALL TAKE PLACE WITHIN THE PROPOSED PROJECT AREA UTILIZING THE CONTRACTOR'S PORTABLE CONCRETE WASHOUT CONTAINER OR WITHIN A BERMED/CONTAINED AREA. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO ENSURE WASHOUT MATERIAL DOES NOT LEAVE THE WASHOUT AREA OR ENTER THE STORM SYSTEM. CONTRACTOR SHALL CLEAN UP AND PROPERLY DISPOSE OF ALL LEFTOVER WASHOUT MATERIAL.



CONCRETE WASHOUT DETAIL

DUST CONTROL SHALL BE PROVIDED AS NEEDED TO PREVENT SEDIMENT FROM BECOMING AIRBORNE. MEASURES SHALL INCLUDE WATERING VIA A WATER TRUCK OR OTHER WATERING DEVICE AS NEEDED TO REDUCE AND/OR ELIMINATE AIRBORNE DUST CREATED BY CONSTRUCTION AND CONSTRUCTION RELATED ACTIVITIES.

CONSTRUCTION OF A FILTER BARRIER (SILT FENCE) A. SILT FENCE SHALL BE CONSTRUCTED BEFORE UPSLOPE LAND DISTURBANCE BEGINS.

ALL SILT FENCE SHALL BE PLACED AS CLOSE TO THE CONTOUR AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE AND SO THAT SMALL SWALES OR DEPRESSIONS WHICH MAY CARRY SMALL CONCENTRATED FLOWS TO THE SILT FENCE ARE DISSIPATED ALONG ITS LENGTH.

C. TO PREVENT WATER PONDED BY THE SILT FENCE FROM FLOWING AROUND THE ENDS, EACH END SHALL BE CONSTRUCTED UPSLOPE SO THAT THE ENDS ARE AT A HIGHER ELEVATION.

D. WHERE POSSIBLE, SILT FENCE SHALL BE PLACED ON THE FLATTEST AREA AVAILABLE.

WHERE POSSIBLE, VEGETATION SHALL BE PRESERVED FOR 5' (OR AS MUCH AS POSSIBLE) UPSLOPE FROM THE SILT FENCE. IF VEGETATION IS REMOVED, IT SHALL BE REESTABLISHED WITHIN 7 DAYS FROM THE INSTALLATION OF THE SILT FENCE.

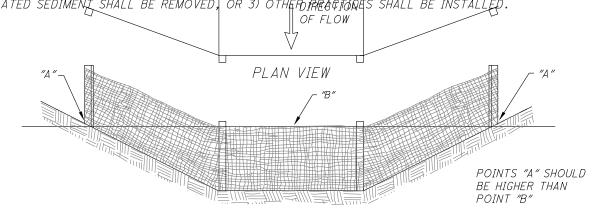
F. THE HEIGHT OF THE SILT FENCE SHALL BE A MINIMUM OF 16" ABOVE THE ORIGINAL GROUND SURFACE.

THE SILT FENCE SHALL BE PLACED IN A TRENCH CUT A MINIMUM OF 6" DEEP. THE TRENCH SHALL BE CUT WITH A TRENCHER, CABLE LAYING MACHINE, OR OTHER SUITABLE DEVICE WHICH WILL ENSURE AN ADEQUATELY UNIFORM TRENCH

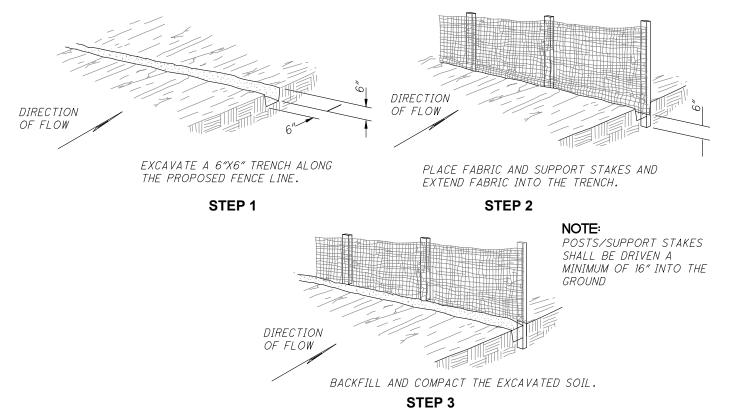
H. THE SILT FENCE SHALL BE PLACED WITH THE STAKES ON THE DOWNSLOPE SIDE OF THE GEOTEXTILE AND SO THAT 8" OF CLOTH IS BELOW THE GROUND SURFACE. EXCESS MATERIAL SHALL LAY ON THE BOTTOM OF THE 6" DEEP TRENCH. THE TRENCH SHALL BE BACKFILLED AND COMPACTED.

SEAMS BETWEEN SECTIONS OF SILT FENCE SHALL BE OVERLAPPED WITH THE END STAKES OF EACH SECTION WRAPPED TOGETHER BEFORE DRIVING INTO THE GROUND.

MAINTENANCE - SILT FENCE SHALL ALLOW RUNOFF TO PASS ONLY AS DIFFUSE FLOW THROUGH THE GEOTEXTILE. ALL THE GAPS AND TEARS IN THE FENCE MUST BE ELIMINATED AND REPAIRED. IF RUNOFF OVERTOPS THE SILT FENCE, FLOWS UNDER OR AROUND THE ENDS, OR IN ANY OTHER WAY BECOMES A CONCENTRATED FLOW, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE: 1) THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED, 2) ACCUMULATED SEDIMENT SHALL BE REMOVED, OR 3) OTHERD PRESCIONES SHALL BE INSTALLED.



## ELEVATION VIEW DITCH CHECK FILTER FABRIC FENCE



DITCH CHECK FILTER FABRIC FENCE

# FILTER FABRIC FENCE DETAIL

A. FENCE POSTS - THE LENGTH SHALL BE A MINIMUM OF 48" LONG. WOOD POSTS WILL BE 2"-BY-2" HARDWOOD OF SOUND QUALITY. THE MAXIMUM SPACING BETWEEN POSTS SHALL BE 5'. POSTS/SUPPORT STAKES SHALL BE DRIVEN A MINIMUM OF 16" INTO THE GROUND.

SILT FENCE FABRIC SHALL CONFORM TO THE AASHTO SILT FENCE SPECIFICATION 100X AND SHALL HAVE A MINIMUM 100# GRAB TENSILE. SILT FENCE SHALL ALSO CONFORM TO THE MOST RECENT ODOT STANDARD FOR SEDIMENT/SILT FENCE (TABLE 712.09-1)

C. SILT FENCE SHALL BE ATTACHED TO THE WOODEN POSTS WITH STAPLES, WIRE, ZIP TIES, OR NAILS.

ALL AREAS AT FINAL GRADE MUST BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF REACHING FINAL GRADE. THIS IS USUALLY ACCOMPLISHED BY USING SEED AND MULCH, BUT SPECIAL MEASURES ARE SOMETIMES REQUIRED. THIS IS PARTICULARLY TRUE IN DRAINAGE DITCHES/SWALES, LOW AREAS, DETENTION POND BOTTOMS AND SIDES OR ON STEEP SLOPES. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, THE INSTALLATION OF EROSION CONTROL BLANKETS AND/OR MATTING, ADDITION OF TOPSOIL, OR ROCK RIP-RAP. CONTRACTOR SHALL UTILIZE THESE AND ANY OTHER SPECIAL MEASURES AS NEEDED TO PERMANENTLY STABILIZE THE SITE. PERMANENT SEEDING SHOULD BE DONE MARCH 1 TO MAY 31 AND AUGUST 1 TO SEPTEMBER 30. DORMANT SEEDING CAN BE DONE FROM NOVEMBER 20 TO MARCH 15. AT ALL OTHER TIMES OF THE YEAR, THE AREA SHOULD BE TEMPORARILY STABILIZED UNTIL A PERMANENT SEEDING CAN BE *APPLIED.* 

AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROLS
ANY AREAS THAT WILL LIE DORMANT FOR ONE YEAR OR MORE.	WITHIN 7 DAYS OF THE MOST RECENT DISTURBANCE.
ANY AREAS WITHIN 50' OF A SURFACE WATER OF THE STATE (STREAM, WATERWAY, WATER BODY, ETC.) AND AT FINAL GRADE	WITHIN 2 DAYS OF REACHING FINAL GRADE
ANY OTHER AREAS AT FINAL GRADE.	WITHIN 7 DAYS OF REACHING FINAL GRADE WITHIN THAT AREA.

soils exposed note

CONTRACTOR SHALL PLAN AND IMPLEMENT CONSTRUCTION AND GRADING ACTIVITIES TO MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITIES.

TEMPORARY SEEDING SPECIES SELECTION				
SEEDING DATES	SPECIES	L.B./1000 SQ. FT.	PER ACRE	
MARCH 1 TO AUGUST 15	OATS TALL FESCUE ANNUAL RYEGRASS PERENNIAL RYEGRASS TALL FESCUE ANNUAL RYEGRASS	3 1 1 1 1	4 BUSHELS 40 LBS. 40 LBS. 40 LBS. 40 LBS. 40 LBS.	
AUGUST 16 TO NOVEMBER 1	RYE TALL FESCUE ANNUAL RYEGRASS WHEAT TALL FESCUE ANNUAL RYEGRASS PERENNIAL RYEGRASS TALL FESCUE ANNUAL RYEGRASS	3 1 1 1 1 1 1	2 BUSHELS 40 LBS. 40 LBS. 2 BUSHELS 40 LBS. 40 LBS. 40 LBS. 40 LBS. 40 LBS.	
NOVEMBER 1 TO SPRING SEEDING	USE MULCH ONLY, SODDING PRACTICES OR DORMANT SEEDING			
NOTE: OTHER APPROVED SEED SPECIES MA	BE SUBSTITUTED.			

SPECIFICATIONS FOR TEMPORARY SEEDING A. TO MINIMIZE COSTS OF TEMPORARY STABILIZATION, LEAVE NATURAL COVER IN PLACE FOR AS LONG AS POSSIBLE. ONLY DISTURB AREAS YOU INTEND TO WORK WITHIN THE NEXT 14 DAYS.

B. STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SUCH AS DIVERSIONS AND SEDIMEN TRAPS SHALL BE INSTALLED AND STABILIZED WITH TEMPORARY SEEDING PRIOR TO GRADING THE REST OF THE CONSTRUCTION SITE.

C. THE SEEDBED SHOULD BE PULVERIZED AND LOOSE TO ENSURE THE SUCCESS OF ESTABLISHING VEGETATION. HOWEVER, TEMPORARY SEEDING SHALL NOT BE POSTPONED IF IDEAL SEEDBED PREPARATION IS NOT POSSIBLE.

D. SOIL AMENDMENTS - APPLICATIONS OF TEMPORARY VEGETATION SHALL ESTABLISH ADEQUATE STANDS OF VEGETATION WHICH MAY REQUIRE THE USE OF SOIL AMENDMENTS. SOIL TESTS SHOULD BE TAKEN ON THE SITE TO PREDICT THE NEED FOR LIME AND FERTILIZER.

E. SEEDING METHOD - SEED SHALL BE APPLIED UNIFORMLY WITH A CYCLONE SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER. WHEN FEASIBLE, SEED THAT HAS BEEN BROADCAST SHAL BE COVERED BY RAKING OR DRAGGING AND THEN LIGHTLY PLACED USING A ROLLER OR CULTIPACKER. IF HYDROSEEDING IS USED, THE SEED AND FERTILIZER WILL BE MIXED ON SITE AND THE SEEDING SHALL BE DONE IMMEDIATELY AND WITHOUT INTERRUPTION.

# MULCHING TEMPORARY SEEDING

A. APPLICATIONS OF TEMPORARY SEEDING SHALL INCLUDE MULCH WHICH SHALL BE APPLIED DURING OR IMMEDIATELY AFTER SEEDING. SEEDINGS MADE DURING OPTIMUM SEEDING DATES AND WITH FAVORABLE SOIL CONDITIONS AND ON VERY FLAT AREAS MAY NOT NEED MULCH TO ACHIEVE ADEQUATE STABILIZATION.

B. MATERIALS:

• STRAW - IF STRAW IS USED, IT SHALL BE UNROTTED SMALL GRAIN STRAW APPLIED AT TH RATE OF 2 TONS/ACRE OR 90 LBS./1,000 SQ. FT. (TWO TO THREE BALES). THE MULCH SHALL BE SPREAD UNIFORMLY BY HAND OR MECHANICALLY SO THE SOIL SURFACE IS COVERED. FOR UNIFORM DISTRIBUTION OF HAND-SPREAD MULCH, DIVIDE AREA INTO APPROXIMATELY 1.000 SQ. FT. SECTIONS AND SPREAD TWO 45 LBS. BALES OF STRAW IN EACH SECTION.

• HYDROSEEDERS - IF WOOD CELLULOSE FIBER IS USED, IT SHALL BE USED AT 2,000 LB/AC OR 46 LBS./1,000 SQ. FT. OTHER - OTHER ACCEPTABLE MULCHES INCLUDE MULCH MATTINGS APPLIED ACCORDING TO

MANUFACTURER'S RECOMMENDATIONS OR WOOD CHIPS APPLIED AT 6 TONS/AC. • STRAW MULCH SHALL BE ANCHORED IMMEDIATELY TO MINIMIZE LOSS BY WIND OR WATER. ANCHORING METHODS: -MECHANICAL - A DISK. CRIMPER. OR SIMILAR TYPE TOOL SHALL BE SET STRAIGHT TO

PUNCH OR ANCHOR THE MULCH MATERIAL INTO THE SOIL, STRAW MECHANICALLY ANCHORED SHALL NOT BE FINELY CHOPPED, BUT GENERALLY, BE LEFT LONGER THAN 6" -MULCH NETTINGS - NETTINGS SHALL BE USED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. NETTING MAY BE NECESSARY TO HOLD MULCH IN PLACE IN AREAS O CONCENTRATION RUN OFF AND ON CRITICAL SLOPES -SYNTHETIC BINDERS - SYNTHETIC BINDERS SUCH AS ACRYLIC DLR (AGRI-TAC), DCA-70, PETROSET, TERRA TACK OR EQUAL MAY BE USED AT RATES RECOMMENDED BY THE

MANUFACTURER. -WOOD CELLULOSE FIBER - WOOD-CELLULOSE FIBER BINDER SHALL BE APPLIED AT A

NET DRY WEIGHT OF 750 LBS./AC. THE WOOD-CELLULOSE FIBER SHALL BE MIXED WITH WATER AND THE MIXTURE SHALL CONTAIN A MAXIMUM OF 50 LBS./1000 GAL.

AREA REQUIRING TEMPORARY STABILIZATION	TIME FRAME TO APPLY EROSION CONTROLS		
ANY DISTURBED AREAS WITHIN 50' OF A SURFACE WATER OF THE STATE (STREAM, WATERWAY, WATER BODY, ETC.) AND NOT AT FINAL GRADE.	WITHIN 2 DAYS OF THE MOST RECENT DISTURBANCE IF THE AREA WILL REMAIN IDLE FOR MORE THAN 14 DAYS		
ANY DISTURBED AREAS THAT WILL BE DORMANT FOR MORE THAN 14 DAYS BUT LESS THAN 1 YEAR, AND NOT WITHIN 50' OF A SURFACE WATER OF THE STATE (STREAM, WATERWAY, WATER BODY, ETC.)	WITHIN 7 DAYS OF THE MOST RECENT DISTURBANCE WITHIN THE AREA		
	FOR RESIDENTIAL SUBDIVISIONS, DISTURBED AREAS MUST BE STABILIZED AT LEAST 7 DAYS PRIOR TO TRANSFER OF PERMIT COVERAGE FOR THE INDIVIDUAL LOT(S).		
DISTURBED AREAS THAT WILL BE IDLE OVER WINTER	PRIOR TO THE ONSET OF WINTER WEATHER		
WHERE VEGETATIVE STABILIZATION TECHNIQUES MAY CAUSE STRUCTURAL INSTABILITY OR ARE OTHERWISE UNOBTAINABLE, ALTERNATIVE STABILIZATION TECHNIQUES MUST BE EMPLOYED.			

PERMANENT STABILIZATION

ODOT ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN

this item of work shall consist of the work as described in ohio department of TRANSPORTATION ITEM 659, SEEDING AND MULCHING, EXCEPT AS HEREIN MODIFIED.

ALL DISTURBED AREAS OR AREAS DESIGNATED FOR SEEDING SHALL BE GRADED AND SEEDED AND SHALL HAVE A MINIMUM OF 6" OF TOPSOIL OVER THE ENTIRE AREA. TESTING THE PH OF ANY EXISTING OR IMPORTED TOPSOIL PER ODOT 659.02 SHALL BE WAIVED. THE AREA SHALL BE HAND-RAKED AND DRESSED READY FOR SEEDING. NO STONE OVER 1\%\_2 IN SIZE PERMITTED IN THE

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL.

IT $\frac{5}{32}$ S THE CONTRACTOR $\frac{5}{32}$ S SOLE RESPONSIBILITY TO PROVIDE THE REQUIRED GERMINATION RATES AND ENSURE THE GRASS IS ESTABLISHED TO THE SATISFACTION OF THE OWNER WHICH MA REQUIRE WATERING, REGRADING/ADDING TOPSOIL AND RESEEDING. ANY AREAS THAT HAVE ERODE OR WHERE NEW GRASS DID NOT GERMINATE SHALL BE ADDRESSED BY THE CONTRACTOR UNTIL THE AREAS ARE STABILIZED, SHAPED, AND DRAINED, AS INDICATED IN THE PLANS.

ANY DISTURBED AREA, OUTSIDE OF THE PROJECT WORK LIMITS, CAUSED BY THE CONTRACTOR 5/42 WORK, SHALL BE RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER AND PROJECT OWNER'S REPRESENTATIVE, AT THE CONTRACTOR \( \frac{5}{3} \)2S SOLE EXPENSE.

THIS ITEM INCLUDES: TOPSOIL, SEEDING, MULCHING, COMMERCIAL FERTILIZER, WATER, AND REPAIR SEEDING AND MULCHING.

THE ABOVE SHALL BE INCIDENTAL TO THE PROJECT.

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**REVISIONS:** 

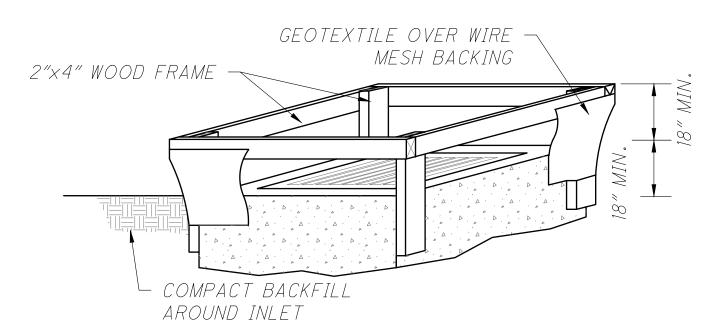
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JMK CHECKED BY PROJECT No. *FRAHIL220* 

DATE SHEET NUMBER

# INLET PROTECTION FOR STORM STRUCTURES W/ GRATE

INLET PROTECTION MAY CONSIST OF SEDIMENT FENCE AND/OR DEVICES SUCH AS FLEX STORM INLET FILTERS, SEDCAGE (WWW.SEDCATCH.COM), DANDY BAGS, SEDIGUARD FILTERS, OR OTHER DEVICES (ALTERNATE PRODUCTS WHOSE PERFORMANCE IS EQUAL TO OR EXCEEDS THOSE LISTED) WHICH ARE EFFECTIVE AT MINIMIZING THE AMOUNT OF SEDIMENT ENTERING THE STRUCTURE. INSTALL INLET PROTECTION ON ALL PROPOSED YARD DRAINS, CATCH BASINS AND MANHOLES WITH GRATED LIDS AND TO ALL EXISTING STORM STRUCTURES WITH GRATED LIDS WITHIN THE PROJECT AREA WHICH MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.



### NOTES A INITE

A. INLET PROTECTION SHALL BE CONSTRUCTED EITHER BEFORE UPSLOPE LAND DISTURBANCE BEGINS OR BEFORE THE STORM DRAIN BECOMES OPERATIONAL.

B. THE EARTH AROUND THE INLET SHALL BE EXCAVATED COMPLETELY TO A DEPTH OF AT LEAST 18".

C. THE WOODEN FRAME SHALL BE CONSTRUCTED OF 2" BY 4" CONSTRUCTION GRADE LUMBER. THE 2" BY 4" POST SHALL BE DRIVEN 1' INTO THE GROUND AT FOUR CORNERS OF THE INLET AND THE TOP PORTION OF 2" BY 4" FRAME ASSEMBLED USING THE OVERLAP JOINT SHOWN. THE TOP OF THE FRAME SHALL BE AT LEAST 6" BELOW ADJACENT ROAD, IF PONDED WATER WOULD POSE A SAFETY HAZARD TO TRAFFIC.

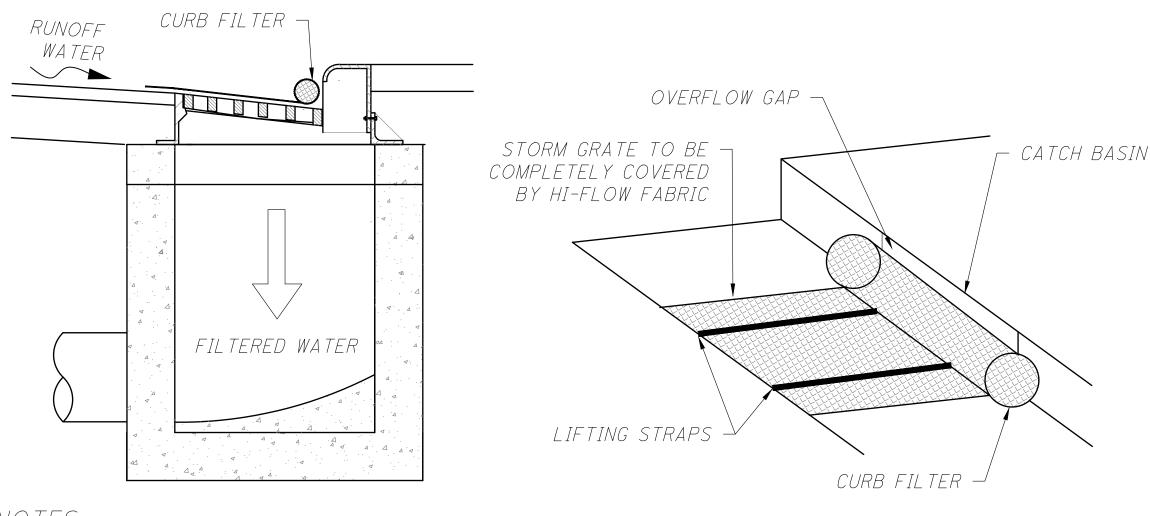
D. WIRE MESH SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT FABRIC WITH WATER FULLY IMPOUNDED AGAINST IT. IT SHALL BE STRETCHED TIGHTLY AROUND THE FRAME AND FASTENED SECURELY TO THE FRAME.

E. GEOTEXTILE SHALL HAVE AN EQUIVALENT OPENING SIZE OF 20-40 SIEVE AND BE RESISTANT TO SUNLIGHT. IT SHALL BE STRETCHED TIGHTLY AROUND THE FRAME AND FASTENED SECURELY. IT SHALL EXTEND FROM THE TOP OF THE FRAME TO 18" BELOW THE INLET NOTCH ELEVATION. THE GEOTEXTILE SHALL OVERLAY ACROSS ONE SIDE OF THE INLET SO THE ENDS OF THE CLOTH ARE NOT FASTENED TO THE SAME POST.

