



Real People. Real Possibilities.™

AGENDA

Regular Council Meeting

7:00 PM Monday, May 22, 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



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

Strategic Focus Area #1 - Excellent, Innovative City Services

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

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

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

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

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

Strategic Focus Area #4 - Quality Commercial Development

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

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

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



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1. Call to Order

2. Invocation and Pledge of Allegiance

Invocation - Father Brown

The Pledge of Allegiance to the Flag of the United States of America - Vice President Vermillion

3. Roll Call

4. Approval of Minutes

A. Approval of the Minutes - (TYPE IN DATE) Regular Meeting
[05082023 Regular-Final](#)

5 - 12

5. Commission and Board Reports

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

6. Recognition and Special Guests

Proclamation - Pride Month

7. Changes to the Agenda

8. Consent Agenda

A. TRFO Liquor License		13 - 14
	Memo: TRFO Liquor License - Pdf	
23-R-35	APPROVING RE-APPOINTMENTS TO THE CITY'S AGE-IN-PLACE ADVISORY COMMITTEE.	15 - 17
	Memo: Age-in-Place Advisory Committee Re-appointments - Pdf	
23-R-36	REAPPOINTING MEMBERS OF THE BOARD OF TRUSTEES OF THE HICKORY CHASE NEW COMMUNITY AUTHORITY.	18 - 20
	Memo: Appointments to the Hickory Chase NCA - Pdf	
23-R-37	ACCEPTING UTILITY EASEMENTS AND SANITARY SEWER PUBLIC IMPROVEMENTS FOR THE UPPER VIEW FLATS APARTMENTS.	21 - 26
	Memo: Accepting Utility Easement and Public Sanitary Sewer Improvements for Upper Vue Flats - Pdf	

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.

10. Business of the Council



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A. Ordinances

Second Readings/Public Hearings

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

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. 27 - 54

[Memo: Advanced Drainage Development Agreement - Pdf](#)

First Readings

23-08 AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS; AND THE APPROPRIATION AND EXPENDITURE OF FUNDS. 55 - 57

[Memo: 2023 HPD Capital Equipment Purchase - Pdf](#)

23-09 AMENDING THE AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR THE CLOVER GROFF RUN STREAM RESTORATION, PHASE 2, CIP ST-38. 58 - 61

[Memo: Clover Groff Run Stream Restoration, Phase 2 - Amended Authorization of Expenditure of Funds - Pdf](#)

B. Resolutions

23-R-38 APPOINTING A MEMBER TO THE CITY'S PERSONNEL REVIEW BOARD. 62 - 63

[Memo: Appointment of Personnel Review Board Member - Pdf](#)

23-R-39 AUTHORIZING THE ACCEPTANCE AND SUBSEQUENT RECONVEYANCE OF A 21.665 ± ACRE PARCEL OWNED BY TRUEMAN BOULEVARD LLC AND 6.061 ± ACRE PARCEL OWNED BY RRIHQ LLC BY QUIT CLAIM DEED 64 - 68

[Memo: Acceptance and Reconveyance of the TruePointe Property - Pdf](#)

23-R-40 AUTHORIZING THE CONDITIONAL USE FOR ATHLETIC FIELDS AT 6287 COSGRAY ROAD WITHIN THE HILLIARD RECREATION & WELLNESS CENTER PUD. 69 - 113

[Memo: Authorizing Conditional Use - 6287 Cosgray Road - Pdf](#)

23-R-41 AUTHORIZING THE CONDITIONAL USE FOR BUILDING MATERIAL AND LUMBER SUPPLY AND OUTDOOR STORAGE ACCESSORY TO A PERMITTED USE EXCEEDING TEN PERCENT OF THE TOTAL AREA OF THE LOT OR PARCEL AT 3637 LACON ROAD WITHIN THE M-1, RESTRICTED INDUSTRIAL DISTRICT. 114 - 130

[Memo: Authorizing Conditional Use - 3637 Lacon Road - Pdf](#)

23-R-42 AUTHORIZING THE CONDITIONAL USE FOR INDOOR COMMERCIAL RECREATION AT 4000 PARKWAY LANE WITHIN THE B-4, I-270 CORRIDOR DISTRICT. 131 - 151

[Memo: Authorizing Conditional Use - 4000 Parkway Lane - Pdf](#)

- 11. **President's Communication**
- 12. **Staff Reports**
- 13. **City Manager Updates**
- 14. **Items for Council Discussion**
- Adjournment**



City Council

Regular Meeting Minutes - May 8, 2023

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CALL TO ORDER

President Tarazi called the meeting to order at 7:00 PM.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Ms. Hale

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

ROLL CALL**Council Members Present:**

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

Staff Members Present:

City Manager Michelle Crandall, Law Director Phil Hartmann, Assistant City Manager Dan Ralley, Chief of Police Michael Woods, Economic Development Director David Meadows, Director of Recreation and Parks Ed Merritt, Planning Manager Carson Combs, Transportation Program Engineer Roberta Barkhimer and Clerk of Council Diane Werbrich

APPROVAL OF MINUTES

President Tarazi asked if there were any changes or corrections to the April 24, 2023, Special/Executive Session or Regular meeting minutes. Hearing none, the minutes were approved as submitted.

COMMISSION AND BOARD REPORTS

Board of Zoning Appeals - No report.

Destination Hilliard - Ms. Vermillion reported a meeting was held last week and everything is going well.

Environmental Sustainability Commission - Mr. Marsh stated the Commission will be reviewing the resumes that were received for a partial term vacancy on the Commission and will be sending a recommendation to Council for consideration possibly in June.

MORPC - No report.

Planning & Zoning Commission - Ms. Hale announced there will be a meeting this week.

Public Arts Commission - President Tarazi reported there is an item on the agenda this evening for Council consideration and the Commission will be doing an additional "call for artists" soon.

Recreation and Parks Advisory Committee - No report.

Shade Tree Commission - Mr. Teater stated the Commission met last Tuesday and there is also a vacancy that will be advertised.

Aging in Place Committee - Ms. Cottone reported the Committee participated in the Health Fair at the Senior Center on Tuesday, May 2, 2023, and several people stopped by their table and picked up handouts. She noted it was interesting that the most popular handout was about getting things in place like wills. Ms. Cottone announced Tuesday evening and Wednesday morning this week the senior focus groups will be meeting as a follow-up to the surveys that were completed in January.

Other Boards/Commissions - No report.

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

CONSENT AGENDA

President Tarazi asked if any member of the Council would like to move any Consent Agenda items to the Regular agenda for discussion.

A. Bee Bubbly Mural Approval

Mr. Carrier, seconded by Ms. Hale, moved to move this item from the Consent Agenda to the Regular Agenda for further discussion.

STATUS:	Carried 6-1
MOVER:	Les Carrier
SECONDER:	Peggy Hale
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, and Marsh
NAYS:	Teater

President Tarazi stated this item will be discussed prior to the reading of the resolutions.

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

No one in attendance spoke.

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.

STATUS:	First Reading 7-0
MOVER:	Cynthia Vermillion
SECONDER:	Peggy Hale
The second reading/public hearing for Ordinance 23-07 will be held May 22, 2023.	

Mr. Meadows stated this legislation authorizes the City to appropriate and expend funds for the roadway that needs constructed as part of the Advanced Drainage Engineering and Technology Center. The total cost of this project is \$2.23 million of which \$600,000.00 will be reimbursed from both the State Department of Development and ODOT. He noted this is the first reading but allows the City to support the Advanced Drainage project.

Mr. Carrier asked how many jobs. Mr. Meadows replied there will be 322 existing employees and 170 new employees, which equates to over \$108 million in payroll and over \$2.7 million a year in income tax. Mr. Carrier questioned if the City would get the money back in the first year. Mr. Meadows replied that includes retention but yes just by keeping this company here, the City would get the money back.

Consent Agenda for Discussion - Bee Bubbly Mural Approval

Mr. Carrier reported Bee Bubbly presented a mural that was too close to their logo, and it now has been changed to butterflies and sunflowers. Ms. Crandall agreed and stated that the bees on the previous mural were too close to their logo and Council asked them to make changes. Staff has no objection to the new design. Mr. Carrier asked if the business pays for the mural or if the City pays for it through the Arts Council. Ms. Crandall replied it the business's mural and they are responsible for the cost.

Vice President Vermillion moved, seconded by Mr. Teater, to approve the updated Bee Bubbly mural as submitted by Voice Vote

STATUS:	Approved 7-0
MOVER:	Cynthia Vermillion
SECONDER:	Andy Teater

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

B. RESOLUTIONS

23-R-30 Appointing Members to the City's Recreation and Parks Advisory Committee (RPAC).

STATUS: Carried 7-0
MOVER: Les Carrier
SECONDER: Peggy Hale
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, and Teater

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.

STATUS: Carried 7-0
MOVER: Cynthia Vermillion
SECONDER: Pete Marsh
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, and Teater

Ms. Crandall explained this resolution authorizes an amendment to the Professional Services Agreement with EDGE Group, Inc. for construction administration of the Hilliard Athletic Complex. She reported EDGE submitted a proposal of \$105,000.00 for these additional services for this necessary component of this project which were previously appropriated in the City's 2023 Capital Budget.

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.

STATUS: Carried 7-0
MOVER: Pete Marsh
SECONDER: Tina Cottone
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, and Teater

Ms. Barkhimer stated this resolution allows the City Manager to authorize this contract. On April 13, 2023, three bids were received for the 2023 Sidewalk Maintenance Program with Professional Pavement Services submitting the lowest and best bid of \$457,185.00, which was within the ten percent threshold for this project. She added this legislation also provides funding for Prime AE to provide contract administration, inspection and testing services for this project.

Mr. Marsh stated due to funding the City was unable to do the entire Avery Subdivision and asked how close the City is to completing it and will it be able to be made up next year. Ms. Barkhimer replied approximately 65 percent is completed through the neighborhoods leaving approximately 35 percent to complete, and were able to do 257 properties with approximately 125 properties left. In addition, they would also like to connect the remaining portion of sidewalk that is missing on Dexter Avenue by the gas station so that it would connect to the neighborhood but also provide a walking path for those residents as well.

Vice President Vermillion asked what accounted for the huge difference in the three bids that were received. Ms. Barkhimer replied, in her opinion, the two bidders who are frequent contractors in the City submitted higher bids because they already have enough work for 2023 construction season. The Professional Pavement Services bid was in line with the Engineer's estimate and the price they were hoping for. Vice President Vermillion asked how residents have reacted or responded to this. Ms. Barkhimer stated from her standpoint, the feedback has been more positive than not because she is the one who receives all the phone calls, emails and messages. She noted the majority of residents opted for the City's program, wants the City to do the work and are looking forward to the improvements in their neighborhood.

Mr. Carrier asked how much would it cost to do the whole neighborhood versus what the City's spend is now. Ms. Barkhimer replied that she would anticipate that cost to be approximately \$800,000.00 and they tracked this information because they knew what the funding was for this year. Mr. Carrier stated the City gets a portion

of that money back since some of the sidewalk tiles are the resident's responsibility versus the City's. Ms. Barkhimer agreed and reported that the City fronts the cost and depending on whether the resident pays upfront or has it assessed over their property taxes determines when the City will see that reimbursement. Mr. Carrier asked if Ms. Barkhimer knew how much was being financed versus what the City might get back. Ms. Barkhimer replied she does not have that information because it would not be billed until after the first of the year.

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.

STATUS:	Carried 7-0
MOVER:	Peggy Hale
SECONDER:	Cynthia Vermillion
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, and Teater

Mr. Talentino reported this building is located at the western corner of Main and Norwich Streets. It currently has four commercial tenants and one of those tenants would like to add a yoga studio. He noted it is a different use, but this site will still meet the parking requirements per City Code, which is one of the few sites in Old Hilliard that is able to meet the parking requirement because of the parking lot they have and the size of the parcel. Mr. Talentino continued that the only concern as it came through the Planning Commission was from a Building Code standpoint there are different requirements for this type of use and must work with them on whether they have to add a bathroom. Staff and the Planning Commission recommend approval.

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.

Mr. Combs explained this request is for a conditional use for a new winery and events center and is for the portion that will be the winery production area. The size of this establishment is approximately 1,850 square feet and the three properties include The Junction site plus two residences which are located and fronting Grant Street. Mr. Combs stated this development has gone before the Planning Commission to get conceptual parking plan approval for the building as well as an outdoor event center and patio area. He added they recently received final Old Hilliard District plan approval with the architecture and elevation. Mr. Combs reported the production space is approximately 48 square feet of the total square footage of the building interior, which complies with the Code. They also received site plan approval which will provide private parking for employees as well as public parking on Franklin Street. As far as the Planning Commission approval, they received Old Hilliard District plan approval with conditions that will be addressed and conditional use approval by a vote of 6 to 0 based on the fact it meets the intent and purpose of the Comprehensive Plan and what the Plan calls for in the Old Hilliard District area and is done in a manner that meets the specific criteria in the Code.

Vice President Vermillion asked about public parking. Mr. Combs pointed out the parking that will be for public purpose is the line that stretches from the yellow square back to where the word The Junction is (See attached map). He added as part of the proposal they are looking to implement additional parking adjacent to the Art Center and then relocate the current dumpster to the back of the Arts Center for efficiency and to provide more parking for the food truck area in the outdoor events area as well. Vice President Vermillion asked if the alley-like street is not going to be a through way any longer. Mr. Combs replied that it will be, and this is an extension of the public parking lot because of the narrowness of the right-of-way they are going to mirror the existing public parking and extend it to the building at the entrance to The Junction. Vice President Vermillion asked if that will be enough parking spaces. Mr. Combs replied this was taken through the Planning Commission and received joint parking approval for The Junction and meets code requirements for the site. Vice President Vermillion asked what happens when the Art Center is having an event. Mr. Combs replied that as with all businesses in the district there is an understanding that parking would be available to the public and given the larger public space there, the intent is people can park anywhere in that area and easily walk to the building. Ms. Crandall reported that staff have also been working with the Public Arts Commission when they have significant events there to try to help them cordon off some of the spaces. She added the staff continues to look for other available sites for lot parking there.

STATUS:	Carried 7-0
MOVER:	Cynthia Vermillion

SECONDER: Peggy Hale
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, and Teater

PRESIDENT'S COMMUNICATION - NONE

STAFF REPORTS - NONE

CITY MANAGER UPDATES - NONE

ITEMS FOR COUNCIL DISCUSSION

President Tarazi and Vice President Vermillion recognized National Police Week, Economic Development Week, Teacher Appreciation week and Mental Health Awareness month.

President Tarazi reported he sent an email to Council regarding potential Charter changes and asked if Council would consider having that as a topic for the next Committee of the Whole meeting for further discussion. His thought process is that the last time they looked at the Charter there was a lot of different things debated and discussed and there is an element in the current Charter that he feels is worth revisiting, which is the issue that the Law and Finance Directors are under full discretion of the City Manager. He noted in the City of Dublin the City Manager needs the consent of Council, which he believes is the same in Upper Arlington. In the City of Dublin, the Law Director is appointed by Council and in other communities the Law Director is elected, which he personally favors as an idea. President Tarazi asked if Council would consider having this as a topic on the Committee of the Whole for further discussion or if there is no interest among Council at all. Vice President Vermillion stated there are various items in the Charter that Council could review that may have been overlooked or could be phrased better and she does not have an issue with taking the time to look at the entire Charter. President Tarazi suggested collecting staff and Council's Charter suggestions and review those at a Committee of the Whole and then determine if any items need to be readdressed. Mr. Teater cautioned that the City has a process through a Charter Commission which is made up of members from the community. He recalled that the Commission and Council discussed this issue and at the time he advocated for more Council control and approval of cabinet positions which was met with zero support from the other members of Council. Mr. Teater said he would be hesitant to go into a Charter review process that does not include the community as it always has in the past. There are always items in the Charter that can be improved but he does not see a reason to go through an entire review outside that process and then put something in front of the voters which he does not see the need for that time and expense. President Tarazi noted the Charter Review is every ten years and even this year he recalled there was a proposal to revisit the TIF issue in the Charter and he is looking at the lines of authority as it relates to the Law Director. If Council, as a whole, does not want to look at the Charter for ten more years, that is fine because he is just asking a question. Mr. Carrier stated that being on Council the longest and going through the Charter review process, he recalled the Charter Commission also wanted to keep a strong mayor form of government and Council decided to override that and go to a City Manager form of government. He added the City has been operating this way for a while and has come across some snags, which some have been very vocal and some very private but there are tweaks in the Charter that could be reviewed. Mr. Carrier does not believe it hurts to refine the Charter if it is done openly and transparently because in the end the community will make the call any ways. He stated Council should think of this from a Committee of the Whole perspective and then discuss how to bring individuals into the process who could provide insight. Mr. Carrier mentioned that just because the Charter states the review is every ten years, does not mean Council cannot review it. He noted other communities are going through this as well. For example, the City of Grove City did a review and had several amendments to their Charter to refine how they operate and did it in a non-Charter Review cycle. Mr. Carrier commented that it ultimately comes down to whether the community agrees with the way the City operates or not and the community is where the power originates. He would be in favor of a motion to have a Committee of the Whole to start reviewing the Charter.

Mr. Marsh stated if it is the will of Council to review the Charter, he asked Council to think through what that process looks like because as Mr. Teater mentioned there is a formalized process in place. If Council is going to review the Charter, he cannot recall in his time when Council reviewed the entire Charter but have looked at individual pieces as a Council and Council may want to think that through a bit. President Tarazi stated the way he was thinking is Council is voting to have a Committee of the Whole discussion and nothing could be done after that discussion or could take one or two pieces of that review to the Regular agenda and then if five Council members vote to present it to the voters, that is part of the process too. He does not believe that

Council is bound by the Charter to wait ten years to fix something if five Council members deem that it should go to the voters to tweak and fix. President Tarazi proposed that this be set for a Committee of the Whole discussion and if any Council member has something they want reviewed in the Charter, they can send an email to Mr. Hartmann to review the suggestion and then have a conversation which is how he would envision Council would proceed. Mr. Marsh replied that it sounds better to allow Council members to make suggestions and then the members vote for or against it but he does not want to go line-by-line through the entire Charter. President Tarazi stated he is not proposing a line-by-line review, but he has one or two items and others may have one or two items and then Council can vote to approve or not approve.

President Tarazi, seconded by Mr. Carrier, moved to review the Charter at a Committee of the Whole on May 22, 2023.

Ms. Cottone explained she is voting no because as it was present, it sounds that there is something specific President Tarazi does not like and he wants Council to look at that. She stated it does not seem like an effective use of Council's time to go through and pick personal agendas, which is what it feels like to her.

STATUS:	Carried 5-2
MOVER:	Omar Tarazi
SECONDER:	Les Carrier
AYES:	Tarazi, Vermillion, Carrier, Hale, and Marsh
NAYS:	Cottone and Teater

Mr. Teater stated he would like to read a statement of Council support of the City Manager and staff followed by a motion and a vote of Council as to whether they support it. President Tarazi asked for clarification of the motion. Mr. Teater replied he would request a motion so individual Council members can show support of this. President Tarazi asked Mr. Hartmann if that motion was proper procedurally. Mr. Hartmann replied typically motions are for support and is not binding but more ceremonial in nature, for example, house bills that Council wish to support or not and seems what a motion should be. Mr. Carrier asked if this was a resolution. Mr. Hartmann replied this cannot be a resolution but a motion that Council supports the statement, which he believes is what is being asked.

Mr. Carrier asked if Mr. Teater is putting this forward as a statement from Council as a whole. Mr. Teater agreed. Mr. Carrier reported he received this statement today when Mr. Marsh forwarded it to him and he had not seen any of the language or an opportunity to look at this statement. Mr. Carrier asked if any other Council members had reviewed this language and if it was edited in any way. Mr. Teater replied several Council members saw it and about the same time Mr. Carrier did, maybe a bit beforehand. Mr. Carrier asked when did this begin to be circulated. Mr. Teater replied Friday but not much was done with it over the weekend. Mr. Carrier asked if Council Rules are applicable to this or should this have gone to Mr. Hartmann as to form and content. Mr. Hartmann replied that motions do not need his approval. Mr. Carrier asked if it went to Mr. Hartmann as to form and content. Mr. Hartmann replied no and he had not seen the statement until he walked in this evening. Mr. Carrier reported that this was started on Friday and Council received it today and his concern is if Council votes on this there are a couple questions he has and one that is going through his mind is the Sunshine Law/Open Meetings Act because it sounds like it was circulated and edited outside the public body. He stated he has real concerns about being effective as a Council or body because of that possible violation of that Act. He noted Council went through this with the electric aggregation, with other items surrounding email chains seeking money for budget items and have been through this several times. Mr. Carrier continued that the proper way to do this is through the rule of Council, which states it is brought to the floor, forwarded it to the Law Department for review and follow the Charter. He stated this is a simple motion so he is unsure if the rules apply and is one of the clarifications he would like to understand because it does not sound like they do. Mr. Hartmann replied a motion like this of support is generally not something the Law Department has to review. It is not binding in nature and councils all over do that for house bills that come up or things like this. Mr. Carrier asked if these types of documents are applicable to the Open Meetings Act. Mr. Hartmann replied absolutely everybody is. Mr. Teater pointed out that it is on the table now so individual Council members can make a motion to change, add or delete things from it in an open meeting. Mr. Carrier agreed but what he was getting at is that it sounds like it had been through a couple Council members and today was the first he saw it and asked if any other members saw it ahead of time. Mr. Teater replied yes. Mr. Carrier asked who saw it Friday. Vice President Vermillion asked if that information would make a difference on how Mr. Carrier votes. Mr. Carrier replied that he does not believe that is relevant because what he is looking at is the Open Meetings Act and how it applies to something like this. He said the question on the floor is did

anyone else see this and when did they see it and if Vice President Vermillion does not want to answer, he understands. Vice President Vermillion stated that it is her understanding that she can have a one on one with another Council member, which is outside the Sunshine Laws. Mr. Carrier agreed but when you do what appears to have happened here and he is not saying it has which is why he is trying to get some clarity around it now. His question is did Vice President Vermillion review this and provide edits. Vice President Vermillion replied that she did. He asked Ms. Cottone. Ms. Cottone replied that she wrote the initial document. Mr. Carrier then asked if she wrote it on Friday. Ms. Cottone replied yes. Mr. Carrier then asked if there was any discussion about having this type of document before Friday because it is his understanding that there was a document being circulated or discussed after the press release when the Finance Director was terminated. He asked if there was any discussion around something like this then. Ms. Cottone replied she does not know what Mr. Carrier is talking about. Mr. Carrier restated were there discussions around a statement of Council in support of the City Manager and staff. Ms. Cottone replied not that she is aware of. Mr. Carrier remarked what he is trying to highlight is his concern that it was done behind closed doors and it seems very similar to the issue they highlighted with the electric aggregation and stuff being circulated without everyone being involved and when he means everyone in this format and not behind closed doors. Mr. Teater responded and that is where we are right now. Mr. Carrier commented that Council is far from that because the document was drafted and edited by numerous members of Council before it got here. Mr. Teater explained that it was presented to the Council to discuss as a body and individuals can decide whether to support it or not as a body or make edits to it. Mr. Carrier asked if Mr. Teater wanted this to go to a Committee of the Whole as the rules require or does he want the edits now and then vote it up or down tonight. Mr. Teater explained that individual Council members want a chance to publicly state their support for this and was the motivation behind it. It has nothing to do with doing something in secret or hidden. He added some Council members were frustrated with the last couple of meetings and they had a desire to support the Administration and staff. Ms. Cottone remarked that it is not a difficult concept and does not require pre-reading because it is simply does she support the City Manager and staff and the answer is yes she does and she would not think someone would have to think about it that much. She noted the material supporting it is a list of things that we have done together as a Council and a City. Mr. Carrier replied that he does not disagree with any of that but what he does disagree with is the process in which it was drafted because clearly it was drafted behind closed doors. Ms. Cottone stated she was by herself when she wrote it. Mr. Carrier noted but then it was circulated and edits were made. He asked after Ms. Cottone draft it, what edits were made and could she provide some examples. Ms. Cottone replied changes in wording, things were eliminated to make it more concise but the general concept is what it started out to be. Mr. Carrier said for the record he has no problem supporting staff because City staff is awesome and do a lot of wonderful things. He is a little concerned with where we are with the Finance Department and the "divisive tenor" and where we landed on that issue. He also has some concern with the City Manager being involved in this document, personally and he has no problem saying that publicly. What he is very concerned with is the drafting and what it sounds like are the many edits that were done among the members privately before it got to the floor and he thinks that is a serious problem.

Mr. Marsh called the question and asked that Council vote on this because everyone has made their points. President Tarazi replied that he has not gone around the room and asked if Mr. Carrier had a motion, editing the document or is he leaving it as is. Mr. Carrier replied no because he is afraid it is not a legal vote so he is not going to entertain any more on it. Ms. Hale mentioned, for transparency, she did see the document on Sunday night and added some edits. Ms. Cottone asked if no one does any work before a Council meeting to bring material that they want to discuss. President Tarazi asked who Ms. Cottone was directing her question to. Ms. Cottone replied Mr. Carrier. Mr. Carrier replied when she sits down with an individual to discuss a piece of legislation, she is well within her right to do that but when you start to circulate and edit based on that feedback, he thinks the law requires Council as a body to be more transparent to the public. He continued that what has clearly happened here is that she has done that with certain individuals and left out others which adds a layer to what are we doing and should it be in public. He thinks the answer to that is yes, in fact, he knows it is because that is how we should operate as a body. Mr. Carrier stated and then when you go to the step of editing, you are actually deliberating in his opinion and is a cause for serious concern about what we are doing as a body.

Mr. Teater called the question.

Ms. Werbrich reported that Mr. Marsh called the question and asked Mr. Hartmann for clarification. Mr. Hartmann asked if a second is required. Ms. Werbrich believed that when the question is called it goes back to the motion on the floor.

Mr. Teater, seconded by Vice President Vermillion, moved to show support for the City Manager and City staff.

STATUS:	Carried 5-2
MOVER:	Andy Teater
SECONDER:	Cynthia Vermillion
AYES:	Vermillion, Cottone, Hale, Marsh, and Teater
NAYS:	Tarazi and Carrier

Mr. Marsh mentioned that Ms. Crandall has been selected as a 2023 Woman of Influence honoree in the Trailblazer category. This was an incredibly competitive process with over 170 nominations, and she will be recognized this July for her work in her role with the City and all that she has done in the Central Ohio community.

Ms. Vermillion said she wanted to make a clarification because Mr. Carrier keeps mentioning how the electric aggregation issue was not handled in the proper manner. She thought Council had put that to rest and that nothing improper occurred, was completely in the public and the process was done properly.

President Tarazi announced he supports the City Manager and staff, but the difference of opinion is how we support. There is room for recognizing the positive contributions, which is great, but there is also room for discussion when there are items that seem wrong, which is part of the give and take and natural. It should not be condemned as divisive and in his view is part of Council's job. He wished that instead of circulating something and then call the vote that it would have been better for Council to work on a consensus position rather than doing what they did and is not the best way to move forward

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

STATUS:	Carried 7-0
MOVER:	Les Carrier
SECONDER:	Tina Cottone
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, and Teater

ADJOURNMENT - 7:58 PM

Omar Tarazi, President
City Council

Diane Werbrich, MMC
Clerk of Council

Approved: _____



City Council

Real People. Real Possibilities.

Subject:	TRFO Liquor License
From:	Michelle Crandall, City Manager
Initiated by:	Diane Werbrich, Clerk of Council,
Meeting Date:	May 22, 2023

Executive Summary

A Transfer of Ownership (TRFO) was received from the Ohio Division of Liquor Control on May 15, 2023, for the property located at 4144 Main Street (DNJ Petro & Food). This is for Permit Class C1, C2 and D6.

Permit Class	Description
C1	ORC 4303.11 Beer only in original sealed container for carry out only.
C2	ORC 4303.12 Wine and mixed beverages in sealed containers for carry out.
D6	ORC 4303.182 Sale of intoxicating liquor on Sunday between the hours 10:00am or 11:00am and midnight.

Staff Recommendation

No objections were received from Planning, FD or PD.

Background

This is a TRFO from JSK Food Mart LLC to DNJ Petro & Food.

Attachments

[4144 Main Street \(JSK Foodmart\) TRFO](#)

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

4188101		TRFO	JSK FOOD MART LLC	
PERMIT NUMBER		TYPE	4144 MAIN ST	
02	01	2023		
ISSUE DATE				
04	26	2023		
FILING DATE				
C1	C2	D6		
PERMIT CLASSES				
25	132	B	F29543	
TAX DISTRICT		RECEIPT NO.		

FROM 05/11/2023

18830180005			DNJ PETRO & FOOD INC	
PERMIT NUMBER		TYPE	DBA DNJ PETRO & FOOD	
02	01	2023		
ISSUE DATE				
04	26	2023		
FILING DATE				
C1	C2	D6		
PERMIT CLASSES				
25	132			
TAX DISTRICT		RECEIPT NO.		



MAILED 05/11/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/12/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 4188101**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF HILLIARD CITY COUNCIL
3800 MUNICIPAL WAY
HILLIARD OHIO 43026-1695**



City Council

Real People. Real Possibilities.

Subject:	Age-in-Place Advisory Committee Re-appointments
From:	Michelle Crandall, City Manager
Initiated by:	Diane Werbrich, Clerk of Council,
Meeting Date:	May 22, 2023

Executive Summary

This Resolution approves re-appointments to the City's Age-in-Place Advisory Committee (APAC).

Staff Recommendation

Staff recommends approval of the Resolution.

Background

By the passage of Ordinance No. 22-09 on April 14, 2022, City Council approved the creation of the APAC. Section 149.08(b) of the City's Codified Ordinances provides that the APAC consists of 9 resident members appointed by City Council serving two year terms, however, to ensure overlapping terms, initial appointments included three year appointments, two-year appointments, and one-year appointments. All terms after the initial appointments are for two years.

By the passage of Resolution No. 22-R-43, initial appointments were approved by Council and the terms of Paula Santry and Brian Meginnis expire on May 13, 2023. Both desire to be re-appointed as resident members for a new two-year term. Additionally, Jan Dickerson desires to be appointed to a vacant spot on the APAC for a new two-year term.

Financial Impacts

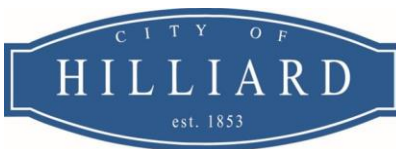
There are no anticipated financial impacts.

Expected Benefits

By approving the re-appointments, it ensures that the APAC will continue to advise City Council on matters affecting older adult residents and to serve as a sounding board to the City as it relates to programs and services affecting older adults and caregivers.

Attachments

[Resolution No. 23-R-35 \(Re-Appts. to APAC\) - Pdf](#)



Resolution: 23-R-35

**Adopted:
Effective:**

APPROVING RE-APPOINTMENTS TO THE CITY'S AGE-IN-PLACE ADVISORY COMMITTEE.

WHEREAS, on April 14, 2022, City Council passed Ordinance No. 22-09, which enacted Section 149.08 of the City's Codified Ordinances establishing an Age-in-Place Advisory Committee ("APAC"); and

WHEREAS, by the passage of Resolution No. 22-R-43 on May 9, 2022, City Council approved initial appointments to the APAC; and

WHEREAS, Paula Santry and Brian Meginnis terms on the APAC expire on May 13, 2023, and they desire to be re-appointed to new two year terms; and

WHEREAS, there is a current vacancy on the APAC and Jan Dicerson desires to be appointed for a two-year term; and

WHEREAS, reappointing members to the APAC is in the best interest of the City.

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

SECTION 1. City Council hereby re-appoints the following individual to terms on the Age-in-Place Advisory Committee for the terms provided:

Member	Term
Paula Santry	May 14, 2023 - June 30, 2025
Brian Meginnis	May 14, 2023 - June 30, 2025
Jan Dickerson	May 22, 2023 - June 30, 2025

SECTION 2. 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

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-35** 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: Appointments to the Hickory Chase NCA
From: Michelle Crandall, City Manager
Initiated by: Kelly Clodfelder, Staff Attorney, Law Department
Meeting Date: May 22, 2023

Executive Summary

This Resolution would reappoint 3 citizen members and 1 local government representative to the Board of Trustees for the Hickory Chase Community Authority ("Hickory Chase NCA").

Staff Recommendation

Staff recommends that City Council adopt this Resolution.

Background

Chapter 349 of the Ohio Revised Code governs the creation and organization of New Community Authorities. In 2007, Section 349.01(F) stated that a board of county commissioners was the "organizational board of commissioners" tasked with making appointments to each new community authority. In 2013, the Section was amended to provide that the legislative authority of a municipal corporation was the "organization board of commissioners" for a new community district located entirely within the boundaries of that municipal corporation

Prior to the change in law, the developers of the Hickory Chase development petitioned the Franklin County Board of Commissioners to create the Hickory Chase NCA. The Commissioners approved the creation and appointed initial members.

Due to the amendments to Ohio Revised Code, the developers submitted a petition to the City to amend the Hickory Chase NCA to provide that Hilliard City Council would become the organizational board of commissioners and would be tasked with appointing certain members to the Hickory Chase NCA. As such, Hilliard City Council, by passage of Resolution No. 15-R-88, approving the following method for selecting its appointees to the board of trustees of the Hickory Chase NCA.

The current terms of the City Council appointments have expired and it is necessary to reappoint to the positions and terms shown below:

Name	Position	Term
Brian Wilson	Citizen Member	May 22, 2023 - May 21, 2025
Aristotle Hutras	Citizen Member	May 22, 2023 - May 21, 2025
Catherine Cunningham	Citizen Member	May 22, 2023 - May 21, 2024
David Meadows	Local Government Representative	May 22, 2023 - May 21, 2024

Financial Impacts

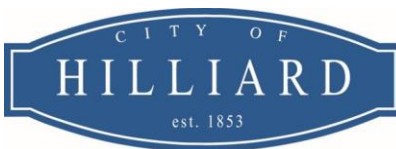
There are no anticipated financial impacts.

Expected Benefits

By reappointing members to the Hickory Chase NCA, the City ensures representation at the board meetings.

Attachments

[Resolution No. 23-R-36 \(Appointments to Hickory Chase NCA\) - Pdf](#)



Resolution: 23-R-36

**Adopted:
Effective:**

**REAPPOINTING MEMBERS OF THE BOARD OF TRUSTEES OF THE
HICKORY CHASE NEW COMMUNITY AUTHORITY.**

WHEREAS, on December 7, 2015, City Council adopted Resolution No. 15-R-88 establishing the method of appointing members to the Board of Trustees for the Hickory Chase Community Authority (the "Hickory Chase NCA"); and

WHEREAS, this method provides that City Council appoints three citizen members and one representative of local government; and

WHEREAS, the terms of the current appointed members to the Hickory Chase NCA have expired and need to be reappointed; and

WHEREAS, City Council desires to reappoint Brian Wilson, Aristotle Hutras and Catherine Cunningham as the citizen members and David Meadows as the local government representative to the Hickory Chase NCA.

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

SECTION 1. Hilliard City Council hereby reappoints members to the Board of Trustees for the Hickory Chase New Community Authority, each in the position and for the term indicated beside such member's name:

Name	Position	Term
Brian Wilson	Citizen Member	May 22, 2023 - May 21, 2025
Aristotle Hutras	Citizen Member	May 22, 2023 - May 21, 2025
Catherine Cunningham	Citizen Member	May 22, 2023 - May 21, 2024
David Meadows	Local Government Representative	May 22, 2023 - May 21, 2024

SECTION 2. 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

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-36** 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:	Accepting Utility Easement and Public Sanitary Sewer Improvements for Upper Vue Flats
From:	Michelle Crandall, City Manager
Initiated by:	Clark Rausch, City Engineer, Community Development
Meeting Date:	May 22, 2023

Executive Summary

This is for the granting and acceptance of a utility easement for a public sanitary sewer serving the Upper Vue Flats apartments, and for the acceptance of the public sanitary sewer improvements constructed with this development.

Staff Recommendation

City staff is recommending the acceptance of a twenty-five (25) feet wide utility easement for the construction of a new public sanitary sewer for Upper Vue Flats Apartments. Staff is also recommending acceptance of the sanitary sewer constructed within this easement as a public improvement.

Background

Edward Rose Properties, Inc., (the "Owner") owns 29.073± acres consisting of Subarea A2 of the Britton Central PUD, identified as parcel number 050-010603 by the Franklin County Auditor's Office (the "Rose Property"). Upper Vue Flats, an apartment development of a maximum of 470 units, is being constructed on the Rose Property. Upper Vue Flats has constructed approximately 3,622 feet of sanitary sewer to serve its development. The Owner has submitted a legal description and exhibit for a twenty-five (25) feet wide easement over the sanitary sewer. This legal description and exhibit are attached to the Resolution as Exhibits "A" and "B", respectively.

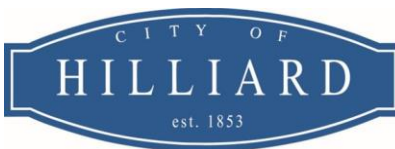
The only public improvement associated with Upper Vue Flats is the sanitary sewer. The street, storm sewer, storm water management structures, and street lights in Upper Vue Flats are all privately owned and maintained.

Financial Impacts

The acceptance of the public improvements associated with this Resolution adds approximately 3,622 feet of public sanitary sewer to the City's public infrastructure inventory. The construction cost of these completed public improvements is approximately \$237,600.

Attachments

[Resolution No. 23-R-37 \(Acceptance of Utility Easement and Public Improvements for Upper Vue Flats\) - Pdf](#)



Resolution: 23-R-37

**Adopted:
Effective:**

ACCEPTING UTILITY EASEMENTS AND SANITARY SEWER PUBLIC IMPROVEMENTS FOR THE UPPER VIEW FLATS APARTMENTS.

WHEREAS, City Council approved a Planned Unit Development (“PUD”) consisting of 282 ±acres of land located west of I-270, south of the Hilliard municipal boundary, east of Wilcox Road and approximately 2,600 feet north of Davidson Road, by the passage of Ordinance No. 04-48 on December 13, 2004 (the “Britton Central PUD”); and

WHEREAS, a final plat for the northern section of Britton Parkway was approved by the Planning and Zoning Commission and City Council on April 14, 2005, and September 26, 2005, respectively, by the passage of Resolution 05-R-39; and

WHEREAS, Edward Rose Properties, Inc., (the “Owner”) owns 29.073 ±acres consisting of Subarea A2 of the Britton Central PUD identified as parcel number 050-010603 by the Franklin County Auditor’s Office (the “Rose Property”);and

WHEREAS, on March 9, 2020, City Councilapproved changes to the Britton Central PUD to modify the building height, exterior siding, roof pitch, and site lighting within Subarea A2 of the PUD by the passage of Resolution 20-R-25; and

WHEREAS, Upper Vue Flats is a project consisting of a maximum 470 apartment units on the Rose Property; and

WHEREAS, the Owner has submitted a legal description and exhibit for the dedication of a public utility easement for the public sanitary sewers constructed by the Upper Vue Flats development, attached hereto as Exhibits “A” and “B”, respectively, and incorporated herein; and

WHEREAS, the public improvements Upper Vue Flats Apartments have been found to be constructed per the approved public sanitary sewer plan; and

WHEREAS, the City conducted a final inspection of the public improvements associated with Upper Vue Flats on the date shown below; and

WHEREAS, per Section 1191-01 of the City’s Planning and Zoning Code, the Developer has posted maintenance surety for the public improvements, and the public improvements will be maintained by the Developer until the date listed below for final acceptance and full maintenance by the City of Hilliard; and

<u>Public Improvements</u>	<u>Final Inspection Date</u>	<u>Final Acceptance Date</u>
Upper Vue Flats Aparments		
Public Sanitary Sewer Improvements (#P-952)	6/2/2022	6/2/2023

WHEREAS, it is in the best interest of the City of Hilliard and the public at large that the City accepts the public utility easement and public improvements as noted above.

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

SECTION 1. The City of Hilliard accepts the dedication of an easement for public utilities within Upper Vue Flats, as shown on Exhibits "A" and "B", **attached** hereto and incorporated by reference herein.

SECTION 2. The City Engineer is authorized to approve any necessary administrative changes to affect the proper recording of the utility easement identified on Exhibits "A" and "B", and is authorized to provide the Clerk of Council with a final recorded copy of said easement.

SECTION 3. The City of Hilliard accepts the public improvements for Upper Vue Flats Apartments as set forth in the following plans titled:

"Public Sanitary Sewer Improvements for Hilliard Upper Vue Flats Riggins Road – 2021, P-952" approved by the City Engineer on May 18, 2021, which plans are on file in the office of the City Engineer and available for inspection.

SECTION 4. The City Manager, Clerk of Council and City Engineer are authorized to do all acts and to execute all instruments appropriate or necessary to carrying out the terms of accepting the public improvements as provided herein.

SECTION 5. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

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-37** 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

Exhibit "A"

May 20, 2022

**DESCRIPTION OF A SANITARY SEWER EASEMENT
ALONG RIGGINS ROAD, WEST OF BRITTON PARKWAY,
CITY OF HILLIARD, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Hilliard, in Virginia Military Survey No. 3022 and being a Sanitary Sewer Easement twenty-five (25) feet in width through a portion of Lot 2, as shown upon the plat entitled Britton Central, Riggins Road, Wilcox Road, Lots and Easements Dedication Plat, of record in Plat Book 109, Pages 60-63, said Lot 2 having been conveyed to Edward Rose Millennial Development, LLC, of record in Instrument No. 202009180140146, all records referenced to the Recorder's Office, Franklin County, Ohio, said easement bounded and described as follows:

Beginning at a point in the south line of said Lot 2 and in the north Right-of-way line of Riggins Road (100 feet in width), said point being S 74° 06' 58" W a distance of 302.25 feet from the southeast corner of said Lot 2;

thence S 74° 06' 58" W along a portion of the south line of said Lot 2 and along the north Right-of-way line of Riggins Road a distance of 25.00 feet to a point;

thence crossing a portion of said Lot 2 the following thirty-five (35) courses and distances:

1. N 15° 53' 02" W a distance of 46.00 feet to a point;
2. S 74° 20' 18" W a distance of 195.51 feet to a point;
3. N 20° 21' 16" W a distance of 249.45 feet to a point;
4. S 74° 06' 58" W a distance of 516.54 feet to a point;
5. S 15° 53' 02" E a distance of 235.05 feet to a point;
6. S 74° 06' 58" W a distance of 25.00 feet to a point;
7. N 15° 53' 02" W a distance of 235.05 feet to a point;
8. S 74° 06' 58" W a distance of 126.94 feet to a point;
9. N 15° 53' 02" W a distance of 25.00 feet to a point;
10. N 74° 06' 58" E a distance of 667.54 feet to a point;
11. N 15° 53' 02" W a distance of 174.16 feet to a point;
12. N 39° 50' 04" W a distance of 115.84 feet to a point;
13. N 27° 45' 22" W a distance of 176.73 feet to a point;
14. S 81° 31' 01" W a distance of 291.58 feet to a point;
15. S 85° 39' 17" W a distance of 204.51 feet to a point;
16. N 04° 20' 43" W a distance of 25.00 feet to a point;
17. N 85° 39' 17" E a distance of 203.61 feet to a point;
18. N 81° 31' 01" E a distance of 308.42 feet to a point;
19. S 27° 45' 22" E a distance of 191.82 feet to a point;
20. S 39° 50' 04" E a distance of 118.50 feet to a point;
21. S 15° 53' 02" E a distance of 191.48 feet to a point;
22. S 20° 21' 16" E a distance of 237.49 feet to a point;
23. N 74° 20' 18" E a distance of 184.96 feet to a point;
24. N 74° 33' 46" E a distance of 241.38 feet to a point;
25. N 09° 58' 31" W a distance of 288.17 feet to a point;
26. N 12° 30' 31" W a distance of 268.48 feet to a point;
27. N 80° 17' 37" W a distance of 122.72 feet to a point;
28. S 85° 39' 17" W a distance of 284.79 feet to a point;
29. N 04° 20' 43" W a distance of 25.00 feet to a point;
30. N 85° 39' 17" E a distance of 287.88 feet to a point;
31. S 80° 17' 37" E a distance of 142.59 feet to a point;
32. S 12° 30' 31" E a distance of 285.83 feet to a point;

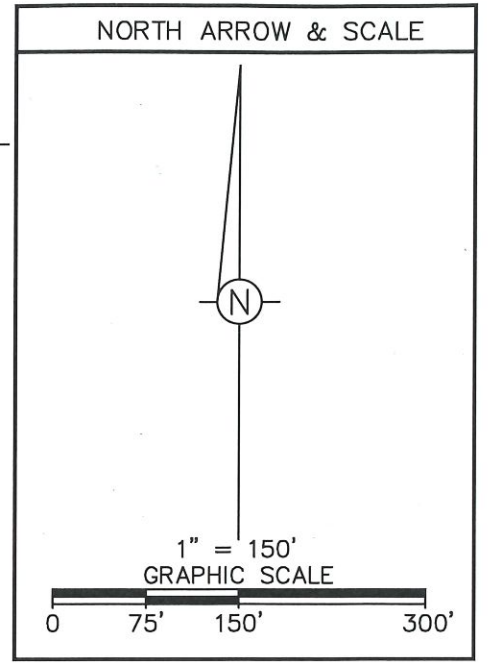
May 20, 2022

- 33. S 09° 58' 31" E a distance of 311.44 feet to a point;
- 34. S 74° 33' 46" W a distance of 251.48 feet to a point;
- 35. S 15° 53' 02" E a distance of 45.85 feet to the place of beginning;

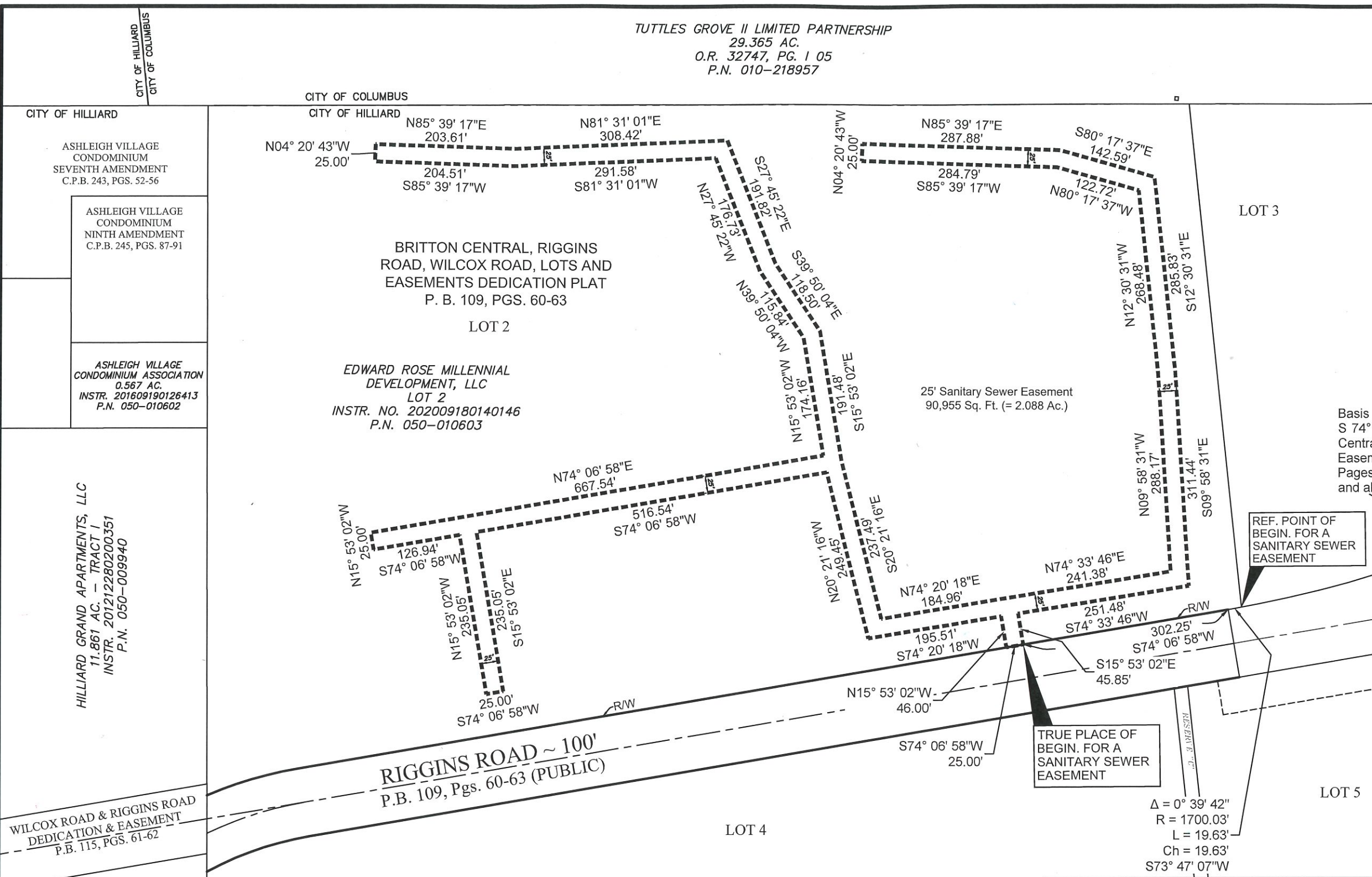
containing 90,955 square feet (= 2.088 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd. (formerly Bird + Bull, Inc.), Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House records in May, 2022. Basis of bearings is the centerline of Riggins Road, being S 74° 06' 58" W, as shown upon the plat entitled Britton Central, Riggins Road, Wilcox Road, Lots and Easements Dedication Plat, of record in Plat Book 109, Pages 60-63, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.

TUTTLES GROVE II LIMITED PARTNERSHIP
29.365 AC.
O.R. 32747, PG. 1 05
P.N. 010-218957



Basis of bearings is the centerline of Riggins Road, being S 74° 06' 58" W, as shown upon the plat entitled Britton Central, Riggins Road, Wilcox Road, Lots and Easements Dedication Plat, of record in Plat Book 109, Pages 60-63, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.



CITY OF HILLIARD
ASHLEIGH VILLAGE CONDOMINIUM SEVENTH AMENDMENT
C.P.B. 243, PGS. 52-56

ASHLEIGH VILLAGE CONDOMINIUM NINTH AMENDMENT
C.P.B. 245, PGS. 87-91

ASHLEIGH VILLAGE CONDOMINIUM ASSOCIATION
0.567 AC.
INSTR. 201609190126413
P.N. 050-010602

HILLIARD GRAND APARTMENTS, LLC
11.861 AC. - TRACT I
INSTR. 201212280200351
P.N. 050-009940

WILCOX ROAD & RIGGINS ROAD DEDICATION & EASEMENT
P.B. 115, PGS. 61-62

BRITTON CENTRAL, RIGGINS ROAD, WILCOX ROAD, LOTS AND EASEMENTS DEDICATION PLAT
P. B. 109, PGS. 60-63

EDWARD ROSE MILLENNIAL DEVELOPMENT, LLC
LOT 2
INSTR. NO. 202009180140146
P.N. 050-010603

RIGGINS ROAD ~ 100'
P.B. 109, Pgs. 60-63 (PUBLIC)

Exhibit "B"



V3 Companies, Ltd.
3500 Snouffer Road, Suite 225
Columbus, Ohio 43235
Ph: (614) 761-1661
Fax: (614) 761-1328

EXHIBIT OF A SANITARY SEWER EASEMENT
ALONG RIGGINS ROAD,
WEST OF BRITTON PARKWAY,
CITY OF HILLIARD, FRANKLIN CO., OHIO

VIRGINIA MILITARY SURVEY NO. 3022

SCALE: 1" = 150'	JOB NO. 1
DWN: KLB CKD: MAY 20, 2022	BB19182 1



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

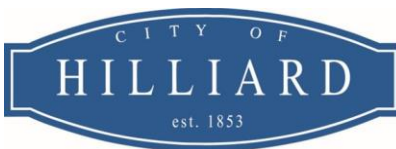
This legislation authorizes the City to appropriate funds not to exceed \$2,236,623.29 from Fund 304, Object 53, Contractual Services. The City will be reimbursed \$600,000 from the Ohio Department of Transportation and Ohio Department of Development. With the State reimbursements, the final City expenditure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

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

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance: **23-07** 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

**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:

I. 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

- 1. 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 above-described 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-built*s. 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.**

1. *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.

2. **City Representations.** The City hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by Ordinance No. _____, passed by City Council on _____ and (ii) the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.
- 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,
 1. 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

Fiscal Officer Certificate

As the Fiscal Officer for the City of Hilliard, Ohio, I certify that the funds required to meet the obligations of the City during the current fiscal year under the foregoing Development Agreement with Advanced Drainage Systems, Inc., in the amount of \$, has been lawfully appropriated and is in the treasury of the City, or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Ohio Revised Code.

Date: _____

Karrie Martin, Acting Director of Finance
Appropriation Legislation: Ordinance No. [Click](#)

or tap here to enter text.

Effective: [Click or tap to enter a date.](#)
P.O. # [Click or tap here to enter text.](#)

EXHIBIT "A"

AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

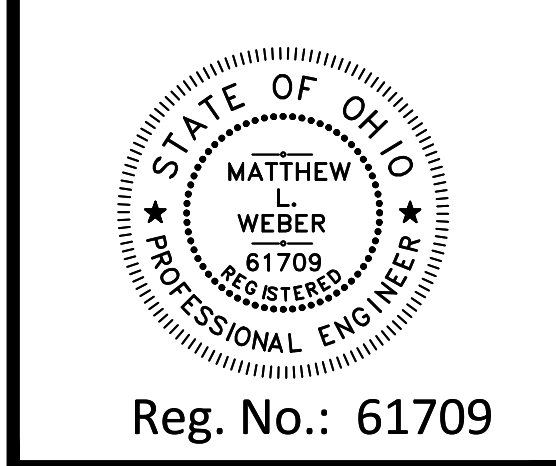
CONTACT MICHAEL

Parcel ID: 050-011833-00
ADVANCED DRAINAGE SYSTEMS INC

- Summary
- Land Profile
- Residential
- Commercial
- Improvements
- Permits
- Mapping
- Sketch
- Photo
- StreetSmart
- Aerial Photos
- Transfers
- BOR Status
- CAUV Status
- Tax & Payments
- Tax Distribution
- Tax Calculators
- Value History
- Rental Contact
- Incentive Details
- Quick Links



Franklin County Auditor | Franklin County Auditor, Es



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

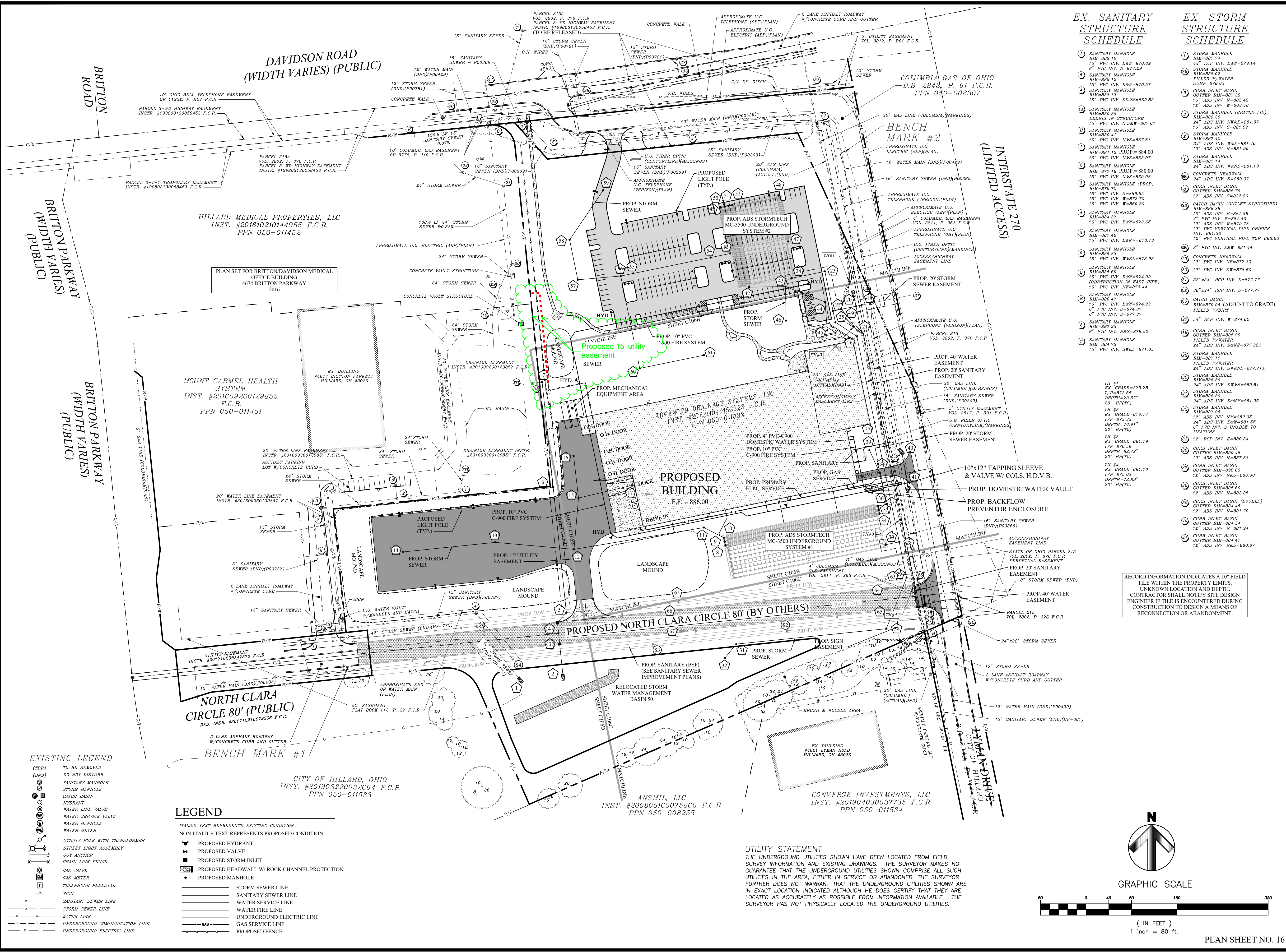
CITY OF HILLIARD, FRANKLIN COUNTY, OHIO
 PRIVATE SITE IMPROVEMENTS
 ADVANCED DRAINAGE SYSTEMS
 4381 DAVIDSON ROAD

Issue Date

07-06-2022
08-11-2022
08-29-2022
10-11-2022
12-05-2022
12-16-2022
12-29-2022
01-06-2023
01-10-2023
01-12-2023
01-27-2023
02-03-2023
02-07-2023

SITE UTILITY PLAN

C106
 PROJECT NO. 2022-108



EX. SANITARY STRUCTURE SCHEDULE

- 1 SANITARY MANHOLE RIM-889.19
15" PVC INV. E&W-870.69
6" PVC INV. N-874.29
- 2 SANITARY MANHOLE RIM-889.12
15" PVC INV. E&W-870.57
15" PVC INV. S&W-869.88
- 3 SANITARY MANHOLE RIM-889.13
15" PVC INV. S&W-869.88
- 4 SANITARY MANHOLE RIM-889.02
15" PVC INV. N&S-867.61
- 5 SANITARY MANHOLE RIM-889.12
15" PVC INV. N&S-867.61
- 6 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 7 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 8 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 9 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 10 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 11 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 12 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 13 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 14 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88
- 15 SANITARY MANHOLE RIM-889.12
15" PVC INV. S&W-869.88

EX. STORM STRUCTURE SCHEDULE

- 1 STORM MANHOLE RIM-887.74
42" RCP INV. E&W-873.14
- 2 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 3 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 4 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 5 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 6 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 7 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 8 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 9 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 10 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 11 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 12 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 13 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 14 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14
- 15 STORM MANHOLE RIM-888.02
42" RCP INV. E&W-873.14

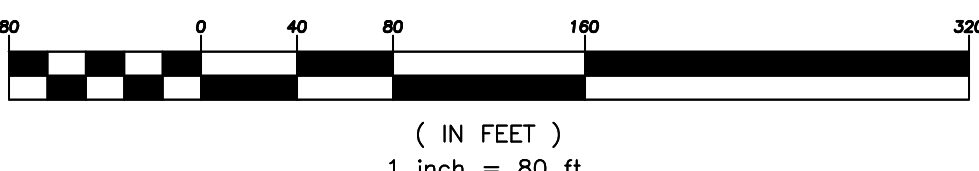
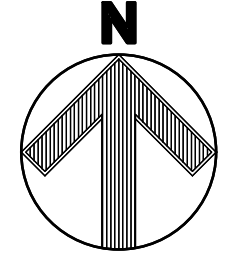
TH #1
 EX. GRADE-879.78
 T/P-873.65
 DEPTH-72.57"
 20" HP(TC)

TH #2
 EX. GRADE-879.74
 T/P-873.33
 DEPTH-76.91"
 20" HP(TC)

TH #3
 EX. GRADE-881.79
 T/P-876.58
 DEPTH-62.42"
 20" HP(TC)

TH #4
 EX. GRADE-881.10
 T/P-875.09
 DEPTH-72.89"
 20" HP(TC)

RECORD INFORMATION INDICATES A 10' FIELD TILE WITHIN THE PROPERTY LIMITS. UNKNOWN LOCATION AND DEPTH. CONTRACTOR SHALL NOTIFY SITE DESIGN ENGINEER IF TILE IS ENCOUNTERED DURING CONSTRUCTION TO DESIGN A MEANS OF RECONNECTION OR ABANDONMENT.



EXISTING LEGEND

- (TBR) TO BE REMOVED
- (DND) DO NOT DISTURB
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- HYDRANT
- WATER LINE VALVE
- WATER SERVICE VALVE
- WATER MANHOLE
- WATER METER
- UTILITY POLE WITH TRANSFORMER
- STREET LIGHT ASSEMBLY
- GUY ANCHOR
- CHAIN LINK FENCE
- GAS VALVE
- GAS METER
- TELEPHONE PEDESTAL
- SIGN
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- UNDERGROUND COMMUNICATION LINE
- UNDERGROUND ELECTRIC LINE

LEGEND

ITALICS TEXT REPRESENTS EXISTING CONDITION
 NON-ITALICS TEXT REPRESENTS PROPOSED CONDITION

- PROPOSED HYDRANT
- PROPOSED VALVE
- PROPOSED STORM INLET
- PROPOSED HEADWALL W/ ROCK CHANNEL PROTECTION
- PROPOSED MANHOLE
- STORM SEWER LINE
- SANITARY SEWER LINE
- WATER SERVICE LINE
- WATER FIRE LINE
- UNDERGROUND ELECTRIC LINE
- GAS SERVICE LINE
- PROPOSED FENCE

UTILITY STATEMENT
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



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 compaction and new roadway.			
Grantee Contact			
Name:	David Meadows	Title:	Economic Development Director
Address:	3800 Municipal Way		
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).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of 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.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the 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.
- 1.3 The GRANTEE will construct the PROJECT as listed above.
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program (“JCED”) funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The GRANTEE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in 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.
- 3.2 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. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 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

- 5.1 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:

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

If to ODOT:

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.

7.4 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.

7.8 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: Michelle Crandall
Print: Michelle Crandall
Title: City Manager
Date: 12/13/22

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: Jack Marchbanks JS M
Jack Marchbanks, Ph.D Director

Date: 12/14/22

Exhibit D



Department of Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

GRANT AGREEMENT

Grantee					
Grantee:	City of Hilliard	Grant Control No.:	SBIG20233790		
Project Site Address:	Parcel ID: 050-008256 Britton Parkway				
City:	Hilliard	State:	Ohio	Zip:	43026
Project Local Jurisdiction:	City of Hillard	Effective Date:	11/21/2022		
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		
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) State Grant. 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 Exhibit I. 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) Budget Reductions. 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) **Subsequent Increase.** 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) **Project Completion.** 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) **Term of Agreement.** 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. **Secondary Goal of 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 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) **Minority Hiring Goal.** 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) Closeout Report. 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) Signature and Costs. 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) Maintenance of Records. 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) Inspection and Copying. 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) Ethics. 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) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. 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) Outstanding Liabilities. 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) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State 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) Public Records. 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. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the 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) **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
 - (ii) **Demand Repayment of Grant Funds.** 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) **Remedies Cumulative.** No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) **Early Termination.** 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) **Effects of Termination.** Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the 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) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

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

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

If to Grantor:
Ohio 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) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State 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) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) **Amendments.** 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) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

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

(l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

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

Grantee:

Grantor:

City of Hilliard

**State of Ohio
Department of Development**

Lydia L. Mihalik
Director

Sign: Michelle Z Crandall

Sign: _____

Print: Michelle Crandall

Print: _____

Title: City Manager

Title: _____

Date: 12/13/22

Date: _____

EXHIBIT I

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



City Council

Real People. Real Possibilities.

Subject:	2023 HPD Capital Equipment Purchase
From:	Michelle Crandall, City Manager
Initiated by:	Michael Woods, Chief of Police, Division of Police
Meeting Date:	May 22, 2023

Executive Summary

Approval of this legislation will allow the Division of Police to purchase a vehicle to replace an unmarked vehicle that was totaled in a crash.

Staff Recommendation

Staff recommends the transfer, appropriation and expenditure of funds in order to purchase the replacement vehicle.

Background

The Division of Police (HPD) uses a combination of marked and unmarked police vehicles to provide service to the Hilliard community. One of the Division's unmarked vehicles was involved in a crash and was determined to be a total loss by the City's insurance provider. As a result, the City received insurance proceeds for the loss of the vehicle. HPD has determined that replacing this lost vehicle with the use of the insurance proceeds is necessary. The purchased vehicle will be used by detectives to aid with investigations.

Financial Impacts

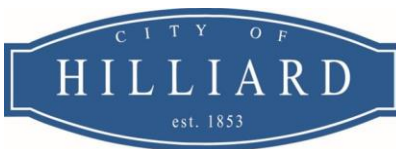
Insurance settlements totaling \$44,278.25 will be transferred to Fund 304, Object 46 to allow for a vehicle purchase not to exceed \$40,000.00. The remainder of the settlement will be available for 2024 appropriations.

Expected Benefits

The purchase will provide the Division of Police a needed resource to assist with investigations of crimes impacting our community.

Attachments

[Ordinance No. 23-08 \(Transfer, Appropriations and Expenditure of Funds\) - Pdf](#)



Ordinance: 23-08

**Passed:
Effective:**

**AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS; AND
THE APPROPRIATION AND EXPENDITURE OF FUNDS**

WHEREAS, pursuant to Section 6.10 of the Charter of the City of Hilliard, Council may amend the appropriations ordinance, provided the ordinance as amended does not authorize the expenditure of more revenue than is expected, and

WHEREAS, by the passage of Ordinance No. 22-38 on November 14, 2022, Council adopted the 2023 Capital Budget, and

WHEREAS, following a determination by the City's insurance companies that two Division of Police vehicles were totaled, the City has received insurance proceeds; and

WHEREAS, the Chief of Police has determined that there is a need to replace one of the totaled unmarked police vehicle with the use of the insurance proceeds received, and

WHEREAS, due to the fact that Police vehicle purchases are funded through the Capital Improvement fund, it is necessary to transfer funds in the following amounts:

From	To	Amount
Fund 895, Object 46, Escrow	Fund 304, Object 46, Capital Improvement	\$24,205.25
Fund 895, Object 46, Escrow	Fund 304, Object 46, Capital Improvement	\$20,523.00

WHEREAS, upon the transfer of funds, it is necessary to appropriate a certain amount of the funds in order to purchase the new unmarked police vehicle; and

WHEREAS, the transfer, appropriation, and expenditure of these funds for an unmarked police vehicle is in the City's best interests.

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

SECTION 1. Pursuant to Section 6.10 of the Charter of the City of Hilliard, Ordinance No. 22-38 is hereby amended in the following amount:

- Fund 304, Object 46 Increased to \$369,728.25

SECTION 2. City Council approves the transfer of funds in the following amounts:

From	To	Amount
Fund 895, Object 46, Escrow Fund	Fund 304, Object 46, Capital Improvement Fund	\$24,205.25
Fund 895, Object 46, Escrow Fund	Fund 304, Object 46, Capital Improvement Fund	\$20,523.00

SECTION 3. The Finance Director is hereby authorized and directed to transfer the following amounts:

From	To	Amount
Fund 895, Object 46, Escrow Fund	Fund 304, Object 46, Capital Improvement Fund	\$24,205.25
Fund 895, Object 46, Escrow Fund	Fund 304, Object 46, Capital Improvement Fund	\$20,523.00

SECTION 4. Upon the transfer of the funds, an appropriation in an amount not to exceed \$40,000.00 is authorized from Fund 304, Object 46. The remainder of the transferred funds will be available for appropriation at a different time.

SECTION 5. An expenditure in an amount not to exceed \$40,000.00 is authorized from Fund 304, Object 46 to purchase one unmarked police vehicle.

SECTION 6. This Ordinance shall be in effect from and after the earliest time provided by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance: **23-08** 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:	Clover Groff Run Stream Restoration, Phase 2 Additional Appropriation
From:	Michelle Crandall, City Manager
Initiated by:	Clark Rausch, City Engineer, Community Development
Meeting Date:	May 22, 2023

Executive Summary

This legislation would appropriate an additional \$443,500.00 for the Clover Groff Run Stream Restoration, Phase 2 Project (CIP ST-38) that will restore a portion of the Clover Groff Run on the City’s Roger A. Reynolds and Wellness Campus properties south of Scioto Darby Road.

Staff Recommendation

Staff recommends the approval of an additional \$443,500 for the total local amount of \$1,454,500.00 for the construction of the Clover Groff Run Stream Restoration, Phase 2 Project (CIP ST-38). The additional \$443,500, and possibly more, will be reimbursed to the City through a Clean Ohio Green Space Conservation Program grant (“Clean Ohio Grant”) administered by the Ohio Public Works Commission (OPWC).

Background

On April 24, 2023, City Council approved Resolution NO. 23-R-26 authorizing an amount not to exceed \$1,454,500.00 for the construction of CIP ST-38. Of this total cost, forty-five percent (45%) of the project will be funded from the Clean Ohio Grant up to a maximum \$594,747.00. The remainder of the project will be funded from \$1,011,000.00 appropriated for CIP ST-38 in the City’s 2023 Capital Improvement Budget approved on November 14, 2022.

The City’s intent was to pay its portion of each contractor invoice with the funds budgeted in the Capital Improvement Budget, and OPWC will reimburse the remainder of each contractor invoice directly with the Clean Ohio Grant funds. However, the State Auditors require the entire amount of the project to be appropriated with local funds, with the Clean Ohio Grant reimbursing the City for the grant’s portion of the project funds. Therefore, the difference between the amount authorized in Resolution NO. 23-R-26 and the amount for CIP ST-38 in the City’s 2023 Capital Improvement Budget, or \$443,500, must be appropriated for use on project CIP ST-38.

Financial Impacts

As detailed above, an additional \$443,500.00 of local funds must be shown to be available for construction of CIP ST-38. However, as noted, the City will be reimbursed these funds, and possibly more, from the Clean Ohio Grant. This grant pays for forty-five (45%) of the project cost, not to exceed \$594,747.00.

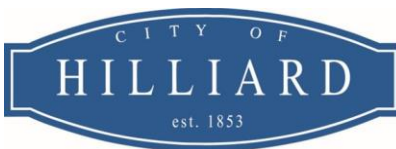
Expected Benefits

The construction of the Clover Groff Run Stream Restoration, Phase 2 will complete the restoration of Clover Groff Run on the City’s property south of Scioto Darby Road. The project is consistent with the Big Darby Accord Plan, and will improve water quality, aquatic and terrestrial habitat of the stream. In addition, the project will allow the City to redefine the boundaries of the 100-year floodplain for Clover Groff Run on the City’s Wellness Campus property, thus allowing more of the property to be developed for the new Community Center and athletic fields.

In addition, the project will allow the City to meet another Ohio EPA requirement. The City’s permit as operators of a Phase 2 Municipal Separate Storm Sewer System (“MS4”) requires the City to meet a Total Maximum Daily Load (TMDL) requirement in the Big Darby Creek watershed during the five-year permit cycle. This requirement may be met by either retrofitting an existing storm water practice that only provides peak discharge controls, or by performing a stream restoration on a minimum three hundred linear feet (300’) of channelized stream. The Clover Groff Run Stream Restoration Project, Phase 2 will allow the City to meet the latter requirement for the current five-year MS4 permit cycle.

Attachments

[Ordinance No. 23-09 \(Clover Groff Run Stream Restoration Phase 2 Additional Appropriation\) - Pdf](#)



Ordinance: 23-09

**Passed:
Effective:**

AMENDING THE AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR THE CLOVER GROFF RUN STREAM RESTORATION, PHASE 2, CIP ST-38.

WHEREAS, by the passage of Ordinance No. 22-38 on November 14, 2022, Council adopted the City’s 2023 Capital Improvement Budget; and

WHEREAS, the approved Capital Improvement Budget included \$1,011,000.00 for CIP ST-38, Clover Groff Run Stream Restoration, Phase 2; and

WHEREAS, on April 24, 2023, City Council passed Resolution No. 23-R-26 authorizing the City Manager to enter into a contract for CIP ST-38, Clover Groff Run Stream Restoration, Phase 2 and authorizing the expenditure of funds; and

WHEREAS, on July 19, 2022, the City was awarded a Clean Ohio Green Space Conservation Program grant (the “Clean Ohio Grant”) for forty-five percent (45%) of the project cost, not to exceed \$594,747; and

WHEREAS, Resolution No. 23-R-26 authorized an expenditure of funds not to exceed \$1,454,500.00 from Fund 304, Object 55; and

WHEREAS, the State of Ohio Auditor requires the full amount of the project funds to be allocated as local funds, even if the funds will be reimbursed by the Clean Ohio Grant; and

WHEREAS, since the 2023 Capital Improvement Budget only includes \$1,011,000.00 for CIP ST-38, an additional \$443,500 must be appropriated for the full amount of the project; and

WHEREAS, these additional funds will be reimbursed to the City from the Clean Ohio Grant.

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

SECTION 1. An appropriation is made in the amount of \$443,500 from the 2023 capital improvement budget, Fund 304, Object 55 to provide the full amount of funds for CIP ST-38, Clover Groff Run Stream Restoration, Phase 2.

SECTION 2. An expenditure in an amount not to exceed \$1,454,500.00 is authorized from Fund 304, Object 55 to provide funds for CIP ST-38, Clover Groff Run Stream Restoration, Phase 2.

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

SECTION 4. 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

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance: **23-09** 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:	Appointment of Personnel Review Board Member
From:	Michelle Crandall, City Manager
Initiated by:	Colleen Lemmon, Chief People Officer & Human Resources Director, Human Resources
Meeting Date:	May 22, 2023

Executive Summary

The City currently has a vacancy on the Personnel Review Board. It is imperative that board members have a strong background in Human Resources.

Staff Recommendation

Staff is recommending that Council appoints Angela Harris to the Personnel Review Board. Angela has over ten years of experience in public sector Human Resources. She also has a Professional In Human Resources Certification.

Background

Section 8.01 of the City's Charter provides for a Personnel Review Board. There is one vacancy on the Board and it was posted and interested candidates applied. All interested candidates were contacted.

Financial Impacts

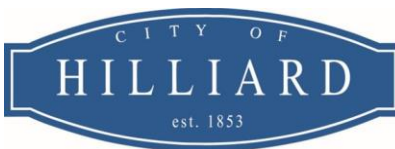
None

Expected Benefits

The City would benefit to have a board member with public sector Human Resources experience.

Attachments

[Resolution No. 23-R-38 \(Appt. to Personnel Review Board\) - Pdf](#)



Resolution: 23-R-38

**Adopted:
Effective:**

APPOINTING A MEMBER TO THE CITY'S PERSONNEL REVIEW BOARD.

WHEREAS, Section 8.01 of the City of Hilliard Charter ("Charter") provides that a Personnel Review Board ("Board") consisting of three qualified electors be appointed by a majority vote of Council; and

WHEREAS, by the passage of Resolution No. 21-R-38, Jim Manuel was appointed to the Board with a term ending May 24, 2023 and Mr. Manuel desires not be reappointed; and

WHEREAS, as a result, the City sought applications from candidates interested in serving on the Board; and Angela Harris has expressed interest in appointment to the Board; and

WHEREAS, City Council is prepared to appoint Angela Harris to serve a three year term.

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

SECTION 1. City Council hereby reappoints the following individual to the Board:

Name	Term
Angela Harris	May 24, 2023 - May 24, 2026

SECTION 2. This Resolution shall be 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

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-38** 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:	Acceptance and Reconveyance of the TruePointe Property
From:	Michelle Crandall, City Manager
Initiated by:	David Meadows, Economic Development Director, Economic Development Department
Meeting Date:	May 22, 2023

Executive Summary

Approval of this legislation allows the City to accept the deed for the TruePointe property and subsequent reconveyance of the property back to Equity.

Staff Recommendation

Staff recommends that City Council authorize the approval of this legislation which is necessary for the proposed TruePointe development.

Background

Trueman Boulevard LLC and RRIHQ LLC (the "Companies") are the owners of real property in the City of Hilliard. Trueman Boulevard LLC is the owner of 21.665 ± acres of real property, identified as parcel number 050-003043-00 by the Franklin County Auditor's Office and RRIHQ LLC is the owner of an ± 19,377 square foot office building on ± 6.061 acres of real property located at 4525 Trueman Boulevard, identified as parcel number 050-010984-00 by the Franklin County Auditor's Office (collectively the "Property")

Equity, LLC (the "Developer") has proposed the construction of TruePointe, a mixed-use development that will include approximately 115,000 square feet of class A office space, 135,000 square feet of medical office, 40,000 square feet of retail and restaurant space, a 100-bed hotel, and 360 dwelling units with an investment exceeding \$250 million (the "Project"), and the City and the Developer expect to enter into a Development Agreement for the Project. The redevelopment of the Property by the construction of TruePointe requires approximately \$55 million in total public infrastructure and structured parking costs (the "Improvements").

In order to reimburse the Developer for the Improvements, the City desires to declare that the Improvements are a public purpose under Section 5709.41 of the Ohio Revised Code, which code section permits the City to use Tax Increment Financing ("TIF") as a vehicle from which to collect service payments in lieu of taxes on the Property. To use this TIF, Section 5709.41(B) of the Ohio Revised Code requires that the City held fee title to the Property prior to the adoption of an Ordinance authorizing use of this type of exemption.

Financial Impacts

N/A

Expected Benefits

With the City being in the chain of title on the TruePointe site, City Council can consider the use of a tax increment financing incentive under Section 5709.41 of the Ohio Revised Code.

Attachments

[Resolution No. 23-R-39 \(Accepting and reconveying TruePointe\) - Pdf](#)



Resolution: 23-R-39

**Adopted:
Effective:**

**AUTHORIZING THE ACCEPTANCE AND SUBSEQUENT RECONVEYANCE
OF A 21.665 ± ACRE PARCEL OWNED BY TRUEMAN BOULEVARD LLC
AND 6.061 ± ACRE PARCEL OWNED BY RRIHQ LLC BY QUIT CLAIM DEED**

WHEREAS, Trueman Boulevard LLC and RRIHQ LLC (the "Companies") are the owners of real property in the City of Hilliard. Trueman Boulevard LLC is the owner of 21.665 ± acres of real property, identified as parcel number 050-003043-00 by the Franklin County Auditor's Office and RRIHQ LLC is the owner of an ± 19,377 square foot office building on ± 6.061 acres of real property located at 4525 Trueman Boulevard, identified as parcel number 050-010984-00 by the Franklin County Auditor's Office (collectively the "Property"); and

WHEREAS, in order to redevelop the Property, Equity, LLC (the "Developer") has proposed the construction of TruePointe, a mixed-use development that will include approximately 115,000 square feet of class A office space, 135,000 square feet of medical office, 40,000 square feet of retail and restaurant space, a 100-bed hotel, and 360 dwelling units with an investment exceeding \$250 million (the "Project"), and the City and the Developer expect to enter into a Development Agreement for the Project; and

WHEREAS, the redevelopment of the Property by the construction of TruePointe requires approximately \$55 million in total public infrastructure and structured parking costs (the "Improvements"); and

WHEREAS, in order to reimburse the Developer for the Improvements, the City desires to declare that the Improvements are a public purpose under Section 5709.41 of the Ohio Revised Code, which code section permits the City to use Tax Increment Financing ("TIF") as a vehicle from which to collect service payments in lieu of taxes on the Property; and

WHEREAS, to use this TIF, Section 5709.41(B) of the Ohio Revised Code requires that the City held fee title to the Property prior to the adoption of an Ordinance authorizing use of this type of exemption; and

WHEREAS, in conformity therewith, the City desires to 1) accept the conveyance of the Property by quit-claim deed from the Companies, and 2) to then convey the Property, by quit-claim deed, back to the Companies.

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

SECTION 1. The City of Hilliard is authorized, at no cost, to accept the conveyance of a 21.665± acre parcel of property by quit-claim deed from Trueman Boulevard LLC, which parcel is identified in Exhibit "A" and ± 19,377 square foot office building on ± 6.061 acre parcel of property located at 4525 Trueman Boulevard by quit-claim deed from RRIHQ LLC, which parcel is identified in Exhibit "B", attached hereto and incorporated herein.

SECTION 2. The City's acceptance of the quit-claim deed shall be conditioned on Trueman Boulevard LLC's and RRIHQ LLC's payment of all the real property taxes owing on the Property up to the effective date of this Resolution, including payment of any and all assessments due or owing.

SECTION 3. This Council finds that the City is acquiring the Property while engaged in urban redevelopment of the Property with the Project and that the City expects to approve an "incentive district" TIF for purposes of Section 12.10 of the City Charter pursuant to Section 5709.41 of the Ohio Revised Code.

SECTION 4. The City, by and through its City Manager, is authorized and directed to re-convey the Property, as identified in Exhibit "A" and "Exhibit "B", at no cost, back to the Companies.

SECTION 5. The City Manager is further authorized execute any deeds or agreements as may be necessary and appropriate for the transfer and conveyance of the Property. Such documents shall be approved as to form by the City Law Director.

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

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-39** 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

Franklin County Auditor - Michael Stinziano 050-003043-00

Owner Name TRUEMAN BOULEVARD LLC
Site Address 4525 TRUEMAN BL
Legal Descriptions SCHIRTZINGER RD
 ENTRY 1406-3000
 21.665 ACRES
Owner Address 4653 TRUEMAN BOULEVARD SUITE 100
 HILLIARD OH 43026
Transfer Date 02/24/2022
Transfer Price 4,225,650.00
Instrument Type LW

Prop. Class C - Commercial
Land Use 400 - VACANT COMMERCIAL LAND
Tax District 050 - CITY OF HILLIARD
Sch. District 2510 - HILLIARD CSD
App Nbrhd X0800
Tax Lien No
CAUV Property No
Owner Occ. Credit 2022: No 2023: No
Homestead Credit 2022: No 2023: No
Rental Registration No
Board of Revision Yes
Zip Code 43026
Annual Taxes 53,450.22
Taxes Paid 54,989.30
Calculated Acreage 21.98
Legal Acreage 21.67

Current Market Value

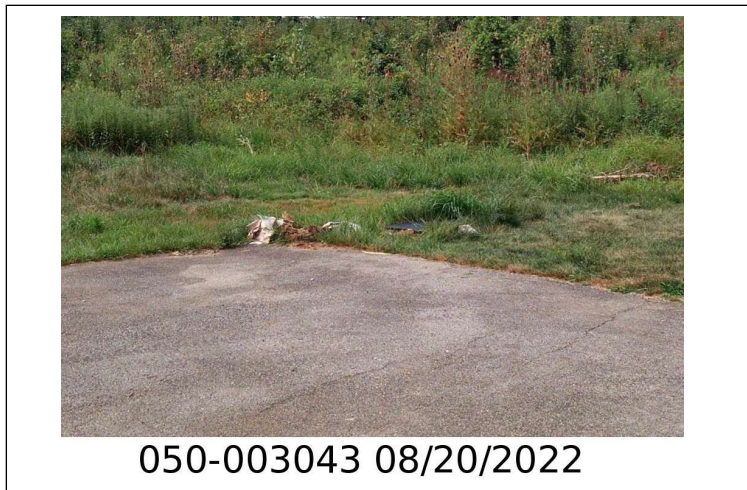
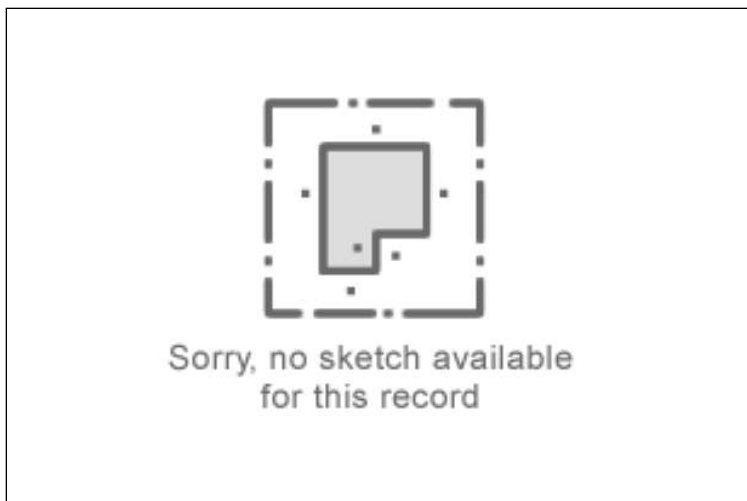
Taxable Value

	Land	Improv	Total	Land	Improv	Total
Base	\$1,681,800	\$0	\$1,681,800	\$588,630	\$0	\$588,630
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,681,800	\$0	\$1,681,800	\$588,630	\$0	\$588,630
CAUV	\$0					

Building Data

N/A

Sketch Legend



Disclaimer: The information on this web site is prepared from the real property inventory maintained by the Franklin County Auditor's Office. Users of this data are notified that the primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

Franklin County Auditor - Michael Stinziano 050-010984-00

Owner Name	RRIHQ LLC	Prop. Class	C - Commercial
Site Address	4525 TRUEMAN BL	Land Use	447 - OFFICE BLDG 1 & 2 STORIES
Legal Descriptions	SCHIRTZINGER RD ENTRY 1406-3000 6.061 ACRES	Tax District	050 - CITY OF HILLIARD
Owner Address	4653 TRUMAN BLVD STE 100 HILLIARD OH 43026	Sch. District	2510 - HILLIARD CSD
Transfer Date	12/04/2020	App Nbrhd	X0800
Transfer Price	140,000.00	Tax Lein	No
Instrument Type	QC	CAUV Property	No
		Owner Occ. Credit	2022: No 2023: No
		Homestead Credit	2022: No 2023: No
		Rental Registration	No
		Board of Revision	No
		Zip Code	43026
		Annual Taxes	36,256.40
		Taxes Paid	18,128.20
		Calculated Acreage	6.06
		Legal Acreage	6.06

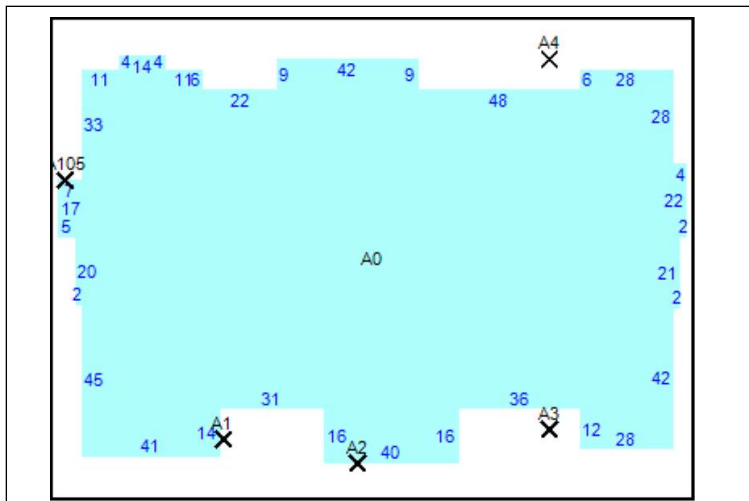
	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$450,000	\$690,800	\$1,140,800	\$157,500	\$241,780	\$399,280
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$1,499,200	\$1,499,200	\$0	\$524,720	\$524,720
Total	\$450,000	\$2,190,000	\$2,640,000	\$157,500	\$766,500	\$924,000
CAUV	\$0					

Building Data

Land Use	447-OFFICE BUILDING 1 & 2 STY
Year Built	2012
Total Sq Ft	19377
Stories	01
Grade	AVERAGE QUALITY

Sketch Legend

- 1 A0 - 053:OFFICES 19377 Sq. Ft.
- 1 A1 - OFP:OPEN FRAME PORCH 72 Sq. Ft.
- 2 A2 - CP4:CANOPY-AVERAGE 80 Sq. Ft.
- 3 A3 - OFP:OPEN FRAME PORCH 156 Sq. Ft.
- 4 A4 - OFP:OPEN FRAME PORCH 48 Sq. Ft.
- 5 A105 - OFP:OPEN FRAME PORCH 42 Sq. Ft.
- 1 PAVING ASP - PA1:PAVING ASPHALT 68000 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 2111500 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 612300 Sq. Ft.
- 4 AB PRT - ABP:ABATED PART 1499200 Sq. Ft.



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City Council

Real People. Real Possibilities.

Subject:	Authorizing Conditional Use - 6287 Cosgray Road
From:	Michelle Crandall, City Manager
Initiated by:	John Talentino, Planning Director, Planning Division Ed Merritt, Director of Recreation and Parks, Recreation and Parks
Meeting Date:	May 22, 2023

Executive Summary

The proposal is for the approval of a Conditional Use request for the Hilliard Recreation & Wellness Campus at 6872 Cosgray Road to allow “Athletic Fields” on the 79-acre public project.

Staff Recommendation

Staff recommends that Council adopt this resolution based on the finding that the proposed conditional use meets the requirement and intent of the Code and the PUD development text and will be an appropriate use within the proposed wellness campus.

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 May 11, 2023, the Planning and Zoning Commission considered a conditional request to allow athletic fields on the 79-acre site as identified in the PUD Concept Plan. Opportunity was made available for public input, and the Commission voted to approve the request (5-0). The Commission recommended the following three conditions:

1. That not less than 27 acres of natural open space will be provided within Subarea 2;
2. That light trespass onto any residential property shall be not more than 0.3 footcandles when measured at grade 10 feet beyond the property line; and
3. That the site complies with the provisions of the Hilliard Storm Water Design Manual and the Ohio EPA Construction General Permit.

During the discussion, residents from the Heritage Lakes subdivision voiced concerns about parking along Heritage Lakes Drive and the potential for obstructions, which have been noted by staff. 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 beyond the already planned and budgeted construction of these public improvements expected as part of the Recreation & Wellness Campus.

Expected Benefits

Approval of the Conditional Use for “Athletic Fields” will enable the city to continue moving forward with athletic field construction as an anticipated public improvement as part of the Hilliard Recreation & Wellness Campus PUD.