F. BACKFILL SHALL BE PLACED AROUND THE INLET IN COMPACTED 6" LAYERS UNTIL THE EARTH IS EVEN WITH NOTCH ELEVATION ON ENDS AND TOP ELEVATION ON SIDES.

G. A COMPACTED EARTH DIKE OR A CHECK DAM SHALL BE CONSTRUCTED IN THE DITCH LINE BELOW THE INLET IF THE INLET IS NOT IN A DEPRESSION, AND IF RUNOFF BY PASSING THE INLET WILL NOT FLOW TO A SETTING POND, THE TOP OF EARTH DIKES SHALL BE AT LEAST 6" HIGHER THAN THE TOP OF THE FRAME.

# INLET PROTECTION IN SWALES, DITCH LINES OR YARD INLETS



# NOTES

A. DANDY CURB BAG, SEDIGUARDS, OR ALTERNATE PRODUCT WHOSE PERFORMANCE IS EQUAL TO OR EXCEEDS THOSE LISTED MAY BE USED.

B. REMOVE SEDIMENT FROM CURB INLET PROTECTION BEFORE IT HINDERS THE FILTERING CAPACITY.

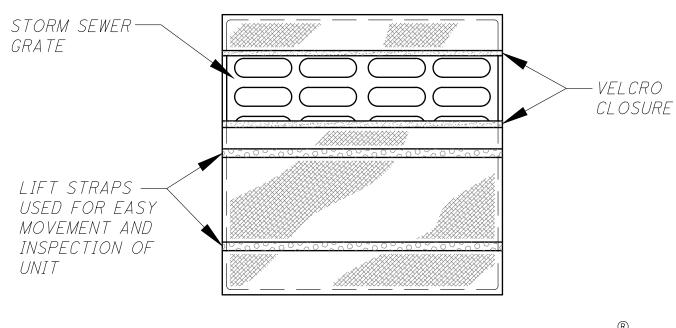
- DANDY CURB BAG: LIFT GRATE AND REMOVE DANDY BAG, CLEAN ACCUMULATED SEDIMENT AND REPLACE BAG AS REQUIRED BY MANUFACTURER.

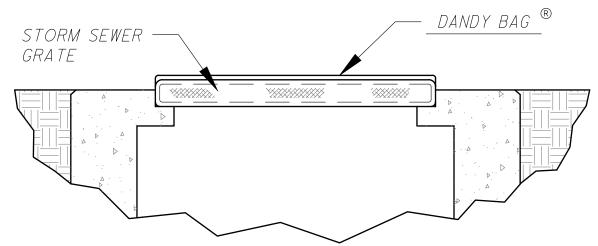
- SEDIGUARD: CLEAN SEDIGUARD ONCE IT IS DRY WITH A STIFF BROOM AFTER EVERY RAIN. - ALTERNATE PRODUCTS: CLEAN AS REQUIRED PER MANUFACTURER'S RECCOMENDATIONS

C. INLET PROTECTION SHOULD NEVER INTERFERE WITH SAFETY OF ACTIVE TRAFFIC.

# CURB INLET SEDIMENT FILTER DETAIL

# DANDY BAG®





# DETAIL OF INLET SEDIMENT CONTROL DEVICE

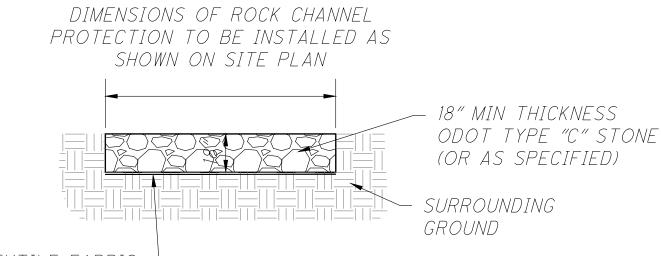
### DANDY BAG® SPECIFICATIONS

NOTE: THE DANDY BAG® WILL BE **Manufactured in the U.S.A.** From a woven monofilament fabric that meets or exceeds the following specifications:

Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.62 (365) X 0.89 (200)
Grab Tensile Elongation	ASTM D 4632	%	24 X 10
Puncture Strength	ASTM D 4833	kN (lbs)	0.40 (90)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	3097 (450)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.51 (115) X 0.33 (75)
UV Resistence	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)
Flow Rate	ASTM D 4491	1/min/m²(gal/min/ft )	5907 (145)
Permittivity	ASTM D 4491	Sec <sup>-1</sup>	2.1

\*Note: All Dandy Bags® can be ordered with optional oil absorbent pillows

# <u>INLET PROTECTION - DANDY BAG</u>

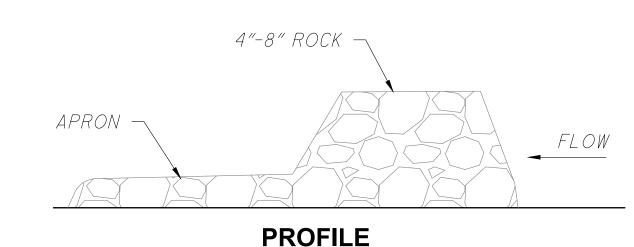


GEOTEXTILE FABRIC -IF SPECIFIED

HI-FLOW DANDY BAG® (SAFETY ORANGE)

ROCK CHANNEL PROTECTION DETAIL
FOR PIPE OUTLET

# CROSS SECTION



# **NOTES**

A. THE CHECK DAM SHALL BE CONSTRUCTED OF 4-8 INCH DIAMETER STONE, PLACED SO THAT IT COMPLETELY COVERS THE WIDTH OF THE CHANNEL. ODOT TYPE D STONE IS ACCEPTABLE, BUT SHOULD BE UNDERLAIN WITH A GRAVEL FILTER CONSISTING OF ODOT No. 3 OR 4 OR SUITABLE FILTER FABRIC.

B. MAXIMUM HEIGHT OF CHECK DAM SHALL NOT EXCEED 3.0 FEET.

C. THE MIDPOINT OF THE ROCK CHECK DAM SHALL BE A MINIMUM OF 6 INCHES LOWER THAN THE SIDES IN ORDER TO DIRECT ACROSS THE CENTER AND AWAY FROM THE CHANNEL SIDES.

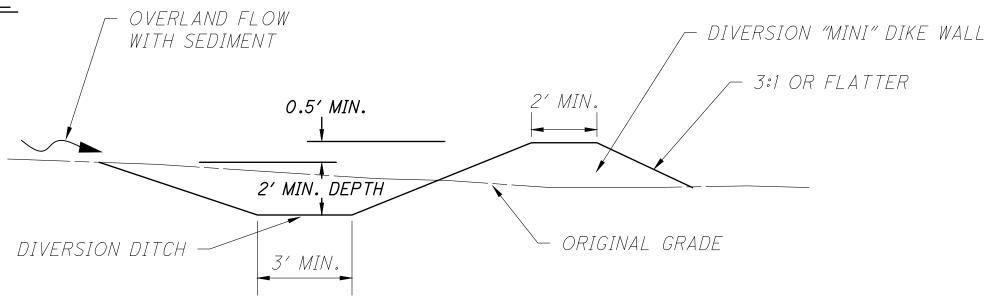
D. THE BASE OF THE CHECK DAM SHALL BE ENTRENCHED APPROXIMATELY 6 INCHES.

E. A STONE APRON SHALL BE CONSTRUCTED IMMEDIATELY DOWNSTREAM OF THE CHECK DAM TO PREVENT FLOWS FROM UNDERCUTTING THE STRUCTURE. THE APRON SHOULD BE 6 INCHES THICK AND ITS LENGTH TWO TIMES THE HEIGHT OF THE DAM.

F. STONE PLACEMENT SHALL BE PERFORMED EITHER BY HAND OR MECHANICALLY AS LONG AS THE CENTER OF CHECK DAM IS LOWER THAN THE SIDES AND EXTENDS ACROSS ENTIRE CHANNEL.

G. SIDE SLOPES SHALL BE A MINIMUM OF 2:1.

# DITCH ROCK CHECK DAM



# NOTES

A. BERM CAN BE CONSTRUCTED AS DITCH OR DIKE WALL

B. PLACE DITCH ON A GRADE TO DRAIN TO SEDIMENT BASIN.

CROSS SECTION OF A DIVERSION BERM

hoice One Engineering

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LOVELAN

HILLIARD WINERY
CITY OF HILLIARD
- EROSION CONTROL NOTES AND DETAIL

REVISIONS:

FILE NAME SWPPP NOTES 2 DRAWN BY JMK

CHECKED BY

JSP

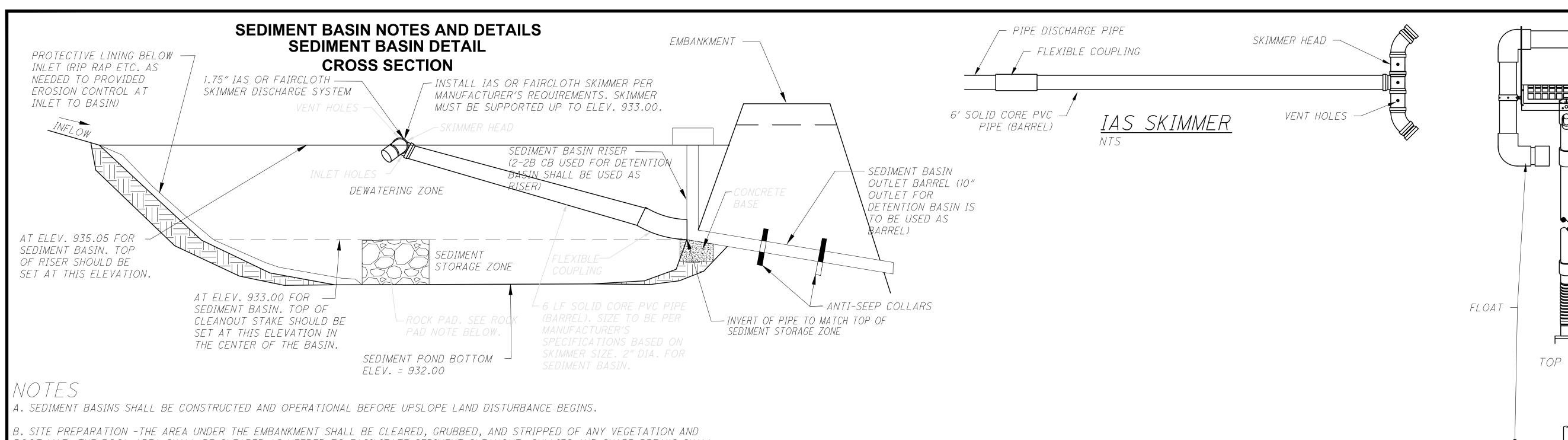
PROJECT No.

PROJECT No. FRAHIL2203

DATE
3-02-2023

19 OF 21

SHEET NUMBER



B. SITE PREPARATION -THE AREA UNDER THE EMBANKMENT SHALL BE CLEARED, GRUBBED, AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED AS NEEDED TO FACILITATE SEDIMENT CLEANOUT. GULLIES AND SHARP BREAKS SHALL BE SLOPED TO NO STEEPER THAN 1:1. THE SURFACE OF THE FOUNDATION AREA WILL BE THOROUGHLY SCARIFIED BEFORE PLACEMENT OF THE EMBANKMENT MATERIAL.

C. EMBANKMENT -THE FILL MATERIAL SHALL BE FREE OF ALL SOD, ROOTS, FROZEN SOIL, STONES OVER 6 IN. IN DIAMETER, AND OTHER OBJECTIONABLE MATERIAL. THE PLACING AND SPREADING OF THE FILL MATERIAL SHALL BE STARTED AT THE LOWEST POINT OF THE FOUNDATION AND THE FILL SHALL BE BROUGHT UP IN APPROXIMATELY 6 IN. HORIZONTAL LAYERS OR OF SUCH THICKNESS THAT THE REQUIRED COMPACTION CAN BE OBTAINED WITH THE EQUIPMENT USED. CONSTRUCTION EQUIPMENT SHALL BE OPERATED OVER EACH LAYER IN A WAY THAT WILL RESULT IN THE REQUIRED COMPACTION. SPECIAL EQUIPMENT SHALL BE USED WHEN THE REQUIRED COMPACTION CANNOT BE OBTAINED WITHOUT IT. THE MOISTURE CONTENT OF FILL MATERIAL SHALL BE SUCH THAT THE REQUIRED DEGREE OF COMPACTION CAN BE OBTAINED WITH THE EQUIPMENT USED. THE EMBANKMENTS OF THE SEDIMENT BASIN AND THE AREAS THAT LIE DOWNSTREAM OF THE POND MUST BE STABILIZED.

D. PIPE SPILLWAY -THE PIPE CONDUIT BARREL SHALL BE PLACED ON A FIRM FOUNDATION TO THE LINES AND GRADES SHOWN ON THE PLANS. CONNECTIONS BETWEEN THE RISER AND BARREL, THE ANTI-SEEP COLLARS AND BARREL AND ALL PIPE JOINTS SHALL BE WATERTIGHT. SELECTED BACKFILL MATERIAL SHALL BE PLACED AROUND THE CONDUIT IN LAYERS AND EACH LAYER SHALL BE COMPACTED TO AT LEAST THE SAME DENSITY AS THE ADJACENT EMBANKMENT. ALL COMPACTION WITHIN 2 FT. OF THE PIPE SPILLWAY WILL BE ACCOMPLISHED WITH HAND-OPERATED TAMPING EQUIPMENT.

E. RISER PIPE BASE -THE RISER PIPE SHALL BE SET A MINIMUM OF 6 IN. IN THE CONCRETE BASE.

F. TRASH RACKS -THE TOP OF THE RISER SHALL BE FITTED WITH TRASH RACKS FIRMLY FASTENED TO THE RISER PIPE.

G. SEED AND MULCH -THE SEDIMENT BASIN SHALL BE STABILIZED IMMEDIATELY FOLLOWING ITS CONSTRUCTION. IN NO CASE SHALL THE EMBANKMENT OR EMERGENCY SPILLWAY REMAIN BARE FOR MORE THAN 7 DAYS.

H. SEDIMENT CLEANOUT -SEDIMENT SHALL BE REMOVED AND THE SEDIMENT BASIN RESTORED TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT FILLS TO THE DESIGN DEPTH OF THE SEDIMENT STORAGE ZONE. THIS ELEVATION SHALL BE MARKED ON A CLEANOUT STAKE NEAR THE CENTER OF THE BASIN. SEDIMENT REMOVED FROM THE BASIN SHALL BE PLACED SO THAT IT WILL NOT ERODE.

I. FINAL REMOVAL - SEDIMENT BASINS SHALL BE REMOVED AFTER THE UPSTREAM DRAINAGE AREA IS STABILIZED OR AS INDICATED IN THE PLANS. DEWATERING AND REMOVAL SHALL NOT CAUSE SEDIMENT TO BE DISCHARGED. THE SEDIMENT BASIN SITE AND SEDIMENT REMOVED FROM THE BASIN SHALL BE STABILIZED.

# OPERATIONS AND MAINTENANCE

SEDIMENT BASINS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT.

NECESSARY ACTIVITIES ARE SHOWN AS FOLLOWS:

A. ESTABLISH VEGETATIVE COVER AND FERTILIZE AS NECESSARY TO MAINTAIN A VIGOROUS COVER IN AND AROUND THE SEDIMENT BASIN.

B. REMOVE UNDESIRABLE VEGETATION PERIODICALLY TO PREVENT GROWTH OF TREES AND SHRUBS ON THE EMBANKMENT AND SPILLWAY AREAS.

C. PROMPTLY REPAIR ERODED AREAS. REESTABLISH VEGETATIVE COVER IMMEDIATELY WHERE SCOUR EROSION HAS REMOVED ESTABLISHED SEEDING.

D. PROMPTLY REMOVE ANY BURROWING RODENTS THAT MAY INVADE AREAS OF THE EMBANKMENT.

E. REMOVE TRASH AND DEBRIS THAT MAY BLOCK SPILLWAYS AND ACCUMULATE IN THE POND.

F. CHECK SPILLWAY OUTLETS AND POINTS OF INFLOW TO ENSURE DRAINAGE IS NOT CAUSING EROSION AND THAT OUTLETS ARE NOT CLOGGED. REPLACE DISPLACED RIPRAP IMMEDIATELY.

# PROCK PAD NOTE

IT IS VERY IMPORTANT THAT A ROCK PAD BE CONSTRUCTED TO THE HEIGHT OF THE TOP OF THE SEDIMENT STORAGE ZONE. IF THIS
IS NOT DONE OR IF THE PAD IS NOT BUILT TO THE SAME HEIGHT AS THE TOP OF THE SEDIMENT STORAGE ZONE, THE SKIMMER WILL
NOT FUNCTION PROPERLY.

WHEN COMPLETE THE IAS FLEXIBLE COUPLING SHOULD BE LYING FLAT ON THE ROCK PAD. THE UNIT WILL BE TOUCHING AT TWO POINTS: THE TOP OF THE BARREL/MIDDLE OF THE SKIMMER HEAD AND THE POINT AT WHICH THE BARREL IS ATTACHED TO THE IAS FLEXIBLE COUPLING. SEE MANUFACTURER'S ASSEMBLY INSTRUCTIONS.

# SEDIMENT BASIN CALCULATIONS

required sediment storage volume = 37 c.y./acre \* 1.05 acres = 38.85 c.y. Top of sediment storage zone elevation = 933.00 (62.92 c.y.). set cleanout stake at this elevation.

REQUIRED DEWATERING ZONE VOLUME = 67 C.Y./ACRE \* 0.70 ACRES = 46.90 C.Y.

DEWATERING ZONE VOLUME (BETWEEN 933.00 AND 935.05) = 203.93 C.Y.

TOTAL BASIN VOLUME REQUIRED TO TOP OF DEWATERING ZONE = 38.85 C.Y. + 46.90 C.Y. = 85.75 C.Y.

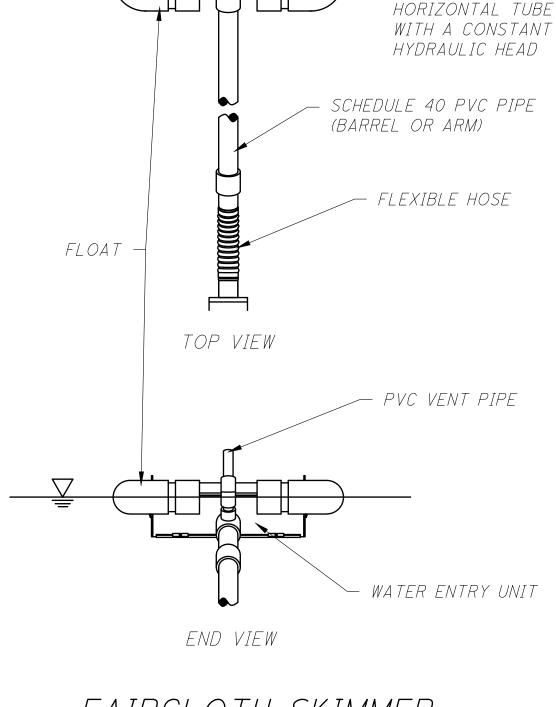
TOP OF DEWATERING ZONE ELEVATION = 935.05 (266.42 C.Y.)
TOTAL SEDIMENT BASIN VOLUME PROVIDED TO ELEV. 936.25 = 443.67 C.Y.

RISER AND BARREL: PROPOSED 12" DETENTION OUTLET AND 2-2B CB ARE TO BE USED AS OUTLET FOR SEDIMENT BASIN.

DEWATERING TIME: 2.29 DAYS

203.93 C.Y. \* 27 = 5,506.11 C.F. VOLUME TO BE DEWATERED

USING A FAIRCLOTH/ÍAS WATER QUALITY SKIMMER WITH A 1.75" SKIMMER SIZE, IT DISCHARGES 2,405 CF PER 24 HOURS THEREFORE IT WILL TAKE 2.29 DAYS TO DEWATER THIS SEDIMENT BASIN.