Attachments

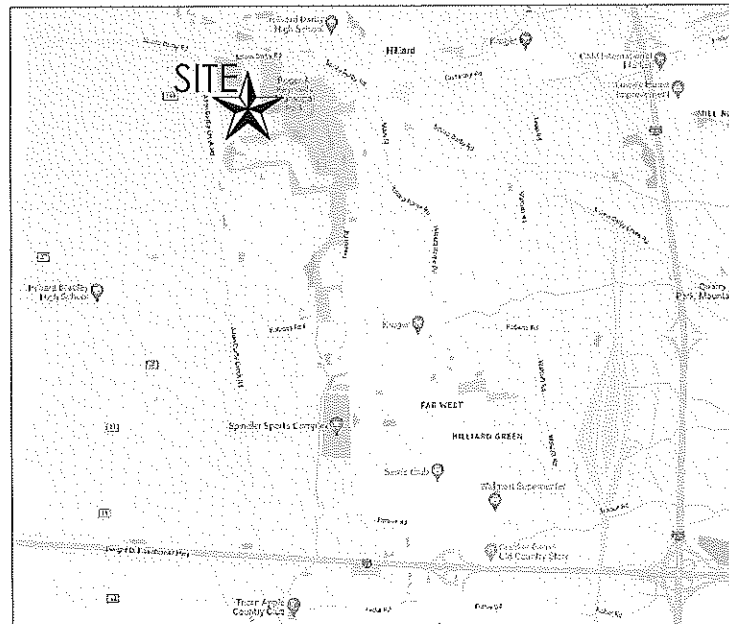
- [Conditional Use Plans. 6287 Cosgray](#)
- [Record of Action.6287 Cosgray Rd](#)
- [P&Z Draft Minutes. 6287 Cosgray Rd](#)
- [Resolution No. 23-R-40 \(Authorizing Conditional Use - 6287 Cosgray Road\) - Pdf](#)

Hilliard Athletic Complex

6371 Scioto Darby Road, Hilliard OH 43026

Site Compliance

April 7, 2023



NORTH
VICINITY MAP
NOT TO SCALE

PREPARED FOR:
The City of Hilliard
3800 Veterans Memorial Drive
Hilliard OH 43026



OWNER'S REPRESENTATIVE
McCarthy Consulting, LLC
McCarthy Consulting, Inc.
84 West Riverglen Drive, Worthington OH 43085
614.846.7111

LANDSCAPE ARCHITECT

EDGE PLANNING
LANDSCAPE ARCHITECTURE
URBAN DESIGN
330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614.486.3343
www.edgeja.com

SHEET INDEX	
Cover	
Site Layout Plans	C2.00 - C2.02, CA2.00
Site Planting Plans	L2.01 - L2.12

SITE DATA TABLE	
Current Zoning	PUD
Total Area - Athletic Complex	+/-67.77 Acres
Impervious Area (Off Street Parking)	231,886 SF
Impervious Area (Private Drive)	50,911 SF
Impervious Area (Building)	4,900 SF

PARKING DATA TABLE	
Proposed Use	Outdoor Recreation
Minimum Parking Required	N/A
Total Parking Provided	641 Spaces (561 w/o Alternate Lot)
Bicycle Parking Provided	24 Spaces
ADA Parking Provided (Van/Total)	4 Van Spaces / 14 Total Spaces

PLANTING DATA TABLE		
	Required	Provided
Code Section 1125.04 Building Coverage Tree Requirements .5" Caliper / 500 sf (4,900 sf Total)	10" Caliper Total	54" Caliper Total {18} 3" Trees Surrounding Pavilion
Code Section 1125.05 Vehicular Use Area Requirements Perimeter Plantings Fronting Private Drive 2 Trees + 30 Shrubs / 100 LF (768 LF)	16 Trees 231 Shrubs	16 Trees 195 Shrubs 30' Wide Bioretention Mix
Interior Landscape	1 Trees + 4 Shrubs / Single Island 2 Trees + 8 Shrubs / Double Island	1 Tree / Single Island Minimum 2 Trees + 8 Shrubs / Double Island
Code Section 1125.06 Buffering Requirements	N/A	

CIVIL



MS Consultants, Inc.
2221 Schrock Road, Columbus OH 43229
614.898.7100

ARCHITECT / STRUCTURAL
CIVIL / MEP:



Osports
130 East Chestnut Street, Suite 401, Columbus OH 43215
614.556.4272

IRRIGATION DESIGN



Century Equipment
4199 Leap Road, Hilliard OH 43026
614.771.9995

CONSTRUCTION MANAGER



Ruscilli Construction Co., Inc.
5815 Wall Street, Dublin OH 43017
614.876.9484



EDGE PLANNING
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84 W. RYERGLAN DRIVE
WORHINGTON, OH 43085
PHONE: 614.846.7111

MS CONSULTANTS, INC.
2221 SCHRACK ROAD
COLUMBUS, OH 43229-1547
PHONE: 614.898.7100

OSPORTS
130 E. CHESTNUT STREET, SUITE 401
COLUMBUS, OH 43215
PHONE: 614.556.4272

CENTURY EQUIPMENT
4199 LEAP ROAD
HILLIARD, OH 43026
PHONE: 614.771.9995

ATHLETIC COMPLEX

6371 SCIOTO DARBY ROAD
HILLIARD, OH 43026



3800 VETERANS MEMORIAL DRIVE
HILLIARD, OHIO 43026

PROJECT NO. 21176.0

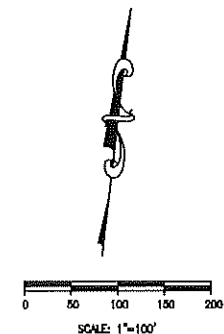
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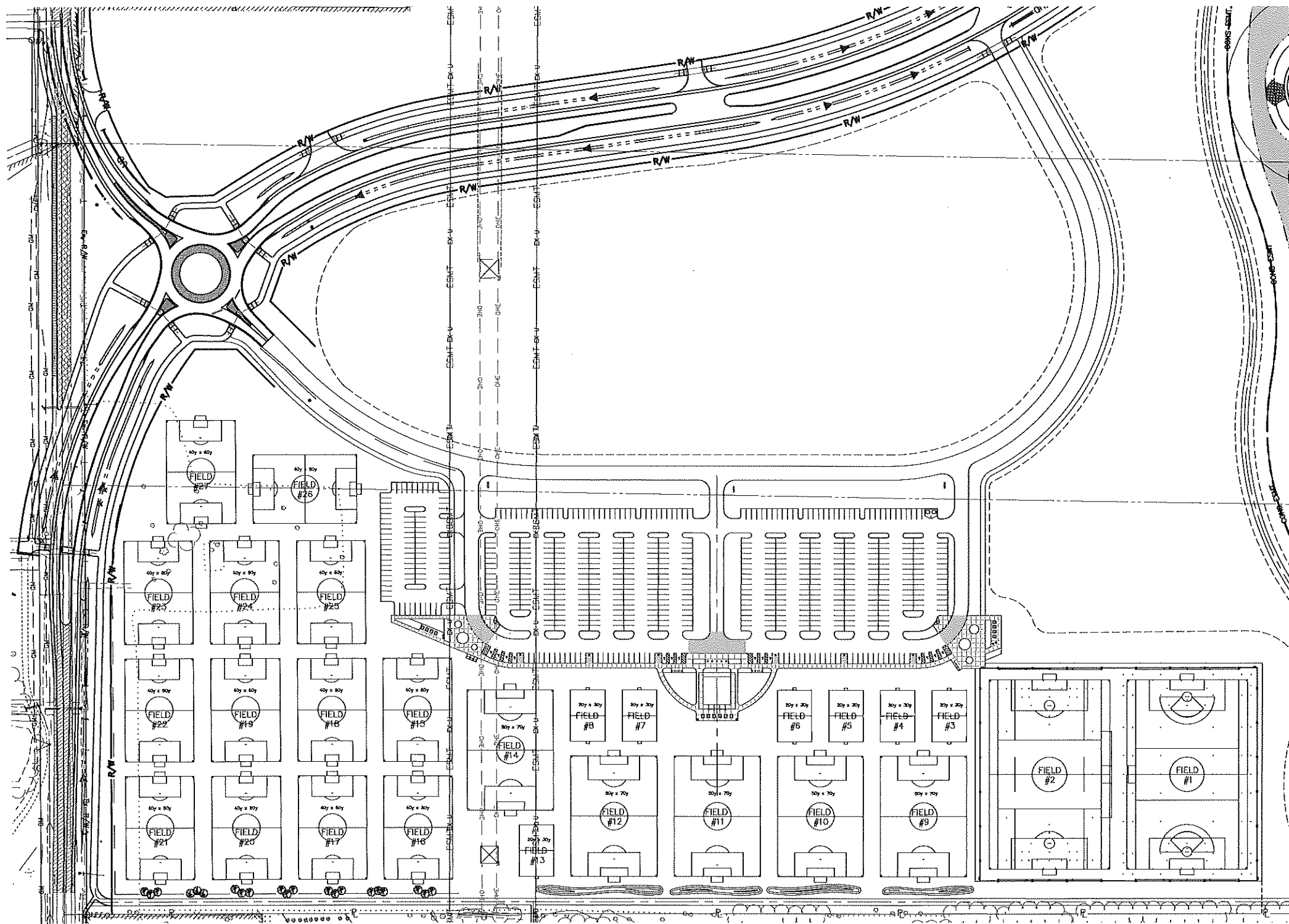
SITE PLAN

Sheet Title

PRELIMINARY
NOT FOR CONSTRUCTION

SEAL

Agenda Item B.3.
0020
Sheet Number



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PROJECT NO. 21176.0

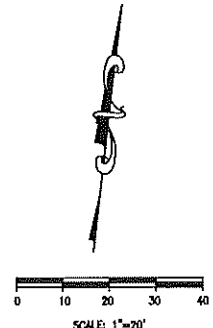
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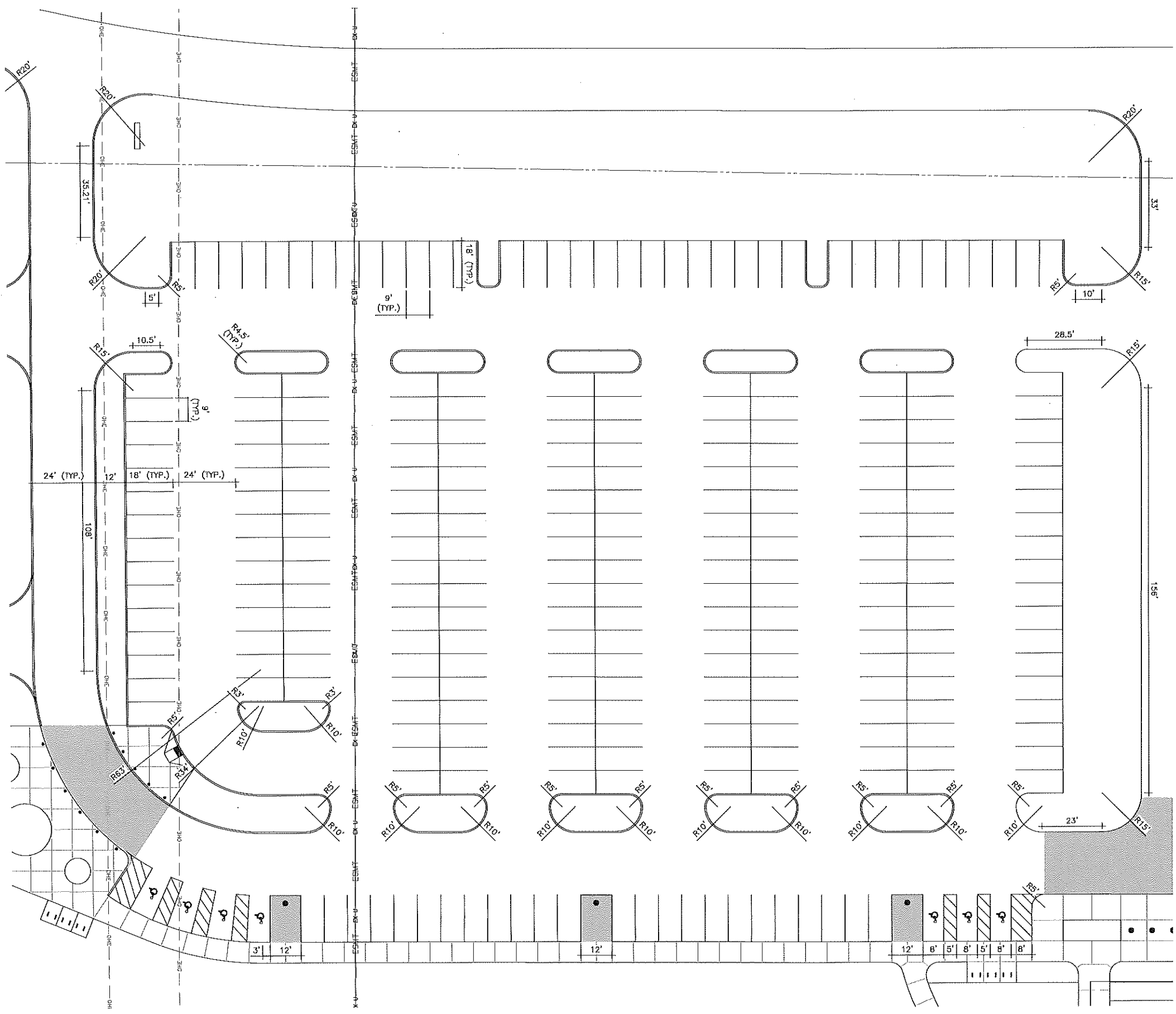
SITE PLAN

10.20

PRELIMINARY
NOT FOR CONSTRUCTION

SEALED

Agenda Item B.3.
Sheet Number



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ATHLETIC COMPLEX
PROJECT NAME
6371 SCIOTO DARBY ROAD
HILLIARD, OH 43026

HILLIARD
CLIENT
3800 VETERANS MEMORIAL DRIVE
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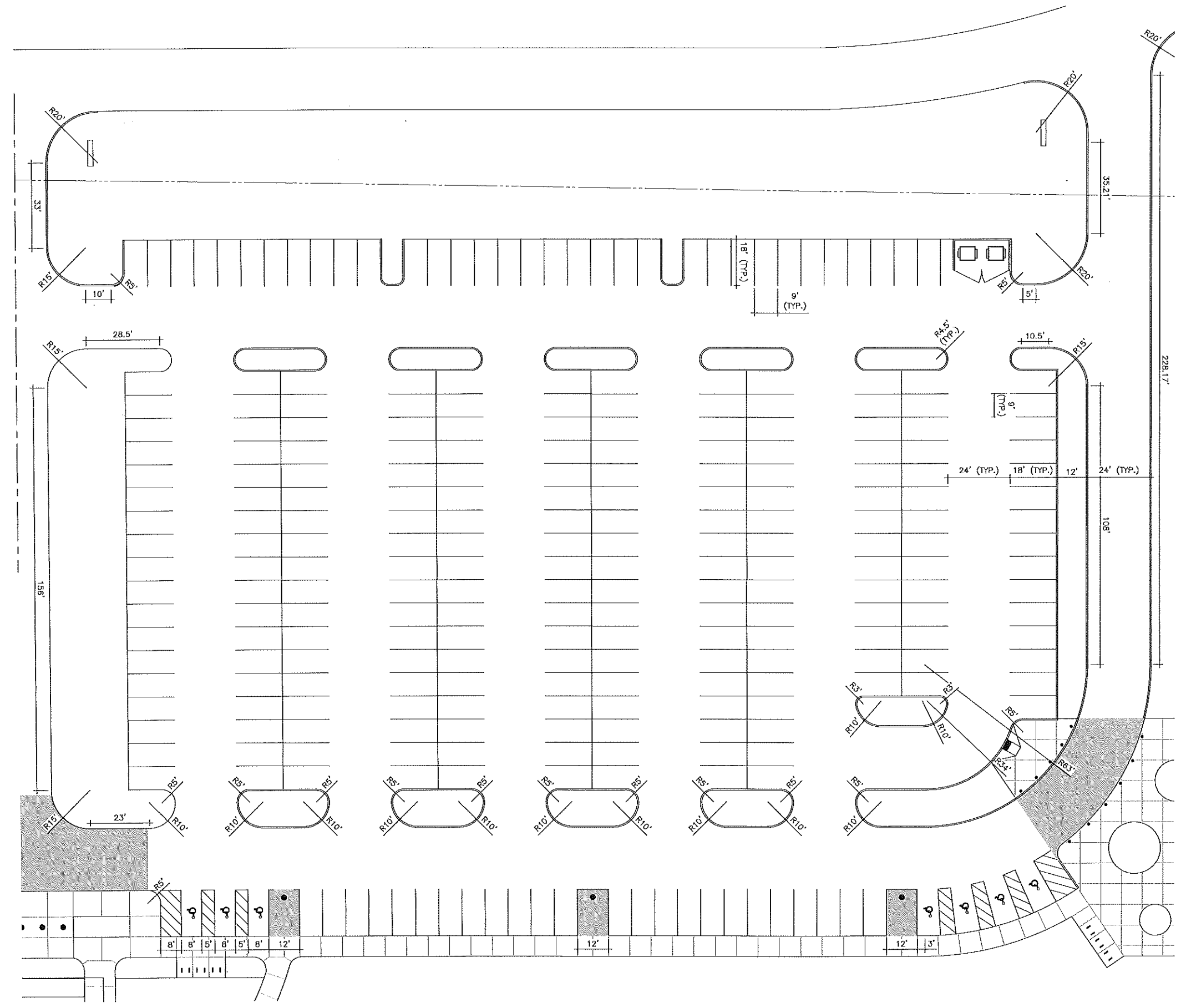
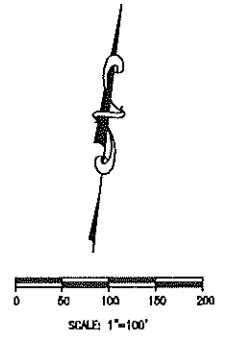
PROJECT NO. 21176.0
Date: 01/31/2023
Issued for: GMP 3
REVISIONS

NO.	DATE	DESCRIPTION

SITE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
2023
Sheet Number
Agenda Item B.3.

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ATHLETIC COMPLEX

PROJECT NAME
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HILLIARD, OH 43026

HILLIARD
3800 VETERANS MEMORIAL DRIVE
HILLIARD, OHIO 43026

PROJECT NO. 21176.0
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REVISIONS

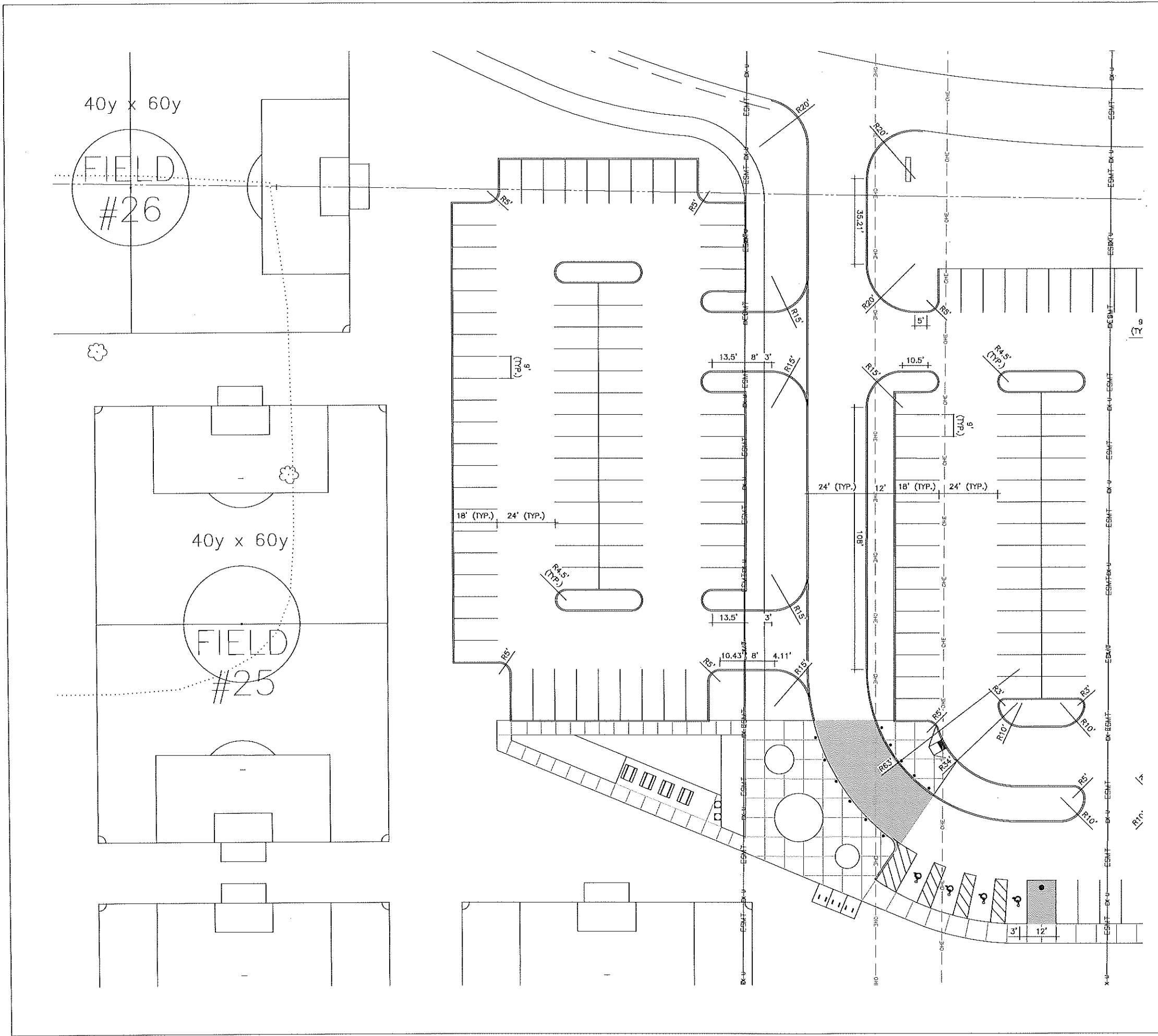
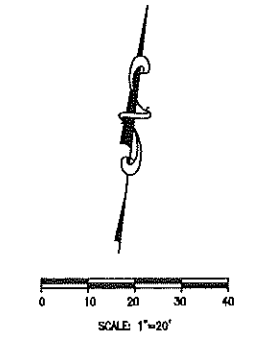
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PRELIMINARY
NOT FOR CONSTRUCTION

Sheet Number
C-A2.00

Agenda Item B.3.

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ATHLETIC COMPLEX
PROJECT NAME
6371 SCIOTO DARBY ROAD
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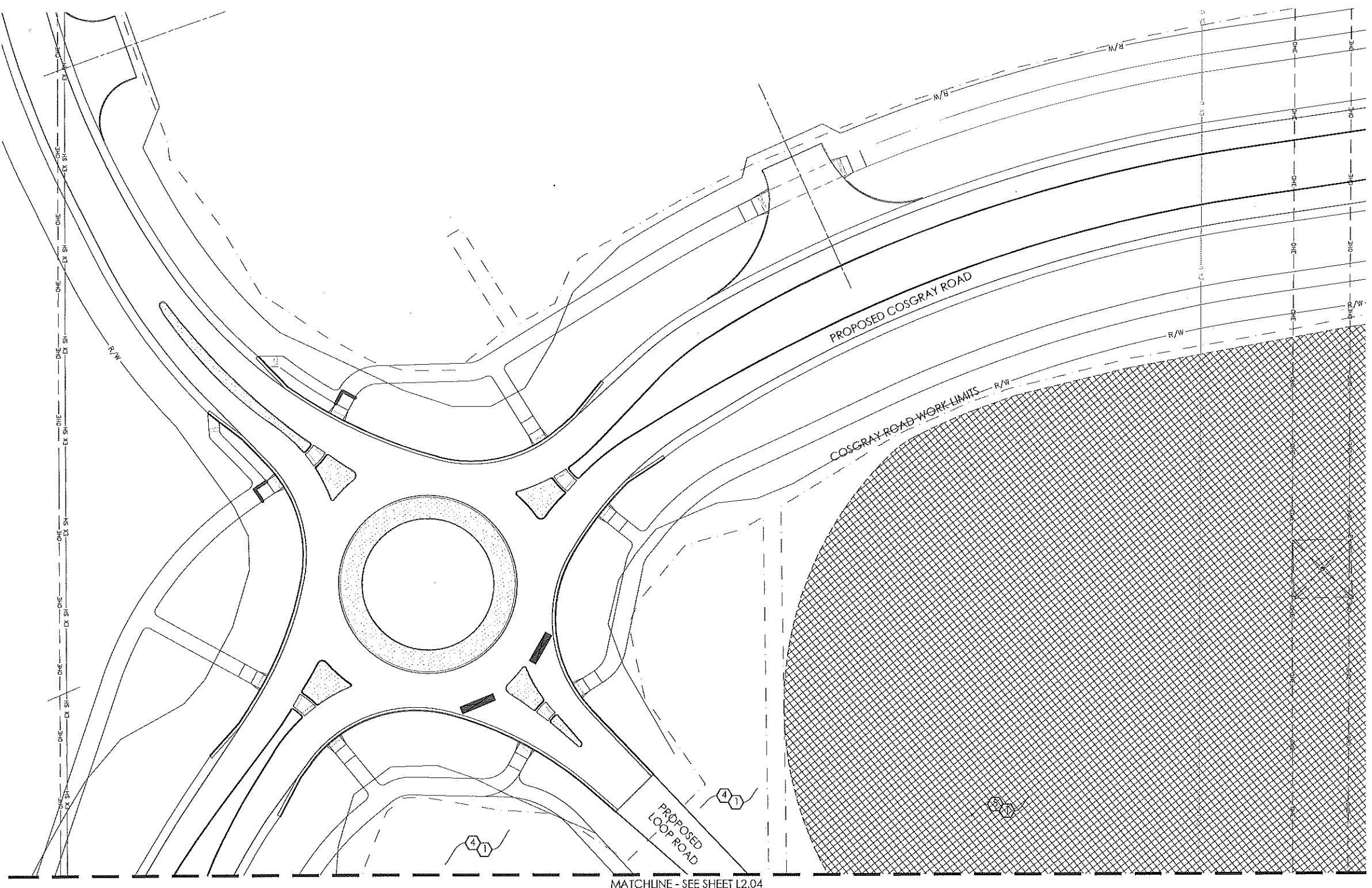
HILLIARD
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PROJECT NO. 21176.0
Date: 01/31/2023
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REVISIONS

ENLARGED
PLANTING PLAN

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Agenda Item B.3.
10:27
Sheet Number



MATCHLINE - SEE SHEET L2.04

GENERAL NOTES:

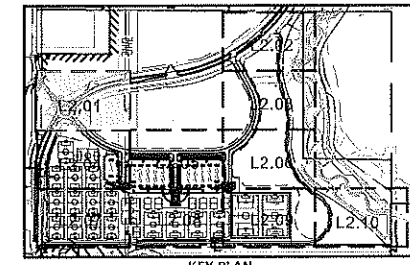
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- GRASS MATRIX. SEE SHEET L2.

LEGEND

- GRASS SEED A: GENERAL TURF AREA SEED MIX
- GRASS SEED B: NO-MOW SEED MIX
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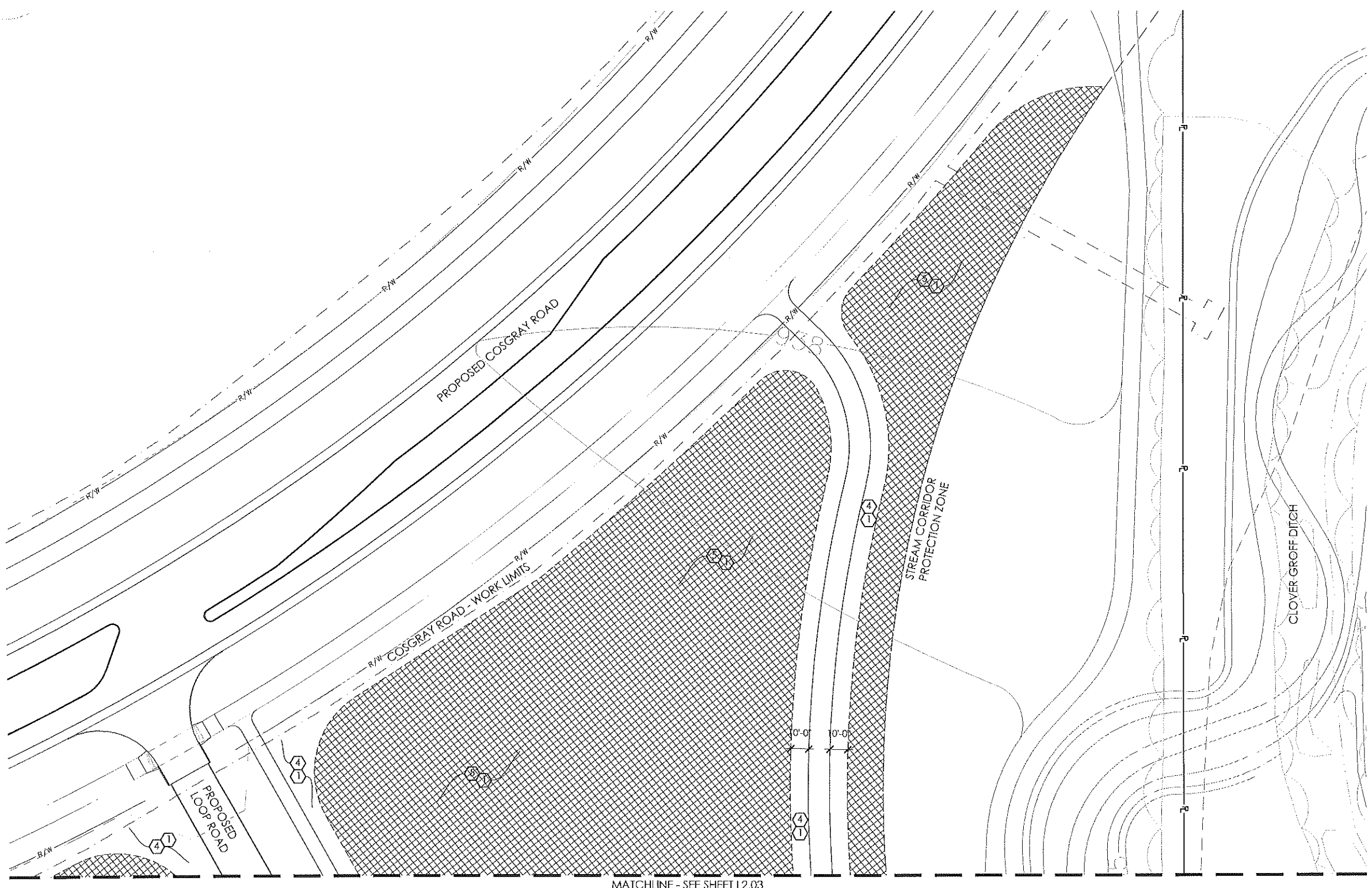
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2027
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MATCHLINE - SEE SHEET L2.03

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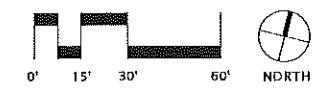
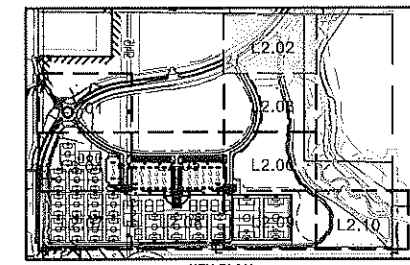
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LEGEND

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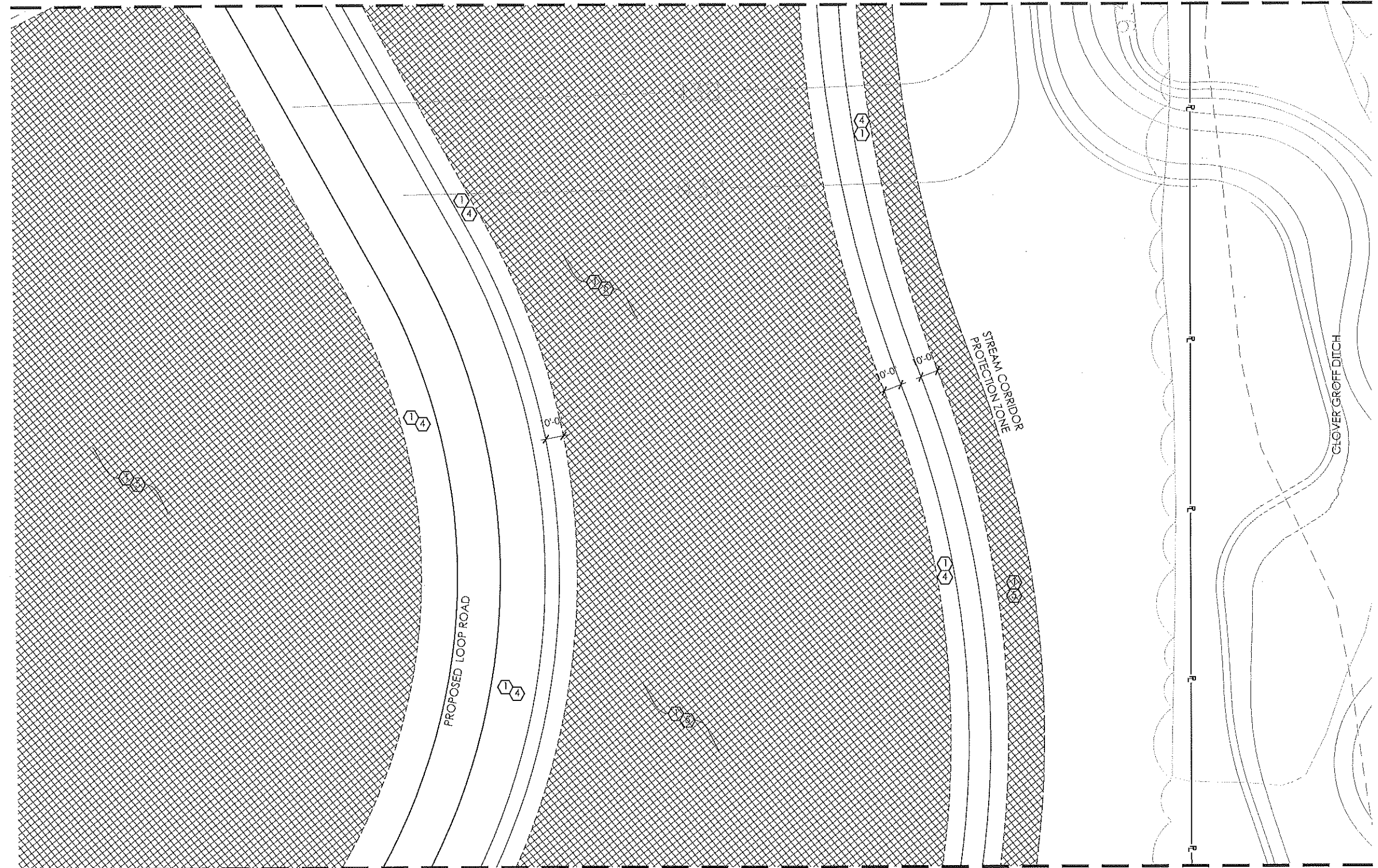
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MATCHLINE - SEE SHEET L2.02

MATCHLINE - SEE SHEET L2.06



GENERAL NOTES:

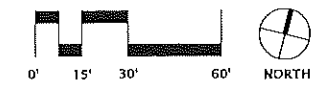
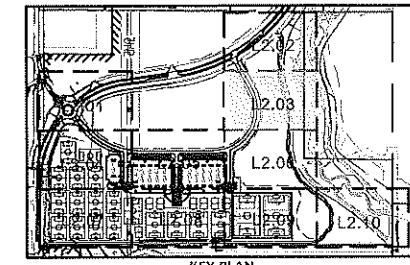
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LEGEND

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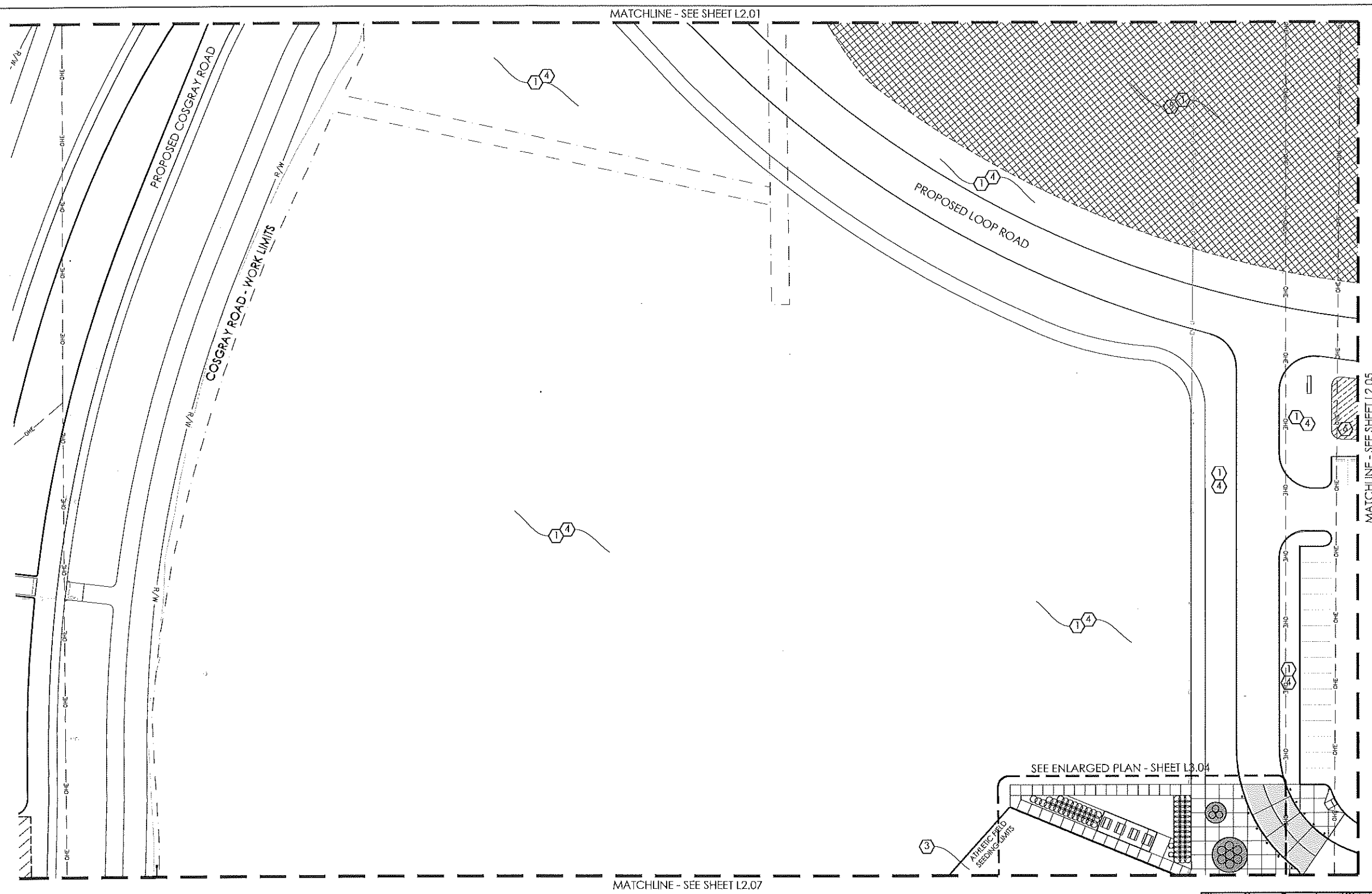
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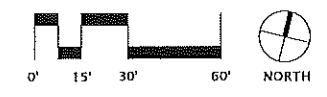
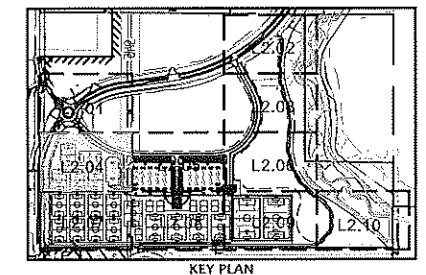
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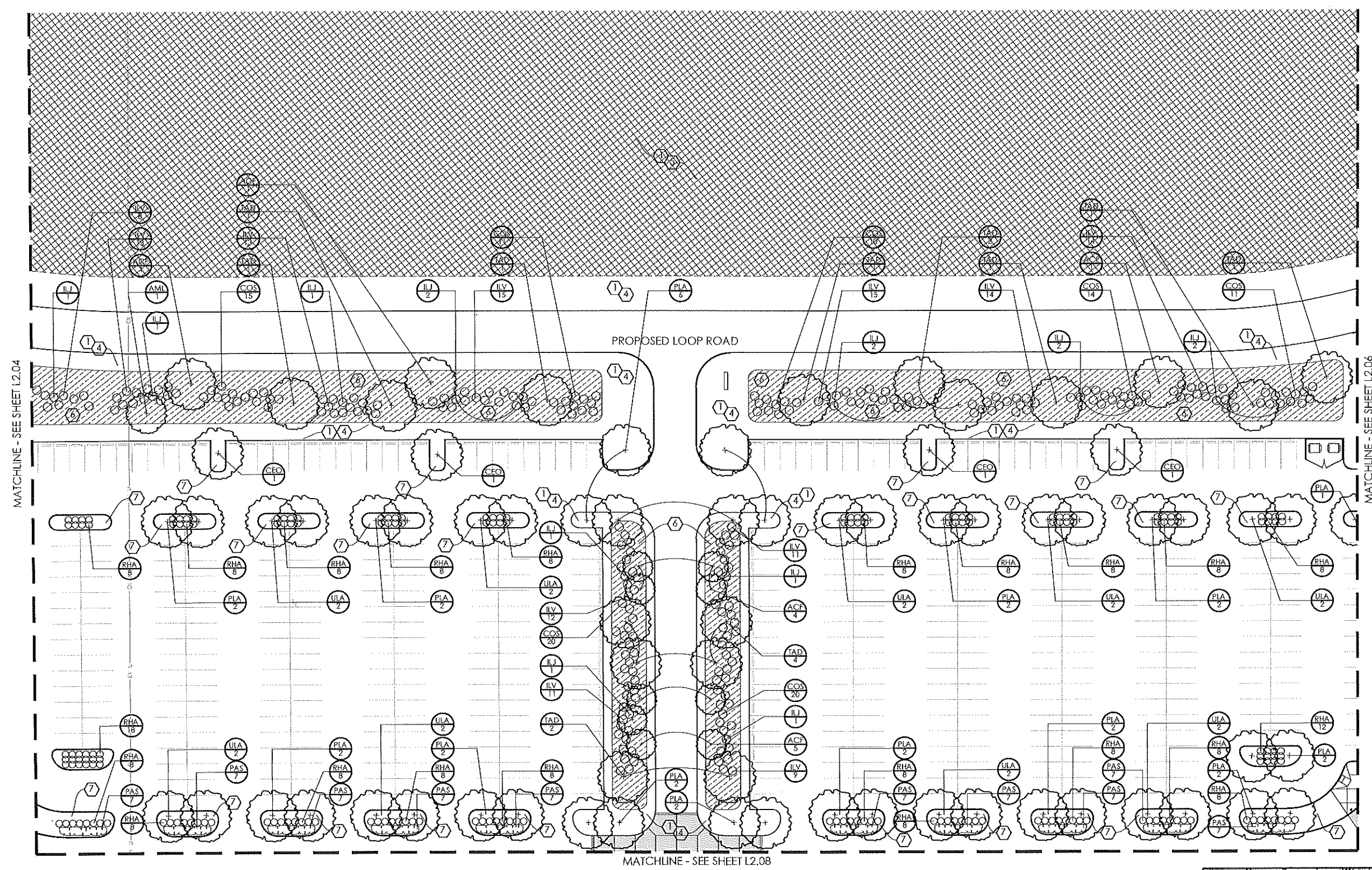
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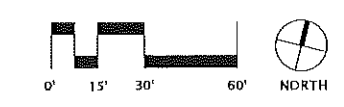
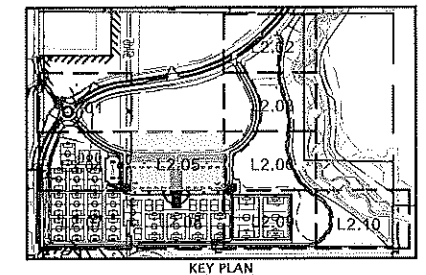
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Sheet Number
50271



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- LEGEND**
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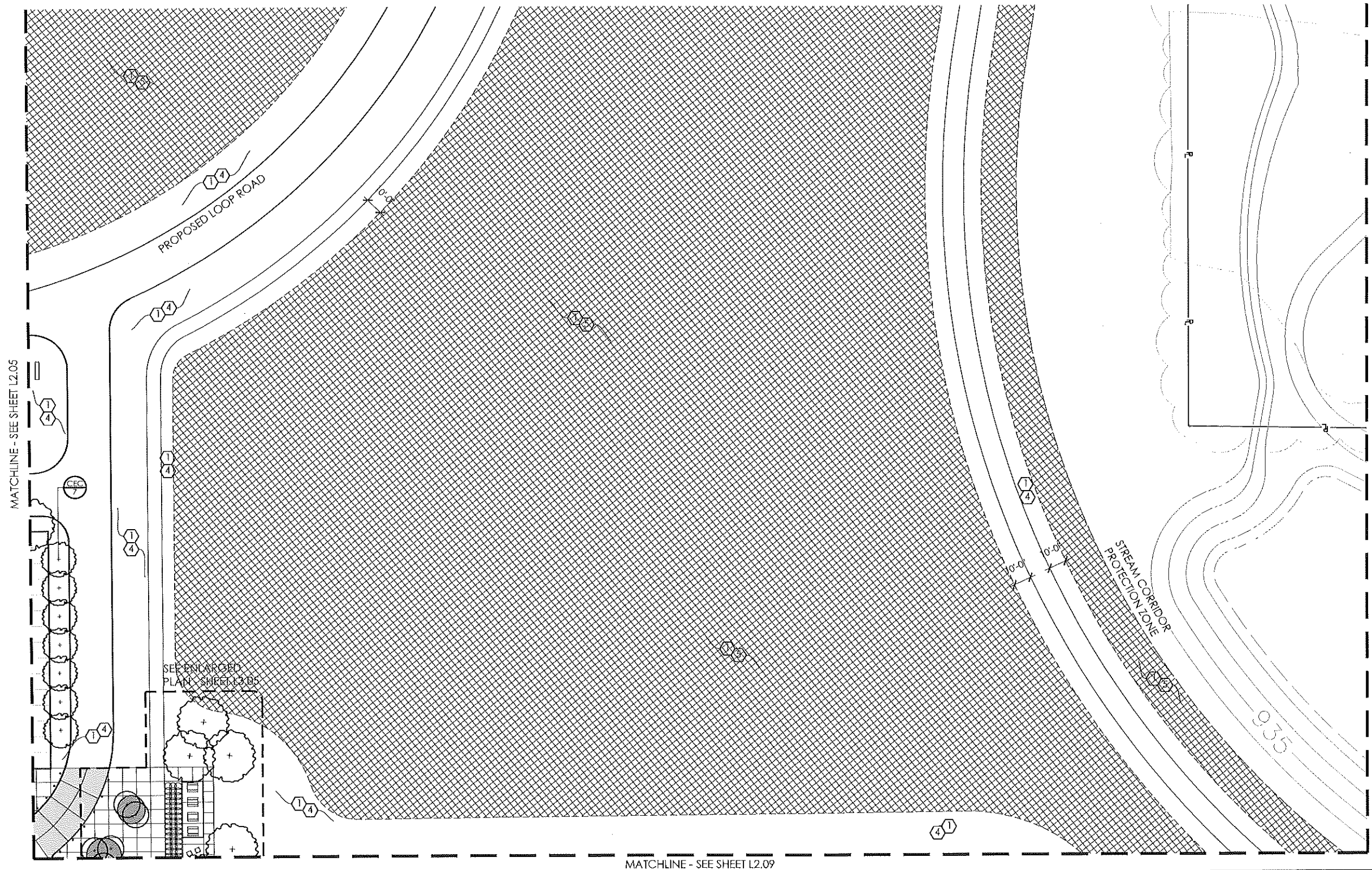
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ENLARGED PLANTING PLAN

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90.21
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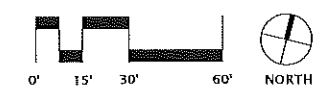
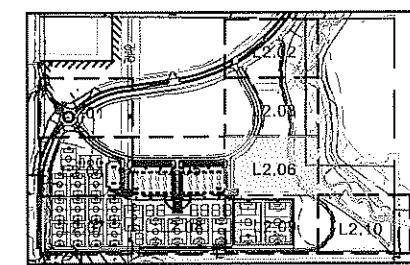
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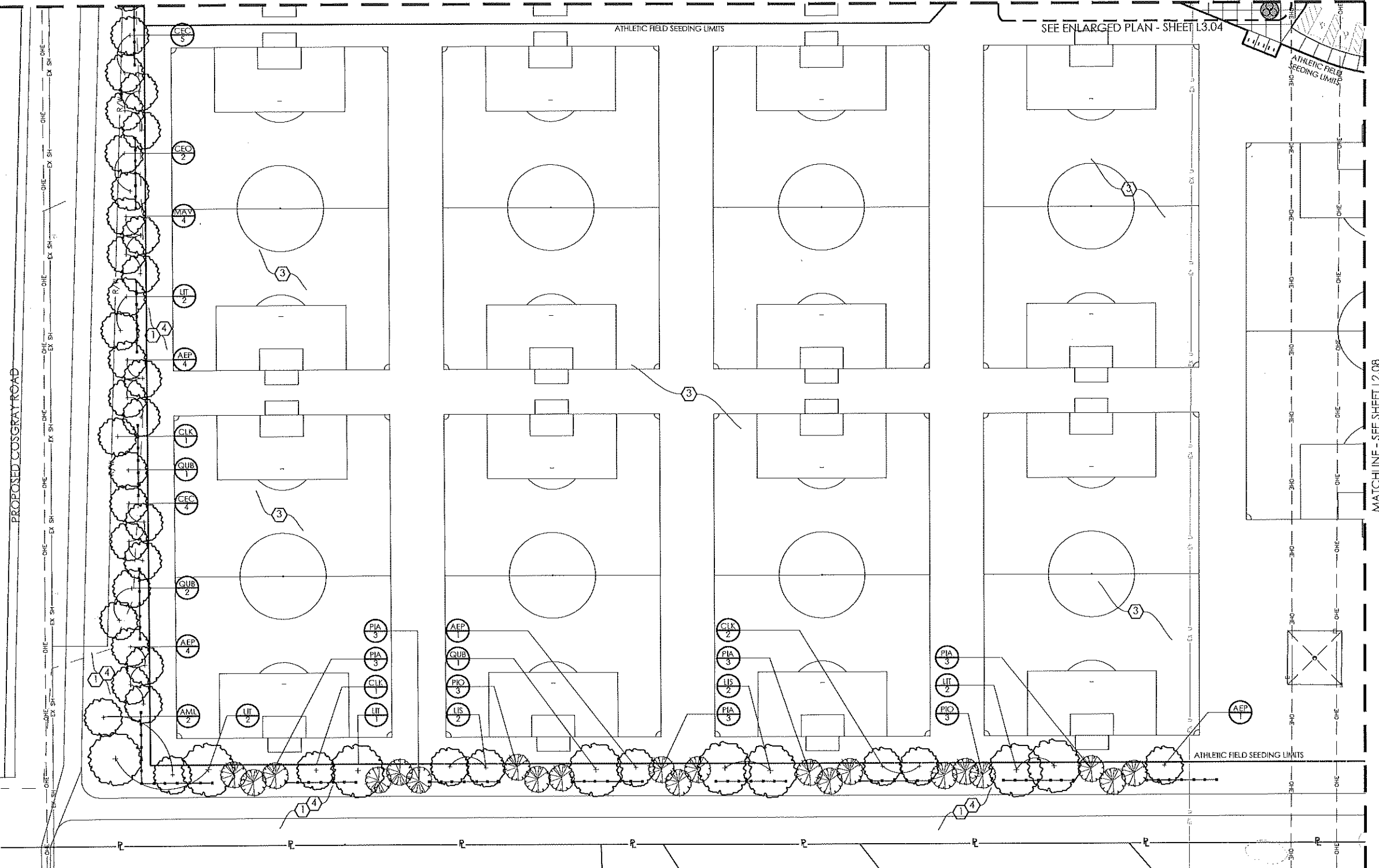
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7021
Sheet Number

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SEE ENLARGED PLAN - SHEET L3.04

MATCHLINE - SEE SHEET L2.08



GENERAL NOTES:

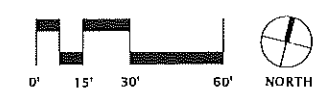
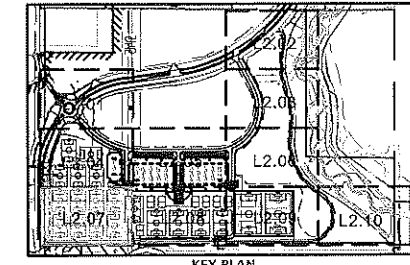
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8. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
9. SEE SHEET L2.12 FOR PLANT MATERIALS SCHEDULE AND PLANTING DETAILS.