WATER ENTRY UNIT

WITH TRASH SCREEN

ORIFICE OPENING

INSIDE THE

6

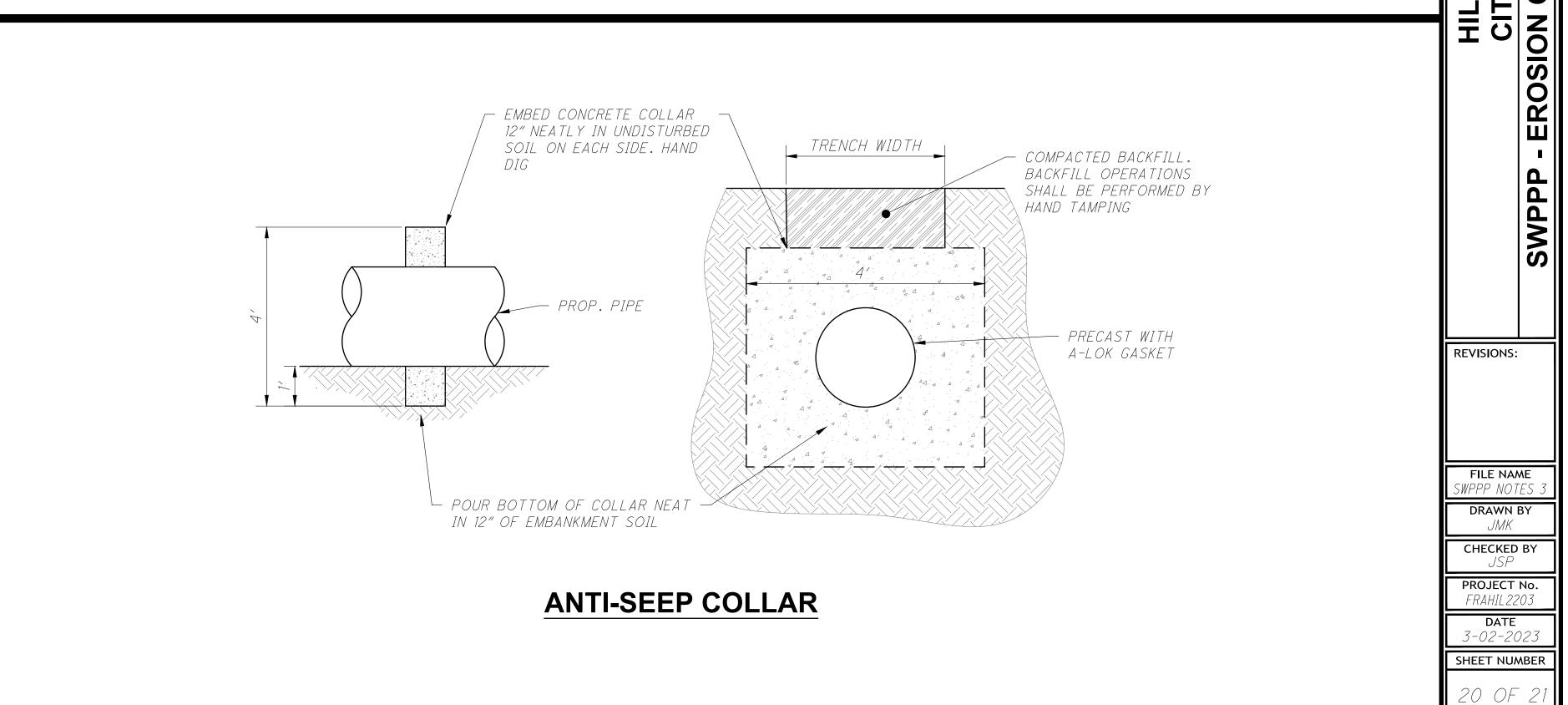
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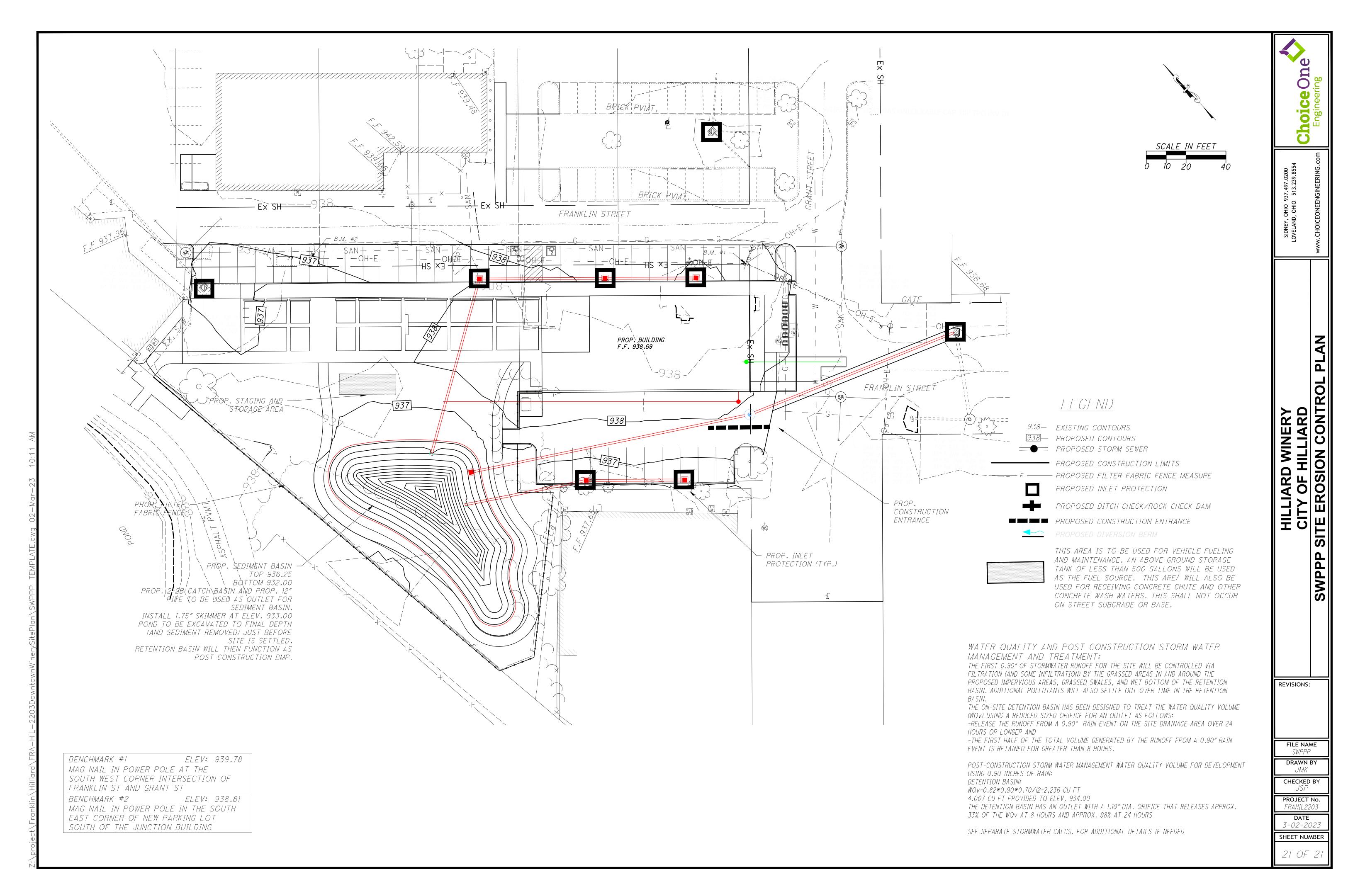
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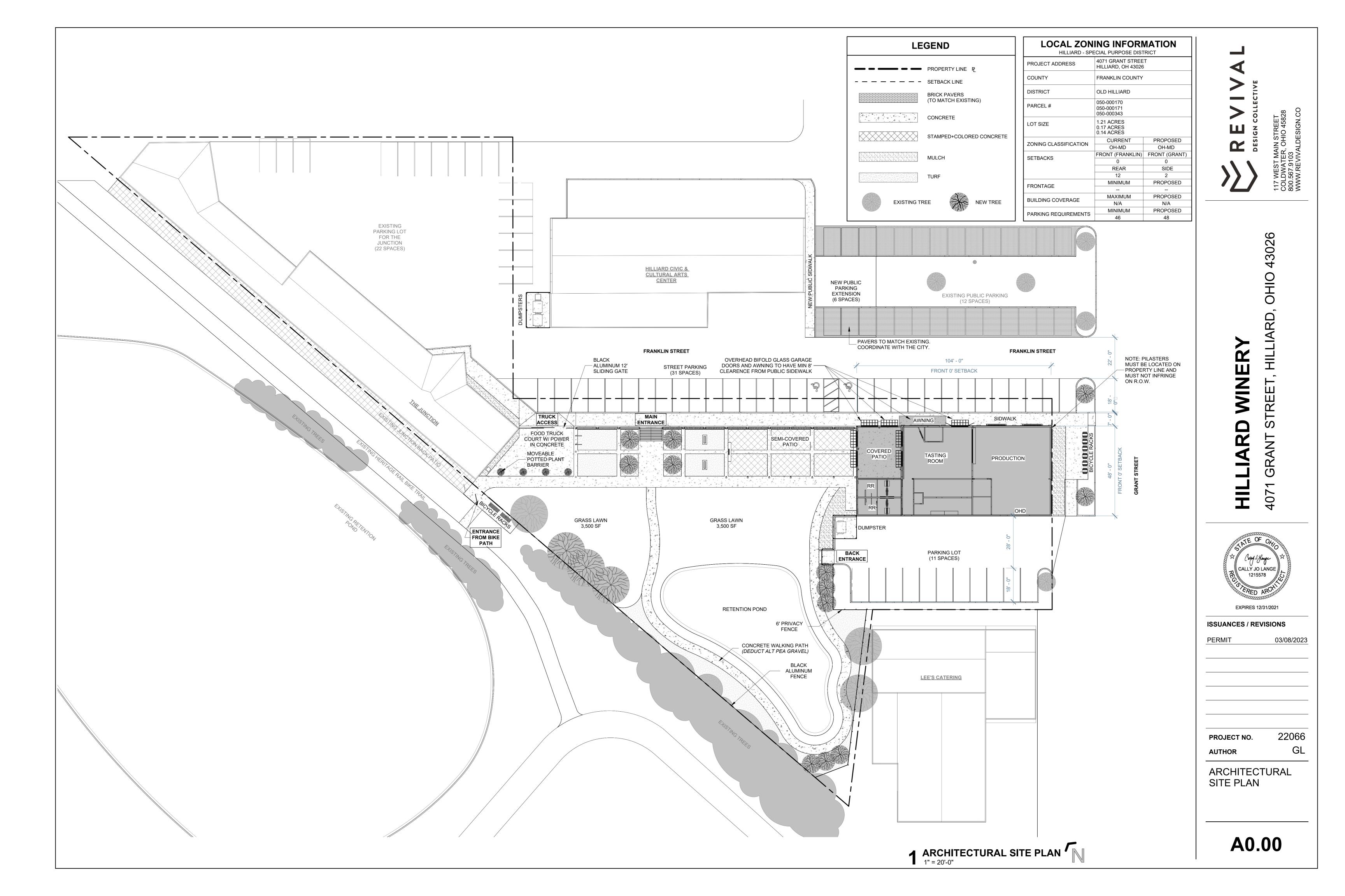
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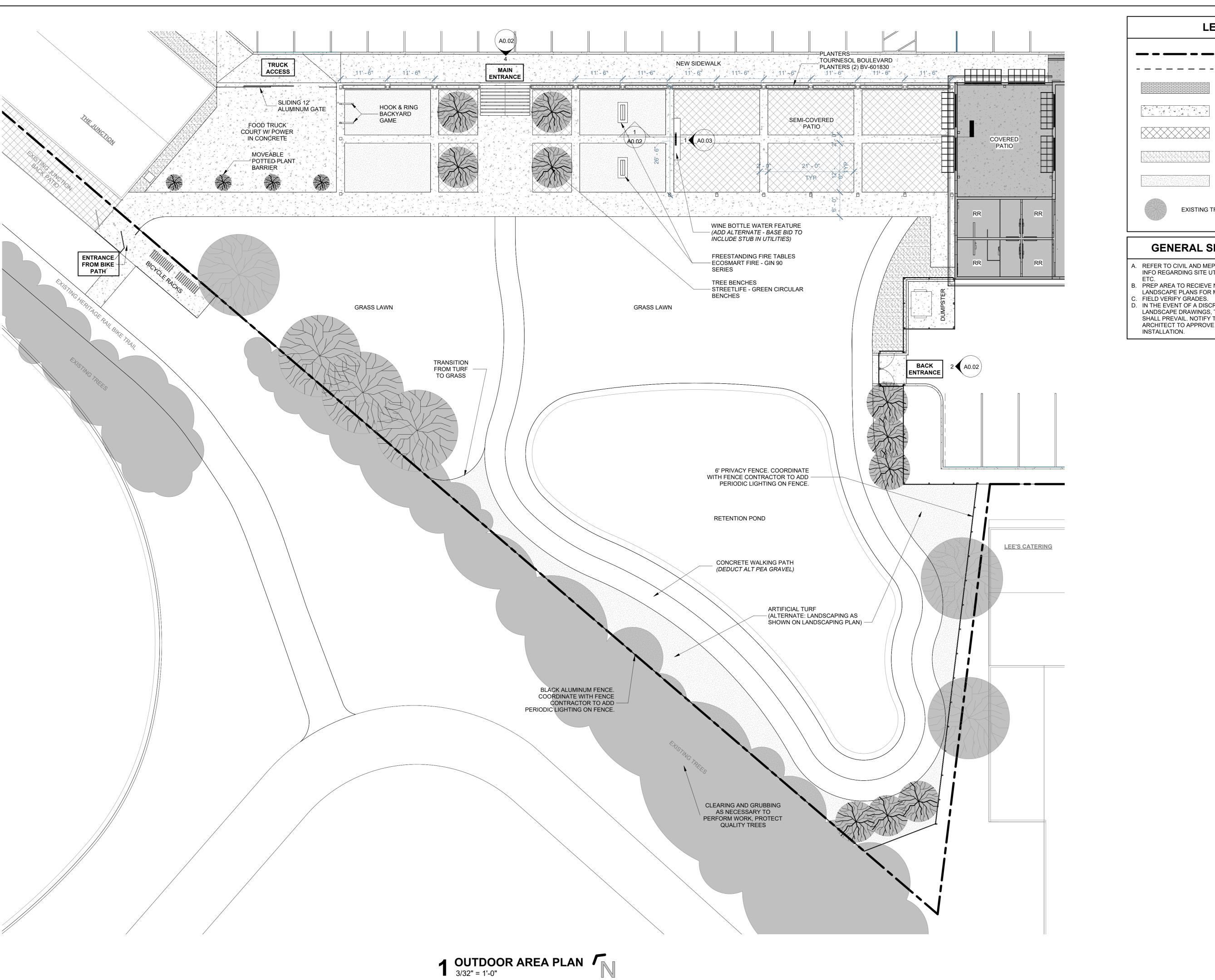
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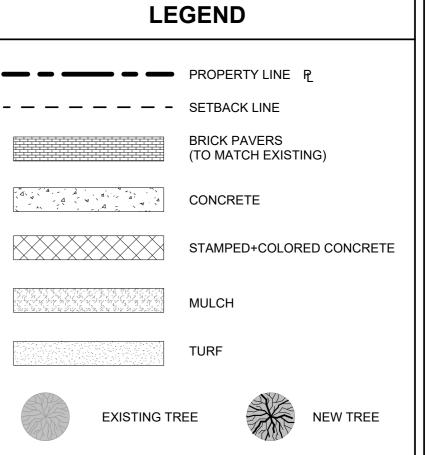
FAIRCLOTH SKIMMER











# **GENERAL SITE PLAN NOTES**

- REFER TO CIVIL AND MEP AND CIVIL DRAWINGS FOR MORE INFO REGARDING SITE UTILITIES, DRAINAGE, SITE LIGHTING,
- PREP AREA TO RECIEVE NEW LANDSCAPING. SEE LANDSCAPE PLANS FOR MORE INFORMATION.
- FIELD VERIFY GRADES.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE CIVIL OR LANDSCAPE DRAWINGS, THE ARCHITECTURAL DRAWINGS SHALL PREVAIL. NOTIFY THE ARCHITECT FOR REVIEW. ARCHITECT TO APPROVE FINAL LAYOUT OF YARD PRIOR TO

# 43026



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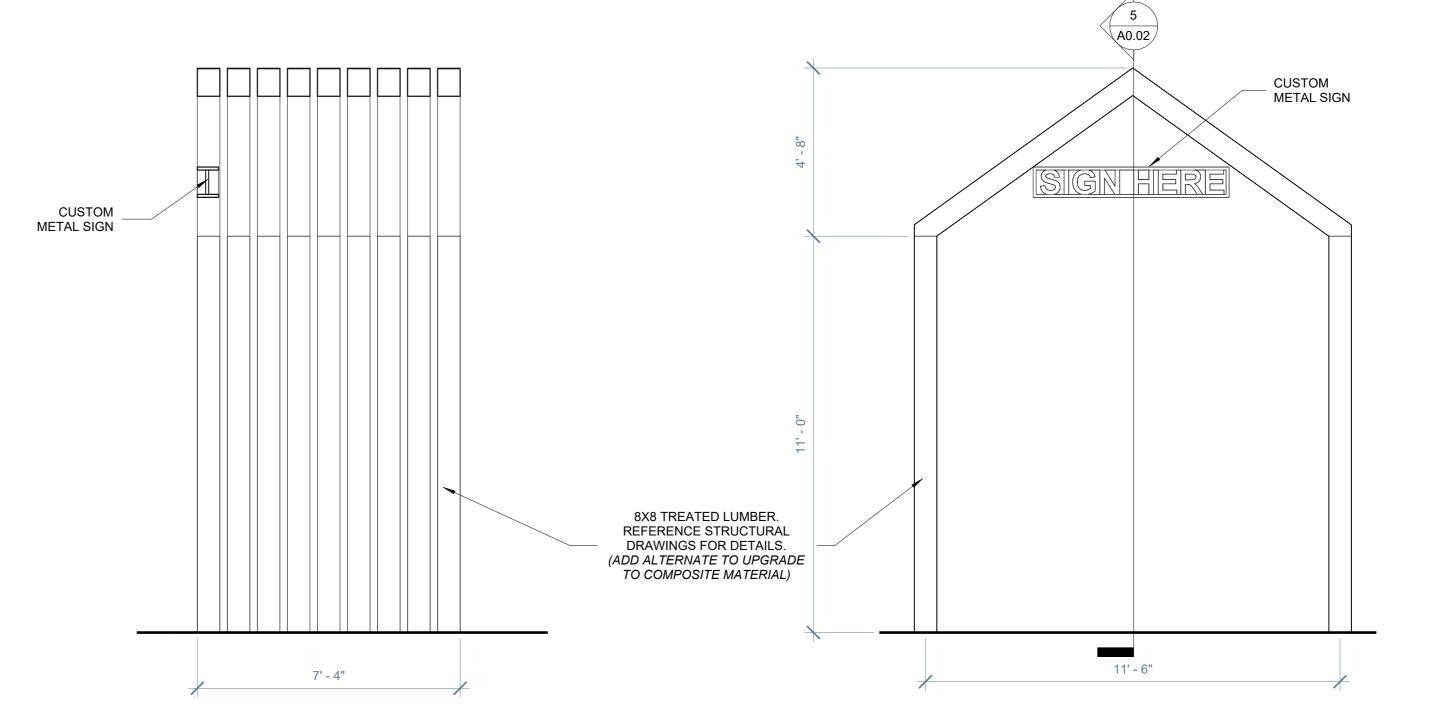
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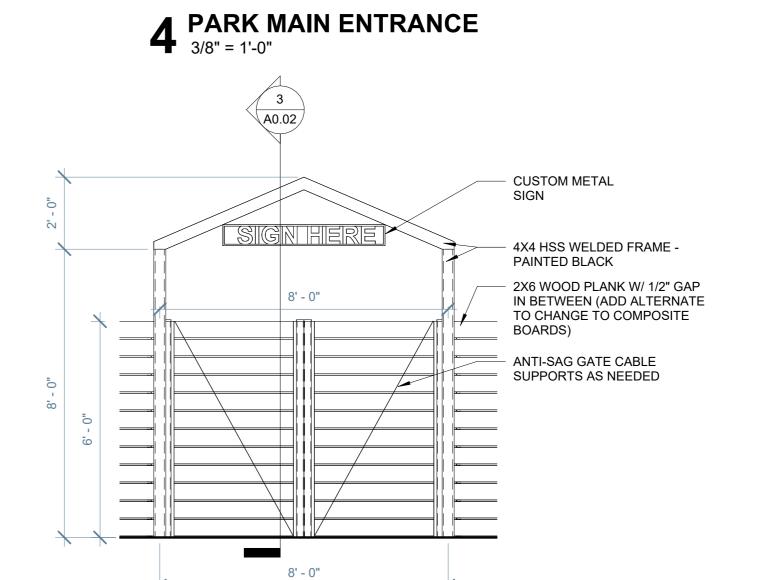
**OUTDOOR AREA** PLAN

A0.01





**5** MAIN ENTRANCE SECTION 3/8" = 1'-0"



4X4 HSS WELDED FRAME PAINTED BLACK

CUSTOM METAL
SIGN

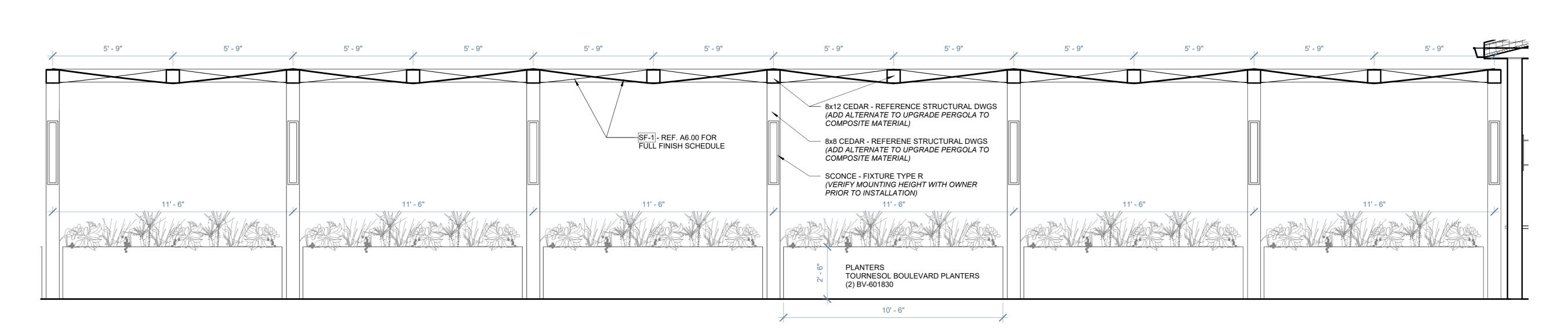
2X6 WOOD PLANK W/ 1/2"
GAP IN BETWEEN (ADD
ALTERNATE TO CHANGE TO
COMPOSITE BOARDS)

2-1/2" X 2-1/2" X 1/4" TUBE
STEEL POST W/ CAP PAINTED BLACK

2X4 VERTICAL

3 BACK ENTRANCE SECTION 3/8" = 1'-0"

PARK BACK ENTRANCE
3/8" = 1'-0"



1 SEMI-COVERED PATIO SECTION 3/8" = 1'-0"

A0.02

HILLIARD WINERY

CALLY JO LANGE
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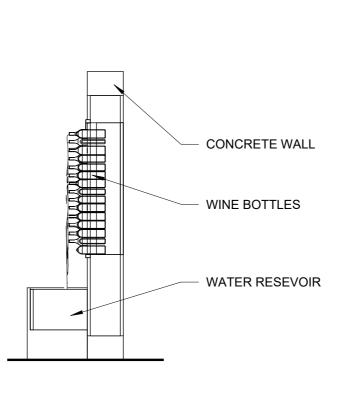
OUTDOOR AREA

EGS

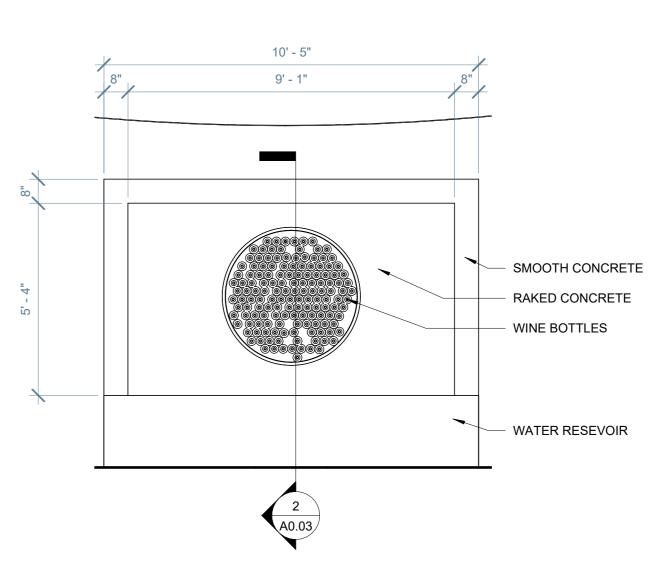
DETAILS







**2** WATER FEATURE SECTION 3/8" = 1'-0"



1 WINE BOTTLE WATER FEATURE 3/8" = 1'-0"

\*NOTE: ADD ALTERNATE - BASE BID TO INCLUDE STUB IN UTILITIES

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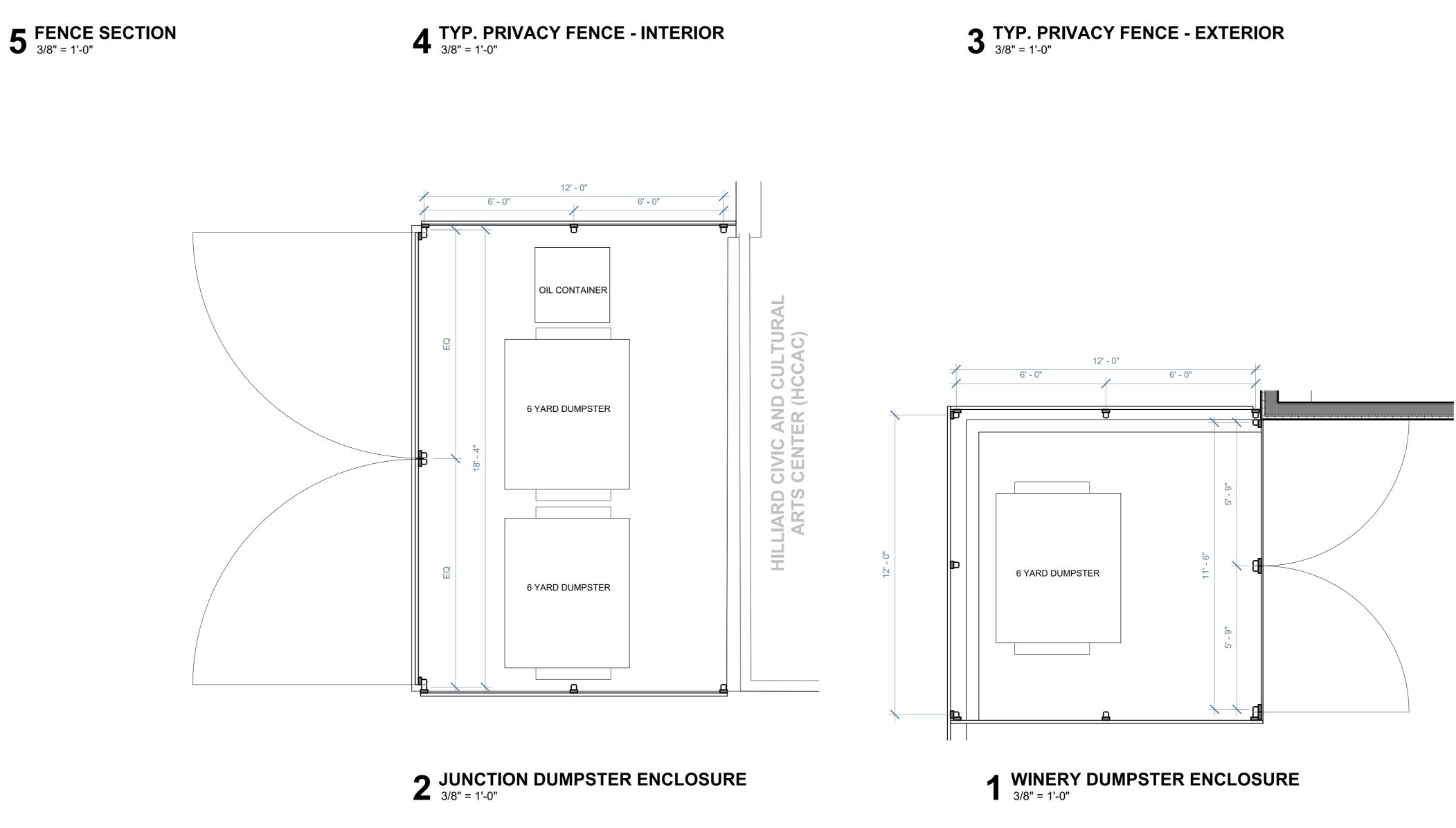
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OUTDOOR AREA **DETAILS** 

A0.03



6' - 0"

- 2-1/2" X 2-1/2" X 1/4" TUBE STEEL POST W/ CAP - PAINTED BLACK

2X4 VERTICAL FASTENED WITH

ACTUATED NAILS OR EQ.

- 2X6 WOOD PLANK W/ 1/2" GAP IN BETWEEN

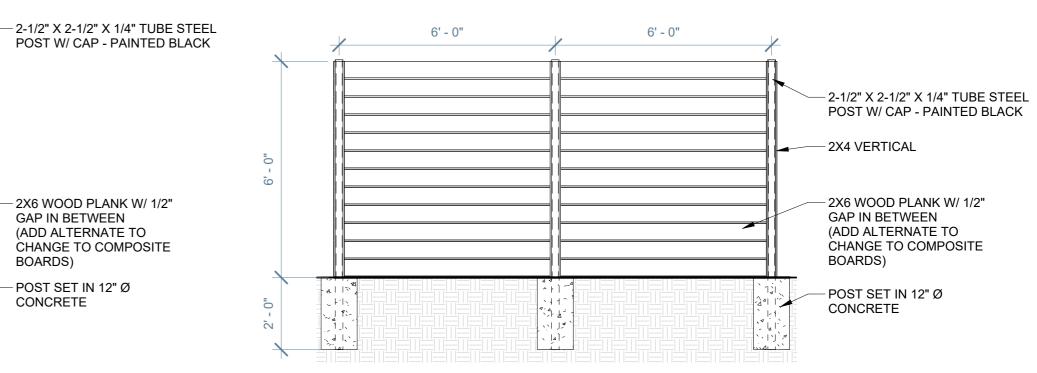
(ADD ALTERNATE TO CHANGE TO COMPOSITE

BOARDS)

POST SET IN 12" Ø

CONCRETE

6' - 0"



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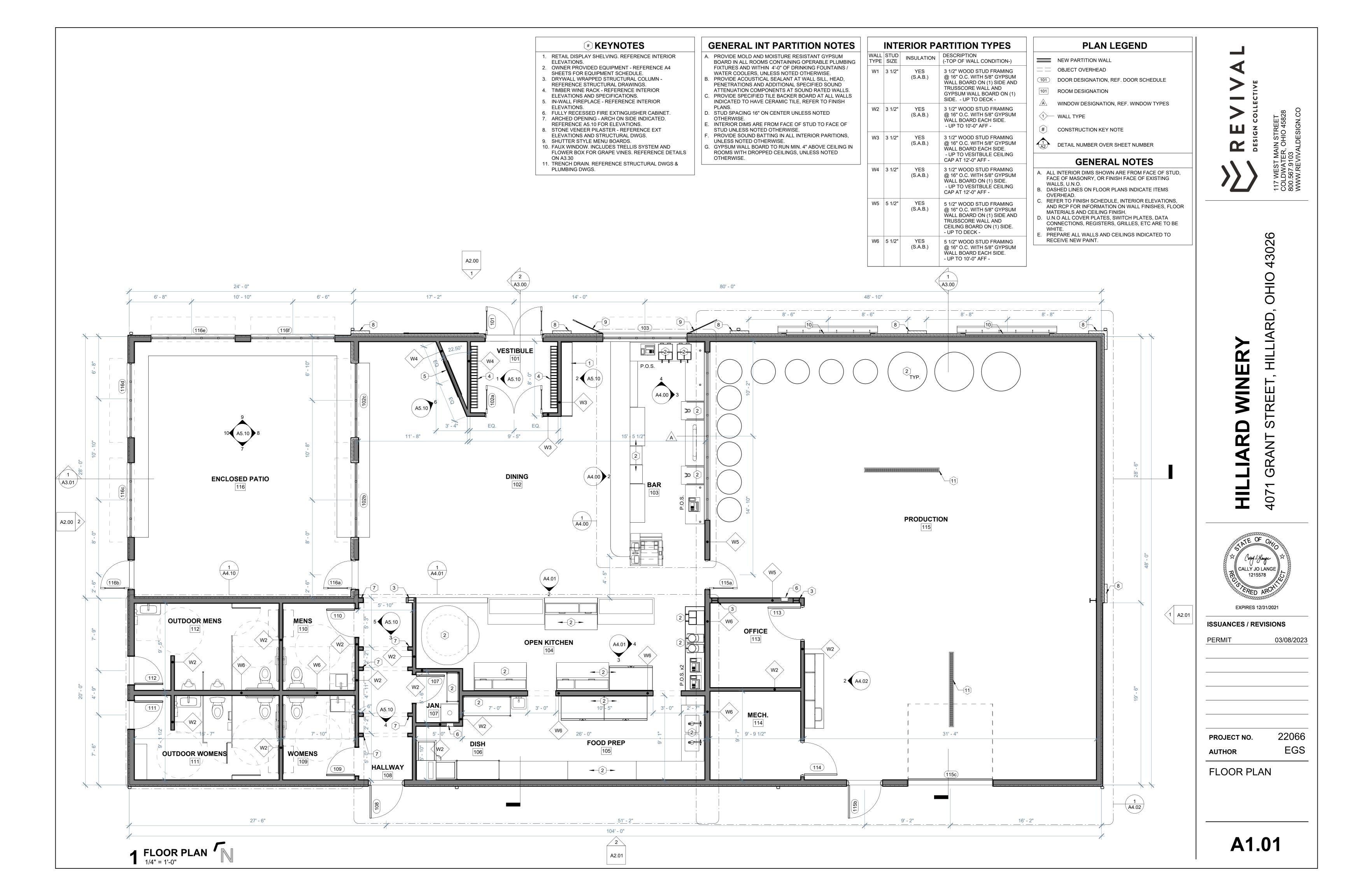
**AUTHOR** DUMPSTER

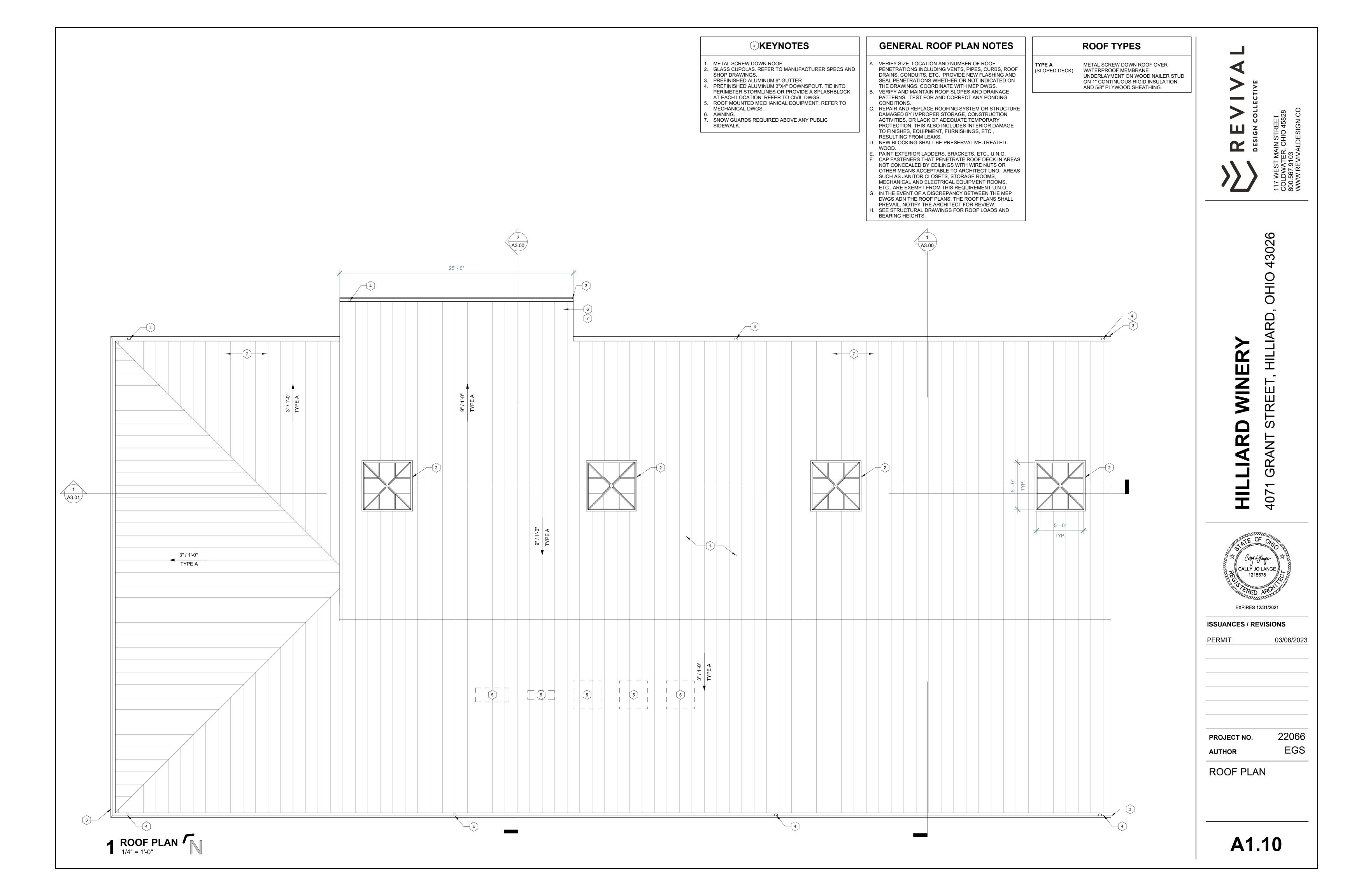
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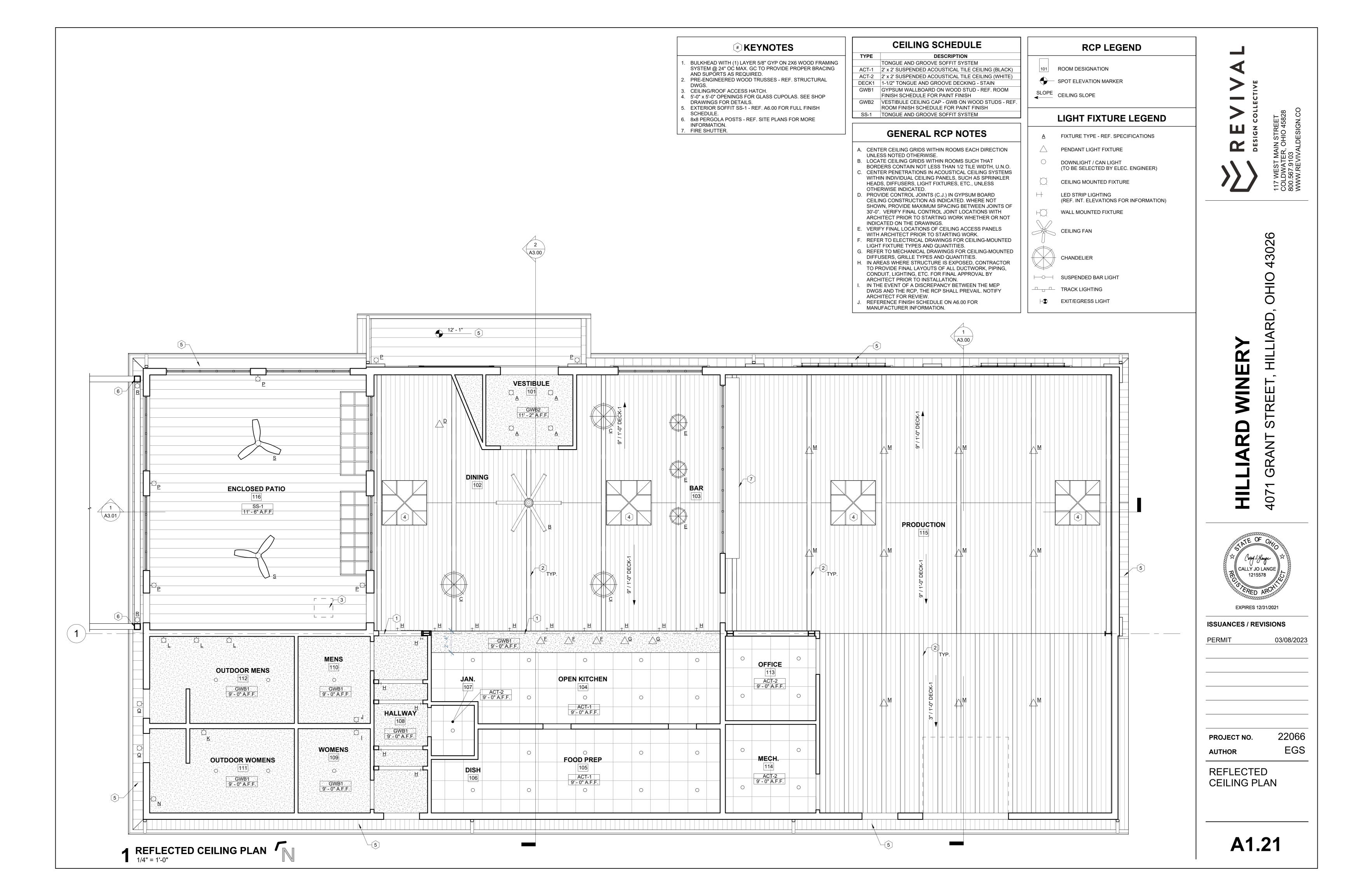
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ENCLOSURES & FENCE DETAILS

A0.04







	R	OOM FIN	NISH SCI	HEDULE		
ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARK
101	VESTIBULE	TL-1	WB-1	PT-1		1
102	DINING	CONC-1	WB-1	PT-2, VARIES	ACT-1	2
103	BAR	CONC-1	WB-1	TL-5	ACT-1	-
104	OPEN KITCHEN	TL-2	WB-2	TL-5, TL-6	ACT-2	-
105	FOOD PREP	TL-2	WB-2	WCB-1	ACT-2	-
106	DISH	TL-2	WB-2	WCB-1	ACT-2	-
107	JAN.	CONC-1	WB-2	WCB-1	ACT-3	-
108	HALLWAY	CONC-1	WB-1	WC-1	GWB, PT-1	-
109	WOMENS	TL-3	-	TL-3, TL-7, PT-3	GWB, PT-2	2
110	MENS	TL-4	-	TL-7, PT-4	GWB, PT-2	2
111	OUTDOOR WOMENS	CONC-1	-	TL-8, TL-9	GWB, PT-2	2
112	OUTDOOR MENS	CONC-1	-	TL-9, TL-10	GWB, PT-2	2
113	OFFICE	CONC-1	WB-2	WCB-1	ACT-3	-
114	MECH.	CONC-1	WB-2	WCB-1	ACT-3	-
115	PRODUCTION	CONC-1	WB-2	WCB-1		-
116	ENCLOSED PATIO	CONC-1	-	MS-1, STN-1	-	2

ROOM FINISH SCHEDULE REMARKS:

1. EXCLUDE WALL BASE WHERE WINE RACKS WILL BE INSTALLED AND SECURED TO THE WALL - REFERENCE

2. REFERENCE INTERIOR ELEVATIONS OR REFLECTED CEILING PLANS FOR ROOMS WITH MULTIPLE FINISHES.

# **FINISH PLAN LEGEND**

# ROOM FINISH TAG

101<del>-</del> ROOM NUMBER T-1 FLOOR FINISH VB-1 <del>→</del> BASE FINISH

P-1 — WALL FINISH 1 FINISH REMARK; REF. FINISH SCHEDULE

# **GENERAL NOTES**

- A. PAINT NEW AND EXISTING HOLLOW METAL DOORS, DOOR FRAMES, AND LINTELS EXPOSED TO VIEW IN FINISHED AREAS AND AT EXTERIOR LOCATIONS. B. PAINT STEEL COLUMNS, BEAMS, STRUCTURE, ETC.,
- EXPOSED TO VIEW IN FINISHED AREAS. C. PAINT METAL ACCESS PANELS, LOUVERS, UNIT VENTILATORS, AND OTHER PAINTABLE SURFACES IN ROOMS TO BE FINISHED TO MATCH HOST WALL UNO. D. DO NOT APPLY FINISHES BEHIND FIXED CABINETS/
- CASEWORK. E. PROVIDE FINISHES BEHIND FIXED EQUIPMENT SUCH AS MIRRORS, ETC.
- F. ALIGN FLOOR FINISH TRANSITIONS AT DOOR LOCATIONS WITH CENTERLINE OF DOOR SUCH THAT TRANSITION MATERIALS ARE NOT VISIBLE FROM EITHER SIDE WHEN DOOR IS IN CLOSED POSITION.



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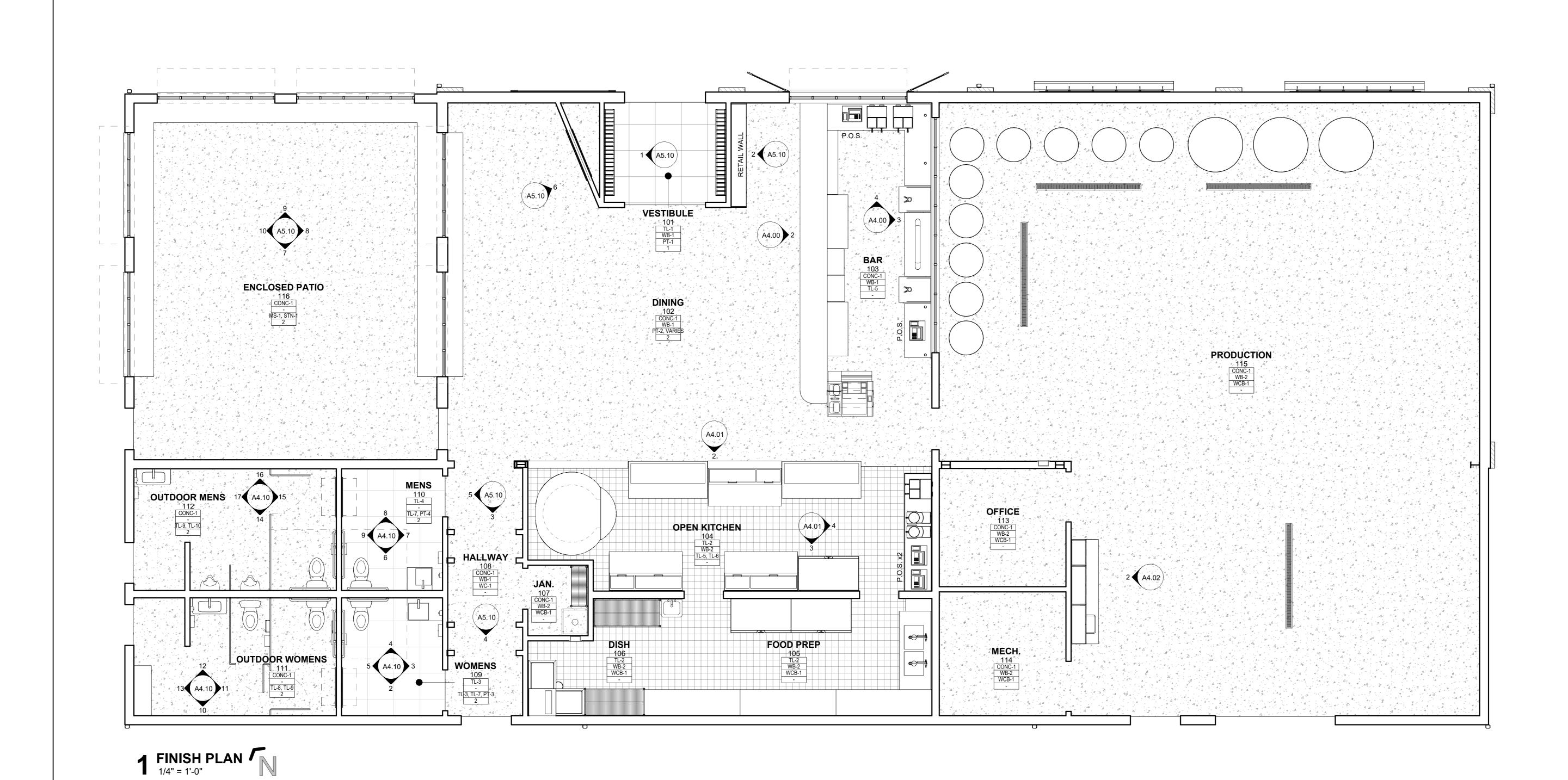
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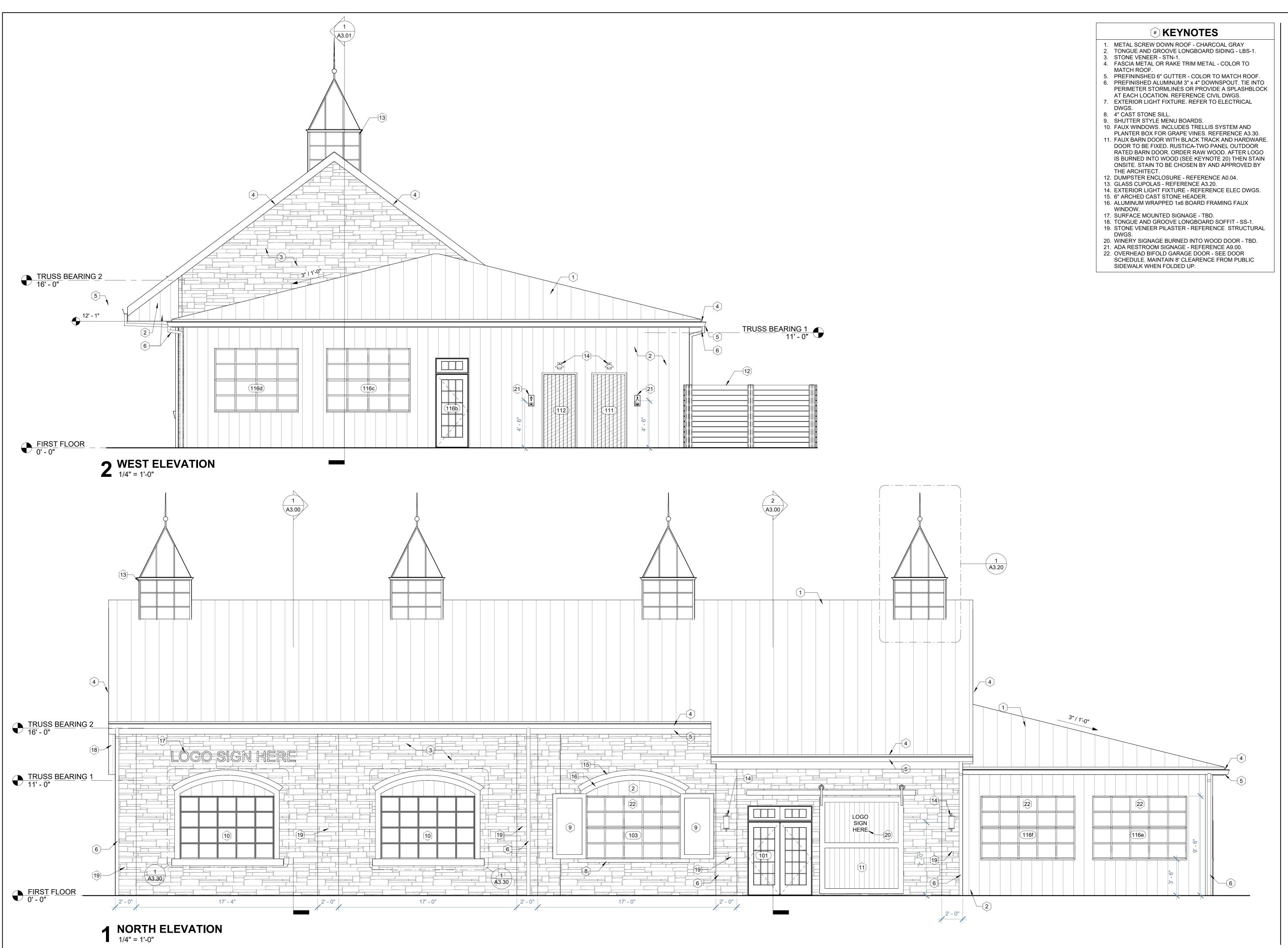
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FINISH PLAN