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4. GRASS SEED A, SEE SPECIFICATIONS.
5. GRASS SEED B, SEE SPECIFICATIONS.
6. GRASS SEED C, SEE SPECIFICATIONS.
7. FILL WITH SHREDDED HARDWOOD MULCH, 3" DEPTH.
8. GRASS MATRIX, SEE SHEET L2.

LEGEND

- 4 GRASS SEED A: GENERAL TURF AREA SEED MIX
- 5 GRASS SEED B: NO-MOW SEED MIX
- 6 GRASS SEED C: BIO RETENTION SEED MIX
- 8 GRASS MATRIX



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ATHLETIC COMPLEX

6371 SCIOTO DARBY ROAD
HILLIARD, OH 43026



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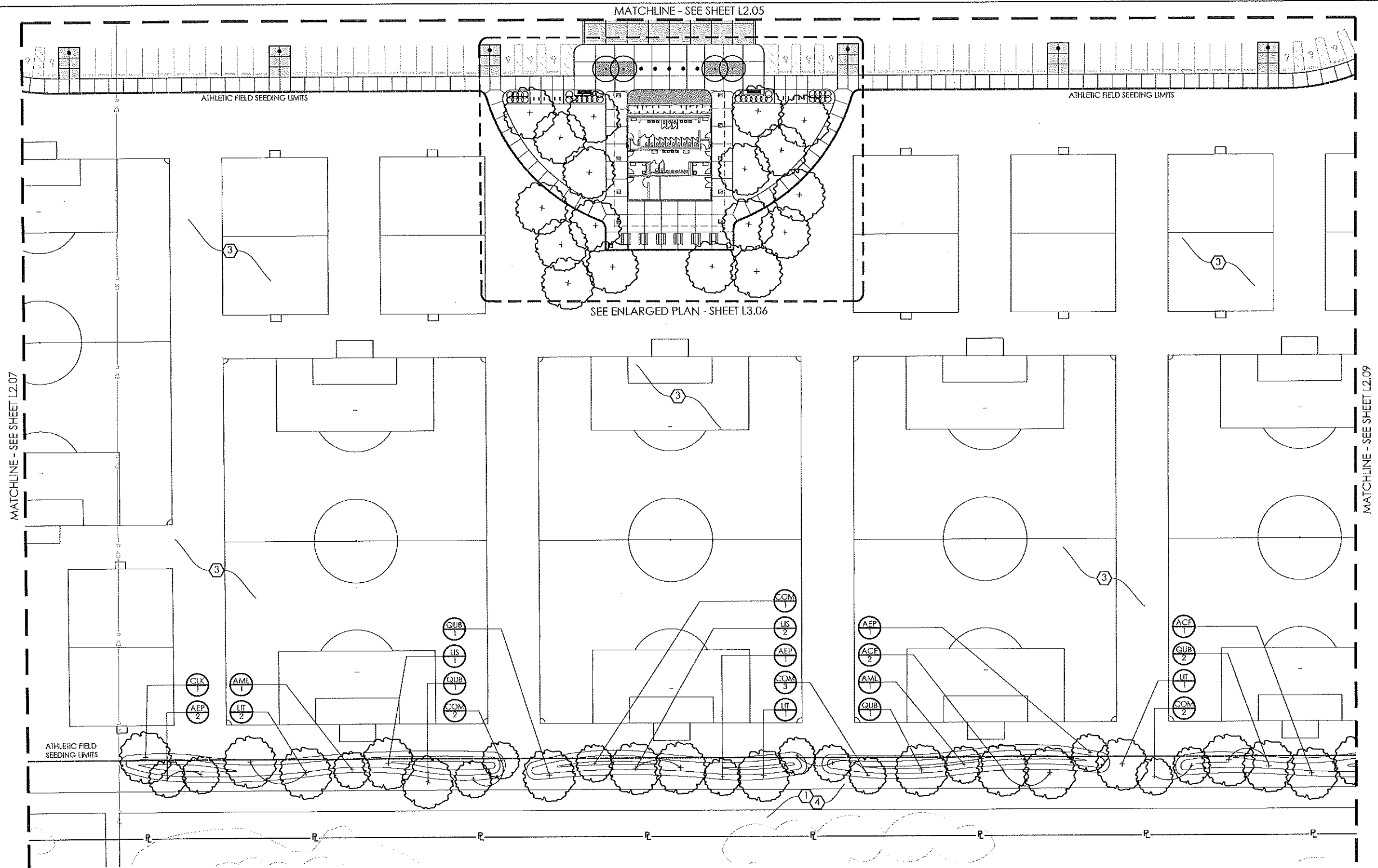
PROJECT NO. 21176.0
Date: 01/31/2023
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ENLARGED PLANTING PLAN

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Agenda Item B.3
80.27
Sheet Number

SEAL



GENERAL NOTES:

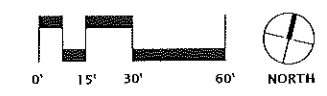
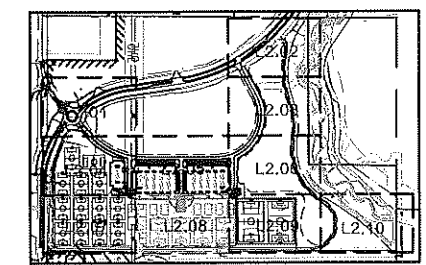
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LEGEND

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- GRASS SEED B: NO-MOW SEED MIX
- GRASS SEED C: BIO RETENTION SEED MIX
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ENLARGED
PLANTING PLAN

PRELIMINARY
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Agenda Item B.3.
60.27
Sheet Number

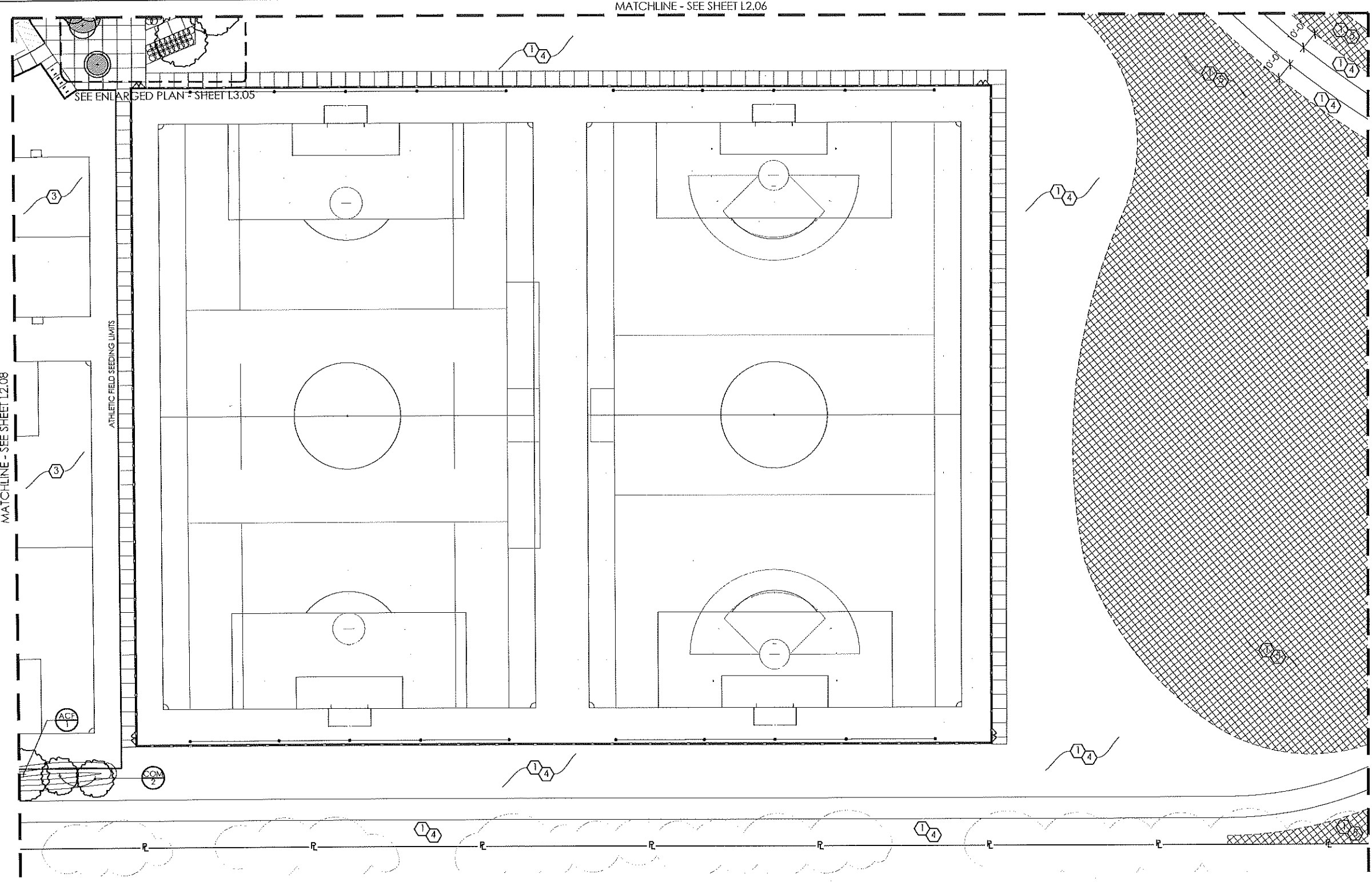
MATCHLINE - SEE SHEET L2.06

SEE ENLARGED PLAN - SHEET L3.05

MATCHLINE - SEE SHEET L2.08

ATHLETIC FIELD SEEDING LIMITS

MATCHLINE - SEE SHEET L2.10



GENERAL NOTES:

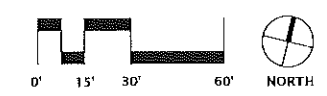
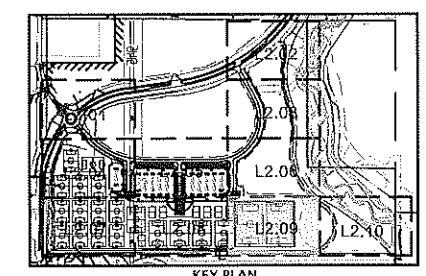
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- GRASS MATRIX, SEE SHEET L2.

LEGEND

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CENTURY EQUIPMENT
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HILLIARD, OH 43026
PHONE: 614.771.9995

ATHLETIC COMPLEX

PROJECT NAME
6371 SCIOTO DARBY ROAD
HILLIARD, OH 43026



CLIENT
3800 VETERANS MEMORIAL DRIVE
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PROJECT NO. 21176.0
Date: 01/31/2023

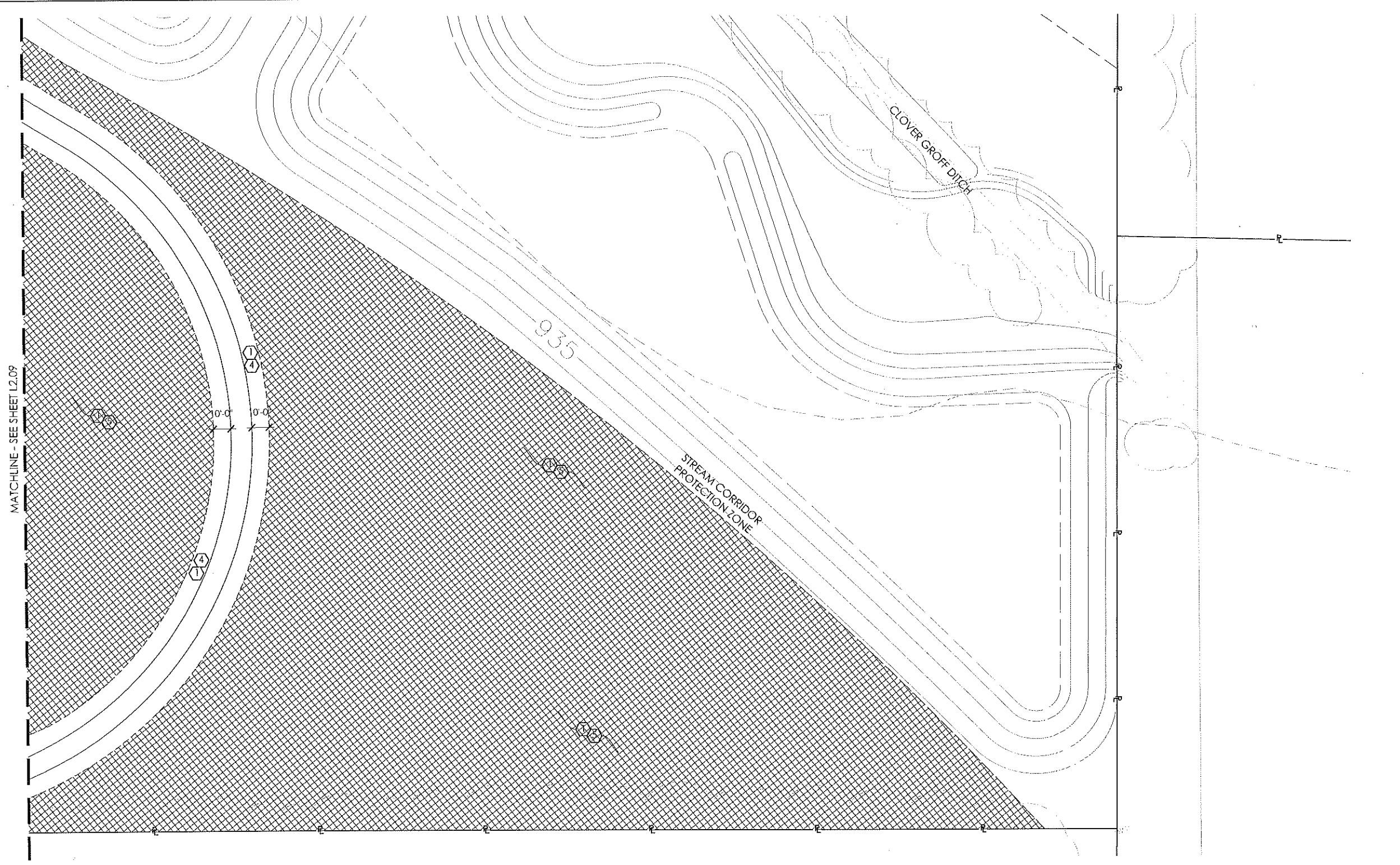
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ENLARGED PLANTING PLAN

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01.210
Sheet Number



GENERAL NOTES:

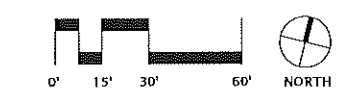
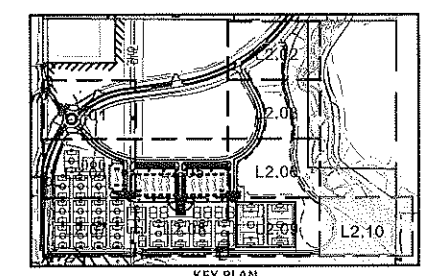
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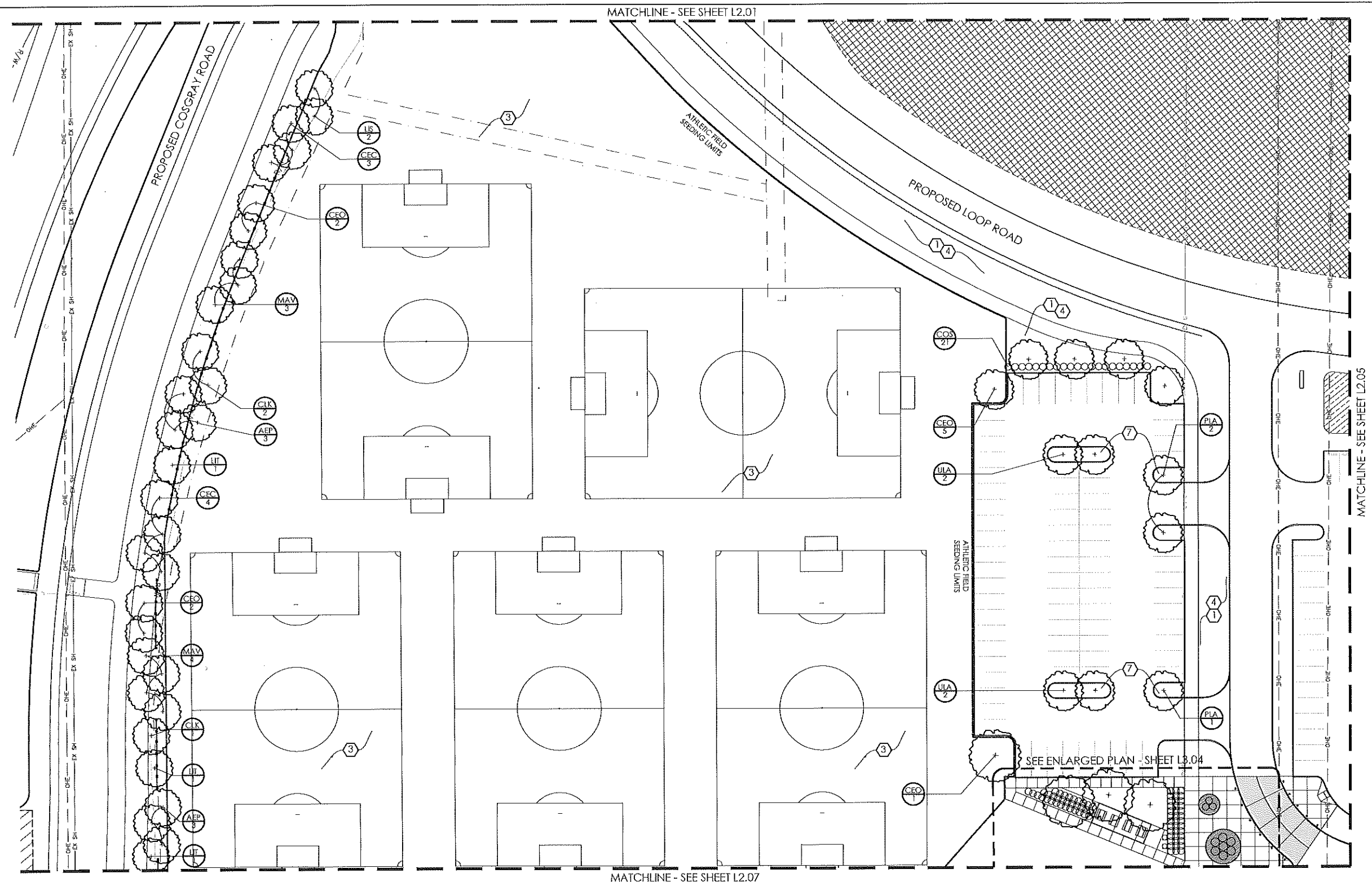
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Sheet Title
ALTERNATE PLANTING PLAN

PRELIMINARY
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Agenda Item B.3.
11-A-7
Sheet Number



GENERAL NOTES:

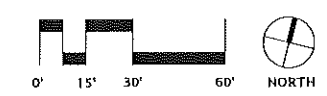
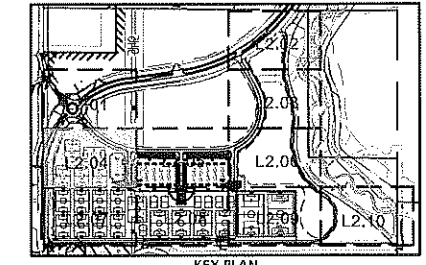
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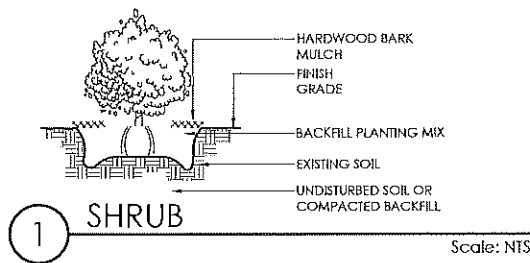
PLANT MATERIALS LIST NOTE: CONTRACTOR RESPONSIBLE FOR ALL PLANT QUANTITIES SHOWN ON PLAN.

QTY.	ABV.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
SHADE TREES						
14	AEP	RED BUCKEYE	Aesculus pavia	3" Cal.	B&B	
8	AML	ALLEGHENY SERVICEBERRY	Amelanchier laevis	7 - 8' Hgt.	B&B	Multi Stem
22	ACF	FREEMAN MAPLE	Acer x. freeman	3" Cal.	B&B	
19	CEC	EASTERN REDBUD	Cercis canadensis	7 - 8' Hgt.	B&B	Multi Stem
6	CEO	PRARIE PRIDE HACKBERRY	Celtis occidentalis 'Prairie Pride'	3" Cal.	B&B	
5	CLK	AMERICAN YELLOWWOOD	Cladostis kentukea (Julea)	3" Cal.	B&B	
10	COM	CORNELIANCHERRY DOGWOOD	Cornus mas	7 - 8' Hgt.	B&B	Multi Stem
7	LIS	SWEETGUM	Liquidambar styraciflua	3" Cal.	B&B	
23	LIT	TULIPTREE	Liriodendron tulipifera	3" Cal.	B&B	
8	MAV	SWEETBAY MAGNOLIA	Magnolia virginiana	7 - 8' Hgt.	B&B	Multi Stem
31	PLA	LONDON PLANE TREE	Platanus x acerifolia 'Exclamation'	3" Cal.	B&B	
13	QUB	SWAMP WHITE OAK	Quercus bicolor	3" Cal.	B&B	
15	TAD	BALD CYPRESS	Taxodium distichum 'Distichum'	3" Cal.	B&B	
18	ULA	PRINCETON ELM	Ulmus americana 'Princeton'	3" Cal.	B&B	
EVERGREEN TREES						
15	PIA	NORWAY SPRUCE	Picea abies	10' - 12' Hgt.	B&B	
6	PIO	SERBIAN SPRUCE	Picea omorika	10' - 12' Hgt.	B&B	
SHRUBS						
16	ILJ	RED SPRITE WINTERBERRY HOLLY	Ilex verticillata 'Red Sprite'	5 Gal., 24" Hgt.	Cont.	
140	ILV	WINTER RED HOLLY	Ilex verticillata	5 Gal., 24" Hgt.	Cont.	
169	COS	REDOBIE DOGWOOD	Cornus sericea	5 Gal., 24" Hgt.	Cont.	
13	HQP	PEEWEE OAKLEAF HYDRANGEA	Hydrangea quercifolia 'Pee Wee'	5 Gal., 24" Hgt.	Cont.	
302	RHA	GRO-LOW SUMAC	Rhus aromatica 'Gro-Low'	5 Gal., 18" Sprd.	Cont.	
PERENNIALS / GROUNDCOVER/ VINES						
70	PAS	SHENANDOAH SWEGHGRASS	Panicum 'Shenandoah'	1 Gal.	Cont.	
GRASS MATRIX (GM) - EVENLY DISTRIBUTE						
773	GM	BLUE GRAMA	Bouteloua gracilis	1 Gal.	Cont.	12" O.C.
773	GM	CHAMELEON LITTLE BLUESTEM	Schizachyrium scoparium 'Chameleon'	1 Gal.	Cont.	12" O.C.

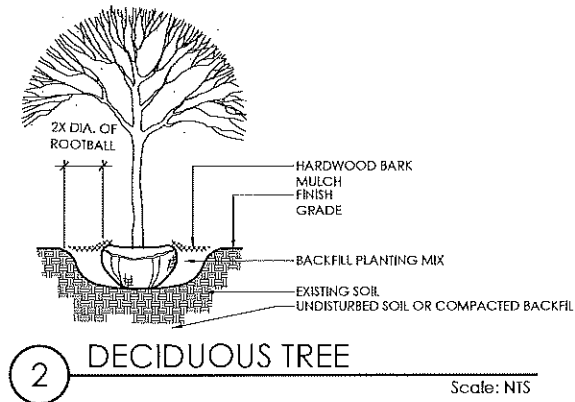
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SHADE TREES						
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7	CEC	EASTERN REDBUD	Cercis canadensis	7 - 8' Hgt.	B&B	Multi Stem
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3	CLK	AMERICAN YELLOWWOOD	Cladostis kentukea (Julea)	3" Cal.	B&B	
4	LIS	SWEETGUM	Liquidambar styraciflua	3" Cal.	B&B	
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4	ULA	PRINCETON ELM	Ulmus americana 'Princeton'	3" Cal.	B&B	
SHRUBS						
21	COS	REDOBIE DOGWOOD	Cornus sericea	5 Gal., 24" Hgt.	Cont.	

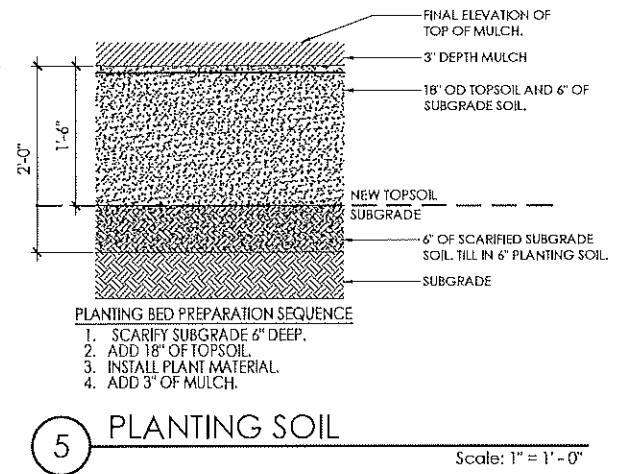
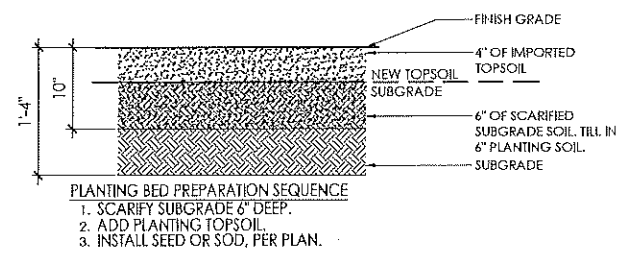
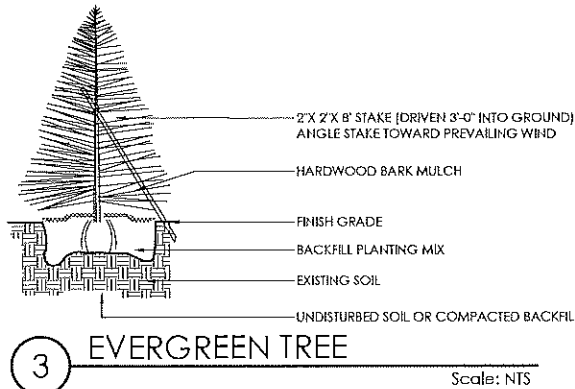
NOTES:
1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE.
2. REMOVE ROPE AND BURLAP FROM TOP 1/3 OF ROOT BALL.
REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.



NOTES:
1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE.
2. REMOVE ROPE AND BURLAP FROM TOP 1/3 OF ROOT BALL CUT TOP 1/3 OF WIRE BASKET FROM ROOT BALL. REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.



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ATHLETIC COMPLEX
6371 SCIOTO DARBY ROAD HILLIARD, OH 43026

HILLIARD
3800 VETERANS MEMORIAL DRIVE HILLIARD, OHIO 43026

PROJECT NO. 21176.0
Date: 01/31/2023
Issued for: GMP 3

REVISIONS

PLANT SCHEDULE & PLANTING DETAILS

PRELIMINARY NOT FOR CONSTRUCTION

21.27

Agenda Item B.3.

EDGE ENGINEERING ARCHITECTURE
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TAG	ISSUED	DATE

ELECTRICAL SYMBOL LEGEND AND NOTES

PRELIMINARY NOT FOR CONSTRUCTION

E002

Agenda Item B.3.

ABBREVIATIONS

GENERAL	RACEWAY TYPES
AC ABOVE COUNTER	AC ARMORED CABLE
AFF ABOVE FINISHED FLOOR	C CONDUIT
AFG ABOVE FINISHED GRADE	EMT ELECTRIC METALIC TUBING
AL ALUMINUM	MC METAL CLAD
ATS AUTOMATIC TRANSFER SWITCH	PVC POLYVINYL CHLORIDE
CB CIRCUIT BREAKER	RGS RIGID GALVANIZED STEEL
CKT CIRCUIT	
CP CONTROL PANEL	
CR CRITICAL BRANCH	MECHANICAL EQUIPMENT
CT CURRENT TRANSFORMER	AC AIR CONDITIONING UNIT
CU COPPER	ACC AIR COOLED CHILLER
EG EQUIPMENT GROUND	AHU AIR HANDLING UNIT
ELEV ELEVATOR	B BOILER
EM EMERGENCY	BAS BUILDING AUTOMATION SYSTEM
GAP GENERATOR ANNUNCIATOR PANEL	CH CHILLER
GEC GROUNDING ELECTRODE CONDUCTOR	CU CONDENSING UNIT
GEN GENERATOR	CUH CABINET UNIT HEATER
GFCI GROUND FAULT CIRCUIT INTERRUPTER	DDC DIGITAL DIRECT CONTROL
GFP GROUND FAULT PROTECTION	EF EXHAUST FAN
GND GROUND	EUH ELECTRIC UNIT HEATER
IG ISOLATED GROUND	EWG ELECTRIC WATER COOLER
IPP ISOLATED PPOWER PANEL	EWH ELECTRIC WATER HEATER
LCP LIGHTING CONTROL PANEL	F FURNACE
LS LIFE SAFETY	FCU FAN COIL UNIT
LIG LIGHTING	FPVAV FAN-POWERED VARIABLE AIR VOLUME
MCB MAIN CIRCUIT BREAKER	HP HEAT PUMP
MCC MOTOR CONTROL CENTER	MAU MAKE-UP AIR UNIT
MDP MAIN DISTRIBUTION PANEL	P PUMP
MEGB MAIN ELECTRIC GROUND BUS	RTU ROOFTOP UNIT
MLO MAIN LUG ONLY	SAHU SPLIT SYSTEM AIR HANDLING UNIT
MTGB MAIN TECHNOLOGY GROUND BUS	UH UNIT HEATER
MTS MANUAL TRANSFER SWITCH (N.I.C.) NOT IN CONTRACT	UST UNDERGROUND STORAGE TANK
NL NIGHT LIGHT	VAV VARIABLE AIR VOLUME
OS OCCUPANCY SENSOR	
PNL PANEL	SCOPE OF WORK
REC RECEPTACLE	(D&R) DISCONNECT AND REMOVE
SB OPTIONAL STAND-BY	(E) EXISTING (TO REMAIN)
SE SERVICE ENTRANCE SWITCH	(NIC) NOT IN CONTRACT
SWBD SWITCHBOARD	(R) RELOCATED
UC UNDER COUNTER	(R&R) REMOVE AND RELOCATE
UG UNDERGROUND	(REP) REPLACE
UPS UNINTERRUPTIBLE POWER SUPPLY	EC ELECTRICAL CONTRACTOR
VFD VARIABLE FREQUENCY DRIVE	GC GENERAL CONTRACTOR
VP VANDAL PROOF	MC MECHANICAL CONTRACTOR
VT VOLTAGE TRANSFORMER	TC TECHNOLOGY CONTRACTOR
WJU WHILE IN USE	
WP WEATHERPROOF	

GENERAL GROUNDING NOTES:

- GROUNDING INSTALLATION SHALL COMPLY WITH OSHA AND THE NATIONAL ELECTRICAL CODE, EXCEPT WHERE LOCAL CODE PREVAILS.
- GROUNDING TO BE SUFFICIENT TO PROVIDE AN EFFECTIVE GROUND PATH BETWEEN THE EQUIPMENT AND THE GROUND, OF NOT MORE THAN 5 OHMS FOR THE FOLLOWING:
 - NEUTRAL OF 120/208V AND 277/480V LIGHTING SYSTEMS
 - DATA/TELEPHONE SYSTEMS.
 - SMALL TRANSFORMER HOUSINGS (LOW VOLTAGE).
 - MOTOR FRAMES.
 - STEEL FABRICATED ELECTRICAL EQUIPMENT RACK ASSEMBLIES.
 - AT TWO POINTS FOR THE FOLLOWING EQUIPMENT:
 - ALL TRANSFORMERS
 - MAIN SWITCH GEAR
 - STRUCTURAL STEEL COLUMN OF BUILDING.
 - FUEL DISPENSING EQUIPMENT AND TANKS.
- COMPONENTS WHICH ARE INTRINSIC TO THE ELECTRICAL CONTROL AND/OR EQUIPMENT PANEL SHALL BE CONSIDERED GROUNDED WHEN THE ENCLOSURE IS GROUNDED.
- MINIMUM OF #12 COPPER GROUND WIRE TO BE RUN THROUGH ALL LIGHTING/POWER AND SYSTEM DISTRIBUTION CONDUITS.
- ALL SURFACES TO BE GROUNDED SHALL BE THOROUGHLY CLEANED TO BARE METAL BEFORE ATTACHING GROUND CONNECTIONS.
- WHEN STUBBING-UP GROUND WIRES AT BUILDING COLUMNS, MOTOR, FRAMES, ETC. STUB-UP 3'-0" PIGTAIL MINIMUM ABOVE FINISHED GRADE UNLESS OTHERWISE NOTED. PROVIDE MINIMUM OF 15'-0" PIGTAILS TO MISCELLANEOUS EQUIPMENT FROM BUILDING COLUMNS.
- ALL GROUND CONNECTIONS SHALL BE EXOTHERMIC-WELD UNLESS OTHERWISE NOTED.
- SEE DWG. E-521 FOR GROUNDING RISER, DETAILS, AND ADDITIONAL NOTES.
- ALL EQUIPMENT GROUNDS SHALL BE TERMINATED WITH COMPRESSION FITTINGS AND STAINLESS STEEL BOLTS OR IN PANEL GROUND BAR.

GENERAL ELECTRICAL NOTES:

- ANY AND ALL "BUILDING STANDARDS" AND/OR "BUILDING" SPECIFICATIONS SHALL BE CONSIDERED AN INTEGRAL PART OF THESE DOCUMENTS AND THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A COPY OF THESE DOCUMENTS AND COMPLY WITH ALL REQUIREMENTS AND STANDARDS CONTAINED WITHIN.
- REFER TO THE FOLLOWING: SYMBOL LEGEND(S) AND NOTES: DWG. E-001; ELECTRICAL SPECIFICATIONS: DWG'S E-002 THRU E-00X; ELECTRICAL DETAILS: DWG. SERIES E-500'S; ELECTRICAL ONE LINE DIAGRAM(S): DWG. SERIES E-600'S; AND ELECTRICAL SCHEDULES: DWG. SERIES E-700'S FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ELECTRICAL DRAWINGS ARE GENERALLY DIAGRAMMATIC. ARE INTENDED TO CONVEY THE SCOPE OF WORK, AND INDICATE GENERAL ARRANGEMENT OF LIGHTING FIXTURES, DEVICES, CONTROLS, ELECTRICAL FIXTURES, MOTORS, PANELBOARDS, EQUIPMENT, ETC. THE LOCATIONS OF ALL ITEMS SHOWN ON ELECTRICAL DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS THAT ARE NOT EXPLICITLY FIXED BY DIMENSIONS ARE APPROXIMATE. THE EXACT LOCATIONS NECESSARY TO SECURE THE BEST CONDITIONS AND RESULTS MUST BE DETERMINED AT THE PROJECT. ALL LOCATIONS OF WORK EXPOSED TO VIEW ARE SUBJECT TO APPROVAL OF THE ARCHITECT PRIOR TO ROUGH-INS.
- THE ELECTRICAL CONTRACTOR SHALL LAYOUT ALL EQUIPMENT ROOMS TO MAKE SURE THE EQUIPMENT, AS PURCHASED, FITS IN THE ROOM OR SPACE SHOWN. EXACT LOCATION OF ALL EQUIPMENT SHALL BE VERIFIED IN THE FIELD AND ROUTING OF CONDUITS SHALL SUITE FIELD CONDITIONS.
- THE CONTRACTOR SHALL VISIT THE SITE OF THE WORK TO FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND HIS PROPOSAL SHALL INCLUDE ALL CONTINGENCIES NECESSARY FOR THE COMPLETION OF HIS WORK REGARDING SUCH EXISTING CONDITIONS. THE ELECTRICAL CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT ALL NEW WORK WILL FIT INTO THE EXISTING STRUCTURE AND CONDITIONS IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/OWNERS REPRESENTATIVE PRIOR TO ANY ROUGH-INS, FABRICATIONS, OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.
- ANY DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS SHALL BE PROMPTLY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION DURING THE BIDDING PERIOD. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE TO THE CONTRACTOR BY REASON OF HIS FAILURE TO HAVE BROUGHT SAID DISCREPANCIES TO THE ATTENTION OF THE ENGINEER DURING THE BIDDING PERIOD OR OF ANY ERROR ON THE CONTRACTOR'S PART.
- THERE SHALL BE NO SUBSTITUTIONS UNLESS THE CONTRACTOR HAS OBTAINED WRITTEN APPROVAL FROM THE OWNER AFTER HAVING SUBMITTED AN ALTERNATIVE PROPOSAL COMPLETE WITH A DESCRIPTION OF DEVIATION FROM THE SPECIFICATIONS AND A STATEMENT OF BENEFITS TO BE DERIVED SHOULD SUCH A PROPOSED SUBSTITUTE BE ACCEPTED.
- ALL EQUIPMENT SHALL BE INSTALLED IN A NEAT, PROFESSIONAL AND WORKMANLIKE MANNER, RECTILINEAR TO FINISHES AND BUILDING STRUCTURE.
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE, OSHA REQUIREMENTS, AND LOCAL REQUIREMENTS, ALL AS INTERPRETED BY THOSE HAVING JURISDICTION.
- REFER TO ARCHITECTURAL ELEVATIONS TO DERIVE EXACT LOCATIONS OF ALL RECEPTABLES, OUTLETS/JACKS, SWITCHES, WALL AND PENDANT/CABLE MOUNTED LUMINAIRES, ETC. LUMINAIRES AND CEILING MOUNTED EQUIPMENT SHALL BE COORDINATED WITH THE ARCHITECTURAL REFLECTED CEILING PLANS.
- BEFORE DOING ANY WORK WHICH MIGHT ENTAIL A FULL OR PARTIAL SHUTDOWN, THE ELECTRICAL CONTRACTOR SHALL INFORM THE OWNER SO THAT A SCHEDULED SHUTDOWN ARRANGEMENT CAN BE MADE, TAKING EVERY PRECAUTION THAT THE ELECTRICAL SYSTEM IS OPERATING SATISFACTORILY.
- THE ELECTRICAL CONTRACTOR SHALL SECURE ALL PERMITS AND PAY ALL FEES THAT ARE REQUIRED BY THE APPLICABLE LOCAL AND STATE LAWS.
- CONDUIT HOME RUNS SHOWN ON THE DRAWING WITH MORE THAN THREE (3) CURRENT CARRYING CONDUCTORS ARE SHOWN DIAGRAMMATICALLY. THIS CONTRACTOR SHALL NOT INSTALL MORE THAN THREE (3) CURRENT CARRYING CONDUCTORS IN A RACEWAY UNLESS NATIONAL ELECTRIC CODE (N.E.C.), ARTICLE 310.15 DERATING FACTORS ARE APPLIED.
- THE ELECTRICAL CONTRACTOR SHALL REFER TO THE ELECTRICAL SPECIFICATIONS FOR ACCEPTABLE CONDUIT TYPES/LOCATIONS. ALL CONDUIT SIZES ON THE DRAWINGS ARE BASED ON THE LATEST EDITION OF THE N.E.C. CONDUIT FULL TABLES FOR ELECTRICAL METALLIC TUBING (E.M.T.). CONDUIT SIZES SHALL BE REVERSED TO THE SIZE REQUIRED, RELATIVE TO THE ACTUAL CONDUIT TYPE TO BE INSTALLED.
- ALL COMPONENTS SHOWN ON THE RISER/ONE-LINE DIAGRAMS, BUT NOT ON THE PLAN OR VICE VERSA, SHALL BE INCLUDED AS IF SHOWN ON BOTH.
- IT IS NOT INTENDED THAT THE PLANS INDICATE ALL OBSTRUCTIONS, NECESSARY BENDS, OFFSETS, AND PULL BOXES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL HIS WORK TO CONFORM TO N.E.C. REQUIREMENTS, THE STRUCTURE, MAINTAIN HEADROOM AND KEEP OPENINGS AND PASSAGEWAYS CLEAR. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS AS REQUIRED.
- IT IS NOT INTENDED THAT THE PLANS INDICATE ALL CONDUIT ROUTES, PULL BOXES, JUNCTION BOXES, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL CONDUIT ROUTING, QUANTITY AND LOCATION OF PULL BOXES WITHIN ACCESSIBLE LOCATIONS.
- PROVIDE SCREW COVER PULL BOXES IN CONDUIT RUNS AS REQUIRED TO LIMIT THE NUMBER OF BENDS TO NO MORE THAN FOUR (4) 90° OR 360° TOTAL. SIZE PULL BOXES IN ACCORDANCE WITH NEC, ARTICLE 314.28. DOCUMENT ON RECORD DRAWINGS, SIZE AND LOCATION OF PULL BOXES USED IN FEEDER CONDUIT RUNS.
- WHERE MULTIPLE DEVICES OF THE SAME TYPE/STYLE ARE SHOWN NEXT TO EACH OTHER, GANG INTO A SINGLE COVER PLATE.
- ALL RACEWAYS RUNNING THROUGH BUILDING EXPANSION JOINTS SHALL BE EQUIPPED WITH APPROPRIATE EXPANSION FITTINGS.
- IDENTIFY WITH LEGIBLE AND DURABLE MARKING, EACH DISCONNECTING MEANS INDICATING ITS PURPOSE.
- ALL RECEPTABLES, SWITCHES AND DEVICES SHALL HAVE PANEL AND CIRCUIT NUMBER IDENTIFY WITH LEGIBLE AND DURABLE MARKING ON COVER PLATE. OWNER WILL INDICATE IF MARKINGS ARE ON THE FRONT OR BACK OF COVER.
- ALL LABOR AND MATERIAL FURNISHED BY THE CONTRACTOR AS PART OF THIS CONTRACT SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. ANY DEFECTS WHICH APPEAR WITHIN THE GUARANTEE PERIOD SHALL BE PROMPTLY REPAIRED OR REPLACED AT THE OWNER'S DISCRETION, WITHOUT ADDITIONAL COST TO THE OWNER.
- ALL EQUIPMENT GROUNDS SHALL BE TERMINATED WITH COMPRESSION FITTINGS AND STAINLESS STEEL BOLTS OR IN PANEL GROUND BAR.
- BEFORE DRILLING ANY HOLES IN WALLS OR FLOORS THE AREA MUST BE CHECKED FOR EXISTING EMBEDDED CONDUITS AND WIRE. IF ANY EXISTING CONDUITS OR WIRING ARE DAMAGED BY THIS CONTRACTOR IT IS THIS CONTRACTORS RESPONSIBILITY TO MAKE ALL REPAIRS TO CONDUITS, WIRE, FLOORS AND BUILDING FINISHES IN KIND AT NO COST TO OWNER.
- PROVIDE UL LISTED FIRE STOP ASSEMBLY AT ALL NEW AND EXISTING PENETRATIONS IN FIRE RATED STRUCTURES.
- ALL 120 VOLT, SINGLE PHASE 15 AND 20 AMPERE RECEPTACLE OUTLETS USED BY THE WORKMEN SHALL BE PROTECTED BY A "GROUND FAULT INTERRUPTER".

ELECTRICAL DEFINITIONS:

WHERE THE FOLLOWING WORDS / PHRASES ARE INDICATED ON THE ELECTRICAL DOCUMENTS, THEY SHALL HAVE THE FOLLOWING MEANING:

- FURNISH** - TO PURCHASE AND DELIVER TO THE PROJECT SITE COMPLETE WITH EVERY NECESSARY APPURTENANCE AND SUPPORT.
- INSTALL** - TO UNLOAD AT THE DELIVERY POINT AT THE SITE AND PERFORM EVERY OPERATION NECESSARY FOR PROPER INSTALLATION PER CODES AND MANUFACTURERS REQUIREMENTS, TO ESTABLISH SECURE MOUNTING AND CORRECT OPERATION AT THE PROPER LOCATION IN THE PROJECT.
- PROVIDE** - FURNISH AND INSTALL.
- BY OTHERS / BY OTHER DIVISION / BY DIVISION ## CONTRACTOR** - EQUIPMENT, DEVICE, ETC. PROVIDED UNDER THE SCOPE OF THIS CONTRACT AND IS SHOWN ON DRAWINGS OTHER THAN ELECTRICAL.
- NOT IN CONTRACT / N.I.C.** - EQUIPMENT, DEVICE, ETC. NOT PROVIDED UNDER THE SCOPE OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO A PREVIOUS OR CONCURRENT PHASE OF WORK.

DEMOLITION / NEW WORK ANNOTATION LEGEND:

- (E)** DENOTES EXISTING DEVICE/EQUIPMENT TO BE MAINTAINED.
- (O&R)** DENOTES EXISTING DEVICE/EQUIPMENT TO BE REMOVED IN ITS ENTIRETY INCLUDING JUNCTION BOXES, CONDUITS AND CIRCUITRY, ETC. COMPLETE BACK TO SOURCE OR NEXT ACTIVE DEVICE BEING MAINTAINED ON CIRCUIT.
- (R&R)** DENOTES EXISTING DEVICE/EQUIPMENT TO BE REMOVED AND RELOCATED IN ITS ENTIRETY. MAINTAIN ALL BRANCH CIRCUIT WIRING, CONDUIT, ETC. AS REQUIRED FOR RELOCATION TO NEW LOCATION (R) INDICATED ON "NEW WORK" DRAWINGS.
- (R)** DENOTES NEW LOCATION OF REMOVED AND RELOCATED (R&R) DEVICE/EQUIPMENT. DEVICE SHALL BE CLEANED PRIOR TO REINSTALLATION. EXTENDWORK ALL BRANCH CIRCUITING TO NEW LOCATION AS REQUIRED FOR PROPER OPERATION. NEW BRANCH CIRCUITING SHALL MATCH EXISTING IN SIZE, TYPE, AND/OR MATERIAL.
- (N)** DENOTES NEW DEVICE/EQUIPMENT TO BE PROVIDED IN ITS ENTIRETY, INCLUDING ALL FEEDER/BRANCH CIRCUIT WIRING, CONDUIT, ETC. AS REQUIRED FOR COMPLETE AND OPERATIONAL INSTALLATION.