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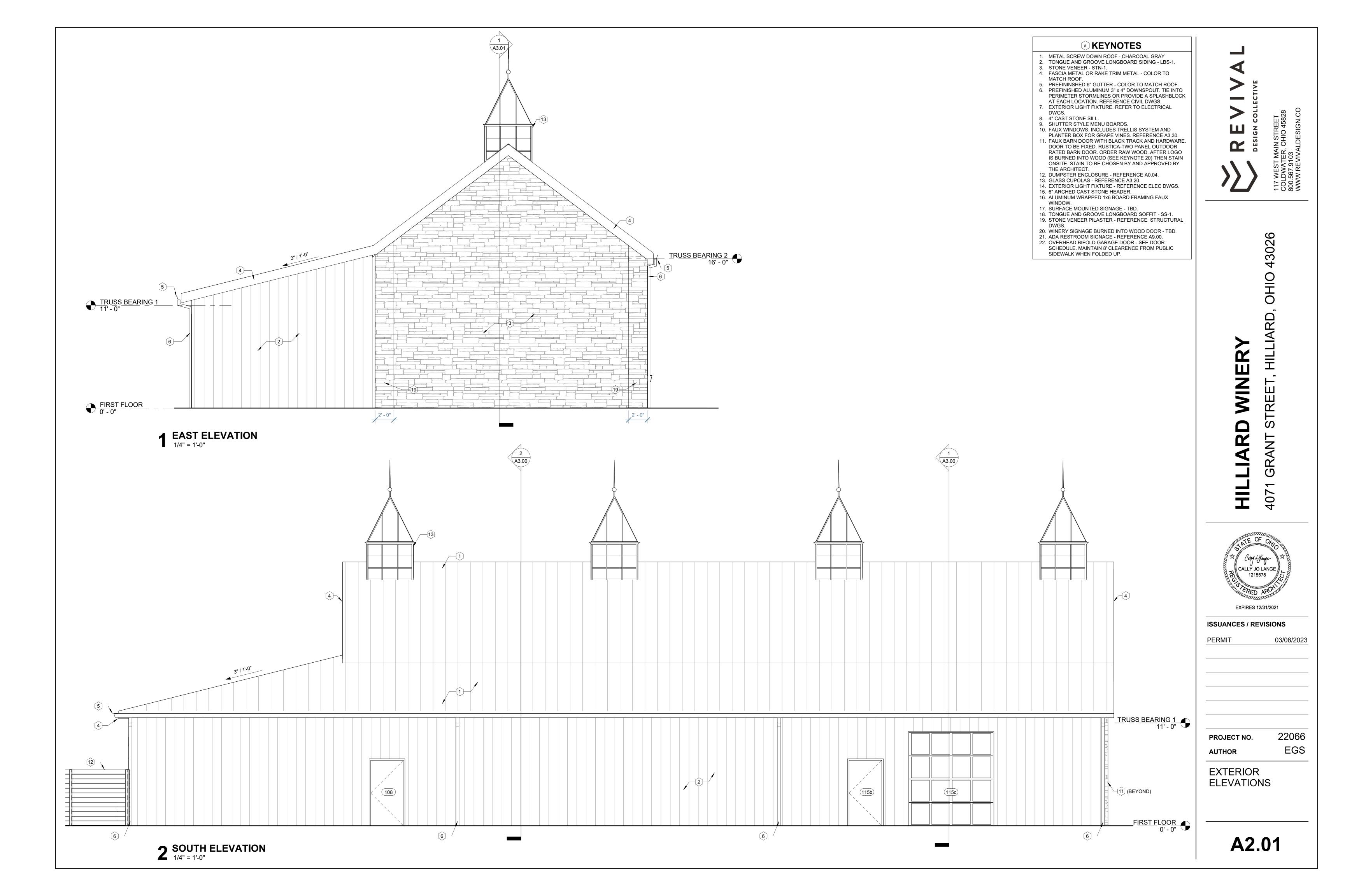
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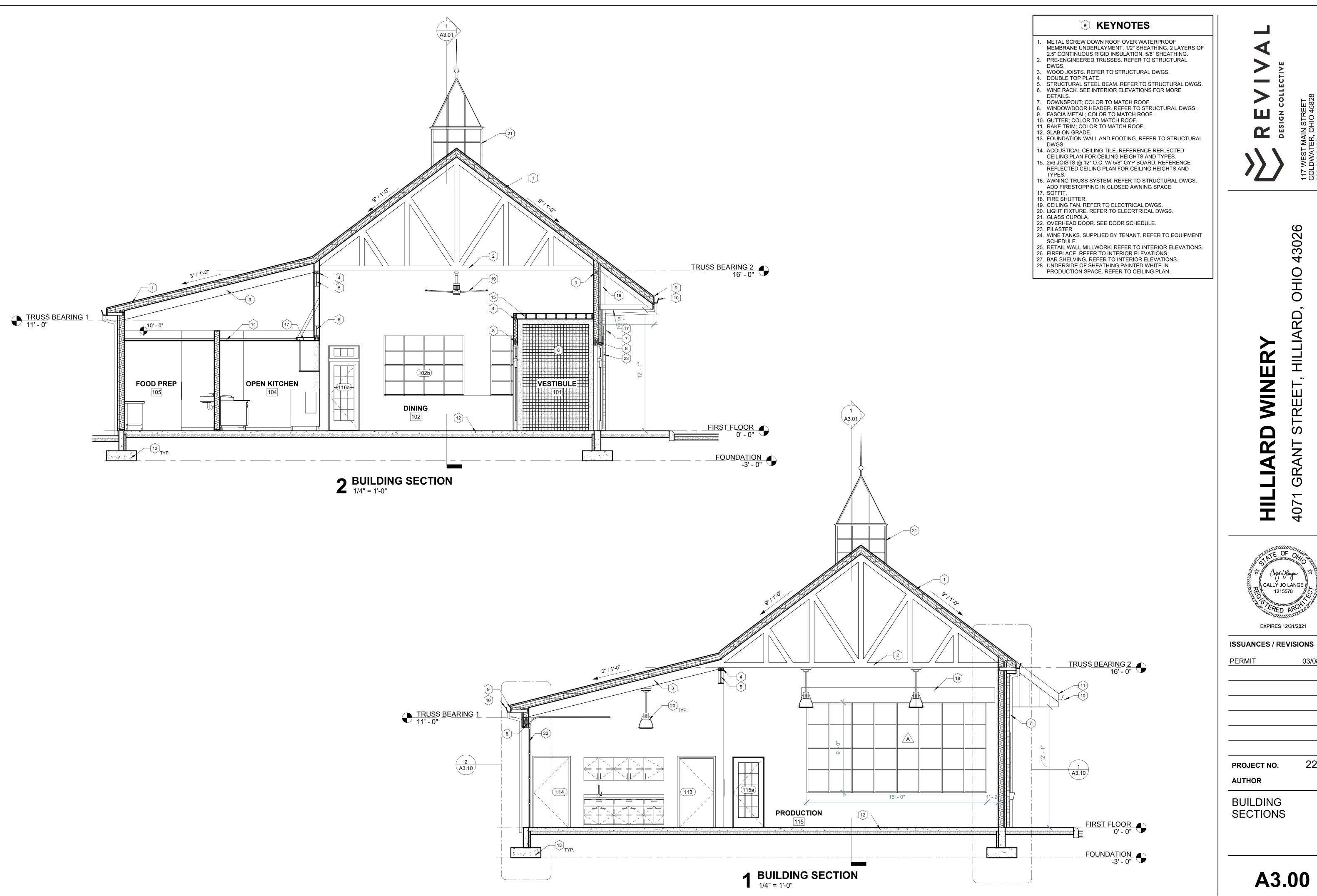
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EXTERIOR ELEVATIONS

A2.00



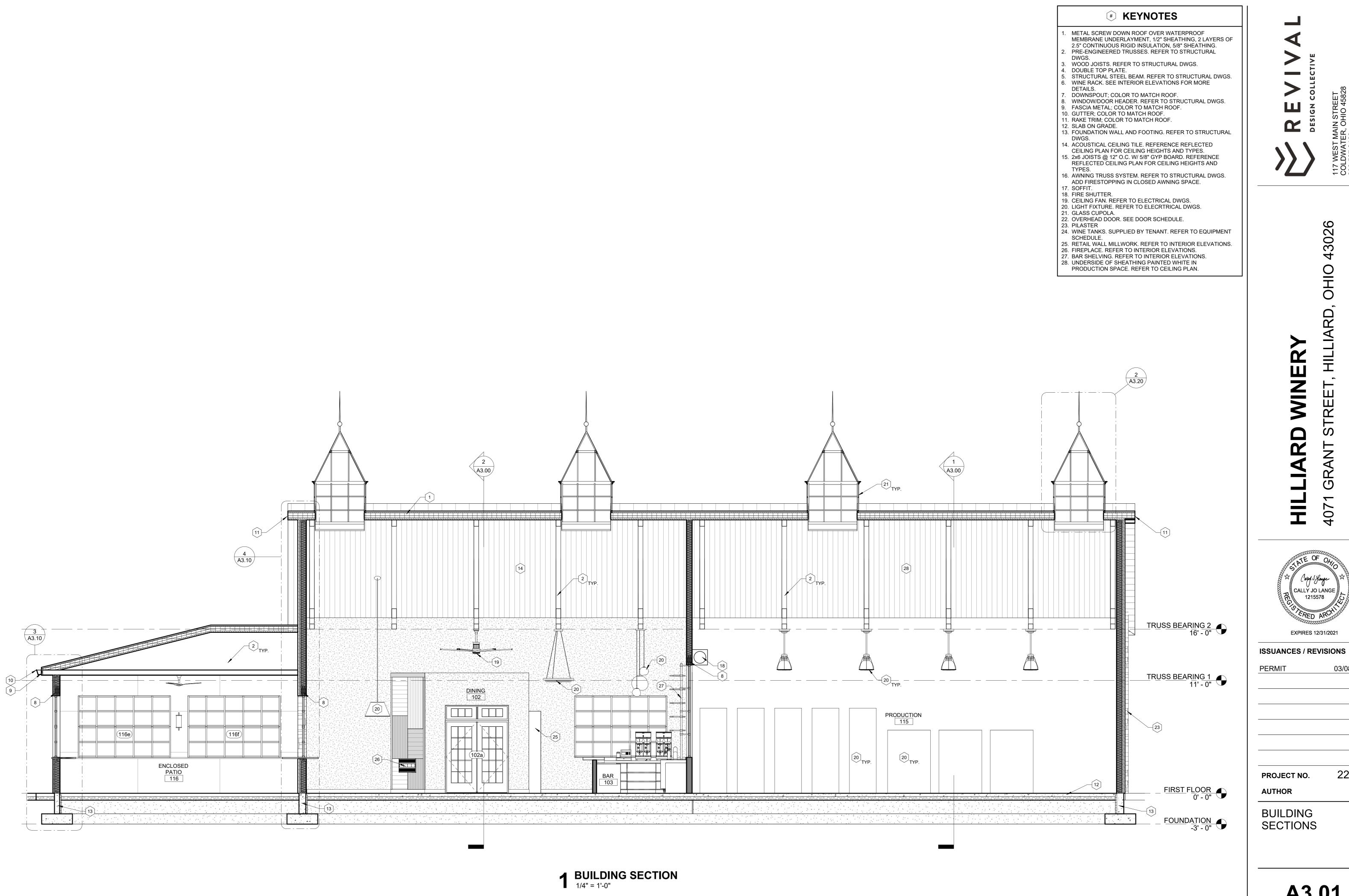


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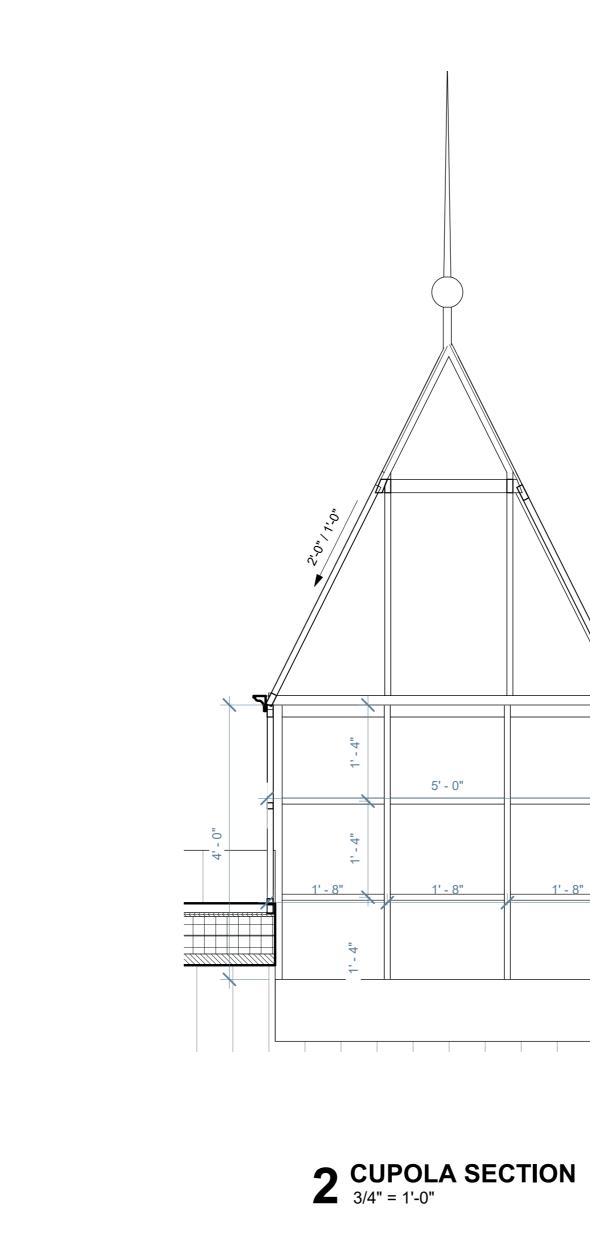
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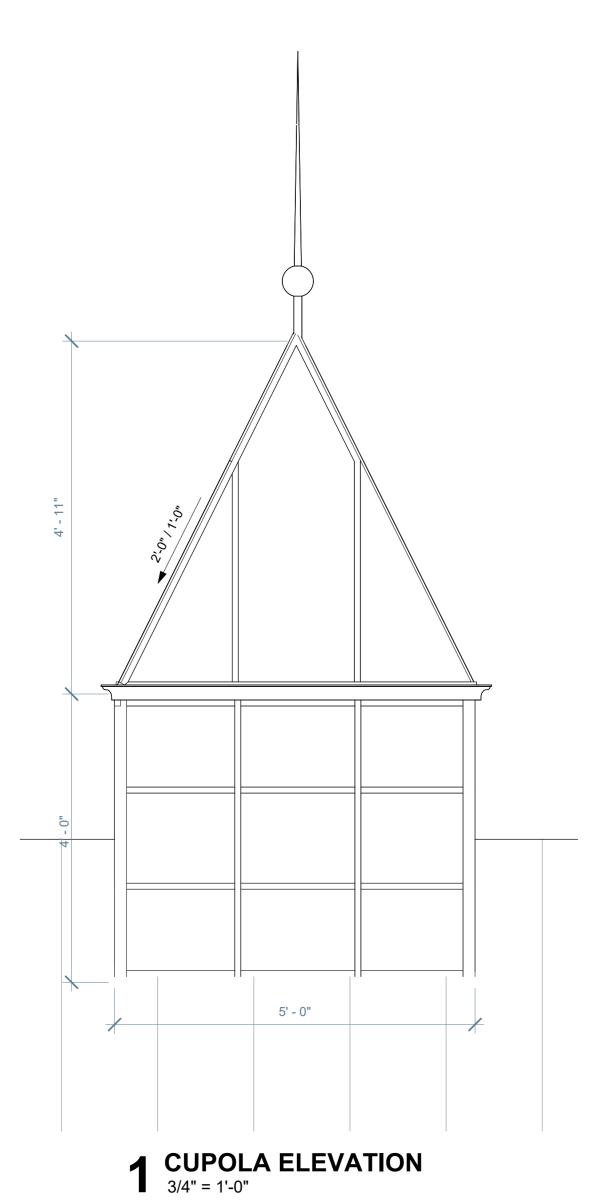
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REFERENCE MANUFACTURER SPECS AND SHOP DRAWINGS.





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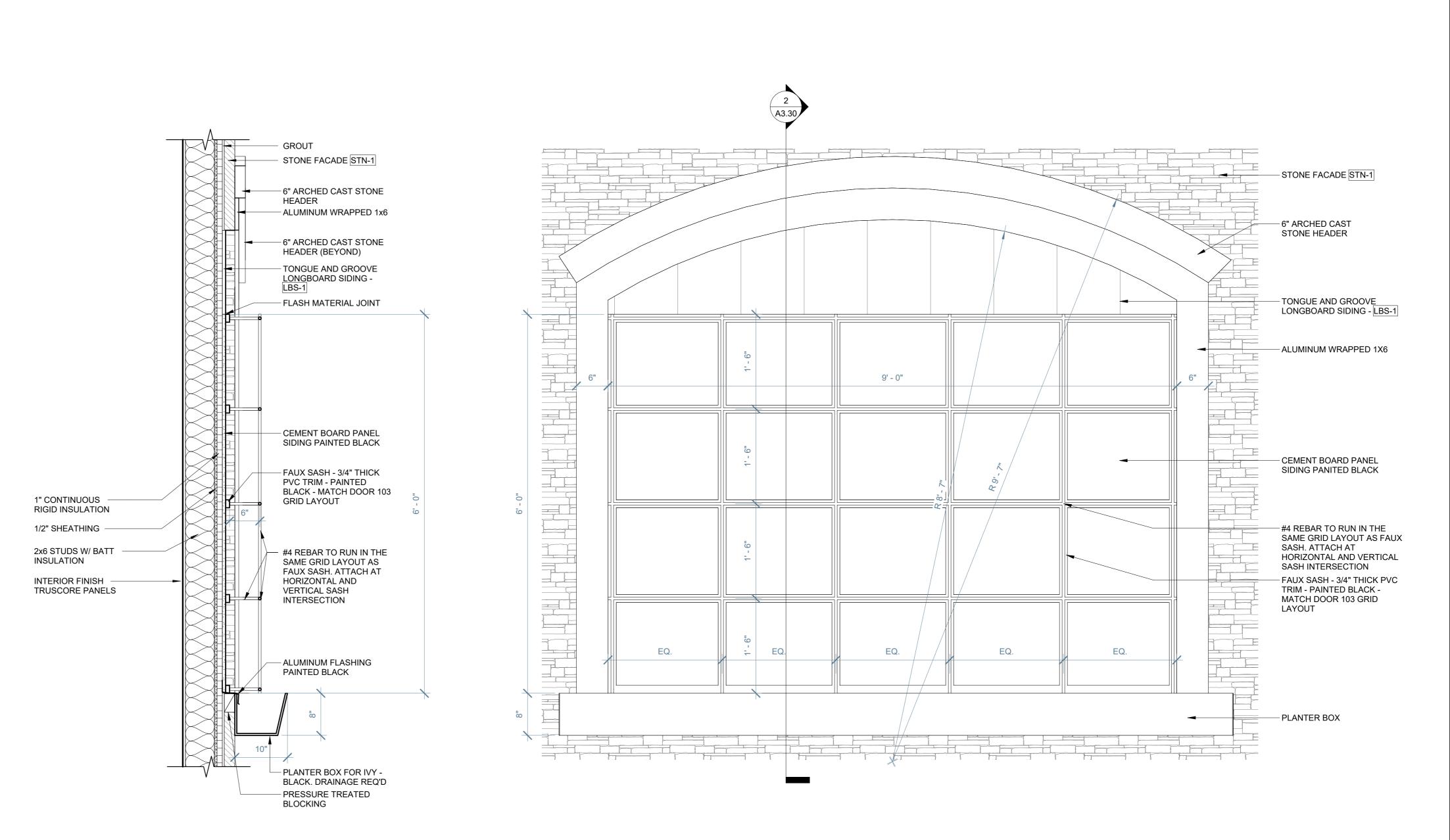
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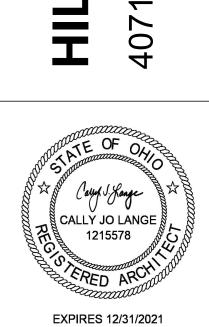
**AUTHOR** 

A3.20

**CUPOLA DETAILS** 



LIARD WINERY
GRANT STREET, HILLIARD, OHIO 43026



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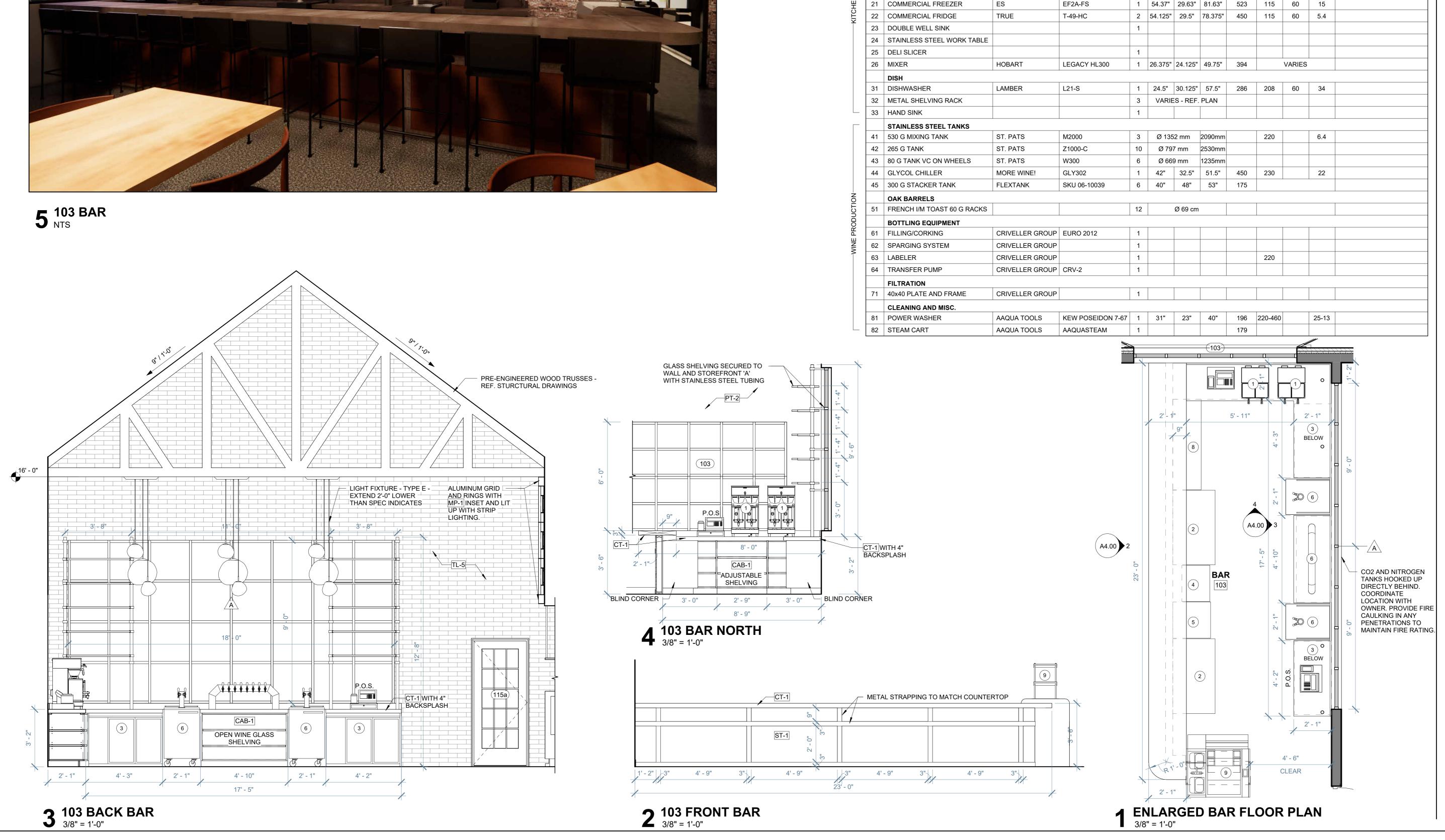
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A3.30

**2** FAUX WINDOW SECTION 1" = 1'-0"

**1** FAUX WINDOW ELEVATION DETAIL 1" = 1'-0"



MINE

**EQUIPMENT SCHEDULE** 

2 | 22.5" | 20.875" | 33"

1 24" 18.5" 33"

2 | 23.5" | 20.35" | 39.75"

1 42" 32" 68.5"

1 60" 18.75" 33"

2 49.5" 28" 34.25"

2 | 48.75" | 24.5" | 35.625" | 231

1 24" 25" 37.25" 178

1 42" 32" 68.5" 475

1 | 76.45" | 74.12" | 81.75" | 5,400

3 | 60.375" | 30.125" | 36.75" | 360 | 115 | 60 | 6.5

TCGB-72UF-W(B)-N 2 72.5" 34.25" 50.125" 857 115 60

1

VENDOR / MFG

HBB-50-HC

UBB-48G-HC

600IB1824

UDD-1-HC

PTS42L-LF

PTS42R

RT130G

600B31014213

TSSU-60-16-HC

601HTG

AVANTCO

**AVANTCO** 

REGENCY

AVANTCO

PERLICK

REGENCY

PERLICK

MARRA FORNI

TURBO AIR

TRUE

MOYER DIEBEL

FROZEN BEVERAGE DISPENSER | CARNIVAL KING

2 BOTTLE COOLER

GLASSWASHER

7 PASS-THRU STATION

9 PASS THRU STATION

OPEN KITCHEN

14 | ICED TEA DISPENSER 15 COFFEE MACHINE 16 HOT TEA MAKER

FOOD PREP

11 PIZZA OVEN

12 DISPLAY CASE

4 ICE BIN

3 BACK BAR REFRIGERATOR

6 DBL TAP BEER DISPENSER

8 UNDERBAR 3-COMP. SINK

13 FOOD PREP TABLE COOLER

WEIGHT POWER REQ. D H (LBS) VOLTS HZ AMPS REMARKS

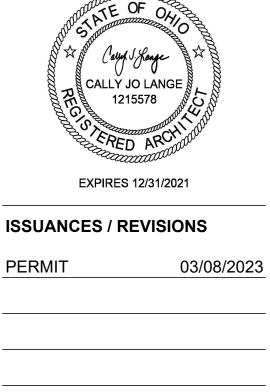
115 60 1.1 NEMA 5-15P

115 60 2 NEMA 5-15P

1.1 NEMA 5-15P

12 145,000 BTU/HR

4302 HILLIARD 407



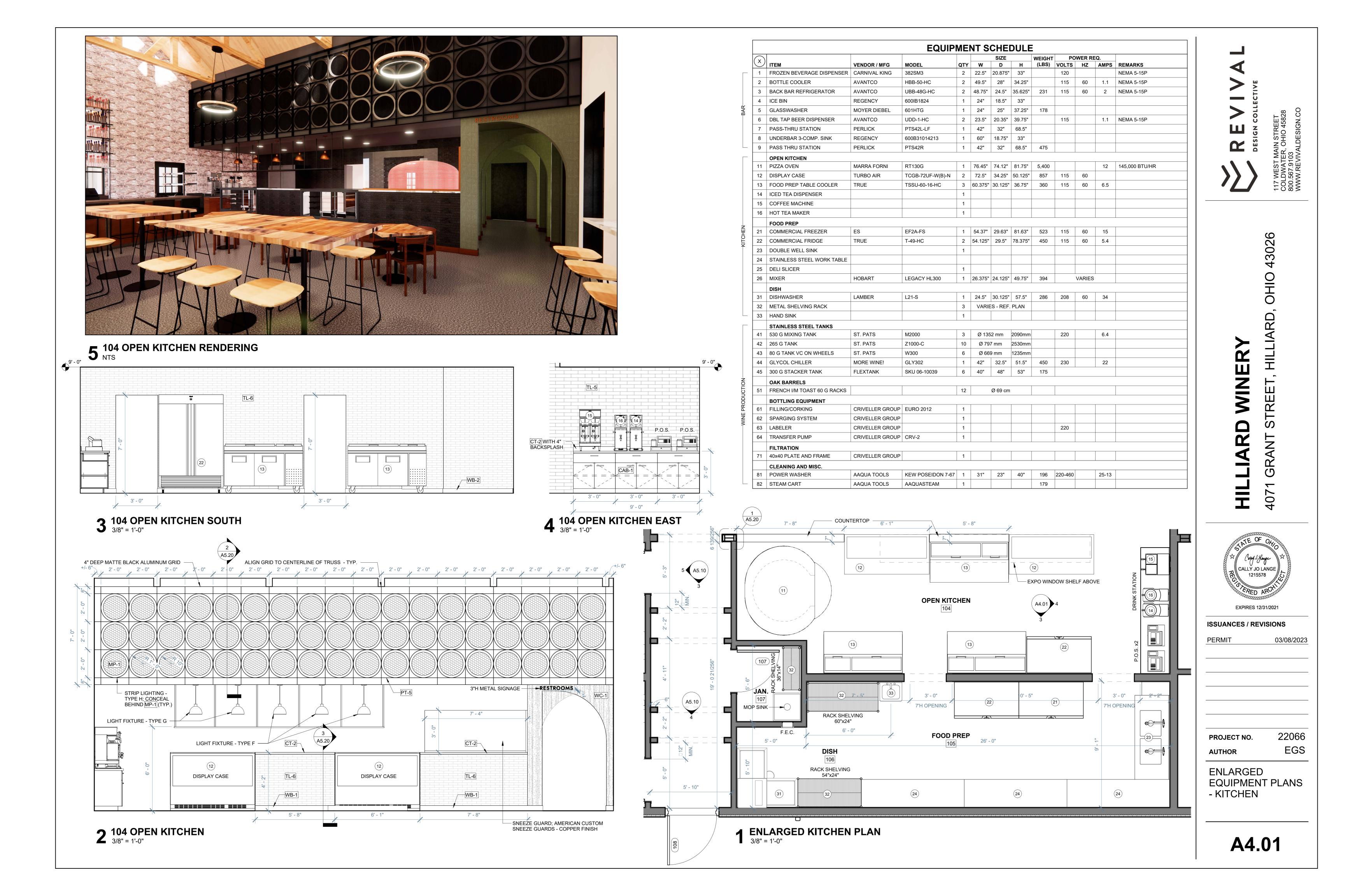
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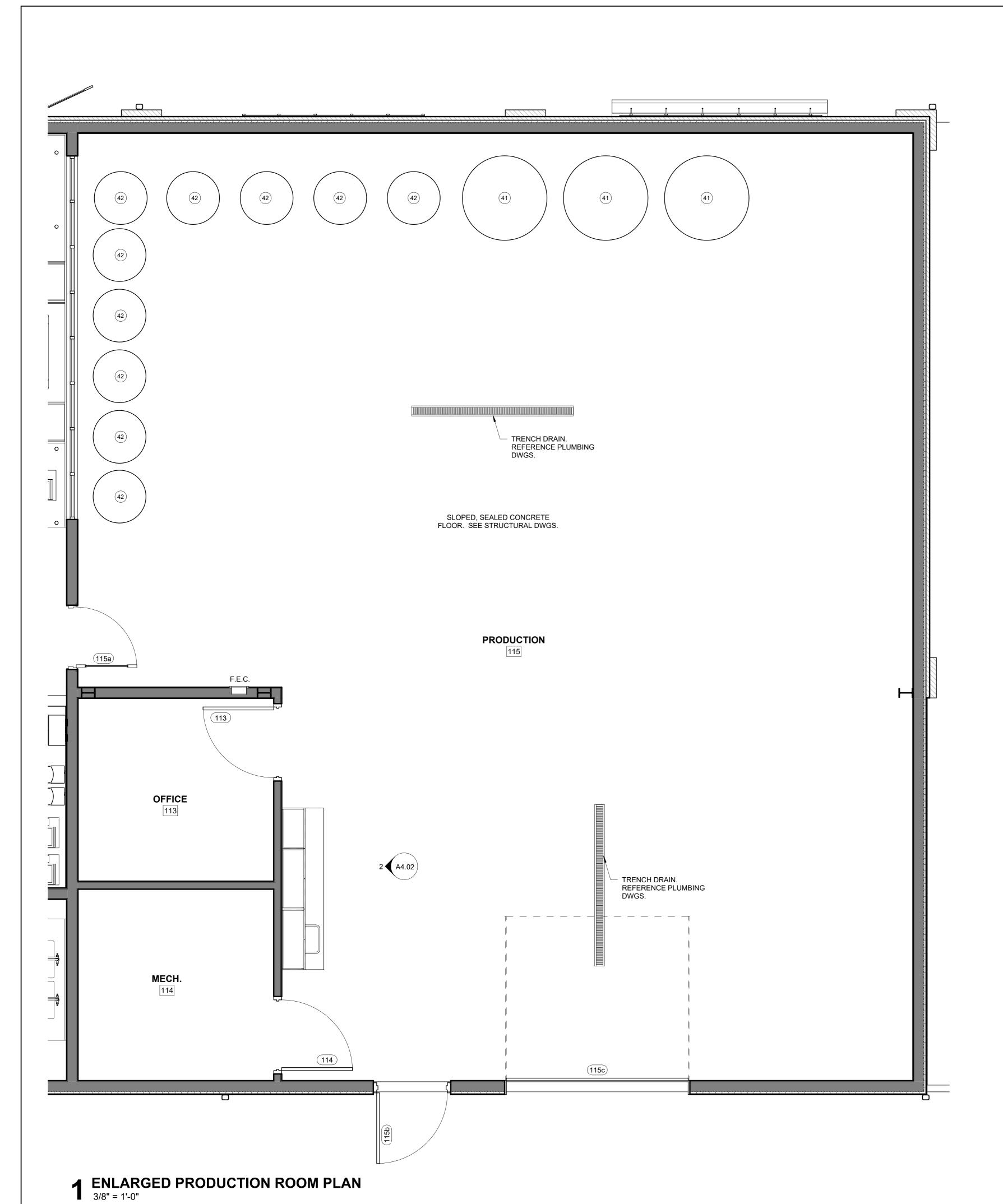
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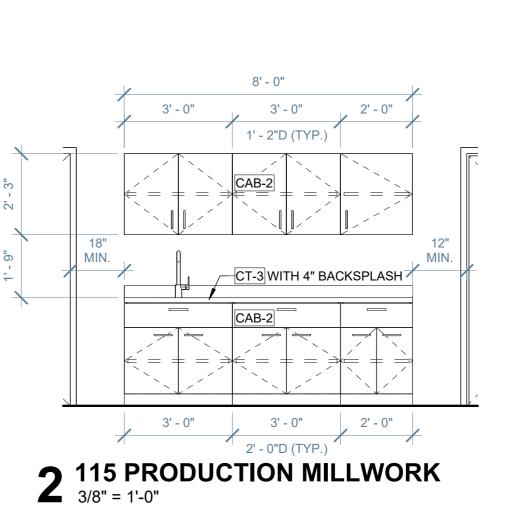
**EQUIPMENT PLANS** - BAR

**A4.00** 





$\overline{x}$						SIZE		WEIGHT	PC	WER R	EQ.	
<u> </u>	ITEM	VENDOR / MFG	MODEL	QTY	W	D	Н	(LBS)	VOLTS	HZ	AMPS	REMARKS
1	FROZEN BEVERAGE DISPENSER	CARNIVAL KING	382SM3	2	22.5"	20.875"	33"		120			NEMA 5-15P
2	BOTTLE COOLER	AVANTCO	HBB-50-HC	2	49.5"	28"	34.25"		115	60	1.1	NEMA 5-15P
3	BACK BAR REFRIGERATOR	AVANTCO	UBB-48G-HC	2	48.75"	24.5"	35.625"	231	115	60	2	NEMA 5-15P
4	ICE BIN	REGENCY	600IB1824	1	24"	18.5"	33"					
5	GLASSWASHER	MOYER DIEBEL	601HTG	1	24"	25"	37.25"	178				
6	DBL TAP BEER DISPENSER	AVANTCO	UDD-1-HC	2	23.5"	20.35"	39.75"		115		1.1	NEMA 5-15P
7	PASS-THRU STATION	PERLICK	PTS42L-LF	1	42"	32"	68.5"					
8	UNDERBAR 3-COMP. SINK	REGENCY	600B31014213	1	60"	18.75"	33"					
9	PASS THRU STATION	PERLICK	PTS42R	1	42"	32"	68.5"	475				
	OPEN KITCHEN										-1	1
11	PIZZA OVEN	MARRA FORNI	RT130G	1	76.45"	74.12"	81.75"	5,400			12	145,000 BTU/HR
12	DISPLAY CASE	TURBO AIR	TCGB-72UF-W(B)-N	2	72.5"	34.25"	50.125"	857	115	60		
13	FOOD PREP TABLE COOLER	TRUE	TSSU-60-16-HC	3	60.375"	30.125"	36.75"	360	115	60	6.5	
14	ICED TEA DISPENSER			1								
15	COFFEE MACHINE			1								
16	HOT TEA MAKER			1								
	FOOD PREP											I .
21	COMMERCIAL FREEZER	ES	EF2A-FS	1	54.37"	29.63"	81.63"	523	115	60	15	
22	COMMERCIAL FRIDGE	TRUE	T-49-HC	2	54.125"	29.5"	78.375"	450	115	60	5.4	
23	DOUBLE WELL SINK			1								
24	STAINLESS STEEL WORK TABLE											
25	DELI SLICER			1								
26	MIXER	HOBART	LEGACY HL300	1	26.375"	24.125"	49.75"	394		VARIES	 }	
	DISH	-										
31	DISHWASHER	LAMBER	L21-S	1	24.5"	30.125"	57.5"	286	208	60	34	
32	METAL SHELVING RACK			3		S - REF.						
33	HAND SINK			1								
	STAINLESS STEEL TANKS											
41	530 G MIXING TANK	ST. PATS	M2000	3	Ø 135	2 mm	2090mm		220		6.4	
42	265 G TANK	ST. PATS	Z1000-C	10	Ø 79		2530mm		220		0.1	
43	80 G TANK VC ON WHEELS	ST. PATS	W300	6	Ø 669		1235mm					
44	GLYCOL CHILLER	MORE WINE!	GLY302	1	42"	32.5"	51.5"	450	230		22	
45	300 G STACKER TANK	FLEXTANK	SKU 06-10039	6	40"	48"	53"	175	250			
70		ILLAIAM	ONO 00-10008		+0	70	55	173				
51	OAK BARRELS FRENCH I/M TOAST 60 G RACKS			12		Ø 69 cm						
J1				12		Ø 09 GIII						
61	BOTTLING EQUIPMENT FILLING/CORKING	CRIVELLER GROUP	FURO 2012	1								
62	SPARGING SYSTEM	CRIVELLER GROUP	2010 2012	1								
	LABELER	CRIVELLER GROUP		1					220			
-	TRANSFER PUMP	CRIVELLER GROUP	CDV 2	1					220			
64		CRIVELLER GROUP	UNV-Z									
71	FILTRATION  40×40 DI ATE AND EDAME	CDIVELLED CDOUB		1								
71	40x40 PLATE AND FRAME	CRIVELLER GROUP		1								
0.4	CLEANING AND MISC.	AAOUA TOOLO	VEW DOOF DON'T CT		04"	00"	40"	400	000 400		05.40	
81	POWER WASHER	AAQUA TOOLS	KEW POSEIDON 7-67	1	31"	23"	40"	196	220-460		25-13	



HILLIARD, WINERY

CALLY JO LANGE 1215578  EXPIRES 12/31/2021
ISSUANCES / REVISIONS
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03/08/2023 PERMIT

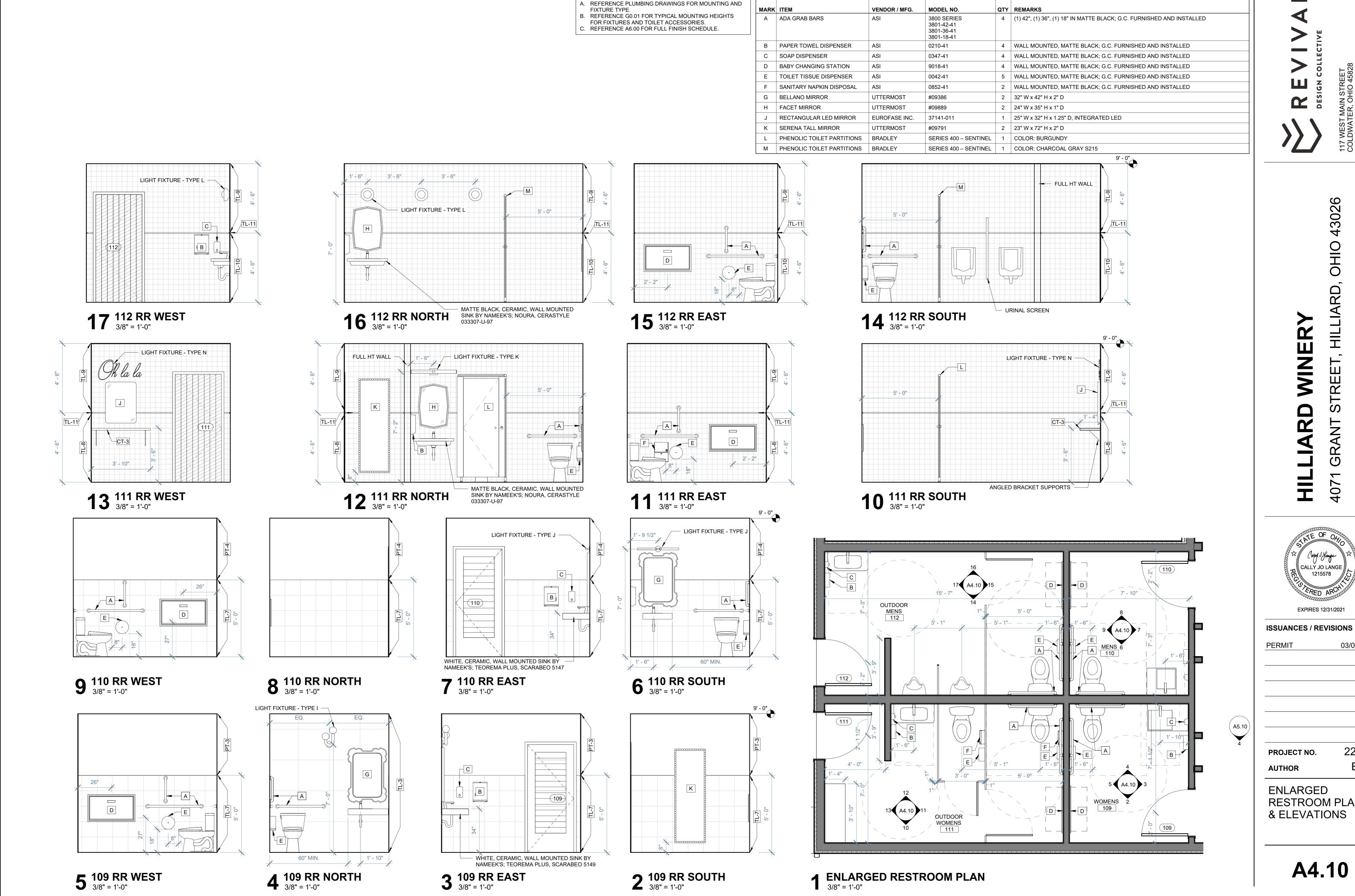
PROJECT NO.