SITE ELECTRICAL SHEET GENERAL NOTES:

1. ROCK AND/OR ADVERSE SOIL CONDITIONS MAY BE PRESENT ON SITE. THE ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION REQUIREMENTS FOR ALL BELOW GRADE WORK WITH GEOTECHNICAL REPORT, AND SHALL INCLUDE IN HIS BID ANY WORK RELATED TO GEOTECHNICAL CONSIDERATIONS AS IT MAY PERTAIN TO THE INSTALLATION OF ALL SITE ELECTRICAL WORK INCLUDING, BUT NOT LIMITED TO, DUCTBANKS, FOUNDATIONS, FOOTERS, CONCRETE SLABS AND PADS, VAULTS, DIRECT BURIED CABLES OR CONDUITS, SITE LIGHTING POLE BASES, ETC.
 2. COORDINATE EXACT LOCATION OF ALL UNDERGROUND ELECTRICAL WORK WITH CIVIL ENGINEERING DRAWINGS AND DOCUMENTS, ALL OTHER SITE UTILITIES, AND SITE CONTRACTOR.
 3. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 OR SCHEDULE 80. REFER TO DWG. SERIES E-500'S FOR TYPICAL DIRECT BURIED CONDUIT SECTION.
 4. GROUND RODS SHALL BE DRIVEN VERTICALLY. IF ROCK IS ENCOUNTERED, THEN GROUND RODS MAY BE DRIVEN AT A DIAGONAL BUT IN NO CASE SHALL GROUND RODS BE LESS THAN 10'-0" LONG.
 5. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID, ALL ELECTRIC UTILITY COMPANY CHARGES FOR PROVIDING SERVICE TO THE BUILDING; INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: TRANSFORMERS, CONCRETE PADS/VAULTS, CABLES, DUCTS, TRENCHING, BACKFILL, CONCRETE ENGASEMENT, METERING, GROUNDING, ALL ANCILLARY EQUIPMENT AND DEVICES, ETC., AND ASSOCIATED LABOR FOR A COMPLETE INSTALLATION PER N.E.C. AND ELECTRIC UTILITY COMPANY REQUIREMENTS. ANY LOCAL UTILITY COMPANY CHARGES FOR PROVISION OF ELECTRICAL SERVICE SHALL BE INCLUDED IN THE ELECTRICAL CONTRACTOR'S BASE PRICE. AS A MINIMUM, THE INSTALLATION SHALL MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY.
- A. CONTACT UTILITY COMPANY (AEP) REPRESENTATIVE FOR ALL SERVICE REQUIREMENTS, SPECIFICATIONS, AND EXACT TRANSFORMER AND PAD LOCATION.
- B. ROUTE UNDERGROUND PVC CONDUIT INCLUDING AT LEAST ONE SPARE CONDUIT IN ACCORDANCE WITH LOCAL UTILITY REGULATIONS TO THE LOCAL UTILITY CONNECTION POINT. PROVIDE PRIMARY CONDUCTORS PER THE LOCAL UTILITY UNLESS IT IS REQUIRED THAT CONDUCTORS BE PROVIDED BY THE LOCAL UTILITY. CONDUCTOR SIZE AND TYPE TO BE DETERMINED WITH THE LOCAL UTILITY. REVIEW THE CONNECTION POINT AND ROUTING WITH THE LOCAL UTILITY PRIOR TO START OF WORK. CONFIRM TRENCHING AND BURIAL DETAILS WITH LOCAL UTILITY PRIOR TO START OF WORK.

- C. PROVIDE A TRANSFORMER PAD AND/OR VAULT OF THE PROPER SIZE AND MATERIAL TO MEET TO SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY. COORDINATE THE TRANSFORMER LOCATION WITH THE LOCAL UTILITY PRIOR TO START OF WORK. PROVIDE A GROUND LOOP AND GROUNDING RODS AS REQUIRED TO MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY. ALL GROUNDING CONNECTIONS SHALL BE MADE USING AN EXOTHERMIC WELD PROCESS.
- D. PROVIDE TRENCHING FOR PRIMARY CABLES, BACKFILL, SAND & CONDUITS FROM EXISTING POWER COMPANY PRIMARY POLE TO TRANSFORMER. CONDUITS SHALL BE RUN VERTICAL UP POLE TO A HEIGHT AS DETERMINED BY THE UTILITY COMPANY. ALL PRIMARY CABLE & TERMINATIONS SHALL BE PROVIDED BY THE UTILITY COMPANY. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONCRETE WORK, TRENCHING, BACKFILL, ASPHALT PATCHING AND RESEEDING AS PART OF THIS CONTRACT.
- E. PROVIDE ALL SECONDARY SERVICE ENTRANCE TRENCHING, BACKFILL, CONCRETE DUCT BANK, CABLE AND TERMINATIONS FROM UTILITY TRANSFORMER TO SERVICE ENTRANCE EQUIPMENT.
- F. PROVIDE ALL TRANSFORMER SECONDARY CABLE, CABLE LUGS, CONDUIT & DUCTS/BANK AND MAKE ALL FINAL SECONDARY TERMINATIONS. UTILITY COMPANY SHALL MAKE ALL PRIMARY CONNECTIONS.
- G. THE UTILITY COMPANY GROUNDING SYSTEM SHALL BE TESTED. THE MAXIMUM ALLOWABLE IMPEDANCE SHALL BE 25 OHMS TO GROUND. ADDITIONAL GROUND RODS SHALL BE PROVIDED, IF REQUIRED, TO ACHIEVE THIS LEVEL.

SHEET KEY NOTES:

1. UTILITY PROVIDED PAD MOUNT MV PRIMARY 480V/3PHASE SECONDARY TRANSFORMER FOR LOOP ROAD STREET LIGHTING. ROUTE SECONDARY WIRING THROUGH 480V, 3PH, 100A RATED PAD MOUNTED METER PEDESTAL WITH PADLOCKABLE DISCONNECT. COORDINATE ALL WORK WITH UTILITY AND CITY OF HILLIARD PRIOR TO BEGINNING WORK.
2. PROVIDE (4) #10, #10 EG IN 1-1/4" TO LOOP ROAD POLE LIGHTS. TAP OFF ALTERNATING PHASES TO PROVIDE 277V, SINGLE PHASE CONNECTION TO POLE LIGHTS. COORDINATE REQUIREMENTS WITH CITY OF HILLIARD PRIOR TO BEGINNING WORK.
3. PROVIDE (2) 5" CONDUITS FROM UTILITY POLE TO NEW PAD-MOUNT TRANSFORMER. EXACT LOCATION OF UTILITY POLE TO BE VERIFIED.

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ATHLETIC COMPLEX

PROJECT NAME
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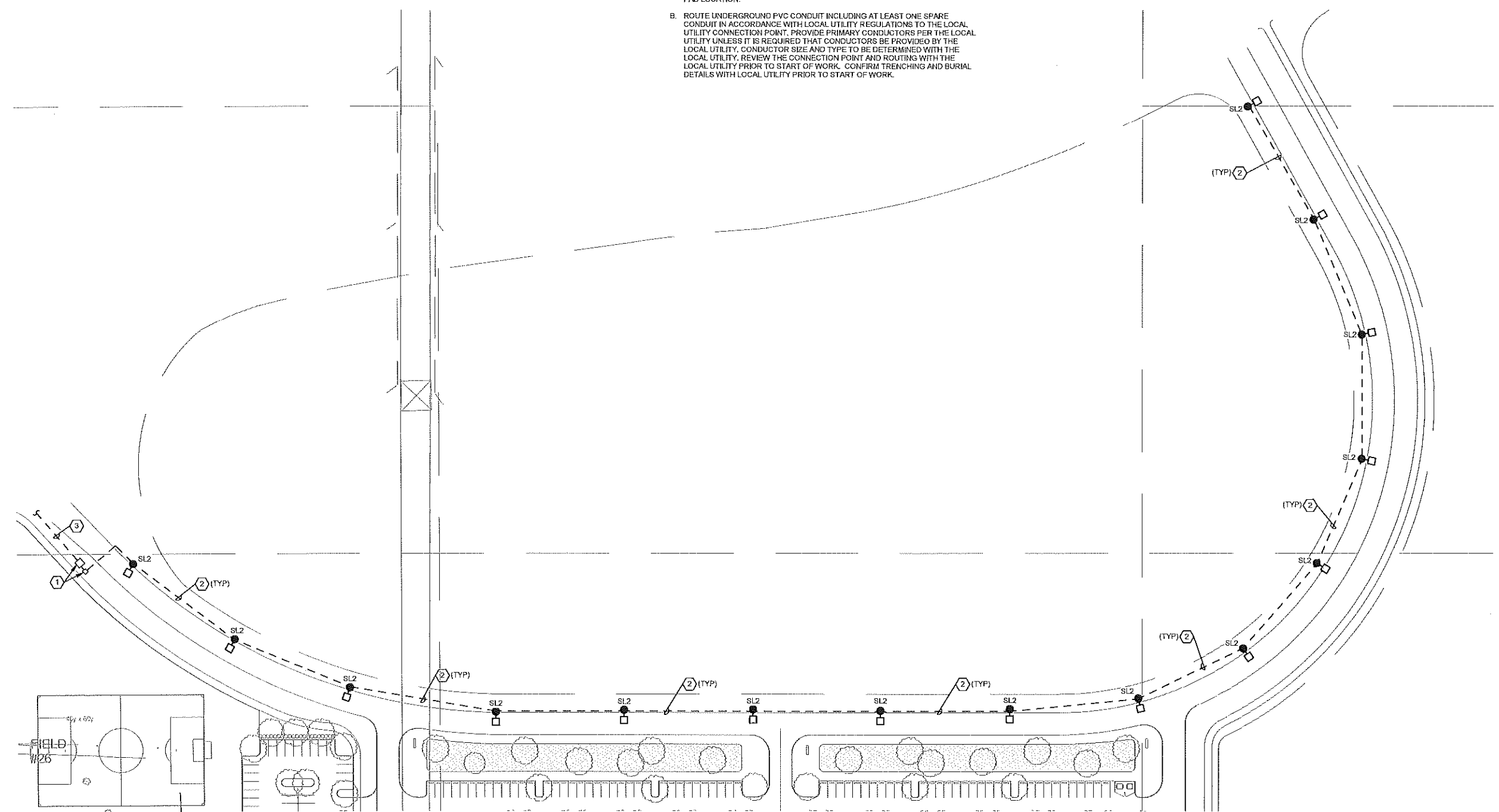
REVISIONS

TAG	ISSUED	DATE

LOOP ROAD ELECTRICAL/LIGHTING PLAN

PRELIMINARY
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Sheet Number
 E101



1 LOOP ROAD ELECTRICAL/LIGHTING PLAN
 SCALE: 1" = 60'-0"

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ELECTRICAL/SPORTS LIGHTING PLAN

PRELIMINARY
 NOT FOR CONSTRUCTION

E102
 Sheet Number

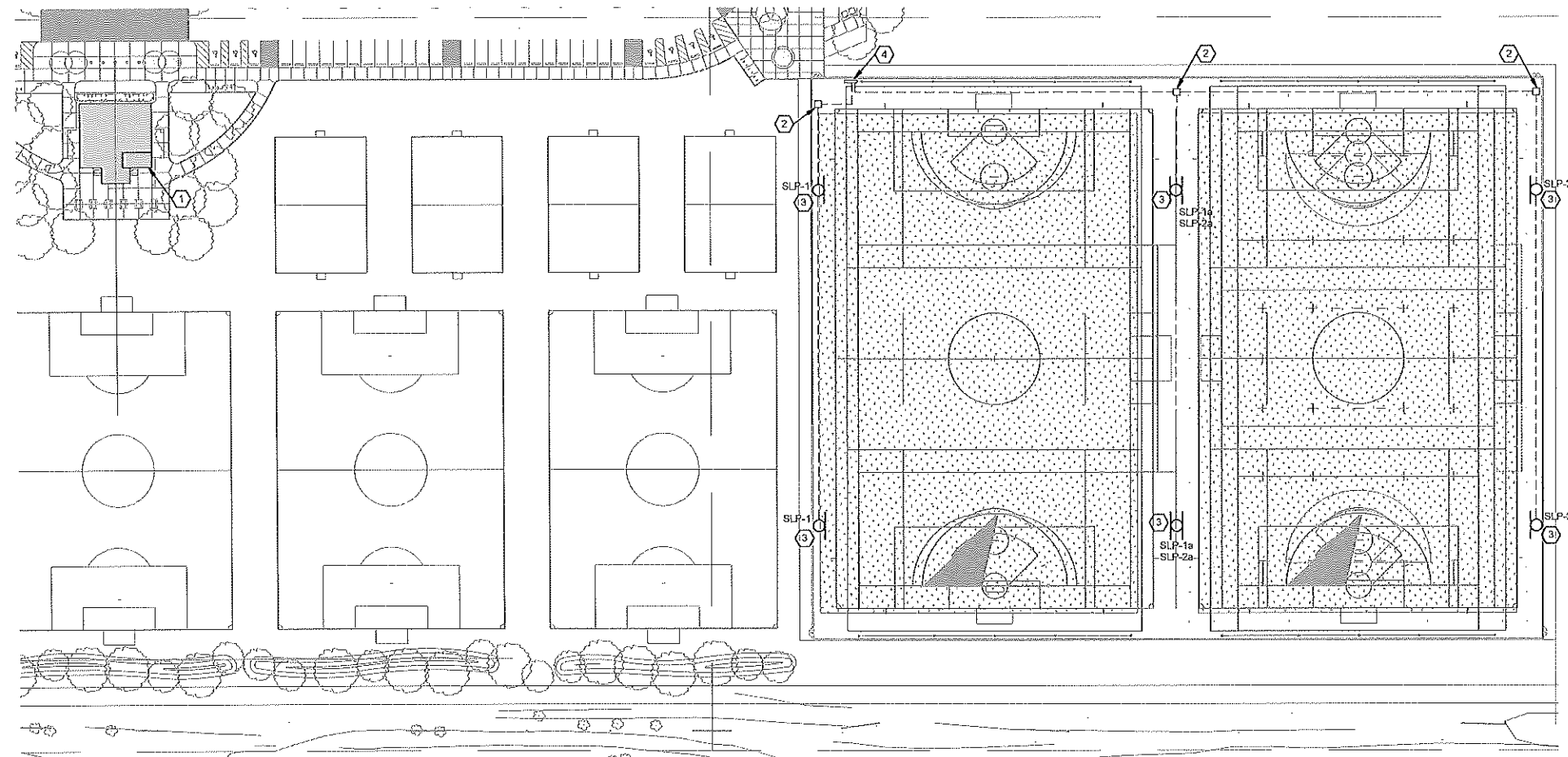
SITE ELECTRICAL SHEET GENERAL NOTES:

- ROCK AND/OR ADVERSE SOIL CONDITIONS MAY BE PRESENT ON SITE. THE ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION REQUIREMENTS FOR ALL BELOW GRADE WORK WITH GEOTECHNICAL REPORT, AND SHALL INCLUDE IN HIS BID ANY WORK RELATED TO GEOTECHNICAL CONSIDERATIONS AS IT MAY PERTAIN TO THE INSTALLATION OF ALL SITE ELECTRICAL WORK INCLUDING, BUT NOT LIMITED TO, DUCTBANKS, FOUNDATIONS, FOOTERS, CONCRETE SLABS AND PADS, VAULTS, DIRECT BURIED CABLES OR CONDUITS, SITE LIGHTING POLE BASES, ETC.
 - COORDINATE EXACT LOCATION OF ALL UNDERGROUND ELECTRICAL WORK WITH CIVIL ENGINEERING DRAWINGS AND DOCUMENTS, ALL OTHER SITE UTILITIES, AND SITE CONTRACTOR.
 - ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 OR SCHEDULE 80. REFER TO DWG. SERIES E-500'S FOR TYPICAL DIRECT BURIED CONDUIT SECTION.
 - GROUND RODS SHALL BE DRIVEN VERTICALLY. IF ROCK IS ENCOUNTERED, THEN GROUND RODS MAY BE DRIVEN AT A DIAGONAL BUT IN NO CASE SHALL GROUND RODS BE LESS THAN 10'-0" LONG.
 - THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID, ALL ELECTRIC UTILITY COMPANY CHARGES FOR PROVIDING SERVICE TO THE BUILDING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: TRANSFORMERS, CONCRETE PADS/VAULTS, CABLES, DUCTS, TRENCHING, BACKFILL, CONCRETE ENCASEMENT, METERING, GROUNDING, ALL ANCILLARY EQUIPMENT AND DEVICES, ETC., AND ASSOCIATED LABOR FOR A COMPLETE INSTALLATION PER N.E.C. AND ELECTRIC UTILITY COMPANY REQUIREMENTS. ANY LOCAL UTILITY COMPANY CHARGES FOR PROVISION OF ELECTRICAL SERVICE SHALL BE INCLUDED IN THE ELECTRICAL CONTRACTOR'S BASE PRICE. AS A MINIMUM, THE INSTALLATION SHALL MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY.
- A. CONTACT UTILITY COMPANY (AEP) REPRESENTATIVE FOR ALL SERVICE REQUIREMENTS, SPECIFICATIONS, AND EXACT TRANSFORMER AND PAD LOCATION.
- B. ROUTE UNDERGROUND PVC CONDUIT INCLUDING AT LEAST ONE SPARE CONDUIT IN ACCORDANCE WITH LOCAL UTILITY REGULATIONS TO THE LOCAL UTILITY CONNECTION POINT. PROVIDE PRIMARY CONDUCTORS PER THE LOCAL UTILITY UNLESS IT IS REQUIRED THAT CONDUCTORS BE PROVIDED BY THE LOCAL UTILITY. CONDUCTOR SIZE AND TYPE TO BE DETERMINED WITH THE LOCAL UTILITY. REVIEW THE CONNECTION POINT AND ROUTING WITH THE LOCAL UTILITY PRIOR TO START OF WORK. CONFIRM TRENCHING AND BURIAL DETAILS WITH LOCAL UTILITY PRIOR TO START OF WORK.

- C. PROVIDE A TRANSFORMER PAD AND/OR VAULT OF THE PROPER SIZE AND MATERIAL TO MEET TO SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY. COORDINATE THE TRANSFORMER LOCATION WITH THE LOCAL UTILITY PRIOR TO START OF WORK. PROVIDE A GROUND LOOP AND GROUNDING RODS AS REQUIRED TO MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY. ALL GROUNDING CONNECTIONS SHALL BE MADE USING AN EXOTHERMIC WELD PROCESS.
- D. PROVIDE TRENCHING, FOR PRIMARY CABLES, BACKFILL, SAND & CONDUITS FROM EXISTING POWER COMPANY PRIMARY POLE TO TRANSFORMER. CONDUITS SHALL BE RUN VERTICAL UP POLE TO A HEIGHT AS DETERMINED BY THE UTILITY COMPANY. ALL PRIMARY CABLE & TERMINATIONS SHALL BE PROVIDED BY THE UTILITY COMPANY. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONCRETE WORK, TRENCHING, BACKFILL, ASPHALT PATCHING AND RESEEDING AS PART OF THIS CONTRACT.
- E. PROVIDE ALL SECONDARY SERVICE ENTRANCE TRENCHING, BACKFILL, CONCRETE DUCT BANK, CABLE AND TERMINATIONS FROM UTILITY TRANSFORMER TO SERVICE ENTRANCE EQUIPMENT.
- F. PROVIDE ALL TRANSFORMER SECONDARY CABLE, CABLE LUGS, CONDUIT & DUCTBANK AND MAKE ALL FINAL SECONDARY TERMINATIONS. UTILITY COMPANY SHALL MAKE ALL PRIMARY CONNECTIONS.
- G. THE UTILITY COMPANY GROUNDING SYSTEM SHALL BE TESTED. THE MAXIMUM ALLOWABLE IMPEDANCE SHALL BE 25 OHMS TO GROUND. ADDITIONAL GROUND RODS SHALL BE PROVIDED, IF REQUIRED, TO ACHIEVE THIS LEVEL.

SHEET KEY NOTES:

- APPROXIMATE LOCATION OF MAIN ELECTRICAL ROOM FOR SITE POWER.
- FURNISH AND INSTALL NEW HAND HOLE 18" WITH COVER. MANUFACTURE: SPORTSFIELD SPECIAL TIES PRODUCTS OR APPROVED EQUAL. COMBO BOX CBTS1630, ALUMINUM 18"X30" BOTTOMLESS, STAINLESS STEEL HEX BOLTS WITH 6" MIN. #8 PEA GRAVEL UNDERNEATH. COVER MARKED 'ELEC'.
- FURNISH AND INSTALL NEW GROUND BOX WITH COVER. MANUFACTURE: SPORTSFIELD SPECIAL TIES PRODUCTS OR APPROVED EQUAL. COMBO BOX CBTS1630, ALUMINUM 18"X30" BOTTOMLESS, STAINLESS STEEL HEX BOLTS WITH 6" MIN. #8 PEA GRAVEL UNDERNEATH. COVER MARKED 'ELEC'. PROVIDE DIVIDERS. FIELD VERIFY EXACT LOCATION. SEE DETAIL #2 ON SHEET E-801.
- APPROXIMATE LOCATION OF SPORTS LIGHTING CONTROLS AND FEEDER PANELBOARD 'MDP-S'. FURNISH AND INSTALL NEMA 3R ENCLOSURES. PROVIDE MISCELLANEOUS STEEL AND HARDWARE TO PROPERLY MOUNT THE CONTROLS.



1 SPORTS FIELD LIGHTING PLAN
 SCALE: 1" = 50'-0"

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ENLARGED
SITE POWER
PLAN

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E201
Sheet Number

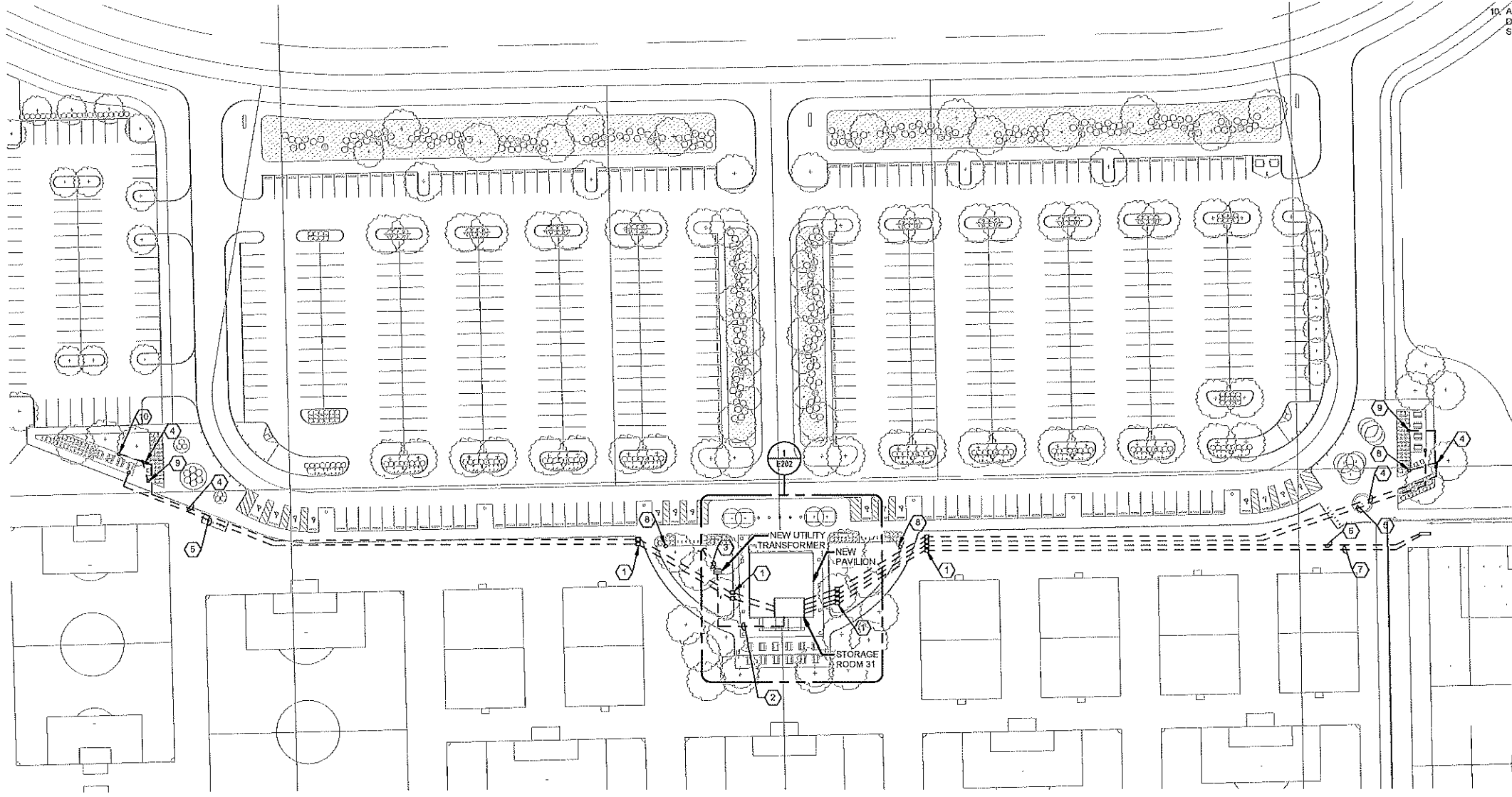
SEAL

SITE ELECTRICAL SHEET GENERAL NOTES:

- ROCK AND/OR ADVERSE SOIL CONDITIONS MAY BE PRESENT ON SITE. THE ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION REQUIREMENTS FOR ALL BELOW GRADE WORK WITH GEOTECHNICAL REPORT, AND SHALL INCLUDE IN HIS BID ANY WORK RELATED TO GEOTECHNICAL CONSIDERATIONS AS IT MAY PERTAIN TO THE INSTALLATION OF ALL SITE ELECTRICAL WORK INCLUDING, BUT NOT LIMITED TO, DUCTBANKS, FOUNDATIONS, FOOTERS, CONCRETE SLABS AND PADS, VAULTS, DIRECT BURIED CABLES OR CONDUITS, SITE LIGHTING POLE BASES, ETC.
- COORDINATE EXACT LOCATION OF ALL UNDERGROUND ELECTRICAL WORK WITH CIVIL ENGINEERING DRAWINGS AND DOCUMENTS, ALL OTHER SITE UTILITIES, AND SITE CONTRACTOR.
- ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 OR SCHEDULE 80. REFER TO DWG. SERIES E-500'S FOR TYPICAL DIRECT BURIED CONDUIT SECTION.
- GROUND RODS SHALL BE DRIVEN VERTICALLY. IF ROCK IS ENCOUNTERED, THEN GROUND RODS MAY BE DRIVEN AT A DIAGONAL, BUT IN NO CASE SHALL GROUND RODS BE LESS THAN 10'-0" LONG.
- THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID, ALL ELECTRIC UTILITY COMPANY CHARGES FOR PROVIDING SERVICE TO THE BUILDING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: TRANSFORMERS, CONCRETE PADS/VAULTS, CABLES, DUCTS, TRENCHING, BACKFILL, CONCRETE ENCASMENT, METERING, GROUNDING, ALL ANCILLARY EQUIPMENT AND DEVICES, ETC., AND ASSOCIATED LABOR FOR A COMPLETE INSTALLATION PER N.E.C. AND ELECTRIC UTILITY COMPANY REQUIREMENTS. ANY LOCAL UTILITY COMPANY CHARGES FOR PROVISION OF ELECTRICAL SERVICE SHALL BE INCLUDED IN THE ELECTRICAL CONTRACTOR'S BASE PRICE. AS A MINIMUM, THE INSTALLATION SHALL MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY.
 - CONTACT UTILITY COMPANY (AEP) REPRESENTATIVE FOR ALL SERVICE REQUIREMENTS, SPECIFICATIONS, AND EXACT TRANSFORMER AND PAD LOCATION.
 - ROUTE UNDERGROUND PVC CONDUIT INCLUDING AT LEAST ONE SPARE CONDUIT IN ACCORDANCE WITH LOCAL UTILITY REGULATIONS TO THE LOCAL UTILITY CONNECTION POINT. PROVIDE PRIMARY CONDUCTORS PER THE LOCAL UTILITY UNLESS IT IS REQUIRED THAT CONDUCTORS BE PROVIDED BY THE LOCAL UTILITY. CONDUCTOR SIZE AND TYPE TO BE DETERMINED WITH THE LOCAL UTILITY. REVIEW THE CONNECTION POINT AND ROUTING WITH THE LOCAL UTILITY PRIOR TO START OF WORK. CONFIRM TRENCHING AND BURIAL DETAILS WITH LOCAL UTILITY PRIOR TO START OF WORK.
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- PROVIDE ALL SECONDARY SERVICE ENTRANCE TRENCHING, BACKFILL, CONCRETE DUCT BANK, CABLE AND TERMINATIONS FROM UTILITY TRANSFORMER TO SERVICE ENTRANCE EQUIPMENT.
- PROVIDE ALL TRANSFORMER SECONDARY CABLE, CABLE LUGS, CONDUIT & DUCTBANK AND MAKE ALL FINAL SECONDARY TERMINATIONS. UTILITY COMPANY SHALL MAKE ALL PRIMARY CONNECTIONS.
- THE UTILITY COMPANY GROUNDING SYSTEM SHALL BE TESTED. THE MAXIMUM ALLOWABLE IMPEDANCE SHALL BE 25 OHMS TO GROUND. ADDITIONAL GROUND RODS SHALL BE PROVIDED, IF REQUIRED, TO ACHIEVE THIS LEVEL.

SHEET KEY NOTES:

- PROVIDE PULLBOX/HANDHOLE, SIZED PER NEC, IN LOCATIONS SHOWN. COORDINATE EXACT ROUTING AND LOCATIONS WITH CIVIL DRAWINGS.
- COORDINATE SECONDARY CONDUCTORS WITH PLUMBING, CIVIL, AND OTHER TRADES.
- REFER TO SHEET E200 FOR PROPOSED UTILITY PRIMARY ROUTING.
- PROVIDE POWER TO PAVILIONS. PROVIDE A 5KVA, 480V PRIMARY, 120V SECONDARY TRANSFORMER AND 30A, 3P DISCONNECT SWITCH WITH (3) 20A FUSES TO FEED (3) 120V, 20A CIRCUITS. MOUNT TRANSFORMER AND DISCONNECT SWITCHES ON UNI-STRUT NEAR SHELTER AREA. COORDINATE EXACT CONDUIT ROUTING WITH CIVIL DRAWINGS AND EQUIPMENT LOCATIONS WITH OWNER. REFER TO ONE-LINE DIAGRAM ON SHEET E601 FOR MORE INFORMATION.
- PROVIDE EMPTY 2" CONDUIT WITH PULLSTRING FOR DATA CABLING TO PAVILION BUILDING. BASE-BID: STUB UP NEAR POWER PEDESTAL AND CAP FOR FUTURE USE. ALTERNATE: STUB-UP AT CORNER OF SHELTER. CAP FOR FUTURE USE. COORDINATE STUB-UP LOCATION WITH OWNER AND CIVIL DRAWINGS.
- PROVIDE 480V/3PHASE POWER TO SPORTS FIELD LIGHTING PANEL. REFER TO ONE-LINE DIAGRAM ON SHEET E601 FOR WIRE AND CONDUIT SIZE.
- PROVIDE (2) 2" CONDUITS WITH PULLSTRINGS FROM PAVILION IT ROOM TO SPORTS FIELDS LIGHTING CONTROLS. COORDINATE EXACT STUB-UP LOCATION WITH CIVIL DRAWINGS AND OWNER.
- PROVIDE 2-GANG OUTDOOR POWER PEDESTAL WITH (2) 20A GFCI DUPLEX RECEPTACLES WITH DEDICATED CIRCUITS AND WEATHERPROOF COVER. BASIS OF DESIGN IS LEGRAND XPP2G30C-BK. STUB UP THIRD CIRCUIT NEAR POWER PEDESTAL. CAP FOR FUTURE USE.
- BASE-BID: PROVIDE 2-GANG OUTDOOR POWER PEDESTAL WITH (2) 20A GFCI DUPLEX RECEPTACLES WITH DEDICATED CIRCUITS AND WEATHERPROOF COVER. BASIS OF DESIGN IS LEGRAND XPP2G30C-BK. STUB UP THIRD CIRCUIT NEAR POWER PEDESTAL. CAP FOR FUTURE USE.
- ALTERNATE: PROVIDE (3) GFCIWP RECEPTACLES WITH DEDICATED CIRCUITS MOUNTED ON CENTER POST OF SHELTER.



1 ENLARGED SITE POWER PLAN
SCALE: 1" = 50'-0"

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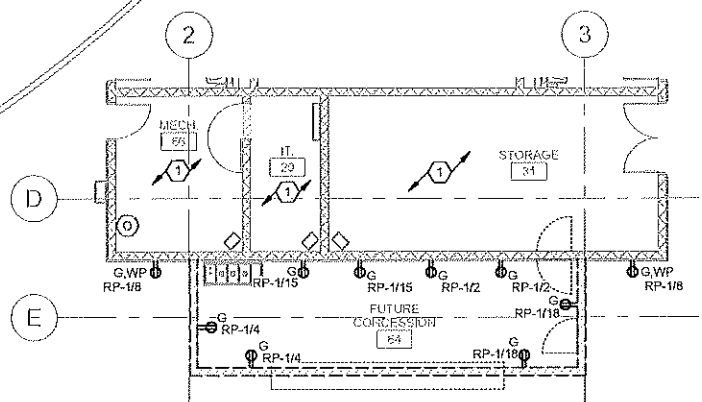
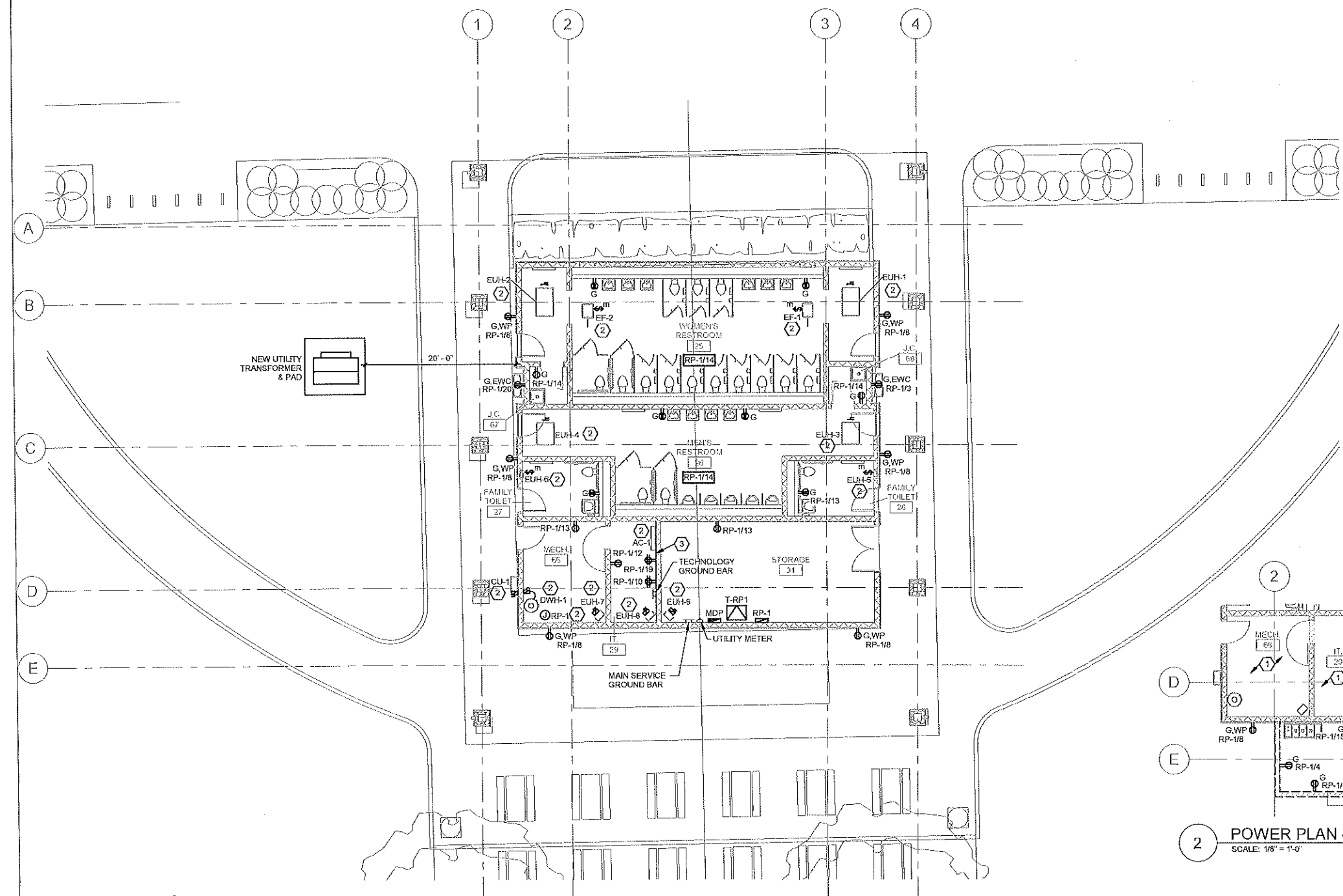
PAVILION POWER PLAN

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E202
 Sheet Number

- POWER SHEET GENERAL NOTES:**
- EXACT LOCATION OF MECHANICAL, PLUMBING, KITCHEN, FURNITURE SYSTEMS, OWNER FURNISHED EQUIPMENT, ETC. THAT REQUIRE ELECTRICAL CONNECTIONS ARE SHOWN ON THEIR RESPECTIVE DISCIPLINE DRAWINGS. COORDINATE EXACT LOCATIONS WITH RESPECTIVE CONTRACTORS AND/OR VENDORS PRIOR TO ANY ROUGH-INS.
 - REVIEW AND COORDINATE WITH ALL TRADES' CONTRACT DOCUMENTS AND CONTRACTORS TO DETERMINE SPECIFIC MOUNTING LOCATIONS FOR EQUIPMENT WITH ELECTRICAL CONNECTIONS. COORDINATE EXACT MOUNTING LOCATIONS WITH THE SPECIFIC TRADE.
 - MINIMUM CONDUCTOR SIZE FOR 277 VOLT BRANCH CIRCUITING SHALL BE #12AWG. FOR 277 VOLT BRANCH CIRCUITS WITH HOMERUNS OVER 125 LINEAR FEET A MINIMUM CONDUCTOR SIZE OF #10AWG SHALL BE PROVIDED FROM FIRST JUNCTION BOX TO BRANCH CIRCUIT PANELBOARD. ASSOCIATED EQUIPMENT GROUNDING CONDUCTOR SHALL ALSO BE INCREASED PER N.E.C. ARTICLE 250.122(B) REQUIREMENTS.
 - MINIMUM CONDUCTOR SIZE FOR 120 VOLT BRANCH CIRCUITS SHALL BE #12AWG. FOR 120 VOLT BRANCH CIRCUITS WITH HOMERUNS OVER 75 LINEAR FEET, A MINIMUM WIRE SIZE OF #10AWG SHALL BE PROVIDED FROM FIRST JUNCTION BOX TO BRANCH CIRCUIT PANELBOARD. FOR 120 VOLT BRANCH CIRCUITS WITH HOMERUN OVER 150 LINEAR FEET, A MINIMUM WIRE SIZE OF #8AWG SHALL BE PROVIDED FROM FIRST JUNCTION BOX TO BRANCH CIRCUIT PANELBOARD. ASSOCIATED EQUIPMENT GROUNDING CONDUCTOR SHALL ALSO BE INCREASED PER N.E.C. ARTICLE 250.122(B) REQUIREMENTS.
 - AT A MINIMUM ALL BRANCH CIRCUITS SHALL CONTAIN 2#12AWG, #12 EG, 3/4" CONDUIT UNLESS OTHERWISE INDICATED.
 - ALL BRANCH CIRCUITS SHALL BE RUN WITH AN INDIVIDUAL NEUTRAL WIRE. BRANCH CIRCUITS SHALL NOT SHARE NEUTRAL WIRES.
 - RECEPTACLE BRANCH CIRCUITS MAY SHARE EQUIPMENT GROUND CONDUCTORS. ALL SHARED EQUIPMENT GROUND CONDUCTORS SHALL BE #10 AWG MINIMUM.
 - ALL CONDUCTORS SHALL BE IDENTIFIED BY PANELBOARD AND CIRCUIT NUMBER(S) IN ALL CABINETS, JUNCTION BOXES, WIRING TROUGHES, ENCLOSURES, SPLICE OR TERMINATION POINTS, ETC.
 - A NEW TYPED PANELBOARD DIRECTORY CARD SHALL BE PROVIDED FOR ALL PANELS INSTALLED OR MODIFIED UNDER THIS CONTRACT. NEW DIRECTORY CARDS SHALL BE LOCATED ON THE INSIDE DODR OF ASSOCIATED PANELS.
 - REFER TO ALL EQUIPMENT AND PANEL SCHEDULES FOR ADDITIONAL INFORMATION.

- SHEET KEY NOTES:**
- REFER TO BASE BID POWER PLAN ON THIS SHEET FOR POWER PLAN IN THIS AREA.
 - PROVIDE CONNECTION TO MECHANICAL EQUIPMENT. REFER TO EQUIPMENT ELECTRICAL CONNECTION SCHEDULE ON SHEET E701 FOR MORE INFORMATION.
 - PROVIDE A 3/4" AC FFE RATED PLYWOOD BACK BOARD. MOUNT BACKBOARD 6" AFF WITH 'A' SIDE FACING TOWARDS USER.



2 POWER PLAN - ALTERNATE E-1
 SCALE: 1/8" = 1'-0"

1 POWER PLAN
 SCALE: 1/8" = 1'-0"

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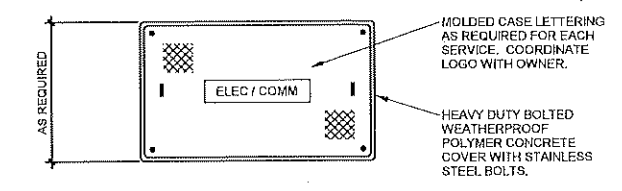
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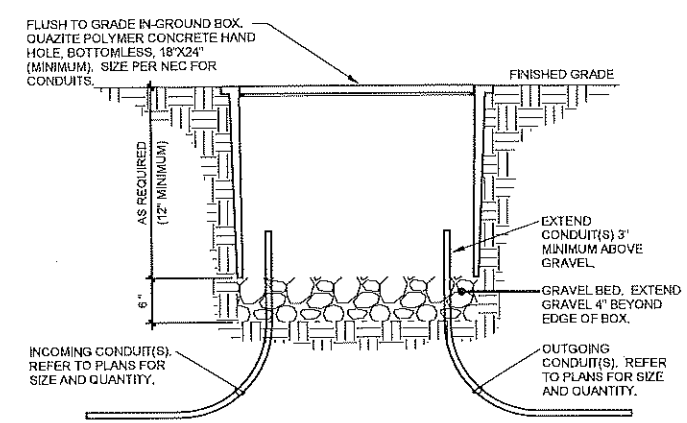
**SITE POWER
 DETAILS**

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E512



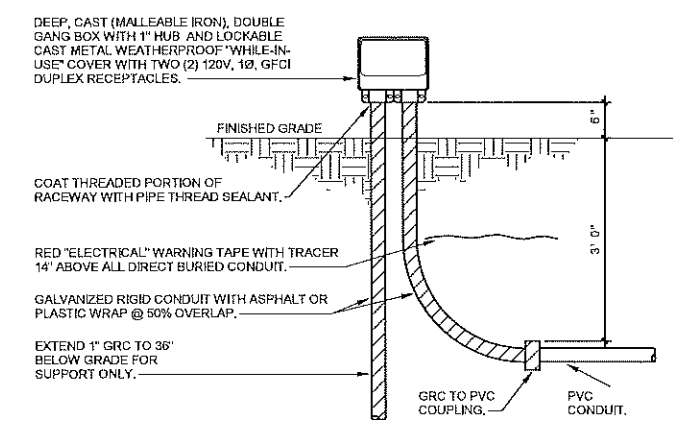
PLAN



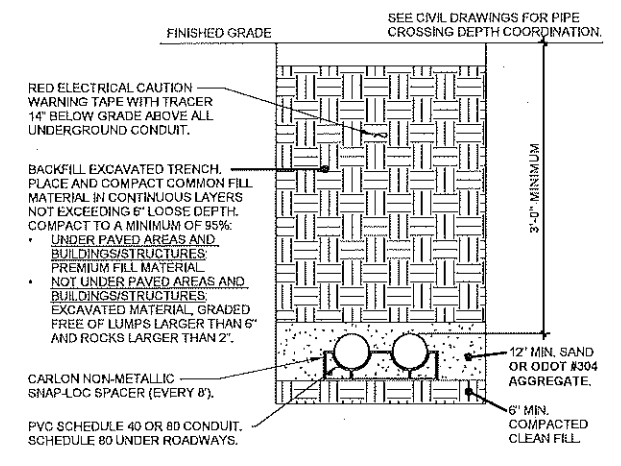
ELEVATION

NOTES:
 1. PROVIDE SPLICING CONNECTOR AS REQUIRED. USE BURNDY YPC2A8U OR APPROVED EQUAL. ENCAPSULATED WITH A RAYCHEM GEL ENCLOSURE #GHFC-1-90 SERIES.

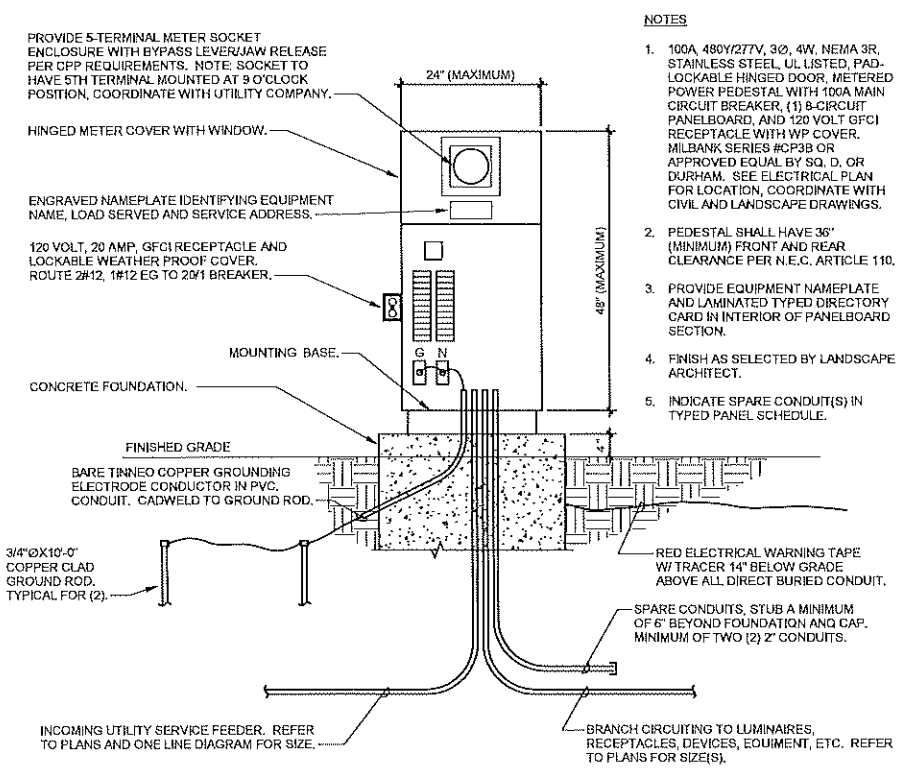
1 GROUND BOX DETAIL
 SCALE: NONE



3 OUTDOOR AT-GRADE RECEPTACLE DETAIL
 SCALE: NONE



4 TYPICAL DIRECT BURY CONDUIT SECTION
 SCALE: NONE



2 METERED POWER PEDESTAL DETAIL
 SCALE: NONE

NOTES:
 1. 100A, 480Y/277V, 3Ø, 4W, NEMA 3R, STAINLESS STEEL, UL LISTED, PAD-LOCKABLE HINGED DOOR, METERED POWER PEDESTAL WITH 100A MAIN CIRCUIT BREAKER, (1) 8-CIRCUIT PANELBOARD, AND 120 VOLT GFCI RECEPTACLE WITH WP COVER. MILBANK SERIES #CP38 OR APPROVED EQUAL BY SQ. D. OR DURHAM. SEE ELECTRICAL PLAN FOR LOCATION, COORDINATE WITH CIVIL AND LANDSCAPE DRAWINGS.
 2. PEDESTAL SHALL HAVE 36" (MINIMUM) FRONT AND REAR CLEARANCE PER N.E.C. ARTICLE 110.
 3. PROVIDE EQUIPMENT NAMEPLATE AND LAMINATED TYPED DIRECTORY CARD IN INTERIOR OF PANELBOARD SECTION.
 4. FINISH AS SELECTED BY LANDSCAPE ARCHITECT.
 5. INDICATE SPARE CONDUIT(S) IN TYPED PANEL SCHEDULE.