22066 EGS **AUTHOR** 

**ENLARGED EQUIPMENT PLANS** 

- PRODUCTION

A4.02



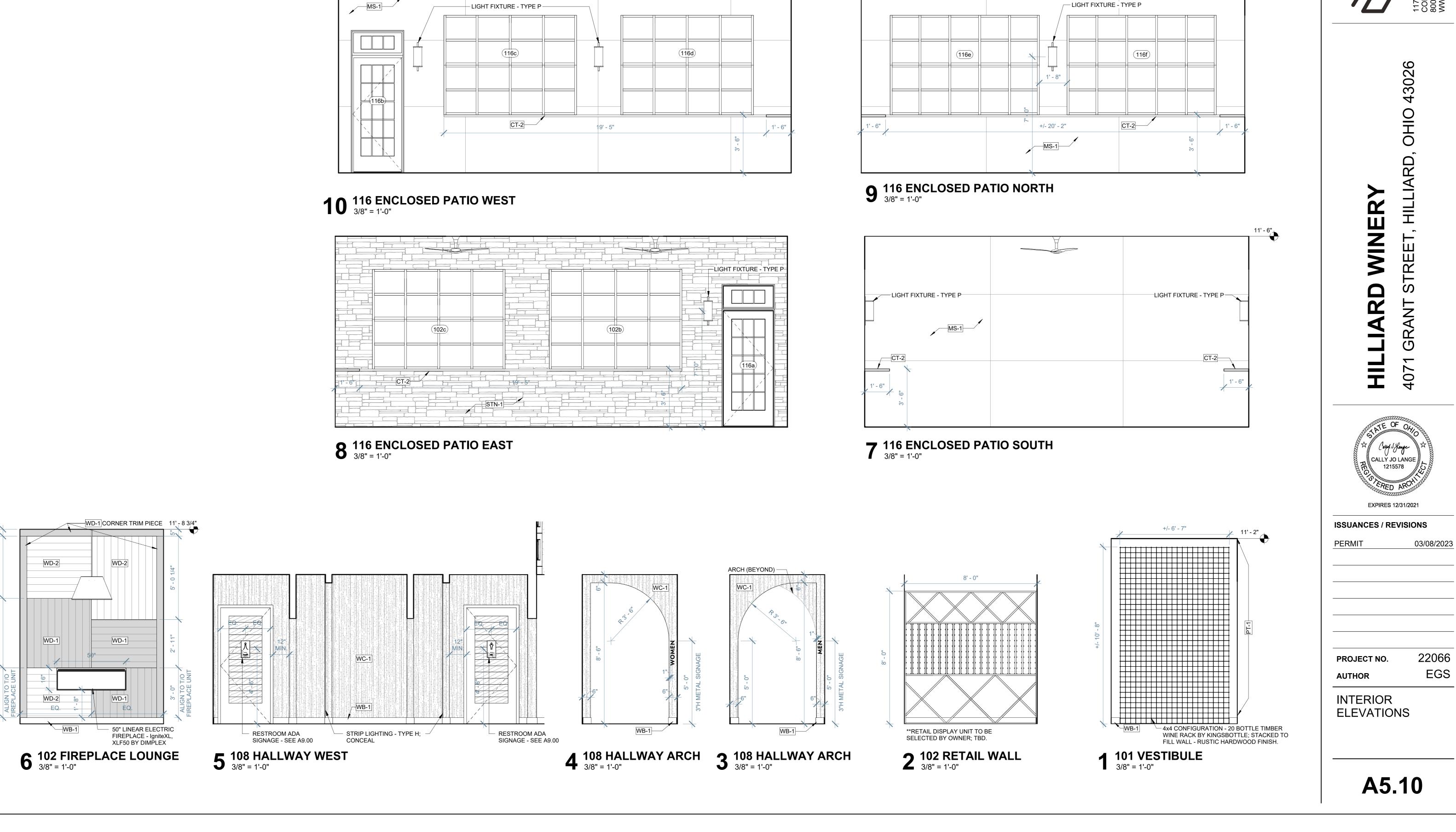
**GENERAL NOTES** 

**TOILET ACCESSORY SCHEDULE** 

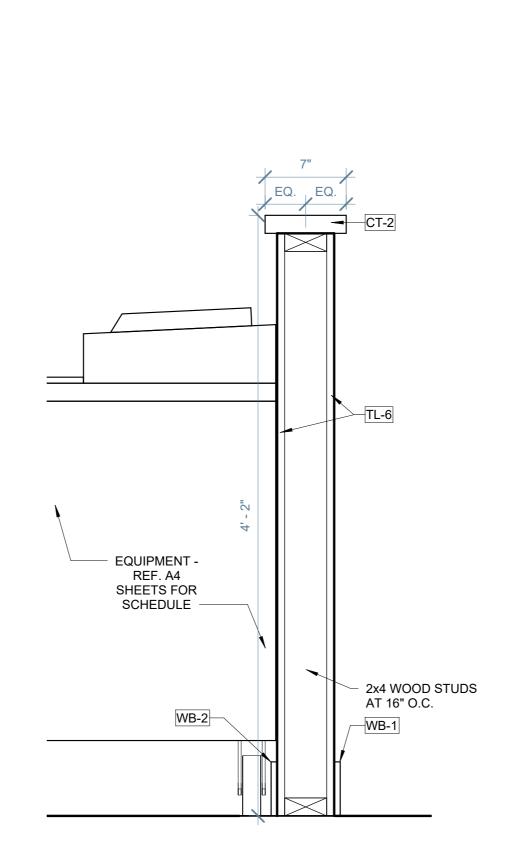
03/08/2023

22066 EGS

RESTROOM PLANS



REVIVA
DESIGN COLLECTIVE



3 OPEN KITCHEN COUNTERTOP SECTION 1 1/2" = 1'-0"

# 2 BULKHEAD W/ DECORATIVE METAL SECTION 1 1/2" = 1'-0"

- 4" DEEP ALUMINUM



- 24" Ø ALUMINUM ALLOY RING; PAINT BLACK. - ALUMINUM; PAINT BLACK.

STRIP LIGHTING - TYPE H; CONCEAL BEHIND PERFORATED METAL SHEET MP-1

EXPIRES 12/31/2021 ISSUANCES / REVISIONS PERMIT - GYPSUM WRAP — STEEL STRUCTURAL COLUMN. REFERENCE STRUCTURAL DRAWINGS

407

03/08/2023

22066

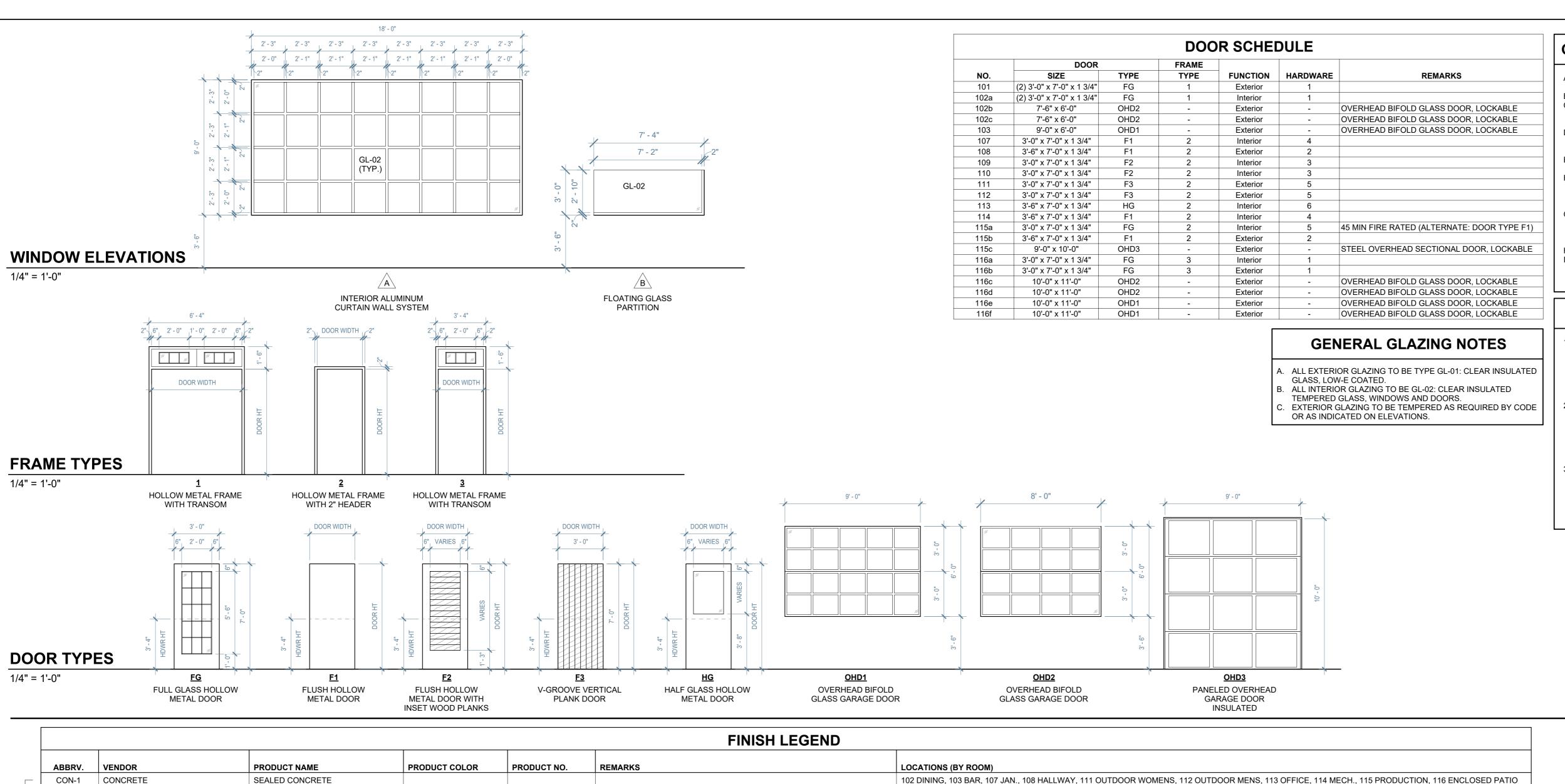
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A5.20

INTERIOR DETAILS

PROJECT NO.

**AUTHOR** 



### SEALED CONCRETE 102 DINING, 103 BAR, 107 JAN., 108 HALLWAY, 111 OUTDOOR WOMENS, 112 OUTDOOR MENS, 113 OFFICE, 114 MECH., 115 PRODUCTION, 116 ENCLOSED PATIO CON-1 CONCRETE HIGHSTYLE STONE AND CONCRETE | COCCI SPACCATO CENERE 24" x 24", PATTERN: STACKED 101 VESTIBULE TL-1 104 OPEN KITCHEN, 105 FOOD PREP, 106 DISH TL-2 DALTILE **QUARRY TILE** RED BLAZE OQ40 6" x 6", PATTERN: STACKED TILEBAR SUMMER BLOOM 24" x 24", PATTERN: STACKED 109 WOMENS (FLOOR & VANITY WALL) TL-3 TL-4 TILEBAR HALO TEXTURED MERCURY CHARCOAL 24" x 24", PATTERN: STACKED 9.5 MM 110 WOMENS URBAN BRICK CLAY TILE **TILEBAR** FADED BLACK 103 BAR, 104 OPEN KITCHEN TL-5 2" x 9", PATTERN: RUNNING BOND TL-6 **GLAZED BRICK** LICORICE 2" x 8", PATTERN: RUNNING BOND 104 OPEN KITCHEN PORCELANOSA GROUP SAFARY WHITE 400033248 12" x 12", MOSAIC SHEET 109 WOMENS, 110 MENS TL-7 PM LINES DESIGN AND DIRECT SOURCE CEV PALMONA BURGUNDY SATIN 4" x 4", PATTERN: STACKED TL-8 111 OUTDOOR WOMENS DESIGN AND DIRECT SOURCE **CEV PALOMA** BONE SATIN 4" x 4", PATTERN: STACKED 111 OUTDOOR WOMENS, 112 OUTDOOR MENS TL-9 TL-10 DESIGN AND DIRECT SOURCE CEV PALOMA BOTTLE GREEN 4" x 4", PATTERN: STACKED 112 OUTDOOR MENS TL-11 TILEBAR LANCASTER BRISTOL PENCIL LINER NOIR POLISHED .75" x 12" 111 OUTDOOR WOMENS, 112 OUTDOOR MENS SHERWIN WILLIAMS PT-1 PAINT SATIN FINISH SECRET GARDEN SW6181 101 VESTIBULE, 108 HALLWAY (CEILING) PT-2 PAINT SW7042 SATIN FINISH SHERWIN WILLIAMS SHOJI WHITE 102 DINING, ALL RESTROOM CEILINGS PT-3 PAINT SATIN FINISH SHERWIN WILLIAMS SHOW STOPPER SW7588 109 WOMENS PAINT STOLEN KISS SW7586 SATIN FINISH 110 MENS PT-4 SHERWIN WILLIAMS 102 DINING, 104 OPEN KITCHEN (BULKHEAD) PT-5 SHERWIN WILLIAMS PAINT TRICORN BLACK SW6258 SATIN FINISH CARNEGIE XOREL, METEOR 6427W 2017 WC-1 WALLS & ARCHES 108 HALLWAY WCB-1 TRUSSCORE WALL AND CEILING BOARD WALLS ONLY WHITE 105 FOOD PREP, 106 DISH, 107 JAN., 113 OFFICE, 114 MECH., 115 PRODUCTION TARKETT JOHNSONITE MILLWORK REVEAL 63 BURNT EMBER 4 1/2" WALL BASE WB-1 101 VESTIBULE, 102 DINING, 103 BAR, 108 HALLWAY WB-2 63 BURNT EMBER 4" WALL BASE TARKETT JOHNSONITE MILLWORK BASE WORKS 104 OPEN KITCHEN, 105 FOOD PREP, 106 DISH, 107 JAN., 113 OFFICE, 114 MECH., 115 PRODUCTION PIONEER MILLWORKS FIR CHARCOAL 5" x 8'-16' WALL SIDING PANELS; SEE INT. ELEVATIONS FOR LAYOUT 102 DINING (FIREPLACE LOUNGE) WD-1 SHOU SUGI BAN WD-2 PIONEER MILLWORKS SHOU SUGI BAN LARCH SHALLOW CHAR 5" x 8'-16' WALL SIDING PANELS; SEE INT. ELEVATIONS FOR LAYOUT 102 DINING (FIREPLACE LOUNGE) MS-1 MOZ DESIGN INC. DECORATIVE METAL SHEET PATINA 201 116 ENCLOSED PATIO 48" x 96" x .040"-.25" SOLID-CORE ALUMINUM SHEET McNICHOLS 17183163M2 MP-1 METAL PERFORATED ALUM. SHEET 36" x 24" SHEET; MATTER BLACK POWDERCOAT; SEE INT. ELEVATIONS 102 DINING CT-1 LA BASTILLE SHEET ZINC MILLEU COUNTERTOP 103 BAR CT-2 DEKTON KHALO STONIKA X-GLOSS COUNTERTOP 102 DINING, 104 OPEN KITCHEN, 116 ENCLOSED PATIO FIELDSTONE FINISH CT-3 WILSONART LISOLA 5043K-15 COUNTERTOP 111 OUTDOOR WOMENS, 115 PRODUCTION CUSTOM CASEWORK CAB-1 CABINETRY ST-1 (SEE BELOW) BAR & BACK BAR CASEWORK 103 BAR, 104 OPEN KITCHEN CAB-2 RUSKIN OAK 17001K-57 CABINETRY 115 PRODUCTION WILSONART CUSTOM LAMINATE CABINETS HWD-1 SCHLAGE INT. DOOR HARDWARE; L SERIES 622 MATTE BLACK LEVER M57 107 JAN., 109 WOMENS, 110 MENS, 113 OFFICE, 114 MECH. ST-1 MINWAX STAIN RAW COCOA MW1064 CASEWORK AT BAR & RETAIL DISPLAY; SEE INT. ELEVATIONS 102 DINING, 103 BAR, 104 OPEN KITCHEN ACT-1 ARMSTRONG CIRRUS HIGH NRC TECH BLACK

104 OPEN KITCHEN, 105 FOOD PREP, 106 DISH

102 DINING, 103 BAR, 115 PRODUCTION

116 ENCLOSED PATIO, EXTERIOR FACADE

116 ENCLOSED PATIO, EXTERIOR SOFFIT

EXTERIOR SEMI-COVERED PATIO

113 OFFICE, 114 MECH.

EXTERIOR FACADE

24" x 24" LAY-IN ACOUSTICAL CEILING TILE

24" x 24" LAY-IN ACOUSTICAL CEILING TILE

AWNING/SHADE FABRIC FOR BASKET WEAVE AWNING

STAIN FOR ROOF DECKING

LEDGESTONE

4" V-GROOVE

4" V-GROOVE

ACT-2

ST-2

STN-1

LBS-1

SS-1

SF-1

ARMSTRONG

HORIZON STONE

LONG BOARD

LONG BOARD

LUMERA SOLIDS

MINWAX

CIRRUS HIGH NRC

TONGUE AND GROOVE SIDING

TONGUE AND GROOVE SOFFIT

STAIN

OLD WORLD

SATTLER

WHITE

WEATHERED OAK

DARK ANTIQUE OAK

DARK ANTIQUE OAK

HERMITAGE

BARITE 712

MW270

# **GENERAL DOOR SCHEDULE NOTES**

- A. THESE GENERAL NOTES APPLY TO SERIES A6.00 DOOR
- SCHEDULE DRAWINGS.
- UNDERCUT DOORS AS REQUIRED BY FINAL FLOOR FINISH. PROVIDE SEALANT BETWEEN HOLLOW METAL FRAME PERIMETERS AND SURROUNDING WALL CONSTRUCTION UNLESS OTHERWISE INDICATED.
- PROVIDE SEALANT BETWEEN INTERIOR AND EXTERIOR STOREFRONT FRAME PERIMETERS AND SURROUNDING WALL CONSTRUCTION UNLESS OTHERWISE INDICATED. SPOT GROUT NEW HOLLOW METAL DOOR FRAMES IN
- GYPSUM BOARD WALL CONSTRUCTION. WHERE A FIRE RATING IS INDICATED ON THE DOOR SCHEDULE, HARDWARE AND DOOR ASSEMBLY
- COMPONENTS SHALL MEET THE REQUIREMENTS OF THAT 6. WHERE ACOUSTICAL RATING IS INDICATED ON THE DOOR SCHEDULE, HARDWARE AND DOOR ASSEMBLY
- COMPONENTS SHALL MEET THE REQUIREMENTS OF THAT RAITING. INSTALL DOOR GLASS USING WET-GLAZING METHOD. ALL EXTERIOR DOORS SHOULD BE WEATHER-STRIPPED AND HAVE WEATHER THRESHOLDS.

# **DOOR HARDWARE**

- PANIC EXIT DEVICE PULL HANDLE HINGES CLOSER WEATHER STRIPPING THRESHOLD
- HANDLE LEVER TYPE **ENTRANCE LOCKSET** HINGES
- CLOSER WEATHER STRIPPING THRESHOLD
- PRIVACY LOCKSET HINGES HANDLE - LEVER TYPE CLOSER DOOR STOP KICKPLATE
- 4 STOREROOM LOCKSET HINGES HANDLE - LEVEL TYPE DOOR STOP CLOSER
- PASSAGE SET HINGES HANDLE - LEVEL TYPE DOOR STOP CLOSER
- NOTE: ALL INTERIOR HARDWARE TO BE HWD-1; SEE FULL FINISH SCHEDULE

CALLY JO LANGE 1215578 EXPIRES 12/31/2021

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ISSUANCES / REVISIONS

PERMIT 03/08/2023

22066

PROJECT NO.

**AUTHOR** 

**SCHEDULES** 

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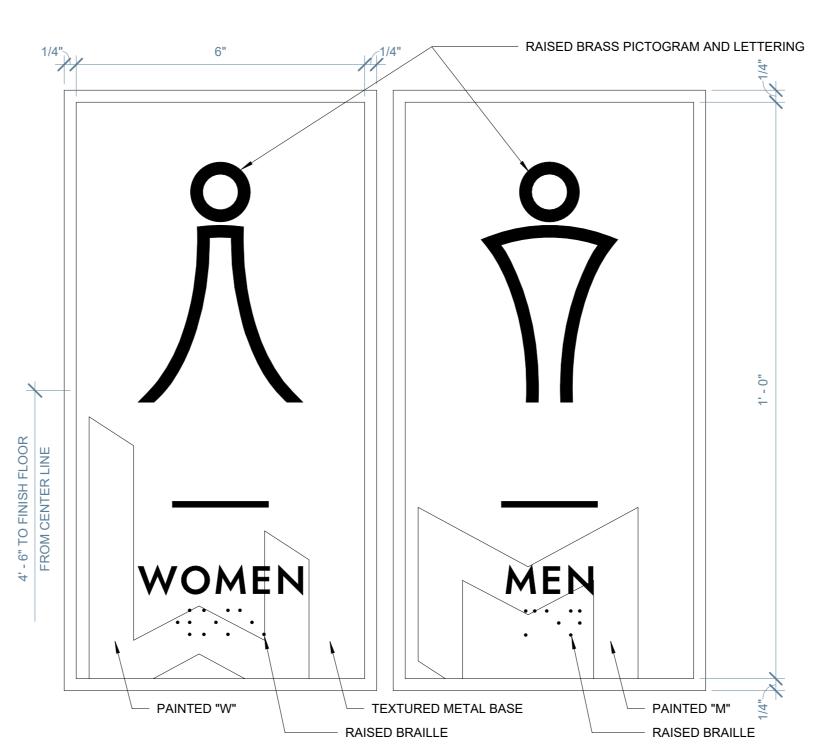
MINE

# **GENERAL SIGNAGE NOTES**

- . SIGNAGE CONTRACTOR RESPONSIBLE FOR ALL CODE RELATED SIGNAGE PER LOCAL JURISDICTIONAL REQUIREMENTS. ALL SIGNS TO BE ADA COMPLIANT.
- . NUMBER AND NAME ON SIGN TO MATCH ROOM NUMBER AND NAME AS INDICATED ON FLOOR PLANS, UNLESS NOTED OTHERWISE. COPY SHOWN ON SIGN TYPES ON THIS SHEET ARE FOR REFERENCE ONLY.
- SIGNAGE CONTRACTOR IS RESPONSIBLE FOR TYPE SETTING ALL SIGNS, INCLUDING BRAILLE. FONT TO BE "ORATOR STD MEDIUM" ARTWORK FOR PICTOGRAPHS IS TO BE PROVIDED BY ARCHITECT.
- . ROOM SIGNS SHALL BE WALL MOUNTED WITH TWO-FACE TAPE ON THE EXTERIOR OR CORRIDOR SIDE OF DOORS ENTERING ROOMS ON THE LATCH SIDE OF A SINGLE DOOR, RIGHT SIDE OF A DOUBLE DOOR, DIRECTLY ADJACENT TO OPENING, OR CLOSEST AVAILABLE WALL SURFACE. SIGNS SHALL BE MOUNTED 9" O.C. FROM LEADING EDGE OF DOOR FRAME, TYPICAL. REFER TO LOCAL JURISDICTIONAL CODES FOR ADDITIONAL REQUIREMENTS. ANY CONFLICTS TO BE BROUGHT TO ARCHITECT'S ATTENTION.
- SIGN MATERIAL TO BE ACRYLIC SUBSURFACE PAINTED "MATHEWS PAINT, MP #432351 WHITE SPIRIT". RAISED COPY AND BRAILLE TO BE PAINTED "MATHEWS PAINT, MP #13795 GRAYNOLA". UNLESS NOTED OTHERWISE ON SIGN TYPE. SUBSTITUTION OF ANY MATERIALS REQUIRE WRITTEN APPROVAL OF ARCHITECT PRIOR TO BIDDING.
- G. SIGNAGE OUTSIDE OF CODE RELATED SIGNAGE, IF NOTED, TO BE ISSUED AND BID AS A SEPARATE PACKAGE.