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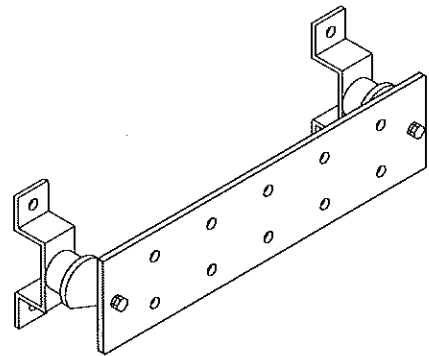
ELECTRICAL GROUNDING RISER AND DETAILS

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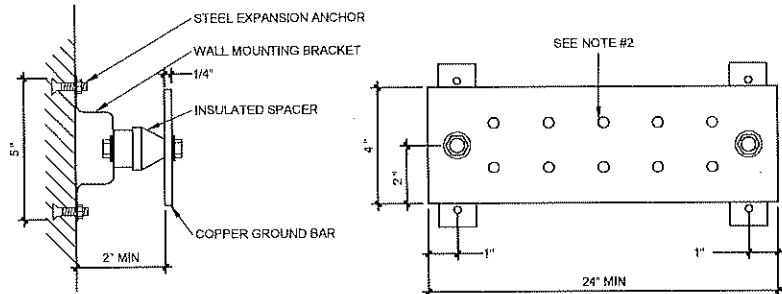
E521

Agenda Item B.3.

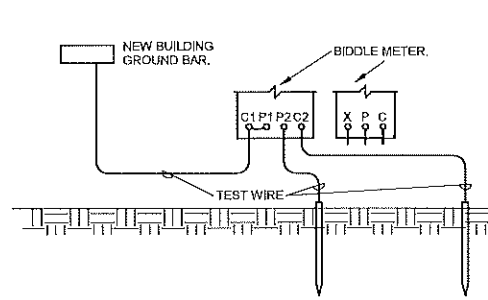
- NOTES:
1. PROVIDE A MINIMUM OF (1) MOUNTING POINT PER 12" OF BAR LENGTH.
 2. PROVIDE QUANTITY OF PREDRILLED STANDARD NEMA BOLT HOLES SIZED AND SPACED AS REQUIRED FOR CONNECTIONS USED.



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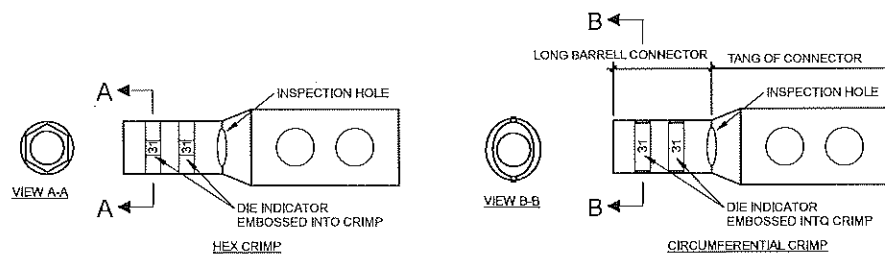


SECTION ELEVATION
1 MAIN ELECTRICAL GROUND BUS (MEGB) DETAIL
 SCALE: NONE



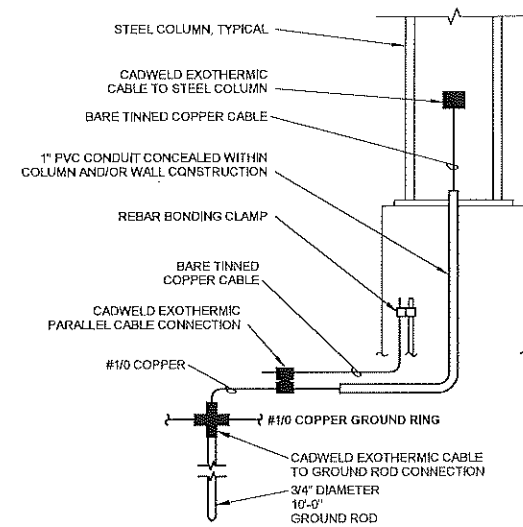
2 FALL OF POTENTIAL TEST DIAGRAM
 SCALE: NONE

- LEGEND:
- (C) - CURRENT REFERENCE GROUND ROD
 - (P) - POTENTIAL REFERENCE GROUND ROD
 - (D) - RECOMMENDED DISTANCE OF CURRENT REFERENCE GROUND ROD FROM GROUND BAR FOR SINGLE EARTH ELECTRODE/WATER PIPE D = 50 TO 60 FEET
- NOTES:
1. COORDINATE TESTING ONE WEEK IN ADVANCE WITH OWNER.
 2. COMPLETE AND SUBMIT RESISTANCE TEST FORM.
 3. MEASURE THE EARTH RESISTIVITY AT GROUND BAR, AS SHOWN IN FIGURE. IF THE RESISTIVITY IS MORE THAN 5 OHMS CONTACT OWNER.



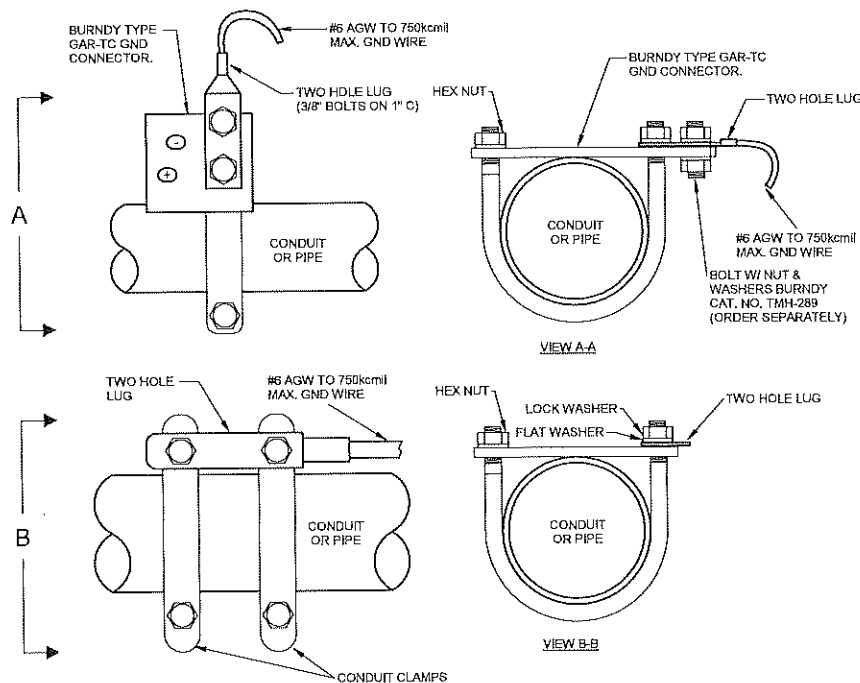
3 TWO HOLE CRIMP COPPER CONNECTION DETAIL
 SCALE: NONE

AFTER CRIMPING, ALL FLASHES, BURRS, OR SHARP EDGES RESULTING FROM THE CRIMPING PROCESS MUST BE REMOVED.

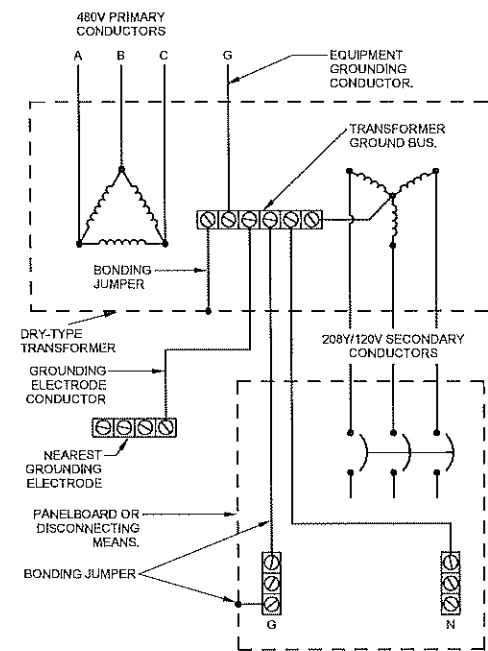


4 TYPICAL STEEL COLUMN AND REBAR GROUNDING DETAIL
 SCALE: NONE

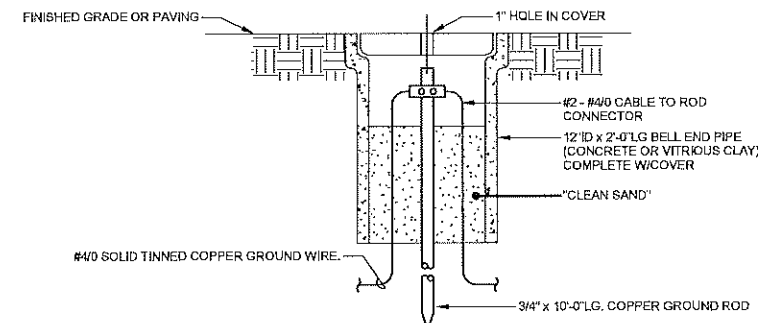
- NOTES:
1. ALL GROUNDING AND BONDING ELECTRODES AND CONDUCTORS SHALL BE IN CONFORMANCE WITH N.E.C. ARTICLE 250 REQUIREMENTS.
 2. FOR ALL ADDITIONAL REQUIREMENTS REFER TO SPECIFICATION SECTION 250526.



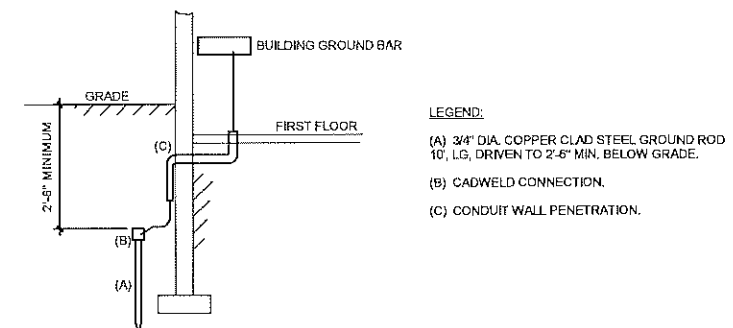
5 PIPE GROUND CLAMP DETAIL
 SCALE: NONE



6 TYPICAL 480:208Y/120V DRY-TYPE TRANSFORMER GROUNDING DETAIL
 SCALE: NONE

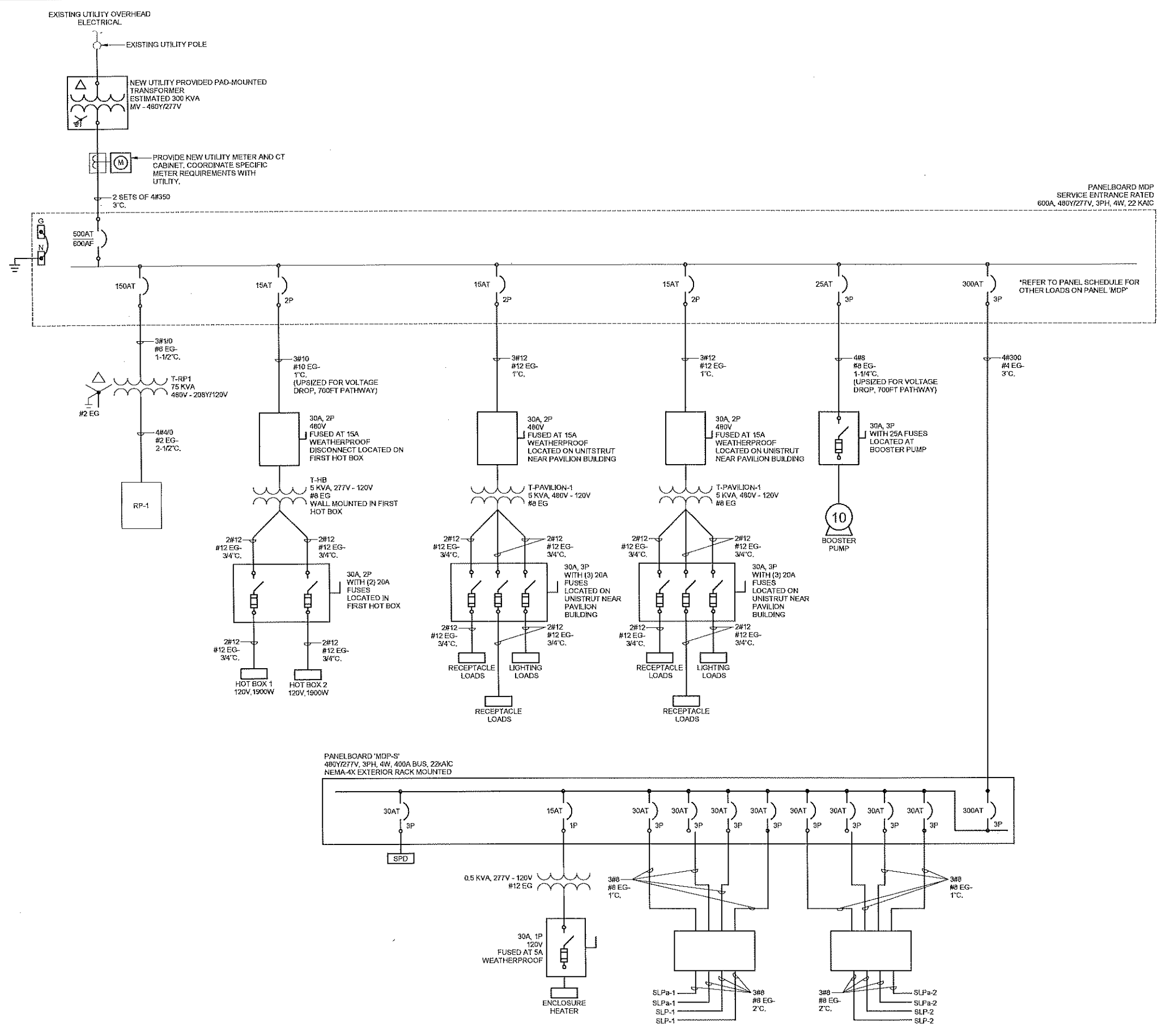


7 GROUND ROD AND TEST WELL DETAIL
 SCALE: NONE



8 GROUNDING CONDUCTOR ENTRANCE DETAIL
 SCALE: NONE

- LEGEND:
- (A) 3/4" DIA. COPPER CLAD STEEL GROUND ROD 10' LG, DRIVEN TO 2'-6" MIN. BELOW GRADE.
 - (B) CADWELD CONNECTION.
 - (C) CONDUIT WALL PENETRATION.



- ELECTRICAL ONE LINE SHEET GENERAL NOTES:**
1. THE ELECTRICAL CONTRACTOR SHALL PROVIDE LINE VOLTAGE WIRING BETWEEN CONTROL PANELS AND/OR VFD'S AND THEIR CORRESPONDING MOTORS. CONTROL PANELS AND/OR VFD'S AND MOTORS ARE PROVIDED BY MECHANICAL, HVAC CONTRACTOR. COORDINATE EXACT LOCATION OF ALL CONTROL PANELS, VFD'S AND MOTORS AND THEIR REQUIREMENTS WITH MECHANICAL HVAC AND/OR CONTROLS CONTRACTOR PRIOR TO ROUGH-IN.
 2. THE SWITCHBOARD / PANELOBOARD LABELED AS P-1 ON DRAWINGS SHALL BE SUITABLE FOR USE AS SERVICE ENTRANCE (SE) EQUIPMENT AND LABELED IN ACCORDANCE WITH ALL U.L. REQUIREMENTS.
 3. SEE "GROUNDING ELECTRODE SYSTEM" DETAIL FOR ADDITIONAL GROUNDING AND BONDING REQUIREMENTS.
 4. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID, ALL ELECTRIC UTILITY COMPANY CHARGES FOR PROVIDING SERVICE TO THE BUILDING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: TRANSFORMERS, CONCRETE PADS/VAULTS, CABLES, DUCTS, TRENCHING, BACKFILL, CONCRETE ENGASEMENT, METERING, GROUNDING, ALL ANOLLARY EQUIPMENT AND DEVICES, ETC., AND ASSOCIATED LABOR FOR A COMPLETE INSTALLATION PER N.E.C. AND ELECTRIC UTILITY COMPANY REQUIREMENTS. ANY LOCAL UTILITY COMPANY CHARGES FOR PROVISION OF ELECTRICAL SERVICE SHALL BE INCLUDED IN THE ELECTRICAL CONTRACTOR'S BASE PRICE. AS A MINIMUM, THE INSTALLATION SHALL MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY.
 5. ROUTE UNDERGROUND PVC CONDUIT INCLUDING AT LEAST ONE SPARE CONDUIT IN ACCORDANCE WITH LOCAL UTILITY REGULATIONS TO THE LOCAL UTILITY CONNECTION POINT. PROVIDE PRIMARY CONDUCTORS PER THE LOCAL UTILITY UNLESS IT IS REQUIRED THAT CONDUCTORS BE PROVIDED BY THE LOCAL UTILITY. CONDUCTOR SIZE AND TYPE TO BE DETERMINED WITH THE LOCAL UTILITY. REVIEW THE CONNECTION POINT AND ROUTING WITH THE LOCAL UTILITY PRIOR TO START OF WORK. CONFIRM TRENCHING AND BURIAL DETAILS WITH LOCAL UTILITY PRIOR TO START OF WORK.
 6. PROVIDE A TRANSFORMER PAD AND/OR VAULT OF THE PROPER SIZE AND MATERIAL TO MEET TO SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY. COORDINATE THE TRANSFORMER LOCATION WITH THE LOCAL UTILITY PRIOR TO START OF WORK. PROVIDE A GROUND LOOP AND GROUNDING RODS AS REQUIRED TO MEET THE SERVICE AND INSTALLATION REGULATIONS OF THE LOCAL UTILITY. ALL GROUNDING CONNECTIONS SHALL BE MADE USING AN EXOTHERMIC WELD PROCESS.

SHEET KEY NOTES:

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HILLIARD
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PROJECT NO. J20211936.000
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REVISIONS

TAG	ISSUED	DATE

ELECTRICAL ONE LINE DIAGRAM

PRELIMINARY
 NOT FOR CONSTRUCTION

1601
 Sheet Number

1 ELECTRICAL ONE LINE DIAGRAM
 SCALE: NONE



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ELECTRICAL SCHEDULES

PRELIMINARY
NOT FOR CONSTRUCTION

E701

Agenda Item B.3.

LUMINAIRE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	LAMPS	VOLTAGE	WATTS	REMARKS
EA	EMERGENCY LUMINAIRE MOUNTING: WALL/CEILING	LITHONIA LIGHTING EXTRONIX EVENLITE COMPASS EMERG-LITE EELP	ELM2L LED-S1 TELESIS TCL CU2 EL-2LED CEM	LED	120 V	3 W	DUAL HEAD LED EMERGENCY LIGHT. WHITE THERMOPLASTIC. PROVIDE WITH WET PROTECTIVE VANDAL SHIELD. HOUSING: NICAD BATTERY. SELF-DIAGNOSTIC. 90 MIN BATTERY UL924 LISTED.
EX1	LED EMERGENCY EXIT SIGN - VANDAL RESISTANT	LITHONIA LIGHTING EXTRONIX EMERG-LITE COOPER EELP	DLTLX	LED	120 V	3 W	RED LETTERING. AC ONLY. SEE SHEETS FOR FACES AND DIRECTIONS, HOUSING COLOR BY ARCHITECT.
FA	4X8" LINEAR LED VANDAL RESISTANT SURFACE LUMINAIRE	LITHONIA LIGHTING METALUX COLUMBIA LIGHTING DAY-BRITE HE WILLIAMS	VPF8	5500 LUMENS 4000K	120 V	53 W	0-10V DIMMING. OPAL LENS. FINISH BY ARCHITECT.
FB	4' LINEAR LED SURFACE LUMINAIRE	LITHONIA LIGHTING METALUX COLUMBIA LIGHTING DAY-BRITE HE WILLIAMS	ZL1N 4SNLED MPS FLUXSTREAM 75	3,000 LUMEN LED 4000°K	120 V	25 W	0-10V DIMMING. FINISH BY ARCHITECT.
SL2	16"x21-3/4"x3-15/16" DEEP LUMINAIRE WITH ALUMINUM HOUSING, 9.5" ARM, TYPE II DISTRIBUTION, SPILL LIGHT OPTICAL CONTROL, 600mA, INTEGRAL PHOTOCELL, AND AFTER HOURS DIMMING, AND BRONZE FINISH. POLE SHALL BE 25" IN HEIGHT, ROUND TAPERED ALUMINUM WITH MATCHING FINISH.	McGRAW-EDISON GLEON II	ENTER CATALOG NUMBER HERE	ENTER LAMPS HERE	277 V	200 W	ENTER REMARKS HERE
SL4	16"x21-3/4"x3-15/16" DEEP LUMINAIRE WITH ALUMINUM HOUSING, 9.5" ARM, TYPE IV FORWARD THROW DISTRIBUTION, SPILL LIGHT OPTICAL CONTROL, 600mA, INTEGRAL PHOTOCELL, AND AFTER HOURS DIMMING, AND BRONZE FINISH. POLE SHALL BE 25" IN HEIGHT, ROUND TAPERED ALUMINUM WITH MATCHING FINISH.	McGRAW-EDISON GLEON II	ENTER CATALOG NUMBER HERE	ENTER LAMPS HERE	277 V	200 W	ENTER REMARKS HERE
SL5	25" DIAMETERx29" HIGH POST-TOP LUMINAIRE WITH ALUMINUM HOUSING, TYPE V DISTRIBUTION, 600mA, INTEGRAL PHOTOCELL, AND AFTER HOURS DIMMING, AND SILVER FINISH. POLE SHALL BE 20" IN HEIGHT, ROUND TAPERED ALUMINUM WITH MATCHING FINISH.	INVUE LIGHTING LUXESCAPE	ENTER CATALOG NUMBER HERE	4500 LUMENS 70CRU4000K	277 V	200 W	ENTER REMARKS HERE
SL42	TWO (2) 16"x21-3/4"x3-15/16" DEEP LUMINAIRES WITH ALUMINUM HOUSING, 9.5" ARM, TYPE IV FORWARD THROW DISTRIBUTION, SPILL LIGHT OPTICAL CONTROL, 600mA, INTEGRAL PHOTOCELL, AND AFTER HOURS DIMMING, AND BRONZE FINISH. LUMINAIRES ARE MOUNTED BACK-TO-BACK AT 180 DEGREES. POLE SHALL BE 25" IN HEIGHT, ROUND TAPERED ALUMINUM WITH MATCHING FINISH.	(2) McGRAW-EDISON GLEON II	ENTER CATALOG NUMBER HERE	ENTER LAMPS HERE	277 V	400 W	ENTER REMARKS HERE
WA	QUARTER SPHERE EXTERIOR WALL SCONCE	LITHONIA LIGHTING METALUX COLUMBIA LIGHTING DAY-BRITE HE WILLIAMS	WSQ	2000 LUMENS 70CRU4000K	120 V	20 W	WALL SCONCE, TYPE 4 DISTRIBUTION. PROVIDE WITH VANDAL GUARD AND EMERGENCY FIXTURE WITH INTEGRAL COLD WEATHER BATTERY BACKUP. COORDINATE MOUNTING HEIGHT AND FINISH WITH ARCHITECT.

LUMINAIRE SCHEDULE NOTES:

- LUMINAIRE INDICATED IN SCHEDULE IS BASIS OF DESIGN. CONTRACTOR MAY SUBMIT ALTERNATE BY GARDOO OR LUMEC LIGHTING FOR CONSIDERATION. FOR ANY LUMINAIRES SUBMITTED OTHER THAN BASIS OF DESIGN LUMINAIRES, A POINT-BY-POINT PHOTOMETRIC PLAN SHALL BE PROVIDED FOR THE PROPOSED LUMINAIRE AS PART OF THE SHOP DRAWING SUBMITTAL. POINT-BY-POINT CALCULATIONS SHALL FOLLOW IESNA RECOMMENDED PRACTICES AND INCLUDE LIGHT LOSS FACTOR (LLF) USED FOR ALL LUMINAIRE TYPES, SURFACE REFLECTANCES, AVERAGE FOOTCANDLE LEVEL, MINIMUM FOOTCANDLE LEVEL(S), AND MAXIMUM-TO-MINIMUM RATIO FOR ALL AREAS WHERE ALTERNATE PROPOSED LUMINAIRE IS TO BE INSTALLED (ONE CALCULATION FOR TYPICAL AREAS IS ACCEPTABLE).
- ALL LUMINAIRES SHALL BE IN ACCORDANCE WITH THE LUMINAIRE SCHEDULE. THE LUMINAIRE SCHEDULE PROVIDES THE MANUFACTURER AND CATALOG NUMBER. THE LUMINAIRE PROVIDED SHALL CONFORM TO THE DESCRIPTION IN THE LUMINAIRE SCHEDULE, THE MANUFACTURER AND CATALOG NUMBER, AND ALL PROVISIONS OF THE CONTRACT DOCUMENTS.
- THE ELECTRICAL CONTRACTOR SHALL VERIFY ALL CEILING TYPES, LUMINAIRE COLORS, LENGTHS, TRIMS, FINISHES, MOUNTING HARDWARE, CONFIGURATIONS AND HEIGHTS OF SUSPENDED LUMINAIRES, ETC. WITH ARCHITECT PRIOR TO ANY ROUGH-INS AND PLACING FINAL PURCHASE ORDERS.
- VERIFY FINAL LUMINAIRE LOCATIONS WITH OTHER CEILING MOUNTED EQUIPMENT SUCH AS DIFFUSERS, FIRE ALARM DEVICES, SPEAKERS, ETC. WITH ARCHITECTURAL RCP (REFLECTED CEILING PLANS).
- VERIFY EXACT HEIGHT AND LOCATIONS OF ALL WALL MOUNTED AND PENDANT/CABLE MOUNTED LUMINAIRES WITH ARCHITECTURAL ELEVATIONS PRIOR TO ANY ROUGH-IN.
- LUMINAIRES SHALL NOT BE SUPPORTED FROM SUSPENDED CEILING SUPPORTS UNLESS ADDITIONAL CEILING FRAMING AND SUPPORTS ARE ADDED BY THE CEILING CONTRACTOR ACCORDING TO MANUFACTURER'S RECOMMENDATIONS, U.L. LISTINGS, AND ANY APPLICABLE STATE OR LOCAL CODES.
- CONNECTIONS TO RECESSED LUMINAIRES SHALL BE MADE WITH MINIMUM 1/2" FLEXIBLE METAL CONDUIT (FMC) FROM FIXTURE TO OUTLET BOX. LENGTH OF FMC SHALL NOT EXCEED 6'.
- AT THE CONCLUSION OF THE WORK, EACH LUMINAIRE MUST BE CLEANED PER MANUFACTURER'S INSTRUCTIONS, EQUIPPED WITH THE PROPER TYPE, NUMBER OF LAMPS, INCLUDING KELVIN TEMPERATURE AND WATTAGE, AND ALL IN GOOD OPERATING CONDITION.
- LUMINAIRE COLOR TEMPERATURE SHALL BE 4000K MINIMUM UNLESS OTHERWISE NOTED.
- NOMINAL LUMEN VALUES MAY VARY BETWEEN DIFFERENT MANUFACTURERS OF SAME TYPE OF LUMINAIRE. NOMINAL LUMEN VALUES GIVEN IN SCHEDULE ARE THE VALUES USED FOR DESIGN.
- FINAL COLOR SELECTION BY ARCHITECT/OWNER AT FIXTURE SUBMITTAL.
- LENSED FIXTURES SHALL HAVE A MINIMUM OF 0.125" THICK ACRYLIC LENS UNLESS OTHERWISE NOTED.
- FIXTURES DESIGNATED AS "EM" SHALL HAVE EMERGENCY BATTERY PACK OPTION. PROVIDE ADDITIONAL WIRING AS REQUIRED PER MANUFACTURER'S RECOMMENDATIONS FOR VOLTAGE SENSING.

EQUIPMENT CONNECTION SCHEDULE NOTES:

- ELECTRICAL CONTRACTOR SHALL COORDINATE OVERCURRENT PROTECTION SIZES WITH FINAL EQUIPMENT SELECTIONS PROVIDED BY MECHANICAL CONTRACTOR. OVERCURRENT PROTECTIVE DEVICES SHALL MATCH MANUFACTURER'S RECOMMENDED OVERCURRENT PROTECTION SIZE OR MAXIMUM OVERCURRENT PROTECTION (MOCP) SIZE.
- ELECTRICAL CONTRACTOR SHALL PROVIDE LABELING FOR ALL EQUIPMENT DISCONNECTING MEANS, INCLUDING VFDs, MOTOR CONTROLLERS, DISCONNECT SWITCHES, ETC. FURNISHED BY OTHER DIVISIONS. REFER TO EQUIPMENT NAMEPLATE DETAILS ON DWG. SERIES E-500s AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- ELECTRICAL CONTRACTOR SHALL INSTALL LINE VOLTAGE THERMOSTATS, VFDs, AND OTHER LINE VOLTAGE CONTROLLERS FURNISHED BY OTHER DIVISIONS AND/OR OWNER AS INDICATED ON CONNECTION SCHEDULE. COORDINATE EQUIPMENT CONTROL REQUIREMENTS WITH MECHANICAL EQUIPMENT SCHEDULE(S), PLUMBING EQUIPMENT SCHEDULE(S), OWNER FURNISHED EQUIPMENT INSTALLATION INSTRUCTIONS, ETC. COORDINATE CONTROL WIRING REQUIREMENTS WITH SYSTEM INSTALLER.
- ELECTRICAL CONTRACTOR SHALL PROVIDE NEMA RATED COMBINATION MOTOR STARTERS FOR EQUIPMENT FURNISHED BY OTHER DIVISIONS AND/OR OWNER REQUIRED TO BE INTERLOCKED WITH BUILDING AUTOMATION SYSTEM(S) AS INDICATED ON CONNECTION SCHEDULE. REFER TO COMBINATION MOTOR STARTER DETAIL ON DWG. SERIES E-500s FOR ADDITIONAL REQUIREMENTS. COORDINATE EQUIPMENT CONTROL REQUIREMENTS WITH MECHANICAL EQUIPMENT SCHEDULE(S), PLUMBING EQUIPMENT SCHEDULE(S), OWNER FURNISHED EQUIPMENT INSTALLATION INSTRUCTIONS, ETC. COORDINATE CONTROL WIRING REQUIREMENTS WITH SYSTEM INSTALLER.

EQUIPMENT ELECTRICAL CONNECTION SCHEDULE

MECHANICAL DESIGNATION	EQUIPMENT DESCRIPTION	MOTOR				LOCATION	OCPD SIZE	BRANCH CIRCUIT		PANEL	CKT. #	REMARKS
		HP	KVA	VOLTAGE	PHASE			CONDUCTORS/CONDUIT				
AC-1	SPLIT SYSTEM INDOOR UNIT	-	0 KVA	208 V	1	IT 29	20A	(3) #12, #12 EG IN 3/4" C	RP-1	22,24	UNIT PROVIDED WITH LOCAL DISCONNECT SWITCH. UNIT POWERED FROM ASSOCIATED OUTDOOR UNIT.	
CU-1	SPLIT-SYSTEM CONDENSING UNIT	-	2.79 KVA	208 V	1	WEST EXTERIOR	20A	(3) #12, #12 EG IN 3/4" C	RP-1	22,24	PROVIDE WITH NEMA-3R DISCONNECT SWITCH NEAR UNIT.	
DWH-1	ELECTRIC WATER HEATER	-	12 KVA	208 V	1	MECH 66					ENTER "REMARKS" HERE	
EF-1	EXHAUST FAN	1/4	0.5 KVA	120 V	1	WOMEN'S RESTROOM 25	20A	(2) #12, #12 EG IN 3/4" C	RP-1	6	FURNISHED WITH NEMA 1 DISCONNECT SWITCH. INTERLOCKED WITH 120V THERMOSTAT. PROVIDE ALL WIRING AND FINAL CONNECTIONS FOR A COMPLETE AND OPERABLE SYSTEM.	
EF-2	EXHAUST FAN	1/4	0.5 KVA	120 V	1	WOMEN'S RESTROOM 25	20A	(2) #12, #12 EG IN 3/4" C	RP-1	21	FURNISHED WITH NEMA 1 DISCONNECT SWITCH. INTERLOCKED WITH 120V THERMOSTAT. PROVIDE ALL WIRING AND FINAL CONNECTIONS FOR A COMPLETE AND OPERABLE SYSTEM.	
RP-1	RECIRCULATION PUMP	1/6	0.5 KVA	120 V	1	MECH 66					ENTER "REMARKS" HERE	
UH-1	UNIT HEATER	-	12 KVA	480 V	3	WOMEN'S RESTROOM 25	20A	(4) #12, #12 EG IN 3/4" C	MDP	16,18,20	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-2	UNIT HEATER	-	12 KVA	480 V	3	WOMEN'S RESTROOM 25	20A	(4) #12, #12 EG IN 3/4" C	MDP	11,13,15	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-3	UNIT HEATER	-	8 KVA	480 V	3	MENS RESTROOM 26	20A	(4) #12, #12 EG IN 3/4" C	MDP	22,24,26	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-4	UNIT HEATER	-	8 KVA	480 V	3	MENS RESTROOM 26	20A	(4) #12, #12 EG IN 3/4" C	MDP	17,19,21	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-5	UNIT HEATER	-	2 KVA	208 V	1	FAMILY TOILET 28	20A	(3) #12, #12 EG IN 3/4" C	RP-1	5,7	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-6	UNIT HEATER	-	2 KVA	208 V	1	FAMILY TOILET 27	20A	(3) #12, #12 EG IN 3/4" C	RP-1	9,11	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-7	UNIT HEATER	-	3 KVA	480 V	3	MECH 66	20A	(4) #12, #12 EG IN 3/4" C	MDP	28,30,32	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-8	UNIT HEATER	-	3 KVA	480 V	3	IT 29	20A	(4) #12, #12 EG IN 3/4" C	MDP	23,25,27	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	
UH-9	UNIT HEATER	-	5 KVA	480 V	3	STORAGE 31	20A	(4) #12, #12 EG IN 3/4" C	MDP	34,36,38	PROVIDED WITH FACTORY INSTALLED DISCONNECT SWITCH	

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3800 VETERANS MEMORIAL DRIVE HILLIARD, OHIO 43026

PROJECT NO. J20211936.000

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REVISIONS

Table with 3 columns: TAG, ISSUED, DATE. Multiple rows for revision tracking.

ELECTRICAL PANEL SCHEDULES

PRELIMINARY NOT FOR CONSTRUCTION

E711

PANELBOARD SCHEDULE NOTES:

- 1. BRANCH CIRCUIT BREAKER(S) FEEDING FIRE ALARM AND/OR EMERGENCY COMMUNICATIONS SYSTEMS SHALL BE IDENTIFIED AS REQUIRED BY THE LATEST ADOPTED EDITION OF NFPA 72 ARTICLES 10.6.5.2.2 AND 10.6.5.2.3.
2. PROVIDE HACR RATED BREAKERS FOR ALL MECHANICAL EQUIPMENT.
3. PER N.E.C. ARTICLE 408.4(A) A NEW TYPED PANELBOARD DIRECTORY CARD SHALL BE PROVIDED FOR ANY AND ALL PANELBOARDS PROVIDED/MODIFIED UNDER THIS CONTRACT. NEW DIRECTORY CARDS SHALL BE LOCATED ON THE INSIDE DDOOR OF ASSOCIATED PANELS.
4. AT THE CONCLUSION OF WORK, ALL EXISTING CIRCUIT BREAKERS THAT ARE NOT IN USE SHALL BE LABELED AS SPARE IN THE UPDATED TYPE WRITTEN PANELBOARD DIRECTORY AND SHALL BE IN THE "OFF" POSITION.
5. NUMBERS IN "NOTES" COLUMN CORRESPOND TO NOTES LISTED AT THE BOTTOM OF THE PANEL SCHEDULE.
6. ADDITIONAL REQUIREMENTS AT THE BOTTOM OF THE PANEL SCHEDULE APPLY TO THE ENTIRE PANEL.
7. PANELBOARD SCHEDULES FOR EXISTING PANELBOARDS ARE BASED ON VISUAL OBSERVATIONS IN THE FIELD. CONTRACTOR SHALL VERIFY ALL CIRCUITS REQUIRED TO BE RE-WORKED AND/OR MODIFIED UNDER THIS CONTRACT.
A. NEW LOADS ARE IDENTIFIED BY BOLD FACE TYPE WITHIN THE "DESCRIPTION" COLUMN.
B. EXISTING LOADS ARE IDENTIFIED BY NORMAL TYPE WITHIN THE "DESCRIPTION" COLUMN.
C. FOR BOLD FACE TYPE WITHIN THE "TRIP" AND "POLE" COLUMNS, PROVIDE NEW CIRCUIT BREAKER AS INDICATED. ALL NEW CIRCUIT BREAKERS SHALL MATCH EXISTING CIRCUIT BREAKERS IN TYPE AND KAIC RATING.
D. FOR NORMAL TYPE WITHIN THE "TRIP" AND "POLE" COLUMNS, CIRCUIT BREAKER IS EXISTING TO REMAIN.

PANEL ID: MDP. POWER SUPPLIED FROM: UTILITY. MOUNTING: SURFACE. ENCLASURE: PER SPECIFICATIONS. VOLTAGE: 480Y/277. PHASE: 3. WIRES: 4. KAIC RATING: 22 KAIC. LUG RATING: 600 A. MAIN OCPD RATING: 500A. Table with 12 columns: NOTES, CIRCUIT DESCRIPTION, TRIP, POLE, CKT, A, B, C, CKT, POLE, TRIP, CIRCUIT DESCRIPTION, NOTES.

PANEL ID: RP-1. POWER SUPPLIED FROM: T-RP1. MOUNTING: SURFACE. ENCLASURE: PER SPECIFICATIONS. VOLTAGE: 208Y/120. PHASE: 3. WIRES: 4. KAIC RATING: 10 KAIC. LUG RATING: 225 A. MAIN OCPD RATING: 225 A. Table with 12 columns: NOTES, CIRCUIT DESCRIPTION, TRIP, POLE, CKT, A, B, C, CKT, POLE, TRIP, CIRCUIT DESCRIPTION, NOTES.

RECORD OF ACTION



Planning & Zoning Commission

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

Thursday, May 11, 2023 | 7:00 pm

CASE 3: PZ-23-15 – HILLIARD RECREATION & WELLNESS CAMPUS ATHLETIC FIELDS - 6287 COSGRAY ROAD
PARCEL NUMBER: 050-010761 & 050-010764
APPLICANT: City of Hilliard, c/o Ed Merritt, Recreation and Parks Director, 3800 Veterans Memorial Drive, Hilliard, OH 43026.
REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03 & 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text for athletic fields on 79.0 acres.

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

MOTION:

Mr. Lewie made a motion to approve a conditional use under the provisions of Hilliard Code Section 1123.03 & 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text for athletic fields on 79.0 acres with three conditions:

- 1) That not less than 27 acres of natural open space will be provided within Subarea 2;
- 2) That light trespass onto any residential property shall be not more than 0.3 footcandles when measured at grade 10 feet beyond the property line; and
- 3) That the site complies with the provisions of the Hilliard Storm Water Design Manual and the Ohio EPA Construction General Permit.

Chairman Muether seconded the motion.

VOTE:

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

STATUS:

Case #3: PZ-23-15 is approved (5-0) with three conditions.
A positive recommendation will be forwarded to City Council.

CERTIFICATION:



 Carson Combs, Planning Manager
 May 12, 2023

[END OF RECORD]

**CASE 3: PZ-23-15 – HILLIARD RECREATION & WELLNESS CAMPUS ATHLETIC FIELDS - 6287 COSGRAY ROAD
PARCEL NUMBER: 050-010761 & 050-010764**

APPLICANT: City of Hilliard, c/o Ed Merritt, Recreation and Parks Director, 3800 Veterans Memorial Drive, Hilliard, OH 43026.

REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03 & 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text for athletic fields on 79.0 acres, and temporary signage under the provisions of Hilliard Code Section 1129.08.

[Mr. Talentino gave the staff report.]

BACKGROUND:

The site consists of four parcels totaling approximately 134.236 acres. It is located on the south side of Scioto Darby Road at the southern terminus of Cosgray Road, to the west of Hilliard Municipal Park, to the north of Heritage Lakes subdivision, and on the east side of Alton Darby Road.

On April 26, 2010, Council adopted an ordinance (No. 10-10) creating the Alton Commons PUD. On May 14, 2015, the Commission approved a 6-month extension of the Alton Commons PUD Concept Plan. On November 26, 2015, the Alton Commons PUD Concept Plan expired due to a lack of construction. On January 10, 2023, the Big Darby Accord Advisory Panel recommended approval of a PUD Concept Plan on 166.42 acres for a new recreation and wellness center, commercial, office, and park uses, a stream restoration project for the Clover Groff Ditch, and the construction of the Cosgray Road extension through the site. On January 12, 2023, the Planning and Zoning Commission forwarded a positive recommendation to Council concerning the proposed PUD Concept Plan. On April 13, 2023, Council adopted a resolution (23-R-06) approving the PUD Concept Plan for the Hilliard Recreation and Wellness Campus. The applicant is now requesting approval of a conditional use to permit new athletic fields in Subarea 2.

COMMISSION ROLE:

The Commission is to review the proposed conditional use for conformance to the provisions of Hilliard Code Sections 1123.03 and 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text, and then forward a recommendation to City Council. The Commission shall forward its recommendation to Council that the conditional use be approved as requested, or approved with conditions, or not approved. The Commission is to review the proposed temporary signage for conformance to the provisions of Hilliard Code Section 1129.08/

STAFF RECOMMENDATION:

Staff finds the proposed conditional use is consistent with the provisions of Hilliard Code Sections 1123.03 and 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text. Staff finds the proposal to be consistent with the Land Use and Development Policies of the BDAWMP. Based on these findings, staff recommends that the Commission forwards a positive recommendation to Council concerning the proposal with the following 3 conditions:

- 1) That not less than 27 acres of natural open space will be provided within Subarea
- 2) That light trespass onto any residential property shall be not more than 0.3 footcandles when measured at grade 10 feet beyond the property line; and
- 3) That the site complies with the provisions of the Hilliard Storm Water Design Manual and the Ohio EPA Construction General Permit.

CONSIDERATIONS:

- **Site Context.** To the east is Hilliard Municipal Park zoned S-1, Support Facilities. To the south are singlefamily dwellings within Heritage Lakes subdivision and portions of Heritage Lakes Golf Course zoned PUD. To the west are single-family estate lots and Agape Community Fellowship church within Norwich Township. To the north, across Scioto Darby Road are commercial properties within Darby Town Center zoned B-5, and a commercial nursery zoned L-B-4, Highway or Regional Business with a Limited Overlay and R-R, Rural Residential.
- **Road Improvements.** Three roundabouts will be constructed along the new Cosgray Road extension including one at the intersection of Scioto Darby Road and Cosgray Road. Approximately 20 percent of the site will consist of areas for active recreation. The PUD Concept Plan states that 50 percent of the site will be open space and not less than 22 percent of the site will be natural open space.
- **Big Darby Accord Watershed Master Plan Issues.** Section 3.1.1 of the BDAWMP states: “Increased development westward into the planning area as well as planned future development areas identified in this plan will require additional park land and facilities, including active recreation fields for soccer and other organized sports...Generally, the location of facilities should maximize access and be centrally located to neighborhood centers.” Section 4.3 of the BDAWMP lists *active recreational uses limited to multi-purpose fields, and playgrounds* as a conditional use.
- **Proposed Conditional Use.** Athletic fields and playgrounds are conditional uses in Subarea 2. The proposed plans show 27 soccer fields in the southern portion of Subarea 2, including 2 synthetic fields, 22 turf fields, and 5 future fields. A 2,300-square-foot building with bathrooms and storage areas is located immediately south of the parking lot. A future concessions area is also indicated as an option. Trash receptacles are shown in the northeast corner of the parking lot.
- **Access, Parking & Lighting.** Access to the proposed soccer park is via two full-service access points on the Cosgray Road extension. Fifteen pole-mounted light fixtures are shown along the access drive. A total of 621 parking spaces are shown. Parking lot lighting may be a maximum of 35 feet in height and athletic field lighting may be a maximum of 90 feet in height. Parking lot lighting consists of 32 polemounted fixtures with a maximum height of 25 feet. Lighting for the proposed building includes 4 polemounted fixtures and 6 wall-mounted fixtures. Lighting for the two turf fields consists of 6 pole-mounted fixtures with a maximum height of 80 feet. Light trespass onto any residential property is limited to 0.3 footcandles when measured at grade 10 feet beyond the property line.
- **Open Space.** Approximately 27.15 acres of natural open space will be provided within Subarea 2. [Approximately 68.5 acres of the overall Hilliard Recreation & Wellness Campus site should be natural open space (consistent with the area of Tier 1 land shown on the BDAWMP General Land Use Plan) which means approximately 17.43 acres of natural open space will be needed in Subarea 1.]
- **Multi-Use Paths.** A 12-foot-wide asphalt multi-use path is shown along the southern boundary of the site, and along the west side of the Clover Groff Run. It will be located not less than 30 feet from the Stream Corridor Protection Zone. It will connect to the 10-foot-wide path along the east and south sides of the Cosgray Road extension. An 8-foot-wide path will extend from each of the two access drives into the site.

[END OF REPORT | PZ-23-15]

Mr. Lewie asked if any of the lights within the park will be solar and whether the improvements will be outside of the floodplain and Stream Corridor Protection Zone; Mr. Talentino noted that the Accord Panel approved the plans and that improvements will be outside of the corridor restoration/protected areas and the floodplain.

Some of the Commission members discussed the proposed path connection to Heritage Lakes Drive.

Ed Merritt, Director of Parks and Recreation, indicated that there is no solar planned at this time. He explained that the City needs a utility easement for the athletic fields and that there were surveys completed that identified pedestrian connections as a very important amenity. He said that the path connections are important and should always be provided; Mr. Lewie noted that other parks have included solar lighting and that it should be strongly considered for these improvements as an amenity.

Mr. Schneck asked if someone is pushing for the center path connection to the fields. Mr. Talentino said that the connection would be convenient for the subdivision, but construction could go either way.

Chairman Muether noted that he lived within the subdivision and that the road width on Heritage Lakes Drive is a concern. He said that if cars are parked on the road, other cars can carefully get past, but trucks and buses would need to travel in the opposite lane or go up over the curb. (Additional discussion ensued).

Vice Chair Schneck also asked about the temporary signage request; Mr. Talentino noted that the application originally included a request for signage, but it has been removed.

Timothy Van Echo, 6191 Heritage Lakes Drive, asked about the lighting and its limitations. He said that he would like the path connection to be able to ride his bicycle. He also asked who would operate the fields.

Mr. Talentino clarified that the lights would be operational until 10:00 p.m. and that the path connection is for pedestrians/bicycles and not vehicles. He said that the City will operate the park.

Mr. Van Echo suggested that No Parking signs be used to prevent parking on the road in the area of the path connection. He then inquired about user fees for the recreation center.

Mr. Talentino verified that as the City, no official fee structure has been established. He noted that it will likely be similar to the existing structure that has different fees for residents and non-residents.

Bill Mall, Heritage Lakes HOA, spoke about the concerns for parking on Heritage Lakes Drive. He said the parked vehicles would make it difficult to drive on the road. Mr. Mall also asked about the landscaping.

Mr. Talentino stated that the landscape plan is still being refined, but it will have some mounding based on the amount of fill that remains from construction. He said that you would be able to get from the path to the fields through the landscaping when first installed, but the existing tree row along Heritage Lakes will be difficult to pass through.

Dan Ralley, Assistant City Manager, explained that there is currently no connection to the park along Alton Darby Road in front of the subdivision. He said that for parents with young children, the option of kids on paths next to major arterial roads is not desirable. He said that the mid-block path connection located where utilities are needed. He said that the boulevard is definitely narrow and that the City will work with residents to alleviate problems. Mr. Ralley clarified that there are township properties involved for the connection along Alton Darby Road and that there are currently no funds for that connecting segment.

While discussion ensued, Staff Attorney Kelly Clodfelder reminded the commission that they are only reviewing the conditional use aspect of the athletic fields. These questions can be conveyed to City Council.

Mr. Muether asked if the easement has been obtained for water and sewer; Mr. Ralley stated we are currently in talks with the golf course about. He reiterated that the path connection is important in the easement location.

Laura Tucker, Heritage Lakes resident, emphasized that parking cannot be allowed on Heritage Lakes Drive. She said that emergency vehicles will be unable to get through and that the on-street parking is a safety issue.

No additional discussion occurred. Mr. Lewie made a motion (seconded by Mr. Gutknecht) to approve a conditional use under the provisions of Hilliard Code Section 1123.03 & 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text for athletic fields on 79.0 acres with three conditions:

- 1) That not less than 27 acres of natural open space will be provided within Subarea 2;
- 2) That light trespass onto any residential property shall be not more than 0.3 footcandles when measured at grade 10 feet beyond the property line; and
- 3) That the site complies with the provisions of the Hilliard Storm Water Design Manual and the Ohio EPA Construction General Permit.

Status:	Approved (5-0) with three conditions.
Mover:	Chris Lewie
Seconded:	Chairman Jay Muether
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon

CASE 3: PZ-23-16 – DUNLAP HOLDINGS LLC PROPERTY – 4000 PARKWAY LANE

PARCEL NUMBER: 050-002266

APPLICANT: Dunlap Holdings LLC, c/o Cyndie Dunlap, 4000 Parkway Lane, Hilliard, OH 43026; c/o Anthony Kelly, 3599 Chiller Lane, Columbus, OH 43219.

REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04, and 1123.18(f) for indoor commercial recreation on 1.01 acres.

[Mr. Combs gave the staff report.]

BACKGROUND:

The site is 1.01 acre located at the northwest corner of Parkway Lane and Lyman Drive. According to the Franklin County Auditor, a 10,260-square-foot building was constructed on the site in 1975. On November 13, 2003, the Planning and Zoning Commission approved an M-5 plan modification, a Cemetery Road Corridor Overlay District plan, and a conditional use for the expansion of an existing building with wholesale business and warehouse uses. On November 20, 2003, the Board of Zoning Appeals approved a variance for the building setbacks, lot coverage, interior parking lot landscaping, and screening to accommodate that expansion. That approved expansion was never constructed.

On April 12, 2018, the Planning and Zoning Commission approved minor changes to a Level “B” site plan to permit a 4,224-square-foot building addition. As part of that expansion the Board of Zoning Appeals also approved an expansion of the non-conforming warehouse use and a variance to reduce the front building setback for the addition to the former Sports Imports building on April 19, 2018.

The applicant is now requesting approval of a conditional use to permit indoor commercial recreation.

COMMISSION ROLE:

The Commission is to review the proposed conditional use for conformance to the provisions of Hilliard Code Sections 1123.03, 1123.04, and 1123.18(f). 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



Resolution: 23-R-40

**Adopted:
Effective:**

AUTHORIZING THE CONDITIONAL USE FOR ATHLETIC FIELDS AT 6287 COSGRAY ROAD WITHIN THE HILLIARD RECREATION & WELLNESS CENTER PUD.

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 April 5, 2023, a completed application for the review of a conditional use request for "Athletic Fields" for the property at 6287 Cosgray Road (Parcels #050-010761 and 050-010764) were submitted to the Planning Director in accordance with Hilliard Code Section 1123.02; and

WHEREAS, the Planning and Zoning Commission on May 11, 2023, reviewed the request for a conditional use to permit "Athletic Fields" within the Hilliard Recreation & Wellness Center PUD for the property located at 6287 Cosgray Road 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. The Hilliard Recreation & Wellness Campus located at 6872 Cosgray Road (Parcels #050-010761 and 050-010764) is granted a conditional use for "Athletic Fields" 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

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-40** 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:	Authorizing Conditional Use - 3637 Lacon Road
From:	Michelle Crandall, City Manager
Initiated by:	Carson Combs, Planning Manager, Planning Division John Talentino, Planning Director, Planning Division
Meeting Date:	May 22, 2023

Executive Summary

The proposal is for the approval of a Conditional Use request for 3637 Lacon Road to allow “Building Material and Lumber Supply” and “Outdoor Storage Accessory to a Permitted Use Exceeding 10% of the Total Area of the Lot or Parcel” for the construction of a construction supply company within the M-1 Restricted Industrial District.

Staff Recommendation

Staff recommends that Council adopt this resolution based on the finding that the proposed conditional uses and proposed site improvements meet the requirement and intent of the Code and will address ongoing code enforcement issues for the former Bruner Corporation properties at 3637 Lacon and 4510 Edgewyn Avenue.

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 May 11, 2023, the Planning and Zoning Commission considered a conditional request to allow a construction supply company with outdoor storage. The proposed improvements would address property maintenance issues, demolish the building at 4510 Edgewyn Avenue and associated building connectors, enclose the service yard with screened fencing and implement significant landscape buffers along adjacent residential properties on Edgewyn Avenue. Opportunity was made available for public input, and the Commission voted to approve the request (5-0). The Commission recommended the following five conditions:

1. That the western curb cut on Edgewyn Avenue is removed and that improvements are provided according to the revised site plan;
2. That no outdoor storage is permitted higher than the height of fencing and no storage of loose materials (such as sand or gravel or hazardous materials) are permitted to be stored as required by Section 1123.17(c);
3. That a revised lighting plan (including photometrics and details) and a tree preservation/ replacement plan that complies with Code are submitted as part of the civil plan review;
4. That final details specifications for the color and thickness/durability of the proposed fence screening is provided, subject to staff approval; and
5. That the southern curb cut on Lacon Road be repaired with concrete, subject to approval by the City Engineer.

Public input included concern for traffic levels and child safety at Beacon Elementary. The proposed use is expected to have traffic levels commensurate with or lower than previous uses at the industrial-zoned property. 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 “Building Material and Lumber Supply” and “Outdoor Storage Accessory to a Permitted Use Exceeding 10% of the Total Area of the Lot or Parcel” will enable the applicant to move forward with civil plan review and the building permit process.

Attachments

[Conditional Use Plans. 3637 Lacon Rd](#)

[Record of Action.3637 Lacon Rd](#)

[P&Z Draft Minutes. 3637 Lacon Rd](#)

[Resolution No. 23-R-41 \(Authorizing Conditional Use - 3637 Lacon Road\) - Pdf](#)

6

Sixmo Inc. Architects | Engineers 1101 Auburn Avenue Cleveland, Ohio 44113 www.sixmoae.com 216.767.5400



Patrick E. Thornton, License #12818 Expiration Date 12/31/2023

Property Owner Information within 400' of Site

Table with 4 columns: PPN, Street Address, Name, Mailing Address. Lists neighboring property owners and their details.

A MICROSOFT EXCEL FILE WITH THIS DATA IS AVAILABLE UPON REQUEST

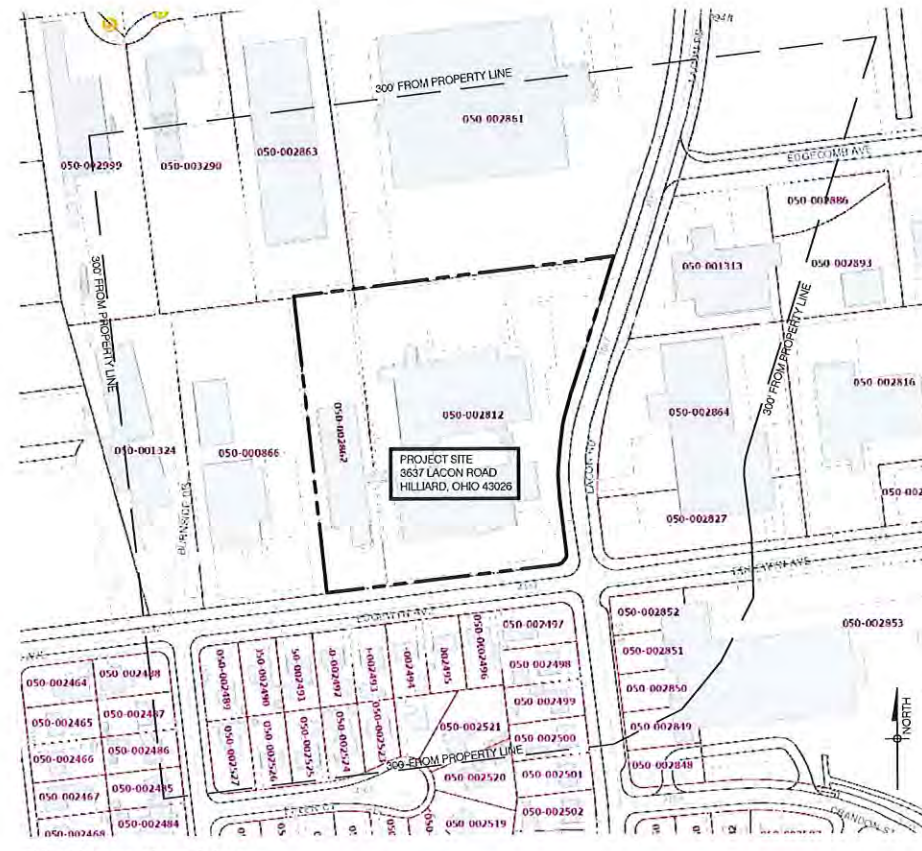
Legal Description(s)

PARCEL 1: Situated in the County of Franklin, State of Ohio, and City of Hilliard and bounded and described as follows: Being part of Virginia Military Survey No. 3001...

PARCEL 2: Situated in the State of Ohio, County of Franklin and in the City of Hilliard: Being part of the Virginia Military Survey No. 3001 and also being part of the vacated portion of Easthill Acres...

Property Known as: 3637 Lacon Road, Hilliard, OH 43026 Parcel Number: 050-002812-00

Conditional Use Application at 3637 Lacon Road Hilliard, Ohio



Site Location Map Not to Scale

Purpose

Conditional Use Application and Level 'B' development plan submittal.

- The purpose of this submittal is two-fold: 1. Development plan approval for alterations to the existing site 2. Conditional Use approval for outdoor storage areas

Improvements include the following:

- 1. The complete removal of the existing building on Parcel # 050-002862 (4510 Edgewyn Avenue) and the associated connector structure east of that building. 2. The removal of the westernmost north-south connector structure between the two buildings at Parcel # 050-002812 (3637 Lacon Road)...

This application respectfully seeks site development plan approval (pending engineering and building department approvals) and conditional use approval for outdoor storage of construction materials in an M-1 zoning district.

Complete engineering and architectural drawings will be prepared and submitted for approval upon completion and approval of the application process. An ALTA site survey will also be completed.

Existing utilities are not intended to be altered, except as necessary to provide new stormwater collection at the footprint of the building being removed.

Site grading will not be altered, except at the area of the footprint of the building being removed, so as to promote drainage towards the new catch basins.

Traffic Impact

Anticipated vehicle trips:

Table showing anticipated vehicle trips: Cars/light trucks (15-18 trips per day), Inbound freight deliveries (2 trips per day), Outbound freight deliveries (6 trips per day).

Employees: 30

Conditional Use Application

3637 Lacon Road Preliminary Development Plan

Title Sheet Administrative Information

Revisions:

Table with 2 columns: Revision number and description. Shows revisions 2, 1, and 0.

Project Number: 91100323 Drawn By: SIX Checked By: PET Date: 4-1-2023

SD-0

Project Team

Applicant

Entity Name: Entity Address: Contact Name: Contact Phone: Contact Email:

Design Professional

Sixmo Inc. 1101 Auburn Avenue, Cleveland, Ohio 44113 Contact: Patrick E. Thornton, AIA | Principal | Architect Phone: 216.767.5400 Extension 100 Email: p.thornton@sixmoae.com

Drawing Index

Table with 2 columns: Drawing ID and Description. Lists SD-0 (Title Sheet), SD-1 (Existing Conditions Plan), SD-2 (Site Demolition Plan), and SD-3 (Development Plan).

6

Sixmo Inc.
Architects | Engineers
1101 Auburn Avenue
Cleveland, Ohio 44113
www.sixmoae.com
216.787.5400



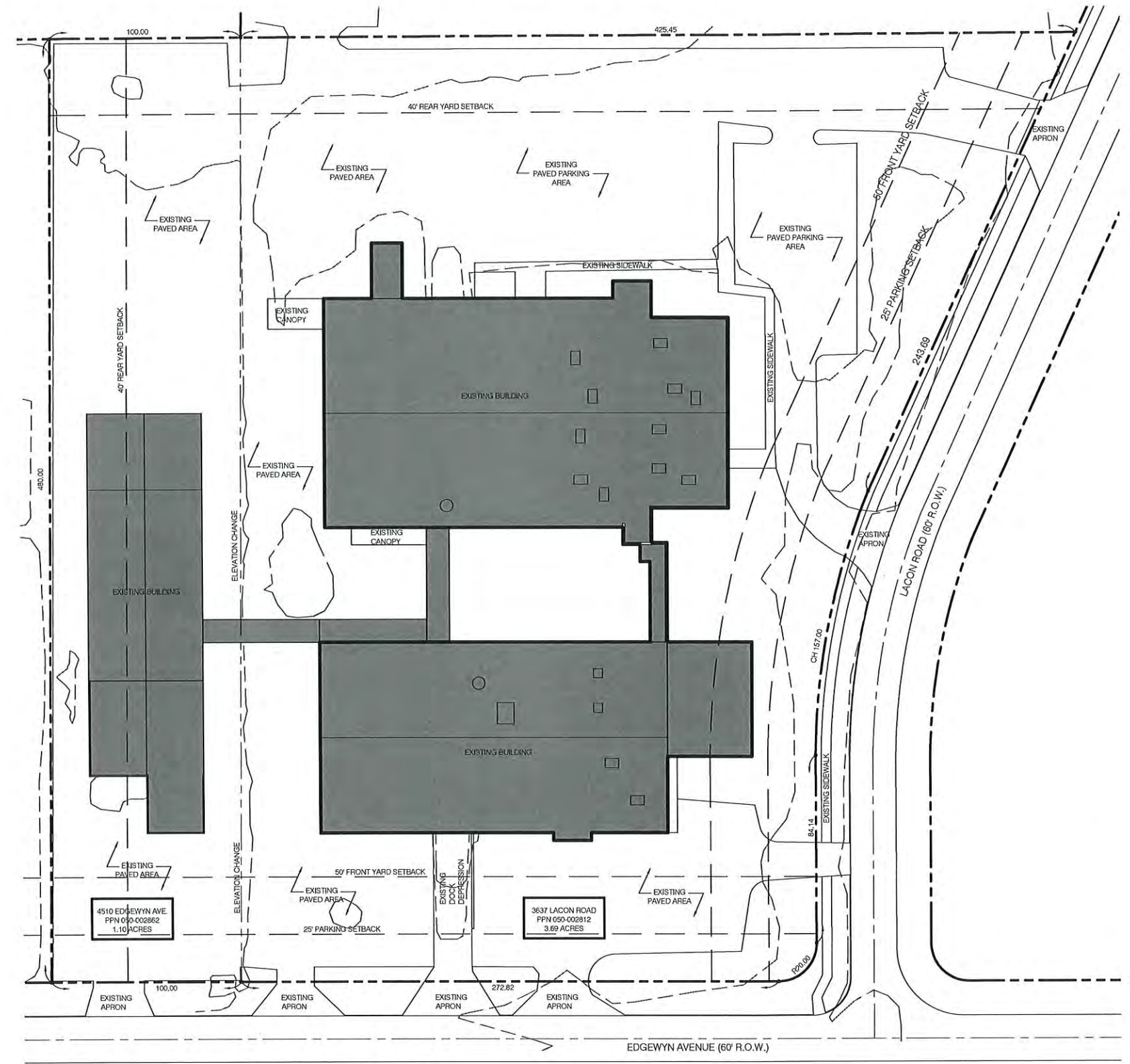
Patrick E. Thornton, License #12818
Expiration Date 12/31/2023
Patrick Thornton
05.02.2023

General Notes

- Field verify all relevant dimensions and conditions prior to construction or fabrication of any systems.

Zoning Information

ZONING CLASSIFICATION: M-1
 ALLOWED USES (TABLE 1113-2)
 BUILDING MATERIAL AND LUMBER SUPPLY - CONDITIONAL
 MINIMUM YARD SETBACKS (TABLE 1113-3a)
 FRONT YARD - MINIMUM BUILDING SETBACK: 50'
 FRONT YARD - MINIMUM PARKING SETBACK: 25'
 SIDE YARD: 20'
 REAR YARD: 40'



Existing Conditions Site Plan



Conditional Use Application

3637 Lacon Road
Preliminary Development Plan

Existing Conditions Plan
Existing Conditions Site Plan, Zoning Information, and General Notes

Revisions:

2	05-02-2023 - Revised
1	4-26-2023 - Revised
0	4-5-2023 - Concept Sub

Project Number: 91100323
 Drawn By: SK
 Checked By: PET
 Date: 4-1-2023

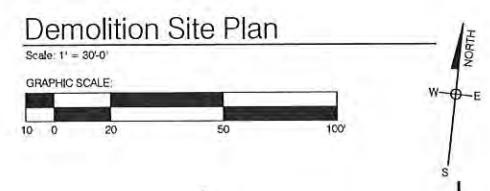
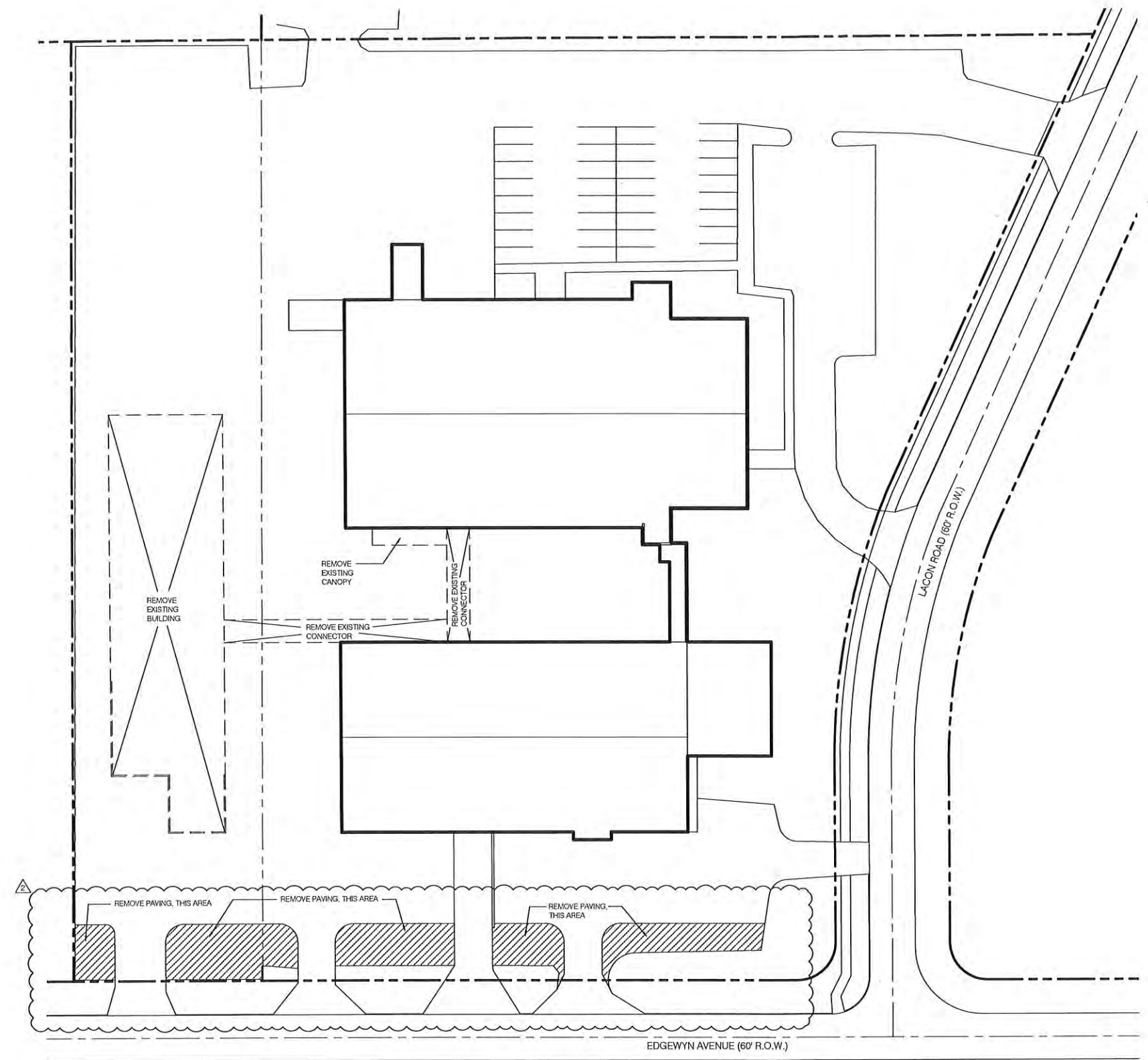
SD-1

S
Sixmo Inc.
Architects | Engineers
1101 Auburn Avenue
Cleveland, Ohio 44113
www.sixmoae.com
216.787.5400

STATE OF OHIO
PATRICK THORNTON
12818
REGISTERED ARCHITECT
Patrick E. Thornton, License #12818
Expiration Date 12/31/2023
Patrick E. Thornton
05.02.2023

General Notes

- 1. Field verify all relevant dimensions and conditions prior to construction or fabrication of any systems.



Conditional Use Application
3637 Lacon Road
Preliminary Development Plan

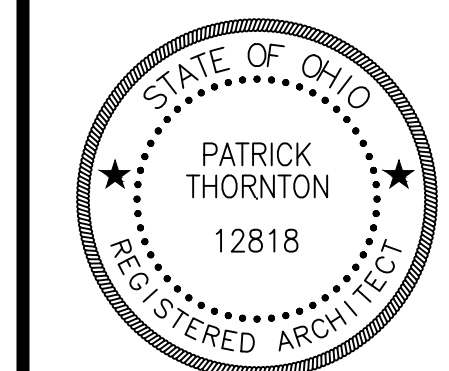
Site Demolition Plan
Site Demolition Plan and General Notes

Revisions:

2	5-2-2023 - Revised
1	4-26-2023 - Revised
0	4-5-2023 - Concept Sub

Project Number: 91100323
Drawn By: SIX
Checked By: PET
Date: 4-1-2023

SD-2



General Notes

- Field verify all relevant dimensions and conditions prior to construction or fabrication of any systems.

Legend

- NEW HEAVY-DUTY PAVING, THIS AREA
- NEW GRASS AREA

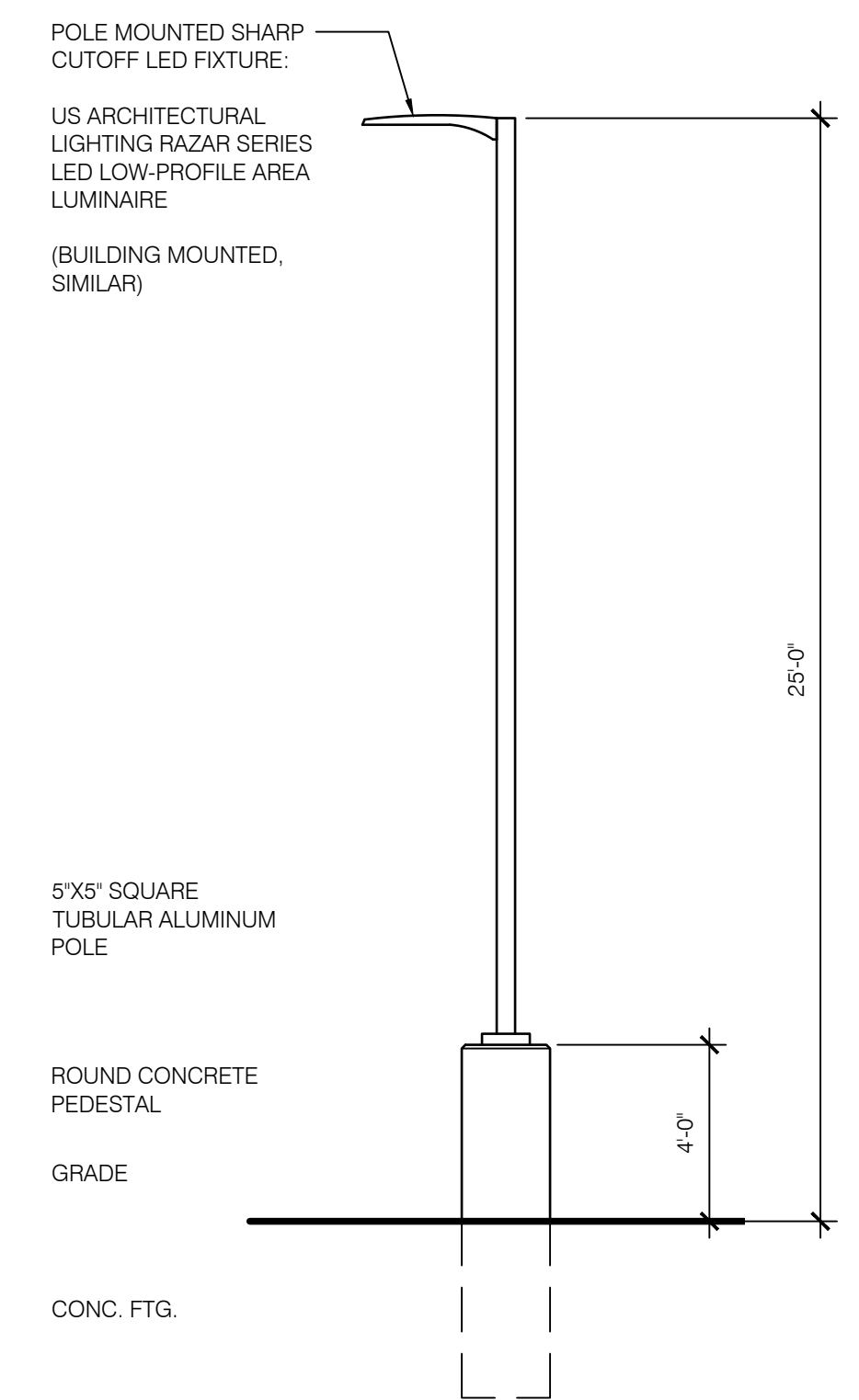
Parking Requirements

RESULTANT PROPERTY:

8,000 SF (NET FLOOR AREA) OF OFFICE SPACE	
42,750 SF (NET FLOOR AREA) OF WAREHOUSE	
1 SPACE PER 300 SF OF OFFICE	= 27 SPACES
1 SPACE PER 800 SF OF WAREHOUSE	= 54 SPACES
TOTAL SPACES REQUIRED	= 81
TOTAL SPACES PROVIDED	= 83

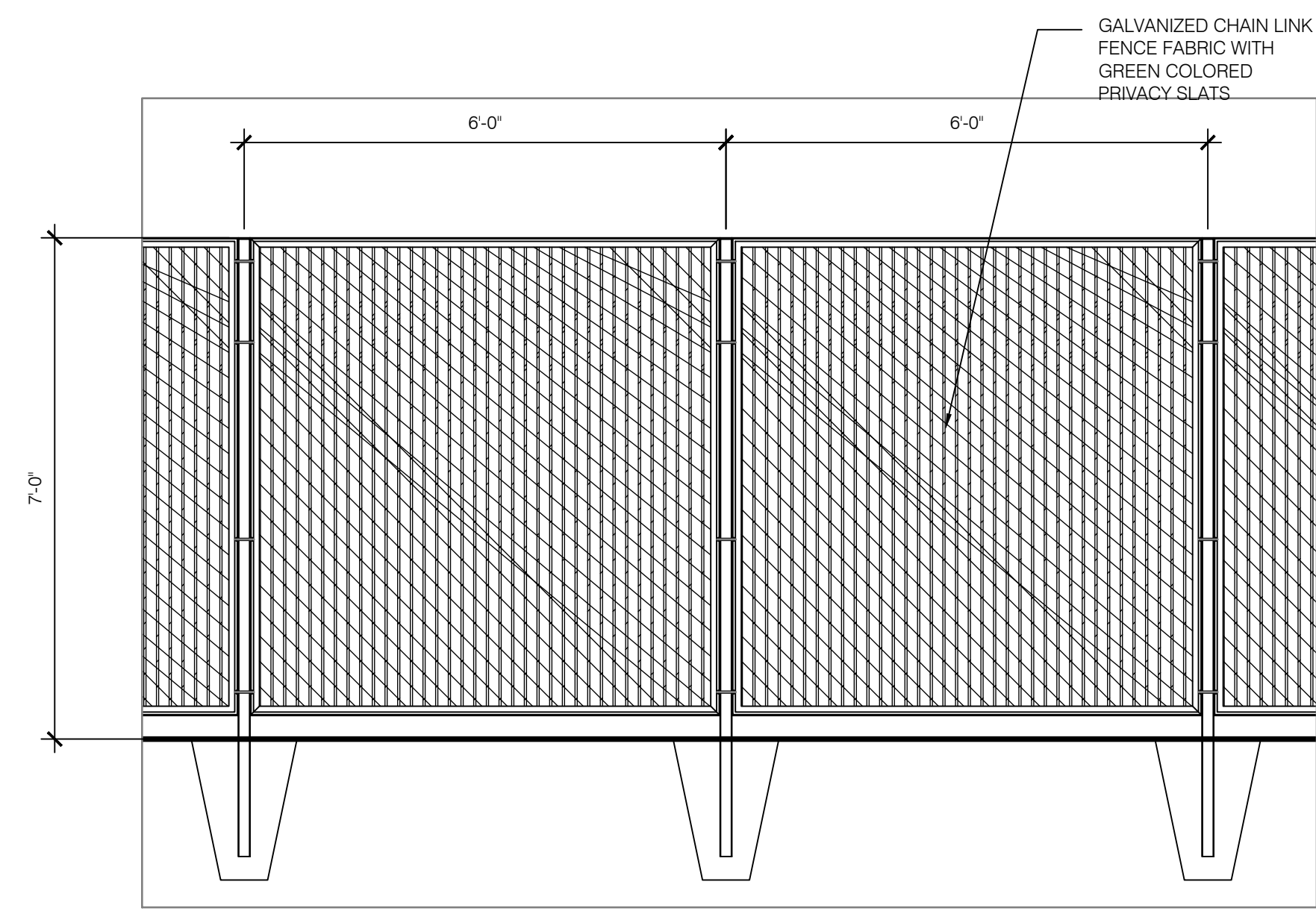
Buffer Requirements

- SUBJECT PARCEL ZONING CLASSIFICATION: M-1
- *INDUSTRIAL TYPE 1¹ PER TABLE 1125-6
 - ADJACENT USE (ACROSS EDGEWYN ONLY) : R-3 (SINGLE FAMILY HOMES)
 - *RESIDENTIAL TYPE 1¹ PER TABLE 1125-6
 - REQUIRED BUFFER TYPE (PER TABLE 1125-6): TYPE D
 - BUFFER REQUIREMENTS:
 - MINIMUM DEPTH WITH NO LANDSCAPING / SCREENING: 60' (N/A)
 - MINIMUM DEPTH WITH LANDSCAPING / SCREENING: 30'
 - LANDSCAPING / SCREENING REQUIREMENTS:
 - 7 LARGE TREES PER 100 LINEAR FEET
 - 4 SMALL TREES (MIN 50% EVERGREEN) PER 100 LINEAR FEET
 - 25 SHRUBS PER 100 LINEAR FEET
 - MINIMUM SCREEN HEIGHT - 6'
 - BUFFER FRONTAGE - APPROXIMATELY 320 LINEAR FEET
 - 23 LARGE TREES REQUIRED
 - 13 SMALL TREES REQUIRED
 - 80 SHRUBS REQUIRED
- ALL PLANTINGS TO BE SELECTED FROM HILLIARD DESIGN MANUAL SECTION 12.2 ALLOWABLE SPECIES.



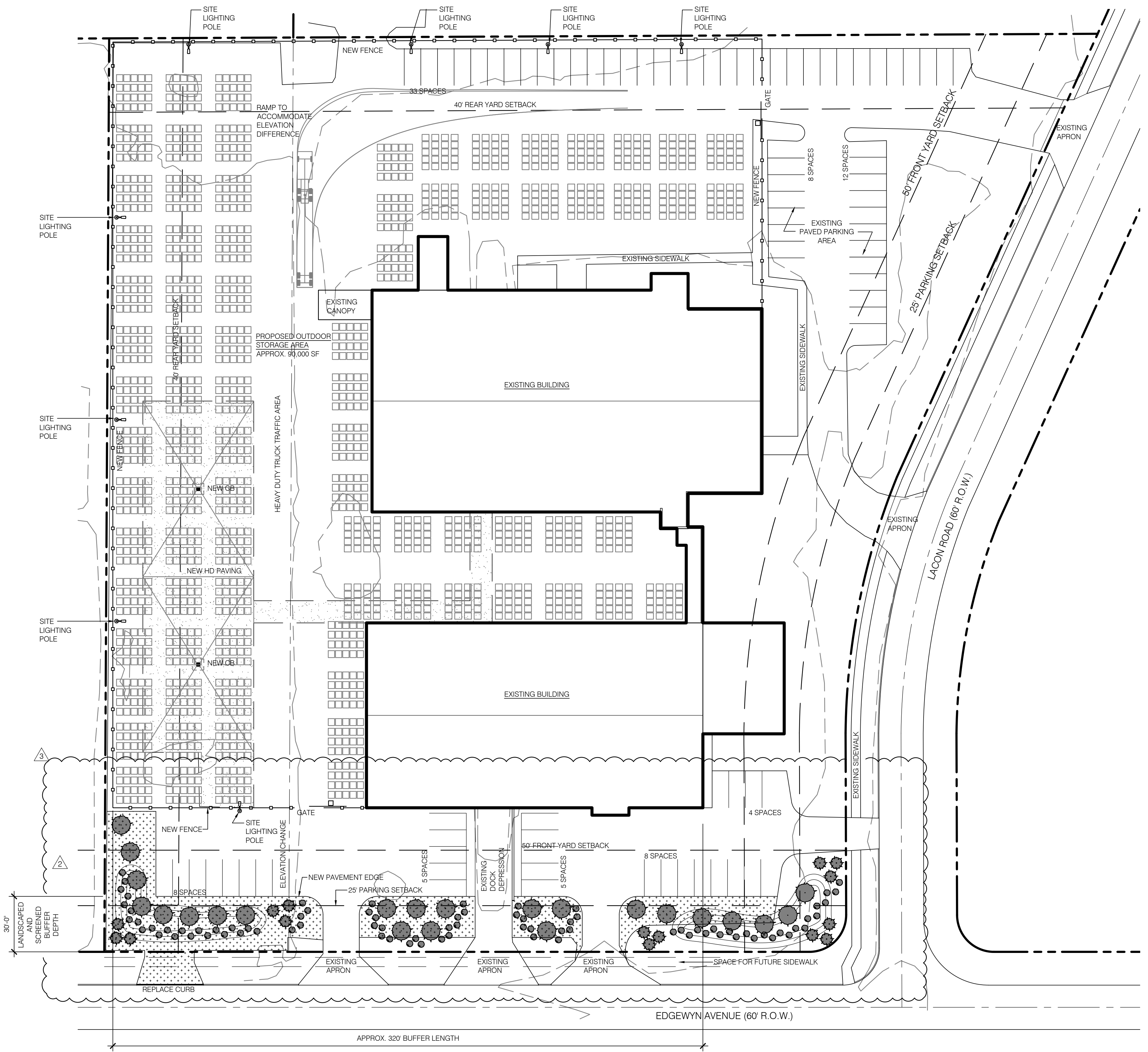
Typical Site Lighting Pole

Scale: 1/4" = 1'-0"



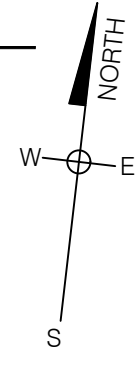
Fencing Detail

Scale: 1/2" = 1'-0"



Conceptual Development Plan

Scale: 1" = 30'-0"



Conditional Use Application

3637 Lacon Road
Preliminary Development Plan

Alternative Site Development Plan
Conceptual Development Plan, Notes and Details

Revisions:

3	5-9-2023 - Alt Plan
2	5-2-2023 - Revised
1	4-26-2023 - Revised
0	4-5-2023 - Concept Sub

Project Number: 91100323
Drawn By: SIX
Checked By: PET
Date: 4-1-2023

April 26, 2023

Mr. Carson Combs
Planning Manager
Hilliard Community Development Department
3800 Municipal Way
Hilliard, Ohio 43026
614.334.2548
ccombs@hilliardohio.gov

Re: PZ-23-14 – 3637 Lacon Road – 3637LAC Property LLC.

Mr. Combs,

This correspondence is intended to accompany a resubmittal / redesign of the above referenced project in order to address the issues brought forth by your department in your correspondence of April 14, 2023. To ease the review process, we have included the content of your above referenced letter in *italic text*, and have provided supplemental information in **bold text**.

- The property in question has numerous pending code violations. Please provide a signed and notarized statement from the grantee, transferee, mortgagee or lessee that acknowledges the receipt of such compliance order/notice of violation that fully accepts responsibility without condition for making corrections required by said compliance order/notice of violation as required by Section 1307.01(e).

Please find attached signed and notarized statement.

- *Please provide a brief narrative that describes the nature of the proposed use and the expected trip generation in # of vehicle trips per day for cars and trucks that will occur, as well as the number of employees.*

The proposed use of the facility is generally described as a Fortune 500 publicly traded building products distributor, including office space, indoor warehousing, and secure outdoor storage.

Vehicle trips – cars/light trucks:15-18 trips per day

Vehicle trips – Trucks: 8 trips per day (inbound freight: 2 trips per day; outbound freight: 6 trips per day)

Employees: 30

This information has also been added to the revised drawings (attached).



- *Please provide a calculation that indicates the percentage of the site that will be used for outdoor storage.*

The total site area: 218,748 sf

Total outdoor storage area: 95,656 sf

Percentage of site dedicated to outdoor storage: 44%

- *Please note that all existing driveway approaches and sidewalks for the site will need to be brought into compliance with the property maintenance code.*

It is the intent of the project to comply with this requirement.

- *The Zoning Code requires a tree survey that denotes all trees on the site that are 6 inches DBH or greater. Any trees to be removed must be replaced in accordance with the Code and be noted in submitted plans.*

It is our intent to comply with this requirement. We have an ALTA survey scheduled for the site, during which trees 6' DBH and greater will be located and identified. Any trees that are found to be within an area of general demolition will be noted and replaced in accordance with the Code. The scope of the project is such that any such tree removal is unlikely or of minor scale, but in any case the project will comply with the Code.

- *The Code permits a maximum fence height of 7 feet, and barbed wire is not permitted. Please also note that fencing is not permitted forward of the front building façade.*

The attached submittal and design have been revised to comply.

- *As this site has a total of seven curb cuts, any curb cuts not essential should be removed on the proposed plans.*

The latest revised (attached) development plan only utilizes essential existing curb cuts. No new cuts are proposed.

- *Site plans should be modified to remove any outdoor storage located forward of the building façade along Edgewyn Avenue due to its location facing a residential neighborhood. Pavement should either be removed or parking considered for existing paved areas.*

The attached submittal and design have been revised to comply.

- *Please consider parking lot landscaping, street trees and in installation of a sidewalk along Edgewyn Avenue that would bring the site into compliance with that aspect of the Zoning Code.*

These items have been considered along Edgewyn Avenue. At this time we have reserved space for, and indicated a future sidewalk.

- *Please provide an authorization form from the property owner that authorizes applicable representatives to make decisions on behalf of the property owner as part of the application.*

Architects
Engineers
Code Compliance
City Services

Cleveland Office
1101 Auburn Avenue
Cleveland, Ohio 44113
216-767-5400

Zanesville Office
534 Market Street
Zanesville, Ohio 43701
740-452-7434

Marietta Office
204 Front Street
Marietta, OH 45750
740-809-2444



Please find attached authorization.

Please review this document and feel free to contact me if you have any questions or comments in its regard. I am generally available between 8:00 AM - 5:00 PM EST in our office at 216-767-5400, extension 100, and always available via email at pthornton@sixmoae.com.

Sincerely,

A handwritten signature in blue ink that reads 'Pat E. Thornton'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Patrick E. Thornton, AIA
Principal
Sixmo, Inc.

RECORD OF ACTION



Planning & Zoning Commission

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

Thursday, May 11, 2023 | 7:00 pm

CASE 2: PZ-23-14 – 3637LAC PROPERTY LLC – 3637 LACON ROAD
PARCEL NUMBER: 050-002812 & 050-002862
APPLICANT: 3637Lac Property LLC, 3637 Lacon Road, Hilliard, OH 43026; c/o Patrick Thornton, 1101 Auburn Avenue, Cleveland, OH 44113.
REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04 for building material and lumber supply and 1123.17(c) for outdoor storage exceeding 10 percent of the total area of the site on 4.8 acres.

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

MOTION:

Ms. Nixon made a motion to approve a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04 for building material and lumber supply and 1123.17(c) for outdoor storage exceeding 10 percent of the total area of the site on 4.8 acres with the following five conditions:

- 1) That the western curbcut on Edgewyn Avenue is removed and that improvements are provided according to the revised site plan;
- 2) That no outdoor storage is permitted higher than the height of fencing and no storage of loose materials (such as sand or gravel or hazardous materials) are permitted to be stored as required by Section 1123.17(c);
- 3) That a revised lighting plan (including photometrics and details) and a tree preservation/ replacement plan that complies with Code are submitted as part of the civil plan review;
- 4) That final details specifications for the color and thickness/durability of the proposed fence screening is provided, subject to staff approval; and
- 5) That the southern curbcut on Lacon Road be repaired with concrete, subject to approval by the City Engineer.

Mr. Gutknecht seconded the motion.

VOTE:

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

STATUS:

Case #2: PZ-23-14 is approved (5-0) with five conditions.
A positive recommendation will be forwarded to City Council.

CERTIFICATION:

Carson Combs, Planning Manager

May 12, 2023

[END OF RECORD]

safe conditions for pedestrians; and to promote economic development by regulating the construction, alteration, repair, maintenance, size, location, and number of signs. It is further determined that to allow signs of excessive number and size in the City would unduly distract pedestrians and motorists, create potentially dangerous traffic conditions, and reduce the effectiveness of signs needed to direct the public. The regulations of this chapter are intended to provide reasonable identification for businesses and other uses within the community; **but are not intended to serve as a means of advertising.** Staff finds that a different level of scrutiny should be provided for window signage that directly advertises the business or products versus those that provide non-specific graphics as a means of decoration.

[END OF REPORT | PZ-23-8]

Mr. Lewie asked if the picture of the store window has been documented; Mr. Combs noted that all images in the presentations are maintained as public record for documentation. Shafiullah Syed stated that he has read and understands the conditions.

Vice Chair Schneck (seconded by Mr. Lewie) motioned to approve a sign variance under the provisions of Hilliard Code Section 1129.08 to permit window signage to exceed 10 percent of the window area with one condition:

- 1) That no additional increase in the area of window signage is permitted without approval by the Planning and Zoning Commission.

Status:	Approved (5-0) with one condition.
Mover:	Vice Chair Schneck
Secunder:	Mr. Lewie
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon

CASE 2: PZ-23-14 – 3637LAC PROPERTY LLC – 3637 LACON ROAD

PARCEL NUMBER: 050-002812 & 050-002862

APPLICANT: 3637Lac Property LLC, 3637 Lacon Road, Hilliard, OH 43026; c/o Patrick Thornton, 1101 Auburn Avenue, Cleveland, OH 44113.

REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04 for building material and lumber supply and 1123.17(c) for outdoor storage exceeding 10 percent of the total area of the site on 4.8 acres.

[Mr. Combs gave the staff report.]

BACKGROUND:

The proposed site includes two parcels totaling 4.761 acres located at the northwest corner of Lacon Road and Edgewyn Avenue. The site and properties to the north, east and west are zoned M-1, Restricted Industrial District. Properties to the south on the other side of Edgewyn Avenue are residences zoned R-3, Moderate Density Residential District as part of the Beacon Subdivision. The site is the location of the former Bruner Corporation and includes two buildings located at 3637 Lacon Road (Parcel #050-002812), as well as the industrial building located at 4510 Edgewyn Avenue (Parcel #050-002862). On December 22, 2022, a Code Enforcement letter regarding general property maintenance was sent regarding complaints about the properties. A final notice was sent on March 29, 2023.

The applicant is requesting conditional use approval for the purposes of outdoor storage of materials/products in excess of the 10% maximum site area allowed by the Code and for a construction use (building material and lumber supply) within the M-1 District.

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 disposition. If approved, the applicant may then proceed with civil plan approval and applicable building permits for the improvements. A zoning certificate is required prior to operation for the change in use.