2 ADA OCCUPANCY SIGNAGE 6" = 1'-0"



**ADA RESTROOM SIGNAGE** 6" = 1'-0"



# WINER

HILLIARD

43026

EXPIRES 12/31/2021

ISSUANCES / REVISIONS

03/08/2023 PERMIT

22066

PROJECT NO. **AUTHOR** 

SIGNAGE

A9.00

# **RECORD OF ACTION**

# **Planning & Zoning Commission**

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



### Thursday, April 13, 2023 | 7:00 pm

CASE 7: PZ-23-11 – HILLIARD WINERY & OUTDOOR EVENTS VENUE – 4071 GRANT STREET PARCEL NUMBERS: 050-000170, 050-000171, 050-000343

**APPLICANT:** Junction by Westwood, LTD., PO Box 1471 Hilliard, OH 43026; David K. Kim, ESE Holdings, LLC, 8125 Tartan Fields Drive, Dublin, OH 43017; c/o Grace Link, Revival Design Collective, 114 East Court Avenue, Bellefontaine, OH 43311; c/o The Westwood Collective, PO Box 79, Hilliard, OH 43026. **REQUEST:** Review and approval of a conditional use under the provisions of Section 1123.03 and Section 1123.10(a) for a  $\pm 1,846$ -square-foot wine production area and an Old Hilliard District Plan under the provisions of Hilliard Code Section 1115 for a 3,840-square-foot winery building with 2,340 square feet of outdoor dining, food truck space and events lawn.

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

### **MOTION ONE (CONDITIONAL USE):**

Vice Chair Schneck made a motion to approve a conditional use under the provisions of Section 1123.03 and Section 1123.10(a) for a for a  $\pm 1,846$ -square-foot wine production area as proposed.

Mr. Uttley seconded the motion.

VOTE:	STATUS

Chairman Muether	Excused	Case #7: The Conditional Use for PZ-23-11 is approved (6-0) and will
Vice Chair Schneck	Yes	be forwarded to City Council for final disposition.
Mr. Gutknecht	Yes	
Mr. Lewie	Yes	
Ms. Nixon	Yes	
Mr. Pannett	Yes	
Mr. Uttley	Yes	

### MOTION TWO (OLD HILLIARD DISTRICT PLAN):

Vice Chair Schneck made a motion to approve an Old Hilliard District Plan under the provisions of Hilliard Code Section 1115 for a 3,840-square-foot winery building with 2,340 square feet of outdoor dining, food truck space and events lawn with the following five conditions:

- 1) That all proposed mechanicals are properly screened per Code and the plans conform to the provisions of Hilliard Code Section 1123.10;
- 2) That the design and location of all bicycle racks installed within public rights-of way and public land are subject to review and approval by the City Engineer;

- 3) That parking spaces along the Franklin Street right-of-way are integrated into the design as public parking;
- 4) That addressing for the building is provided in accordance with the requirements of the Norwich Township Fire Department; and
- 5) That all agreements between the City and applicant necessary for the installation and maintenance of proposed improvements within public rights-of-way or municipal property are obtained prior to construction.

Mr. Uttley seconded the motion.

VOTE:	STATUS:
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Chairman Muether Excused Case #7: PZ-23-11 is approved (6-0) with five conditions. Vice Chair Schneck Yes

Mr. Gutknecht Yes CERTIFICATION:
Mr. Lewie Yes

Ms. Nixon Yes

Mr. Pannett Yes Carson Combs, Planning Manager

Mr. Uttley Yes April 14, 2023

[END OF RECORD]

6) That preservation zones during construction are established on submitted civil plans to protect existing vegetation to the extent possible, subject to staff approval.

**Status:** Approved (6-0) with six conditions.

Mover: Eric Gutknecht Seconder: William Uttley

Ayes: Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon, Tom Pannett,

William Uttley

### CASE 7: PZ-23-11 – HILLIARD WINERY & OUTDOOR EVENTS VENUE – 4071 GRANT STREET

PARCEL NUMBERS: 050-000170, 050-000171, 050-000343

**APPLICANT:** Junction by Westwood, LTD., PO Box 1471 Hilliard, OH 43026; David K. Kim, ESE Holdings, LLC, 8125 Tartan Fields Drive, Dublin, OH 43017; c/o Grace Link, Revival Design Collective, 114 East Court Avenue, Bellefontaine, OH 43311; c/o The Westwood Collective, PO Box 79, Hilliard, OH 43026. **REQUEST:** Review and approval of a conditional use under the provisions of Section 1123.03 and Section 1123.10(a) for a  $\pm 1,846$ -square-foot wine production area and an Old Hilliard District Plan under the provisions of Hilliard Code Section 1115 for a 3,840-square-foot winery building with 2,340 square feet of outdoor dining, food truck space and events lawn.

[Mr. Combs gave the staff report.]

### **BACKGROUND:**

The proposed site includes three parcels located at the western corner of Grant Street and Franklin Street. Two parcels (4071 and 4065 Grant Street) are currently residential properties that are 0.173-acre and 0.14-acre, respectively. Both are zoned OH-MD, Old Hilliard Mixed Use District. Across Grant Street from the site is the Early Television Museum, and to the north of the site is the Hilliard Culture & Arts Center and municipal parking. To the south and west are a mix of commercial properties also part of the OH-MD District. The third parcel as part of the proposed development is located at 5460 Franklin Street and includes "The Junction" and a triangular green space adjacent to the residential parcels on Grant Street. The Junction includes 1.2 acres and is also zoned in the OH-MD District. To the west of that property is the Hilliard Schools campus and regional retention basin owned by the City of Hilliard, both zoned S-1, Support Facilities District.

On October 13, 2022, the applicant requested consideration of a shared parking plan/variance to Hilliard Code Section 1127.03. The Commission unanimously approved the parking configuration with the understanding that spaces along Franklin Street would be public parking. The applicant has refined the initial concept and is requesting Old Hilliard District Plan approval for the project and a sign variance to permit a comprehensive sign package. The proposed wine production area also requires Conditional Use approval for the OH-MD District requiring a recommendation from the Commission to City Council.

### **COMMISSION ROLE:**

Conditional Uses: Conditional Uses differ from permitted uses in that they may have a greater impact on the surrounding area and thus require special review and approval. The Commission is to ensure that the proposal will be compatible in this location. In considering the application, the Commission may impose such requirements and conditions as the Commission may deem necessary for the protection of adjacent properties and the public interest using the following review criteria as provided in Section 1123.03:

- That the proposed use will be consistent with the intent and purposes of the zoning code and the Comprehensive Plan and is compatible with the character of the general vicinity.
- That the proposed use complies with applicable requirements of the zoning code, except as specifically altered in the approved conditional use.
- That the proposed use and site layout will not impede the orderly development of the surrounding
  property for uses permitted in the district. Due consideration will be given to the location and height of
  proposed buildings and structures, location and type of proposed fences or walls, location and screening
  of parking areas, and the location and type of proposed landscaping.
- That the area and proposed use will be adequately served by essential public facilities and services, as applicable, such as highways, streets, police, and fire protection, drainage structures, refuse disposal, water and sewer. The applicant or landowner will be required to install public utilities, streets or other public infrastructure as required by the city, state or other agencies to applicable specifications that are necessitated by the conditional use development. Dedication of said public infrastructure may be required.
- That the proposed use will not involve uses, activities, processes, materials, equipment or conditions of operation detrimental to any persons, property, or the general welfare by reason of excessive traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to permitted uses.
- The location and scale of the use, the nature and intensity of the proposed operations, the site layout and the relation of the proposed use to surrounding streets will not cause undue traffic congestion or hazards beyond that which would be normally expected based on the existing pattern of uses and the planned character reflected in the city's Comprehensive Plan.

Following a recommendation on the conditional use from the Commission, the application will be forwarded to City Council for a final disposition.

The Commission is to also review the proposal for conformance to the general design criteria as specified in Code Section 1115.05 to determine whether the proposed Old Hilliard District Plan achieves the following criteria:

- Whether the project conforms to neighborhood development goals and the recommendations of the Comprehensive Plan.
- Whether the project is complementary to the historic character of the District.
- Whether the project harmoniously relates to and enhances adjacent structures and public spaces with respect to scale, building materials, setbacks and similar design elements.
- Whether the proposal accommodates and promotes pedestrian activity through wide sidewalks, linkages to surrounding uses and public spaces and minimal conflicts with vehicular access.
- Whether the project contributes to the area's sense of place, reinforce Old Hilliard's unique character and enhance the people-oriented setting.
- Whether the proposal places special emphasis on creating people-oriented facades along Main and Norwich Streets and are facades in scale with pedestrian activity and movement with entrances that are well-defined and inviting.
- Whether the proposed plan addresses specific design requirements for architecture, building materials, color, roof forms, windows, mechanicals, awnings, landscaping, screening, parking, utilities, maintenance and signage as provided for in Section 1115.05.

Following approval of the Old Hilliard District Plan (subject to approval of the conditional use) the applicant may submit for applicable permits necessary to begin construction, subject to any specific conditions that are imposed by the Commission as part of the review.

### **RECOMMENDATION: (MOTION 1 - CONDITIONAL USE)**

Staff finds that the proposed wine production facility is in keeping with the intent and purpose of the Old Hilliard area and the goals of the Hilliard Comprehensive Plan. As proposed, the use will complement area events and encourage pedestrian activity that is a key goal in Old Hilliard. Staff finds that the proposed use has been designed in a manner to effectively address impacts on the surrounding area and specific criteria as listed in Sections 1123.03 and 1123.10(a) and recommends approval of the proposed use.

### STAFF RECOMMENDATION: (MOTION 2 - OLD HILLIARD DISTRICT PLAN)

Staff finds that the proposed winery and related site development is located adjacent to significant levels of municipal parking and the proposed development will significantly increase parking resources (both on-site and off-site) that are available to the public. The site is also located adjacent to the Heritage Trail system, is within the City's MORA and has proximity to municipal events and spaces that include a significant expectation for pedestrian traffic. Staff finds that the proposed uses are consistent with the intent of the district and generally meet the provisions in Code Section 1115.05, as amended, and recommends approval of the Old Hilliard District Plan with the following five conditions:

- 1) That all proposed mechanicals are properly screened per Code and the plans conform to the provisions of Hilliard Code Section 1123.10;
- 2) That the design and location of all bicycle racks installed within public rights-of way and public land are subject to review and approval by the City Engineer;
- 3) That parking spaces along the Franklin Street right-of-way are integrated into the design as public parking;
- 4) That addressing for the building is provided in accordance with the requirements of the Norwich Township Fire Department; and
- 5) That all agreements between the City and applicant necessary for the installation and maintenance of proposed improvements within public rights-of-way or municipal property are obtained prior to construction.

### **CONSIDERATIONS:**

- Overview. The proposed winery and outdoor patios and open spaces are permitted uses within the OH-MD, Old Hilliard Mixed Use District. Wine production is a conditional use and is anticipated to have less impact on traffic and the surrounding area than the permitted restaurant uses. The proposed combination of uses and coordination with The Junction at 5460 Franklin Street are intended to create a destination that focuses on pedestrians and outdoor activity. The parking concept for the development was approved last year and remains essentially unchanged.
- Conditional Use Criteria. In addition to the general criteria for conditional uses, Section 1123.10(a) includes the following specific criteria for brewpubs and similar uses that will be adhered to by the applicant as required by Code:
  - ✓ No more than 50 percent of the total gross floor area of the establishment shall be used for the brewery [winemaking] function including, but not limited to, the brewhouse, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
  - ✓ Retail carryout of beer [wine] may be permitted, if allowed by Ohio state law;
  - ✓ All mechanical equipment visible from the street (excluding alleys), an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure or a landscape screen;
  - ✓ Loading bays shall not face toward any street, excluding alleys;

- ✓ Loading bays facing an adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building:
- ✓ Loading and unloading of materials and equipment shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday;
- ✓ Outdoor storage shall not be allowed. This prohibition includes the use of portable storage units, cargo containers and tractor trailers
- Winery/Tasting Room. The application includes a 3,840-square-foot commercial structure. The building
  is functionally divided into thirds with one section incorporating production and office, a second that
  includes the kitchen, bar, and indoor tasting area, and a third with covered indoor-outdoor seating and
  restrooms. The building includes many features and design cues relating to rural barn architecture.
- Outdoor Events Space. Plans include an outdoor events lawn and semi-covered patio that can accommodate 176 people. Design for the spaces is consistent with the original concept plan, and the proposed retention pond has increased in size based on more detailed stormwater analysis.
- Four-Sided Architecture. Standards for Old Hilliard require the incorporation of design details on all four sides of the building. The production space on the eastern end of the building purposely includes no windows because light and temperature change can impact the winemaking process. Faux windows with trellis and planting box system have been incorporated into that portion of the north elevation. The east elevation facing Grant Street includes a decorative barn door and faux haymow door to coordinate with the rural barn architecture of the building. The south elevation includes bump-outs in the general location of the kitchen and restrooms as added elements. The Code specifically requires elevations facing public streets to include 60% window coverage unless approved by the Commission. While not meeting the window standard, the proposed design can accommodate future installation of windows.
- Architectural Materials. The proposed building and events area will utilize a variety of high-quality building materials that include the following:

Roof Material – black metal	Fabral "Extra Dark Bronze P51"
Exterior Walls – crème colored stone	ProVia Arctic Precision Fit (Glacier Palette)
Exterior Siding – metal with oak pattern/color	Longboard "Dark Antique Oak"
Bumpouts – black metal panels with wood finish	MOZ Skinz Charwood
Fence posts – black metal	Feeney "Matte Black"

- Pedestrian Connectivity. The proposed site layout includes a 9-foot-wide sidewalk along the Franklin Street right-of-way that will link The Junction and events space to Grant Street. The sidewalk has been extended by 2 feet (and paved portion of parking spaces shortened) so that vehicles will have a 2-foot overhang and not impede pedestrian movement on the sidewalk. A pedestrian connection will also be made across the Franklin Street right-of-way to the entrance area of the Cultural & Arts Center.
- Winery/Events Center Parking. Parking Code requires a total of 46 on-site spaces. The Code allows the Commission to further reduce the required level of parking, as well as to approve shared parking arrangements or other parking configurations that meet the general intent of the Code. The development includes the incorporation of 30 public spaces along Franklin Street, the installation of a private lot with approximately 11 spaces adjacent to the winery and the incorporation of 6 additional spaces within the existing municipal lot providing a total of 47 spaces. At the request of staff, one space has been removed to maintain food truck access and a second space has been removed at the winery entrance to allow landscaping that can break up the length of parking and visually identify the main entrance. The proposal continues to meet the intent of the parking code to provide shared parking as approved by the Commission in 2022:

	Proposed Wine	Bar / Events Area Parking	
Use	Requirement	Standard	Spaces Required
Production Area	1,830 square feet UFA	1 per 800 sf	2.29 spaces
Restaurant/Covered 2,137 square feet UFA		1 per 50 sf	42.74 spaces
Patio			
Uncovered Patio	50 seats	1 per 3 seats	25.33 spaces
Events Area	126 seats	1 per 3 seats	33.33 spaces
		GROSS SPACES REQUIRED>	104 spaces
Old Hilliard	Parking Reduction	50% reduction	(-) 52 spaces
Bicycle	Parking Reduction	1 per 4 bike spaces	(-) 6 spaces
		NET SPACES REQUIRED	46
		SPACES PROVIDED	47

• The Junction Parking. Parking for the winery/events area includes coordination with The Junction at 5460 Franklin Street. Analysis of the Parking Code for the mix of uses requires a total of 21 spaces. Construction of the food truck plaza and the relocation of the dumpster will leave the site with a total of 23 spaces.

The Junction - 5460 Franklin Street – Shared Parking					
Use	Requirement	Standard	Spaces Required		
Office	1,200 square feet UFA	1 per 300 sf	4.0 spaces		
Co-Work Space	1,740 square feet UFA	1 per 300 sf	5.8 spaces		
Restaurant/Bar	1,521 square feet UFA	1 per 50 sf	30.42 spaces		
Golf Simulator	1 per 3 occupants	1 per 3 occupants	5.67 spaces		
		GROSS SPACES REQUIRED>	46 spaces		
Old Hilliard	Parking Reduction	50% reduction	(-) 23 spaces		
Bicycle	Parking Reduction	1 per 4 bike spaces	(-) 2 spaces		
		NET SPACES REQUIRED	21		
		SPACES PROVIDED	23		

- Public Spaces. The site is directly adjacent to 193 municipal spaces and other similar uses within Old Hilliard have been granted approval with no on-site parking required. Plans include the creation of 36 additional spaces that will be available to the public. The proposed mix of uses will also appropriately coordinate the following:
  - a) The One9 at The Junction emphasizes winter use for the golf simulators.
  - b) Sexton's Pizza emphasizes carry-out uses to minimize parking impact.
  - c) Proposed outdoor space will not be utilized during cold weather months for events.
  - d) Co-working space within The Junction has limited impacts on parking.
  - e) Inclusion of the winery production provides activity to the area as a destination point while minimizing parking impacts.
  - f) DORA activities are purposely focused on pedestrian activity throughout this entire portion of Old Hilliard.
- Traffic Analysis. Plans include a traffic analysis that determined that the proposed uses (given location and peak hour trips) will have no significant impact on area roads. That study was completed assuming no on-site parking provision and was provided with the original parking concept approved by the Commission.
- Bicycle Amenities. The proposed development will include 12 bicycle spaces along Grant Street and an additional 12 bicycle spaces at the access point to the path on the school site that links with the Heritage Trail. These amenities result in the reduction of 6 vehicular parking spaces required by the Code.

Placement within public right-of-way and property will require an installation/maintenance agreement prior to construction.

- Outdoor Food Truck Court. Installation of the pedestrian plaza and outdoor food court along the south
  end of The Junction will help to create a comprehensive pedestrian area between the buildings with
  access to the Heritage Trail. The proposed design will accommodate food truck service to complement
  the proposed uses.
- Service Structures. Plans include the relocation of dumpsters for The Junction to parking spaces behind the Hilliard Civic & Cultural Arts Center. The proposed location will place service structures in a less prominent location away from outdoor dining and pedestrian space. An installation/maintenance agreement for its placement on city property will be necessary prior to construction. A second service structure will be in the private parking lot of the winery adjacent to the proposed building. Screening will match fencing proposed around the perimeter of the outdoor events space.
- Signage. The site includes frontage on two rights-of-way and is entitled to two identification signs. By Code the applicant is permitted 48 square feet on Grant Street and 52 square feet on Franklin. The applicant has proposed two wall signs that comply with Code. Additional entrance signs are provided for the outdoor events area to identify entry points and generally meet the intent of the Code.

### [END OF REPORT | PZ-23-11]

Vice Chair Schneck asked about the proposed fencing and the requirements within Old Hilliard; Mr. Talentino provided material samples to the Commission for review and stated that the Commission has the authority to approve the fence.

Cole Antle representing Westwood Collective stated that he read the report and had nothing to add to the staff presentation; Mr. Uttley complimented the architecture and noted that it would be a compliment to Old Hilliard.

Without further discussion or public input, Vice Chair Schneck made a motion to approve an Old Hilliard District Plan under the provisions of Hilliard Code Section 1115 for a 3,840-square-foot winery building with 2,340 square feet of outdoor dining, food truck space and events lawn with the following five conditions:

- 1) That all proposed mechanicals are properly screened per Code and the plans conform to the provisions of Hilliard Code Section 1123.10;
- 2) That the design and location of all bicycle racks installed within public rights-of way and public land are subject to review and approval by the City Engineer;
- 3) That parking spaces along the Franklin Street right-of-way are integrated into the design as public parking;
- 4) That addressing for the building is provided in accordance with the requirements of the Norwich Township Fire Department; and
- 5) That all agreements between the City and applicant necessary for the installation and maintenance of proposed improvements within public rights-of-way or municipal property are obtained prior to construction.

Mr. Uttley seconded the motion.

**Status:** Approved (6-0) with five conditions.

Mover: Vice Chair Bevan Schneck

Seconder: William Uttley

Ayes: Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon, Tom Pannett,

William Uttley



Resolution: 23-R-34 Adopted: Effective:

AUTHORIZING THE CONDITIONAL USE FOR BREW PUBS AND SIMILAR ESTABLISHMENTS AT 4071 GRANT STREET WITHIN THE OH-MD, OLD HILLIARD MIXED USE ZONING DISTRICT.

**WHEREAS**, on January 24, 2022, City Council approved amendments to Chapters 1107 and 1123 of the City's Codified Ordinances to state that the Planning and Zoning Commission provides a recommendation to City Council on each conditional use application and that City Council would have the final approval for each application; and

**WHEREAS**, on March 8, 2023, a completed application for the review of a conditional use request for "Brew Pubs and Similar Establishments" for the property at 4071 Grant Street (Parcels #050-000170. 050-000171, 050-000343) were submitted to the Planning Director in accordance with Hilliard Code Section 1123.02; and

**WHEREAS**, the Planning and Zoning Commission on April 13, 2023, reviewed the request for a conditional use to permit "Brew Pubs and Similar Establishments" within the OH-MD, Old Hilliard Mixed Use District for the property located at 4701 Grant Street under the provisions of Hilliard Code Section 1123.03, 1123.04 and 1123.10(a); and

**WHEREAS**, the Planning and Zoning Commission in accordance with the Code made a positive recommendation to City Council; and

**WHEREAS**, as prescribed by Section 1107.03(d) upon receipt of a recommendation from the Planning and Zoning Commission, the City Council shall decide upon the conditional use application according to the procedures set forth in Chapter 1123.

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

**SECTION 1.** Hilliard Winery & Outdoor Events Center located at 4701 Grant Street (Parcels #050-000170. 050-000171, 050-000343) is granted a conditional use for "Brew Pubs and Similar Establishments" and will comply with the provisions of Hilliard Code Section 1123.10(a) and conditions of approval as set forth by the Planning and Zoning Commission.

**SECTION 2.** Failure to obtain any necessary Zoning Certificate or Certificate of Occupancy shall invalidate the Conditional Use approval granted by City Council.

**SECTION 3.** This Conditional Use approval in accordance with Section 1123.05 of the Hilliard City Code shall expire 12 months after it is granted, unless construction is complete or commencement of the use has begun, or significant progress has been made towards its initiation.

**SECTION 4**. Any expansion of the approved Conditional Use requires a final determination by City Council in accordance with Hilliard Code Chapter 1123.

**SECTION 5.** The Planning Director, City Engineer and Director of Building Standards are authorized to approve any necessary administrative changes to the approved site plan necessary to carry out the terms of this conditional use.

**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	
I, Diane C. Werbrich, Clerk of Counc	FICATE OF THE CLERK il for the City of Hilliard, Ohio, do hereby certify that the by of Resolution: 23-R-34 passed by the Hilliard City Council s my hand and official seal on the of
Diane C. Werbrich, MMC	