STAFF RECOMMENDATION:

Staff finds that the proposed conditional use will be consistent with the intent and purposes of the Zoning Code, will be compatible with the character of the general vicinity, and will not impede the normal and orderly development and improvement of the surrounding property. Staff finds that the location and scale of the use within the building and the nature and intensity of the proposed operations will not impact adjacent properties or the surrounding area and will address growing property maintenance issues on the site through the proposed improvements. Based on these findings, consistent with the provisions of Code Chapter 1123, staff recommends approval of the proposed conditional use as amended below with the following four conditions:

- That the existing truck ramp and two east curb cuts along Edgewyn Avenue are removed to improve access management and circulation as identified in this report;

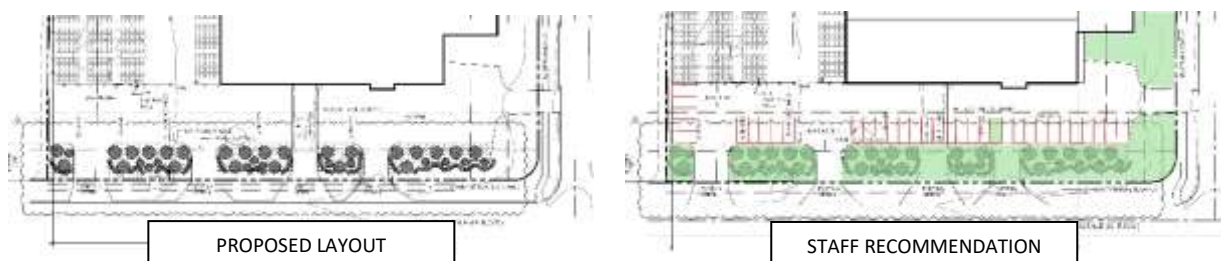
- That no outdoor storage is permitted higher than the height of fencing and no storage of loose materials (such as sand or gravel or hazardous materials) are permitted to be stored as required by Section 1123.17(c);
- That a revised lighting plan (including photometrics and details) and a tree preservation/replacement plan that complies with Code are submitted as part of the civil plan review; and
- That final details specifications for the color and thickness/durability of the proposed fence screening is provided, subject to staff approval.

CONSIDERATIONS:

- **Outdoor Storage Criteria.** In addition to the general criteria for conditional uses, Section 1123.17(c) includes the following specific criteria for outdoor storage accessory to an allowed principal use:
 - ✓ Outdoor storage and display shall be arranged to provide safe pedestrian and vehicular circulation and emergency access free of all obstructions.
 - ✓ A drive shall be provided, graded, paved and maintained from the street permitting free access of emergency vehicles at any time.
 - ✓ Sales or outdoor display of merchandise shall not be permitted within required setback areas.
 - ✓ Storage and display areas on parking lots shall not reduce available parking spaces to fewer than required by Code.
 - ✓ No outdoor display or parking serving an outdoor display shall be located within 75 feet of any residential district boundary line or residential use.
 - ✓ Storage of soil, sand, mulch or similar loosely packaged materials shall be contained and covered to prevent blowing onto adjacent properties (outdoor storage of fertilizers, pesticides and other hazardous materials unless packaged in approved containers is prohibited).
 - ✓ A sight-obscuring screen that meets maximum fence height requirements for the zoning district may be required. Outdoor storage may not be piled or stacked higher than the obscuring screen.
 - ✓ Outdoor display and sales areas shall be paved with a permanent, durable and dustless surface and shall be graded/drained to dispose of surface water.
 - ✓ All loading and truck maneuvering shall be accommodated on-site or on a dedicated easement. Maneuvering in the public right-of-way is prohibited.
 - ✓ Security lighting may be required. All lighting shall be shielded from residential areas and adhere to the Hilliard Design Manual.
- **Additional Code Criteria.** Code Section 1123.04 also states that reasonable conditions may be imposed on the approval of a conditional land use to achieve the following:
 - (1) Ensure public services and facilities affected by the proposed use or activity will be capable of accommodating increased service and facility loads necessitated by the proposed use.
 - (2) Ensure that the use is compatible with adjacent conforming land uses and activities.
 - (3) Protect natural resources; the health, safety, and welfare; and the social and economic well-being of those who will use the land or activity under consideration, the residents, business owners and landowners immediately adjacent to the proposed use or activity, and the community as a whole.
 - (4) Relate to the valid exercise of the police power and purposes which are affected by the proposed use or activity.
 - (5) Meet the purpose of the zoning code, comply with the standards established in the code for the land use or activity under consideration and comply with the zoning district standards.
- **Land Use.** The applicant is proposing to utilize the site for a construction-related use (building materials) and will have an 8,000-square foot office component. The applicant is proposing to consolidate operations into this site from other locations and is requesting conditional use approval. Code permits outdoor storage up to 10% of the property and then requires conditional use approval for additional storage space. This

proposed plan includes 44% of the site (95,656 square feet) for outdoor storage as specified on the submitted plans.

- **Traffic Impacts.** The proposed use will include approximately 30 employees. The applicant expects to generate two inbound and six outbound freight shipments daily by semi, as well as 15-18 car/light truck trips per day. The proposed use is within an industrial area that includes significant truck traffic.
- **Parking.** Code requires a maximum of 81 parking spaces for the proposed office and warehouse use. Based on usable floor area (UFA) the final Code requirement will be less, and the site as currently paved has additional capacity. The outdoor storage area will include the removal of 32 spaces from the north side of the building to be replaced with 28 spaces along Edgeway Avenue.
- **Access.** The site currently includes a total of three curbcuts along Lacon Road and four curbcuts along Edgwyn Avenue. The proposed outdoor storage yard addresses turning radii and access for semi trucks and emergency vehicles as required by Code. Staff recommends removing the truck ramp and eliminating two curbcuts with one-way circulation to improve access management and to maximize the residential buffer.



- **Code Enforcement.** The parcels proposed for redevelopment have many property maintenance issues pending with Code Enforcement. The proposed conditional uses will result in the removal of the western building at 4510 Edgwyn Avenue and the elimination of two building connectors for the creation of the fenced service yard. Development as proposed will improve the site and address outstanding enforcement issues.
- **Tree Preservation.** Construction of the proposed service yard will remove protected trees within the center of the building. The applicant will be responsible for submitting tree preservation/replacement plans as part of the civil review for the proposed improvements. Replacement trees should be incorporated in appropriate locations along the Lacon Road frontage.
- **Landscape Buffering.** Existing pavement along Edgwyn Avenue will be removed to implement a 30-foot landscape buffer to screen residents on the south side of the street. The buffer is required by Code to include seven large trees, four small trees and 25 shrubs for every 100 linear feet and will be finalized as part of the civil plan review for the site.
- **Fencing.** A 7-foot chain link fence is proposed to enclose the service yard that complies with Code requirements. The fencing will include screening fabric with green privacy slats to obscure the outdoor storage yard from adjacent properties. Final details for the fencing screening, including color and durability, should be provided as part of the fence permit.
- **Lighting.** Proposed security lighting for the outdoor storage area includes 25-foot tall poles with LED cutoff fixtures. Section 1127.04(b)(10) limits lighting within an industrial district to a maximum height of 20 feet when adjacent to residential districts. The light pole closest to Edgwyn Avenue that illuminates the service yard must be revised to meet Code and an updated lighting plan with photometrics will be necessary as part of the civil plan review.
- **Signage.** No identification signage has been proposed at this time. All signage will comply with Code or be brought back to the Commission for consideration.

[END OF REPORT | PZ-23-14]

Chairman Muether asked if the loading dock was existing and Mr. Gutknecht asked about traffic; Mr. Combs confirmed and noted that the dock is an existing condition and that any permitted business would be able to use the dock as part of operations and load trucks. He noted that information provided by the applicant noted that they expect to have a total of 8 large trucks per day loading or unloading within the service yard. He said that approximately one dozen smaller vehicles/trucks are also expected.

Patrick Thornton, representative for the applicant, indicated that he has been working with staff and that he understands the conditions in the report.

Lonnie Wells, property owner on Edgewyn Avenue, said he has owned his property for decades and has concerns about the type of business. He voiced concerns with parking on both sides of the street and parents picking up children at school. He said he has concern about semis trying to back into the street. He noted that the loading dock is in a deteriorated condition and would like to see it relocated to another side of the building; Mr. Talentino clarified that the business is a roofing company and that the outdoor storage would be used to maintain pallets of shingles. He said the storage area would be located behind the face of the building and that there would be increased open space.

Mary Corvo, 3569 Edler Street, expressed concerns about school buses, semis and trucks. She said that the area is residential and there is too much traffic.

Ms. Hale asked if the landscaping along Edgewyn Avenue would include mounding; Mr. Combs verified that there is mounding included with the removed pavement and expanded landscape buffer.

Ms. Nixon (seconded by Mr. Gutknecht) motioned for approval of a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04 for building material and lumber supply and 1123.17(c) for outdoor storage exceeding 10 percent of the total area of the site on 4.8 acres.

- 1) That the western curb cut on Edgewyn Avenue is removed and that improvements are provided according to the revised site plan;
- 2) That no outdoor storage is permitted higher than the height of fencing and no storage of loose materials (such as sand or gravel or hazardous materials) are permitted to be stored as required by Section 1123.17(c);
- 3) That a revised lighting plan (including photometrics and details) and a tree preservation/ replacement plan that complies with Code are submitted as part of the civil plan review;
- 4) That final details specifications for the color and thickness/durability of the proposed fence screening is provided, subject to staff approval; and
- 5) That the southern curb cut on Lacon Road be repaired with concrete, subject to approval by the City Engineer.

Status:	Approved (5-0) with five conditions.
Mover:	Tracey Nixon
Secunder:	Eric Gutknecht
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon



Resolution: 23-R-41

**Adopted:
Effective:**

AUTHORIZING THE CONDITIONAL USE FOR BUILDING MATERIAL AND LUMBER SUPPLY AND OUTDOOR STORAGE ACCESSORY TO A PERMITTED USE EXCEEDING TEN PERCENT OF THE TOTAL AREA OF THE LOT OR PARCEL AT 3637 LACON ROAD WITHIN THE M-1, RESTRICTED INDUSTRIAL 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 April 5, 2023, a completed application for the review of a conditional use request for "Building Material and Lumber Supply" and "Outdoor Storage Accessory to a Permitted Use Exceeding Ten Percent of the Total Area of the Lot or Parcel" for the property at 3637 Lacon Road (Parcels #050-002812 and #050-002862) was submitted to the Planning Director in accordance with Hilliard Code Section 1123.02; and

WHEREAS, the Planning and Zoning Commission on May 11, 2023, reviewed the request for a conditional use to permit "Building Material and Lumber Supply" and "Outdoor Storage Accessory to a Permitted Use Exceeding Ten Percent of the Total Area of the of the Lot or Parcel" within the M-1, Restricted Industrial District for the property located at 3637 Lacon Road under the provisions of Hilliard Code Section 1123.03, 1123.04 and 1123.17(c); 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. 3637Lac Property LLC. located at 3637 Lacon Road (Parcels #050-002812 and #050-002862) is granted a conditional use for "Building Material and Lumber Supply" and "Outdoor Storage Accessory to a Permitted Use Exceeding Ten Percent of the Total Area of the Lot or Parcel" and will comply with the provisions of Hilliard Code Section 1123.17(c) 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

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-41** 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: Authorizing Conditional Use - 4000 Parkway Lane
From: Michelle Crandall, City Manager
Initiated by: Carson Combs, Planning Manager, Planning Division
 John Talentino, Planning Director, Planning Division
Meeting Date: May 22, 2023

Executive Summary

The proposal is for the approval of a Conditional Use request for 4000 Parkway Lane to allow “Indoor Commercial Recreation” to permit specialized/personalized athletic training in the warehouse space of the former Sports Imports building.

Staff Recommendation

Staff recommends that Council adopt this resolution based on the finding that the proposed conditional use generally meets the requirements and intent of the Code and the standards set forth for indoor recreation uses in the B-4 District.

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 May 11, 2023, the Planning and Zoning Commission considered a conditional request to allow approximately 8,319 square feet of the former warehouse for use as a small-group personalized training area for sports participants, focusing on lacrosse and soccer. No sporting events/matches are permitted in the facility as part of the conditional use. The remainder of the building will be used for administrative office space, retail and storage associated with the sports league, which holds leagues and matches at its Easton location. Opportunity was made available for public input, and the Commission voted to approve the request (5-0). The Commission recommended the following conditions:

1. That a parking variance is obtained from the Board of Zoning Appeals concerning the proposed conditional use;
2. That the indoor commercial recreation area is limited to general sports and athletic training and that no matches/events are permitted;
3. That the 8,319-square foot indoor commercial recreation space (including weight/speed training and lacrosse/soccer training) is limited to a maximum of 40 persons;
4. That the existing dumpster pad on the south side of the building is screened per Code and that the required fence permit is obtained prior to installation; and
5. That should the proposed use create traffic congestion issues within the public right-of-way, the conditional use approval may be reconsidered by City Council.

The applicant has indicated that session sizes will include a maximum of 15 students for weight/speed training and 15 students within the training field area. The sessions will include an expected maximum of 7 staff/trainers. 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 move forward with building and zoning reviews necessary for renovations prior to operation.

Attachments

[Conditional Use Plans. 4000 Parkway Ln](#)

[Record of Action.4000 Parkway Ln](#)

[P&Z Draft Minutes. 4000 Parkway Ln](#)

[Resolution No. 23-R-42 \(Authorizing Conditional Use - 4000 Parkway Lane\) - Pdf](#)

Preliminary Floor Plan for Resolute Lacrosse, LLC (14,484± SF Total)

1,300 sf UFA / 250 = 5.2 OCC

2,000 sf UFA / 800 = 2.5 OCC

Retail Area (1,300± SF)

Warehouse Area (3,000± SF)

Training / Recreation Areas (8,319± SF)

8,319 UFA / 50 = 167 OCC



Lyman Drive

Parkway Lane

Agenda Item B.5.

General Office Area (1,865± SF)

1,609 sf UFA / 300 = 5.3 OCC

3 potential additional employee-only parking spaces in former truck loading area

3 potential additional parking spaces in former truck loading area

CONFERENCE = 2

PARKING SPACE TALLY ASSUMING 'A' USE

+ 5.2
+ 5.3
+ 2
+ 2.5
+ 167/3 = 56
= 71 PARKS

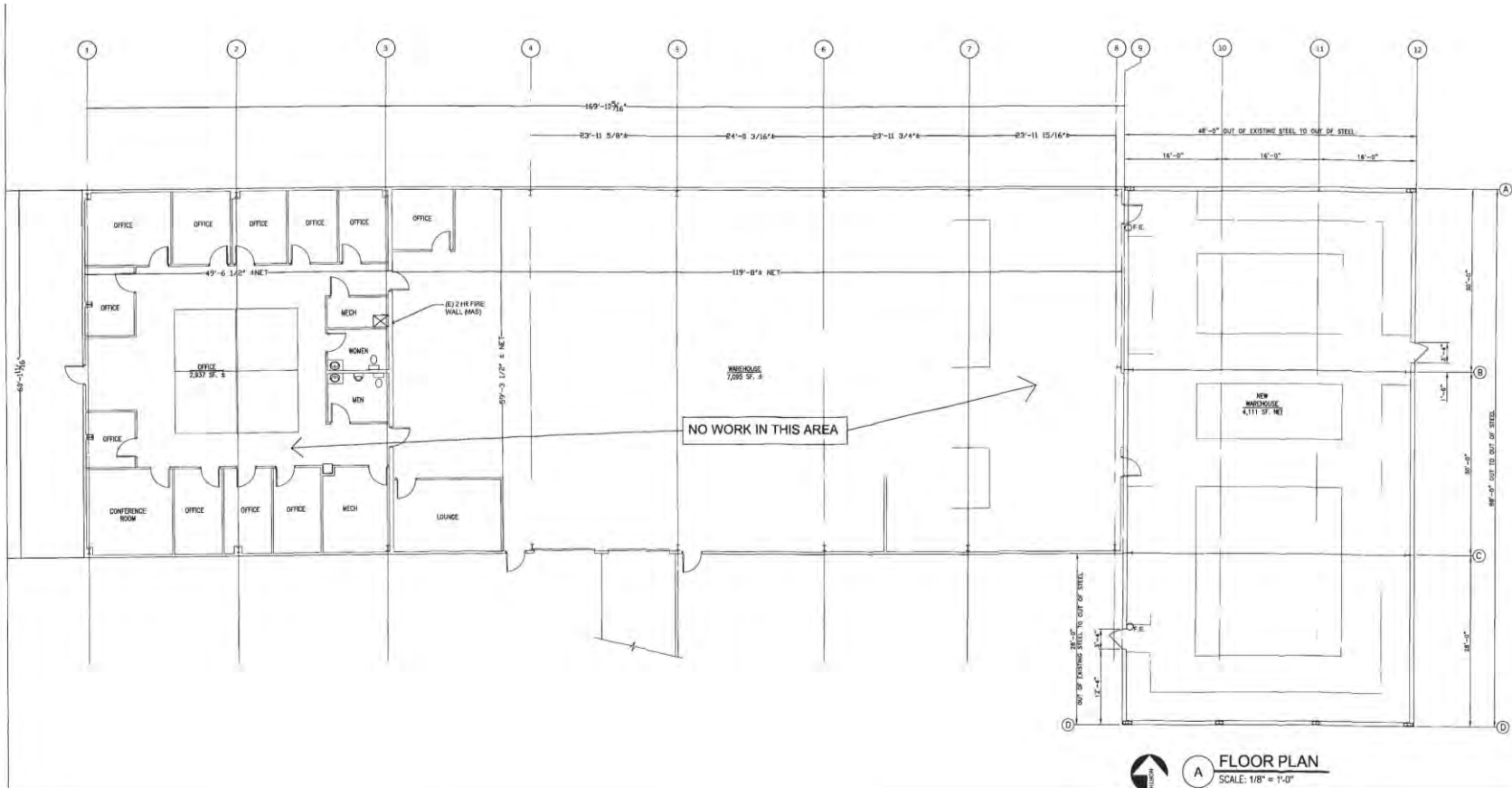
Automobile Parking (no semi-trucks will be used)

- 24 Existing Spaces
- 30+ Potential Spaces by using 6 already-paved, underutilized, existing parking areas

The information contained herein has been obtained from sources we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it.

4000 Parkway Lane
Hilliard, OH 43026

Existing Floor Plan



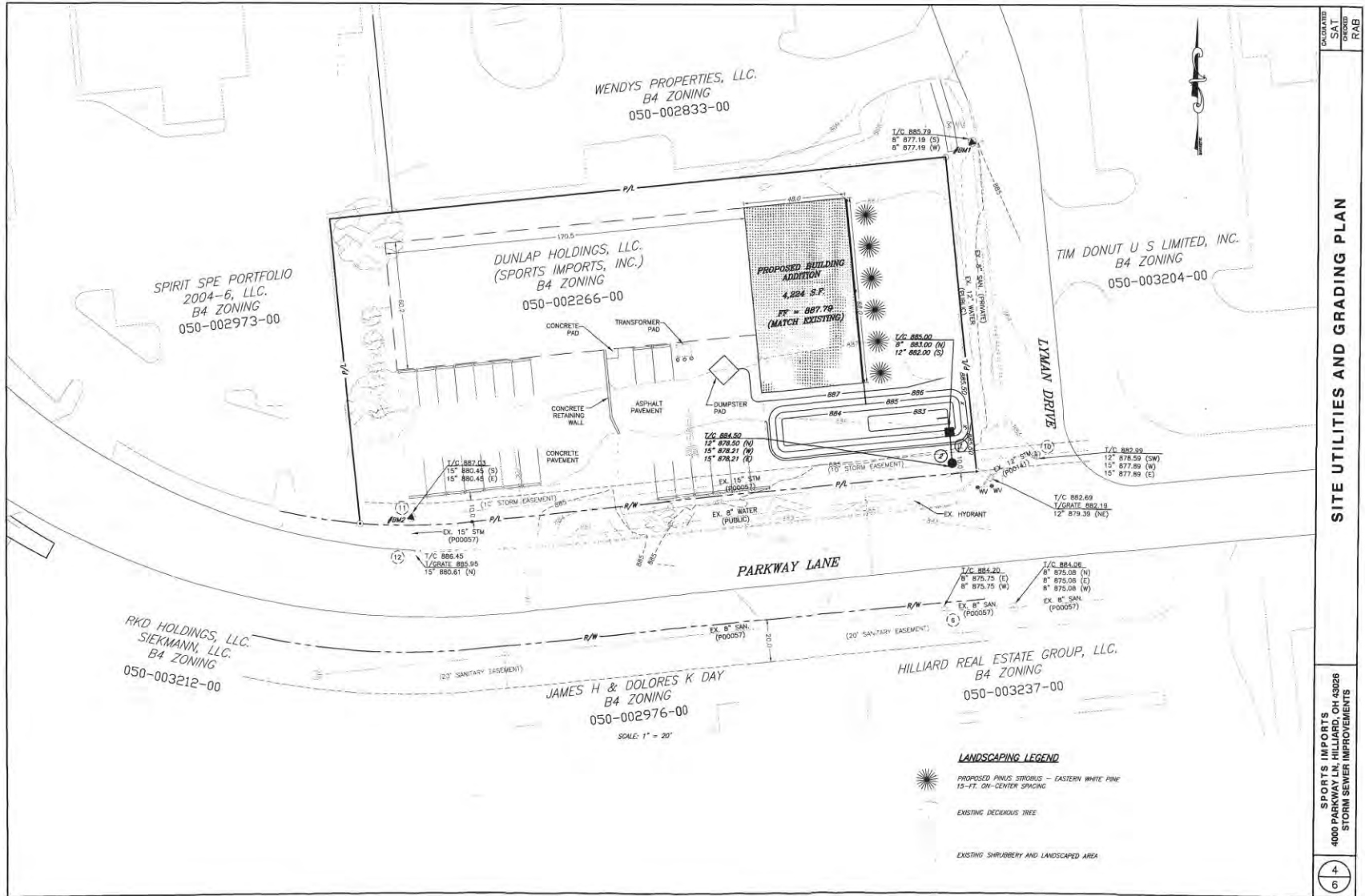
DESIGNNetwork
Discover, I
411 follows avenue, west jafferson, ohio 43182

REVISIONS	

DATE	3.1.20
JOB NUMBER	172!
SHEET NUMBER	

A1
Agenda Item B.5.

Existing Site Plan Showing 22 Auto Parking Spots (although today we estimate the property already has 24 to 30 existing auto parking spots)



Aerial Photo Showing New Dumpster Location That Now Allows for 24 Current & Existing Auto Parking Spaces



4000 Parkway Lane – Conditional Use for Resolute Lacrosse

Who is Resolute Lacrosse:

Based in Columbus, Ohio [Resolute Lacrosse](#) is a leader in athletic training and development for various sports, with a focus on lacrosse. Founded in 2009 by Ohio State varsity lacrosse alumni and Major League Lacrosse all-stars Greg Bice and Anthony Kelly, Resolute Lacrosse hosts position clinics, training sessions, individual lessons, coaching clinics, elite teams & camps! Resolute Lacrosse offers high level coaching and training by equipped and knowledgeable coaches.

The owners of Resolute Lacrosse are also part owners of [The Resolute Athletic Complex \(RAC\)](#) at Easton, which is a 74,000 athletic facility. The RAC offers a variety of options to serve central Ohio for athletic training and play, school field trips, birthday and team parties, fundraisers, and corporate team events. The RAC offers three indoor turf fields, a small-group training area, a fitness center as well as an upper-level mezzanine for spectators and a dedicated gathering area. The intention is to keep this location as the primary use facility and add 4000 Parkway Lane as a secondary location to facilitate back-office operations as well as small events and reduced size training sessions.

Why Resolute Lacrosse chooses 4000 Parkway Lane for their 2nd location:

Resolute Lacrosse is just a small piece of what makes the Resolute Athletic Complex (RAC) at Easton operate successfully. The RAC facility is primarily (85%) soccer teams playing in in-house leagues as well as youth soccer clubs. Resolute Lacrosse currently rents space from the RAC for limited times during the winter to host indoor box lacrosse leagues and tournaments, box elite team practices and our high school leagues. The intention is to continue to use the RAC for these larger spectator and player-heavy events and relocate to 4000 Parkway Lane lacrosse operations, office employees, warehousing of uniforms/equipment and utilize additional training areas for our athletes. The addition of a lacrosse-focused retail space is also envisioned for the new facility to provide an added advantage for athletes. 4000 Parkway Lane also provides Resolute Lacrosse with a dedicated space for athletes to work on positional training, small group learning and individual training sessions. This will include on-field training as well as off-field training such as weight and speed work.

The operations envisioned for 4000 Parkway Lane will be vastly different from the current operations of the RAC at Easton. The RAC has an estimated 300,000 visitors/players each year. With three full-sized indoor fields, and mainly operates league play with roughly 30+ people on each of the 3 fields, every hour each evening.

The goal of the new training space at 4000 Parkway Lane is to utilize off-peak hours for small group training for athletes of all ages. Operations will occur on weekday evenings from roughly 4:00 PM until 10:00 PM. On weekends the training space will operate from roughly 8:00 AM until 10:00 PM.



The employee office area will only be used weekdays from 8:00 AM until 3:00 PM by 7 full-time staff. During those hours there will be approximately 7 to 10 cars regularly parked in the lot, and additional spots would only be used in the rare event of an onsite meeting.

Facilities Management:

4000 Parkway Lane currently has 24 existing parking spaces. Future plans include limiting the occupancy of the building so that parking needs do not exceed existing spaces at any given time. There is also a plan in place to create 6+ additional parking spaces by restriping the asphalt/concrete areas that already exist. We are confident that we will not need more parking spaces than the ones that already exist. Please note that the building currently has a dock door and a drive-in door which will not be utilized as there is no use for semi-trucks or large vans. In the unlikely event additional parking is needed, the truck loading and truck maneuvering areas can be used for additional designated parking areas for facility staff.

Please see the attached schedule for an overview of what foreseen daily operations would look like in terms of parking lot usage. We anticipate that no more than 20 parking spots will ever be in use simultaneously. If the space does have what we estimate to be approximately 24 to 30 existing parking spaces, there should be a cushion in the unlikely event of the temporary need for additional parking. Additionally for training purposes, we will use the space for athletes only, eliminating spectators and thereby freeing up additional parking. We will encourage all patrons to both carpool and simply drop off and pick up their athletes, which will also help reduce the number of vehicles in the parking lot.

Benefits to the Community:

Resolute Lacrosse has had a presence in central Ohio since 2009. Through the last 14 years, it has been our primary priority to help develop athletes into better people. Athletic training is secondary to improving character, integrity and purpose. We also are proud to offer a facility with numerous opportunities for personal and athletic growth, community collaboration and a safe place for student athletes. Although our mission is to serve others, we are filled with gratitude for the profound positive impact that the greater Columbus athletic community has had on our personal lives. In this spirit, our goal with the new space is to continue to give back by expanding current opportunities to reach additional communities, impact more athletes and provide greater training services. We are proud to make a new home for our business in Hilliard and look forward to the mutual benefits that will accompany this new partnership.



Resolute Lacrosse, LLC

Estimated Auto Parking Spaces Needed at 4000 Parkway Lane, Hilliard, OH

WEEKDAY SCHEDULE		
WEEKDAY - DAYTIME (8:00 AM to 4:00 PM)		
Area of Facility	Time	Cars
Office Space	8:00 AM - 3:00 PM	7
Training / Recreation Space	8:00 AM - 3:00 PM	0 - Space will not be used
Possible Retail	11:00 AM - 7:00 PM	3 (1 Employee & 2 reserved parking spots for customers)
		TOTAL ESTIMATED PARKING SPOTS USED: <u>10 to 12</u>

WEEKDAY - EVENINGS (3:00 PM to 10:00 PM)		
Area of Facility	Time	Cars
Office Space	3:00 PM - 10:00 PM	0 - No office workers in evening
Training / Recreation Space	4:00 PM - 10:00 PM	10 - 11 per session with a 15 minute transitional period between groups
Possible Retail	11:00 AM - 7:00 PM	3 (1 Employee & 2 reserved parking spots for customers)
		TOTAL ESTIMATED PARKING SPOTS USED: <u>10 to 13</u>

WEEKEND SCHEDULE		
WEEKEND - ALL DAY (8:00 AM to 10:00 PM)		
Area of Facility	Time	Cars
Office Space	N/A - Closed	0 - No office workers on weekends
Training / Recreation Space	8:00 AM - 10:00 PM	10 - 11 per session with a 15 minute transitional period between groups
Possible Retail	11:00 AM - 7:00 PM Saturday	3 (1 Employee & 2 reserved parking spots for customers)
	12:00 PM - 5:00 PM Sunday	3 (1 Employee & 2 reserved parking spots for customers)
		TOTAL ESTIMATED PARKING SPOTS USED: <u>10 to 13</u>

Weekday Training Space Schedule w/ Transition Times	Weekend Training Space Schedule w/ Transition Times
TIME: 4:00 PM - 10:45 PM	TIME: 8:00 AM - 10:00 PM
4:00 to 5:00 - Training Session	8:00 to 9:00 - Training Session
5:00 to 5:15 - Transitional Time	9:00 to 9:15 - Transitional Time
5:15 to 6:15 - Training Session	9:15 to 10:15 - Training Session
6:30 to 6:45 - Transitional Time	10:15 to 10:30 - Transitional Time
6:45 to 7:45 - Training Session	10:30 to 11:30 - Training Session
7:45 to 8:00 - Transitional Time	11:30 to 11:45 - Transitional Time
8:00 to 9:00 - Training Session	11:45 to 12:45 - Training Session
9:00 to 9:15 - Transitional Time	12:45 to 1:00 - Transitional Time
9:15 to 10:15 - Training Session	1:00 to 2:00 - Training Session
10:15 to 10:45 - Clean Up and Close	2:00 to 2:15 - Transitional Time
	2:15 to 3:15 - Training Session
	3:15 to 3:30 - Transitional Time
	3:30 to 4:30 - Training Session
	4:30 to 4:45 - Transitional Time
	4:45 to 5:45 - Training Session
	5:45 to 6:00 - Transitional Time
	6:00 to 7:00 - Training Session
	7:00 to 7:15 - Transitional Time
	7:15 to 8:15 - Training Session
	8:15 to 8:30 - Transitional Time
	8:30 to 9:30 - Training Session
	9:30 to 10:00 - Clean Up and Close

****Please note that most training sessions will take place outside of normal business hours and on weekends****



April 26, 2023

Anthony Kelly, Founder
Resolute Lacrosse
3599 Chiller Lane
Columbus, OH 43219

RE: 4000 Parkway Lane

Dear Anthony:

Thank you for providing us the opportunity to advise you on the proposed conditional use you are pursuing for a new lacrosse training facility in Hilliard, OH. We are in receipt of the City's comments as supplied by Dax Hudson, of Lee and Associates, and can offer the following comments to the zoning board.

The property at 4000 Parkway Lane is approximately 14,484 gross s.f. The previous use was warehouse/business and is proposed to be a recreational use as defined in the current zoning code, and a Mixed use occupancy of Business/Warehouse/Assembly use according the Ohio Building Code. This facility is for private training and skill development for lacrosse players. There will be no games played and there will not be any spectators. The occupancy is proposed to be limited due to the nature of the use planned in this building.

- The building as existing appears to be reasonably suited for the proposed use. The owner will need to install a fire barrier within the building to limit the assembly use fire area. We would still need to review HVAC and electrical systems for compliance. Any further improvements would be designed according to current building code requirements.
- The current building is not suppressed at this time. If we separate the assembly space from the business use with a fire barrier, the building will not be required to be sprinklered.
- The Hilliard zoning code classifies the use of this building as recreational use, requiring 1 parking space per every 3 occupants in the training area. The current training space load, as calculated according to the Ohio Building Code, would allow 167 occupants in this training area at one time, as currently planned. However the potential owner of this building intends to have a substantially lower occupancy in the building and will post this reduced occupant load in the building. The anticipated occupancy of this building would not exceed 58 at any one time. They intend to apply for a parking variance to reflect their decreased occupant load. The potential owner also schedules training on a staggered schedule to reduce the amount of car traffic throughout the day.
- The potential owner would be happy to assist in funding the requested ADA curb ramp and would propose to offer \$1,500 to the City for the construction of this ramp

Sincerely,
OHM Advisors

Jennifer Carney Triplett
Architect, Principal



OHM Advisors

580 NORTH FOURTH STREET, SUITE 610
COLUMBUS, OHIO 43215

T 614.418.0600
F 614.418.0614

OHM-Advisors.com

EXP. 12/31/23



Don Schonhardt, Mayor

3800 Municipal Way, Hilliard, Ohio 43026 | Phone 614.876.7361 | www.hilliardohio.gov

**Planning and Zoning Commission
Record of Action
April 12, 2018 Meeting**

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

CASE 6: 18-0358LC – Sports Imports – 4000 Parkway Lane

PARCEL NUMBER: 050-002266

APPLICANT: Dunlap Holdings c/o Jamie Reiser, 4000 Parkway Lane, Hilliard, Ohio 43026.

REQUEST: Review & approval of minor changes to a Level “B” site plan under the provisions of Hilliard Code Chapter 1131 to permit a 4,224-square-foot building addition.

MOTION: Mr. Muether made a motion to approve CASE 6: 18-0358LC – Sports Imports – 4000 Parkway Lane for minor changes to a Level “B” site plan under the provisions of Hilliard Code Chapter 1131 to permit a 4,224-square-foot building addition with the following 5 conditions:

- 1) That Board of Zoning Appeals approval concerning the proposed addition is obtained;
- 2) That public sidewalks meet the City’s specifications and are installed with the building expansion;
- 3) That landscape plans are revised to specify trees and shrubs consistent with Section 12.2 of the Hilliard Design Manual;
- 4) That a site lighting plan demonstrating that all fixtures will be cut-off type and that light trespass onto adjacent properties or rights-of-way will be eliminated is submitted with the application for a building permit; and
- 5) That signage conforms to the provisions of the Zoning Code.

Mr. Bergefurd seconded the motion.

VOTE:

Ms. Nixon	Yes
Mr. Muether	Yes
Chairman Movshin	Yes
Mr. Bergefurd	Yes
Mr. Uttley	Yes
Mayor Schonhardt	Yes



Don Schonhardt, Mayor

3800 Municipal Way, Hilliard, Ohio 43026 | Phone 614.876.7361 | www.hilliardohio.gov

**Board of Zoning Appeals
Board Order
April 19, 2018 Meeting**

The Board of Zoning Appeals took the following action at this meeting:

CASE 1: 18-0082AC – Sports Imports – 4000 Parkway Lane

PARCEL NUMBER: 050-002266

APPLICANT: Dunlap Holdings c/o Jamie Reiser, 4000 Parkway Lane, Hilliard, Ohio 43026.

REQUEST: Review and approval of expansion of a nonconforming use under the provisions of Hilliard Code Chapter 1137, and a variance from the provisions of Code Section 1111.03(b) to reduce the minimum front yard for a 4,224-square-foot building addition.

MOTION: Mr. Piper made a motion to approve CASE 1: 18-0082AC – Sports Imports – 4000 Parkway Lane for an expansion of a nonconforming use under the provisions of Hilliard Code Chapter 1137, and a variance from the provisions of Code Section 1111.03(b) to reduce the minimum front yard for a 4,224-square-foot building addition with the following 2 conditions:

- 1) That all conditions of Planning and Zoning Commission approval on April 12, 2018 are met; and
- 2) That the minimum building setback is not less than 49 feet from the Lyman Drive right-of-way line and not less than 47 feet from the Parkway Lane right-of-way line.

Mr. Moeller seconded the motion.

VOTE:

Mr. Epling	Yes
Mr. Moeller	Yes
Mr. Piper	Yes
Ms. Mulrane	Yes
Mr. Boshane	Yes
Mr. Donato	Yes

RECORD OF ACTION



Planning & Zoning Commission

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

Thursday, May 11, 2023 | 7:00 pm

CASE 4: PZ-23-16 – DUNLAP HOLDINGS LLC PROPERTY – 4000 PARKWAY LANE
PARCEL NUMBER: 050-002266
APPLICANT: Dunlap Holdings LLC, c/o Cyndie Dunlap, 4000 Parkway Lane, Hilliard, OH 43026; c/o Anthony Kelly, 3599 Chiller Lane, Columbus, OH 43219.
REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04, and 1123.18(f) for indoor commercial recreation on 1.01 acres.

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

MOTION:

Chairman Muether made a motion to approve a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04, and 1123.18(f) for indoor commercial recreation on 1.01 acres with five conditions:

- 1) That a parking variance is obtained from the Board of Zoning Appeals concerning the proposed conditional use;
- 2) That the indoor commercial recreation area is limited to general sports and athletic training and that no matches/events are permitted;
- 3) That the 8,319-square foot indoor commercial recreation space (including weight/speed training and lacrosse/soccer training) is limited to a maximum of 40 persons;
- 4) That the existing dumpster pad on the south side of the building is screened per Code and that the required fence permit is obtained prior to installation; and
- 5) That should the proposed use create traffic congestion issues within the public right-of-way, the conditional use approval may be reconsidered by City Council.

Vice Chair Schneck seconded the motion.

VOTE:

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

STATUS:

Case #4: PZ-23-15 is approved (5-0) with five conditions.
A positive recommendation will be forwarded to City Council.

CERTIFICATION:



 Carson Combs, Planning Manager
 May 12, 2023

[END OF RECORD]

No additional discussion occurred. Mr. Lewie made a motion (seconded by Mr. Gutknecht) to approve a conditional use under the provisions of Hilliard Code Section 1123.03 & 1123.04 and the Hilliard Recreation & Wellness Center PUD Development Text for athletic fields on 79.0 acres with three conditions:

- 1) That not less than 27 acres of natural open space will be provided within Subarea 2;
- 2) That light trespass onto any residential property shall be not more than 0.3 footcandles when measured at grade 10 feet beyond the property line; and
- 3) That the site complies with the provisions of the Hilliard Storm Water Design Manual and the Ohio EPA Construction General Permit.

Status:	Approved (5-0) with three conditions.
Mover:	Chris Lewie
Seconded:	Chairman Jay Muether
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon

CASE 3: PZ-23-16 – DUNLAP HOLDINGS LLC PROPERTY – 4000 PARKWAY LANE

PARCEL NUMBER: 050-002266

APPLICANT: Dunlap Holdings LLC, c/o Cyndie Dunlap, 4000 Parkway Lane, Hilliard, OH 43026; c/o Anthony Kelly, 3599 Chiller Lane, Columbus, OH 43219.

REQUEST: Review and approval of a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04, and 1123.18(f) for indoor commercial recreation on 1.01 acres.

[Mr. Combs gave the staff report.]

BACKGROUND:

The site is 1.01 acre located at the northwest corner of Parkway Lane and Lyman Drive. According to the Franklin County Auditor, a 10,260-square-foot building was constructed on the site in 1975. On November 13, 2003, the Planning and Zoning Commission approved an M-5 plan modification, a Cemetery Road Corridor Overlay District plan, and a conditional use for the expansion of an existing building with wholesale business and warehouse uses. On November 20, 2003, the Board of Zoning Appeals approved a variance for the building setbacks, lot coverage, interior parking lot landscaping, and screening to accommodate that expansion. That approved expansion was never constructed.

On April 12, 2018, the Planning and Zoning Commission approved minor changes to a Level “B” site plan to permit a 4,224-square-foot building addition. As part of that expansion the Board of Zoning Appeals also approved an expansion of the non-conforming warehouse use and a variance to reduce the front building setback for the addition to the former Sports Imports building on April 19, 2018.

The applicant is now requesting approval of a conditional use to permit indoor commercial recreation.

COMMISSION ROLE:

The Commission is to review the proposed conditional use for conformance to the provisions of Hilliard Code Sections 1123.03, 1123.04, and 1123.18(f). 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. Following a recommendation on the conditional use from the Commission, the application will be forwarded to City Council for a final decision.

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 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. If the conditional use is approved, a parking variance from the Board of Zoning Appeals would be necessary. Following public review, the applicant would be responsible to receive required building permits, fence permit, zoning certificate and certificate of occupancy prior to operation.

STAFF RECOMMENDATION:

Staff finds the proposed conditional use is consistent with the provisions of Hilliard Code Sections 1123.03 and 1123.04. Staff finds that the proposed use generally meets the spirit and intent of the Code and will not negatively impact surrounding properties or the provision of public services. Staff also finds that the proposed training facility is a specialized facility and does not exceed the size and scale limitations within the B-4/I-270 Corridor District. Based on these findings, staff recommends that the Commission forwards a positive recommendation to Council concerning the proposal with the following six conditions:

- 1) That a parking variance is obtained from the Board of Zoning Appeals concerning the proposed conditional use;
- 2) That the indoor commercial recreation area is limited to lacrosse and soccer training, that no spectators or matches/events are permitted and that training sessions are not permitted during regular weekday office hours;

- 3) That the 8,319-square foot indoor commercial recreation space (including weight/speed training) is limited to a maximum of 20 persons;
- 4) That the existing dumpster pad on the south side of the building is screened per Code and that the required fence permit is obtained prior to installation;
- 5) That the approved 2018 landscape plan is revised consistent with the Hilliard Design Manual to specify proposed trees and shrubs and that landscaping is installed prior to operation;
- 6) That should the proposed use create traffic congestion issues within the public right-of-way, the conditional use approval may be reconsidered by City Council.

CONSIDERATIONS:

- **Site Overview.** The site and surrounding properties are zoned B-4, I-270 District. The proposed office and retail uses are permitted in this zoning district. The indoor commercial recreation component is a conditional use. To the north is an existing Wendy's restaurant. To the west is an existing Sheetz gas station/convenience store. To the east, across Lyman Drive, is Tim Horton's restaurant. To the south, across Parkway Lane, are commercial businesses. Access to the site is from an existing curb cut on Parkway Lane. Parking is located on the south side of the building. 5-foot-wide sidewalks exist along the site's Parkway Lane and Lyman Drive frontage.
- **Recreation/Leisure Criteria.** In addition to the general criteria for conditional uses, Section 1123.18(f) includes the following specific recreation and leisure criteria for uses within the B-4, I-270 Corridor District:
 - ✓ To avoid large, single tenant uses that detract from the intent of the B-4, I-270 Corridor District, assembly and performance halls, clubs and lodges, community and senior centers and indoor commercial recreation uses shall be limited to no more than 10,000 square feet of gross floor area for a single tenant building, unless otherwise approved as part of a conditional use.
 - ✓ If part of a larger principal use, health and fitness facilities are limited to no more than 25% of the gross floor area of the principal use, unless otherwise approved as part of the conditional use.
- **Additional Code Criteria.** Code Section 1123.04 also states that reasonable conditions may be imposed on the approval of a conditional land use to achieve the following:
 - (1) Ensure public services and facilities affected by the proposed use or activity will be capable of accommodating increased service and facility loads necessitated by the proposed use.
 - (2) Ensure that the use is compatible with adjacent conforming land uses and activities.
 - (3) Protect natural resources; the health, safety, and welfare; and the social and economic well-being of those who will use the land or activity under consideration, the residents, business owners and landowners immediately adjacent to the proposed use or activity, and the community as a whole.
 - (4) Relate to the valid exercise of the police power and purposes which are affected by the proposed use or activity.
 - (5) Meet the purpose of the zoning code, be in compliance with the standards established in the code for the land use or activity under consideration and be in compliance with the zoning district standards.
- **Proposed Use.** The site includes an existing 14,484-square-foot building that was formerly used for office and warehouse uses as Sports Imports. This proposal includes a request for conditional use to permit the incorporation of a 4,224-square foot lacrosse training facility that will not permit spectators and an additional weight and speed training area that includes an additional 4,095 square feet. This 8,319-square foot recreational training component by Building Code permits an occupancy level of 167 people.

- **Business Plan.** The applicant has indicated that the office and retail uses will include a total of 10 employees during normal business hours. During evenings a total of 3 retail employees and 10 to 11 persons scheduled for training will be present. No spectators are permitted for the training sessions and no games are to be played in the facility as identified by the applicant. The weekend schedule will also include 3 retail employees and 10 to 11 persons scheduled for training throughout the day. Expected parking needs at all times are estimated at 10 to 13 spaces and attendees for training are expected to be picked up and dropped off. A general schedule has been provided by the applicant that outlines this expectation.
- **Parking Requirements.** The site currently accommodates up to 27 spaces (including the loading dock spaces) and could be re-stripped to provide 29 spaces per Code. Based on the proposed floor plan, the Zoning Code requires the following level of parking for which a variance will be necessary from the Board of Zoning Appeals. While the Building Code establishes occupancy for “assembly” spaces at 167 for this proposal, it is not intended to use as an assembly space for large groups of people:

Building Space	Parking Requirement	Square footage	Spaces Required
Office	1 per 300 sf UFA	1,609 sf UFA	5.36
Retail	1 per 250 sf UFA	1,300 sf UFA	5.20
Warehouse/Storage	1 per 800 sf UFA	2,000 sf UFA	2.50
Training/Recreation	1 per 3 persons per max occupancy	8,319 sf (167 occupancy*)	55.67
			68.73 (69 spaces)

*maximum occupancy according to the Building Code provisions for assembly uses

- **Landscaping.** In 2018 the site was approved for a building expansion that included an approved landscape plan that is not fully implemented as required by Section 1125.04 of the Code. Staff recommends that the required landscaping is installed prior to operation. This should include submission of revised plans that include shrubs around the building addition and street trees along Lyman Drive and Parkway Lane.
- **Lighting.** The proposed conditional use is not modifying the site and no changes are proposed to the existing site lighting.
- **Access & Service.** The Zoning Code requires dumpsters to be adequately screened. The existing dumpster pad which has been added recently does not include required service area screening and must be brought into compliance with the Code.
- **Signage.** No identification signage has been proposed at this time. All signage will comply with Code or be brought back to the Commission for consideration.

[END OF REPORT | PZ-23-16]

Mr. Combs noted that based on additional conversations with the applicant, there were changes to the conditions proposed by staff since the agenda packet was made available. He also noted that a landscape inspection was completed and that Condition #5 was being removed:

- 1) That a parking variance is obtained from the Board of Zoning Appeals concerning the proposed conditional use;
- 2) That the indoor commercial recreation area is limited to **general sports and athletic training lacrosse and soccer training, and** that no spectators or matches/events are permitted; ~~and that training sessions are not permitted during regular weekday office hours;~~
- 3) That the 8,319-square foot indoor commercial recreation space (including weight/speed training) is limited to a maximum of 20 persons;

- 4) That the existing dumpster pad on the south side of the building is screened per Code and that the required fence permit is obtained prior to installation;
- 5) ~~That the approved 2018 landscape plan is revised consistent with the Hilliard Design Manual to specify proposed trees and shrubs and that landscaping is installed prior to operation;~~
- 6) That should the proposed use create traffic congestion issues within the public right-of-way, the conditional use approval may be reconsidered by City Council.

Chairman Muether asked about Condition 3, with the applicant wanting to change from 20 to 48 people; Mr. Anthony Kelly explained the operation.

Ms. Hale asked why staff is recommending a limit of 20 people when the site includes 29 parking spots; Mr. Talentino explained that when you combine the retail, office and storage uses with the training area, they do not meet the parking requirement. He noted that initial discussions with the applicant included only one training area from which the 20 persons was established. Plans changed through the process and now indicate two training areas.

Ms. Hale asked if times when the office and retail is closed and only training is available if that would permit more people; Mr. Talentino stated that the parking is based upon all things being operational at the same time and that the applicant would need to provide more information.

Mr. Kelly stated that the office space is open during the day when the training space is not used and kids are in school. In the evening when the training is open, the offices are closed. The seven (7) full-time workers are also the trainers. Mr. Kelly talked about the buffer time between training sessions, allowing for kids to be picked up and dropped off. He said that they are very conscious of the parking situation because they have other facilities and are familiar with the pick-up/drop off process. He said this facility will only have training - no games so it will not include teams or buses. He said they requested the language change from soccer and lacrosse in the conditions so as not to limit the type of training that could be possible.

Mr. Lewie talked about 29 parking spaces and wanting a limit of 48 people. Mr. Kelly said that staff will park in the loading dock and there will be no games or tournaments.

Mr. Talentino asked about summer; Mr. Kelly stated that in summer they will be on the road with the teams and that the facility is only a training space.

Ms. Nixon asked about spectators; Mr. Kelly stated that they would have to self-regulate and they are trying to figure it out. Mr. Gutknecht noted that agrees with the 48 people because there is little traffic in the evening. (Mr. Talentino clarified there is no street parking on the public streets.)

Chairman Muether asked staff if there is a compromise number? Mr. Talentino clarified for the record that it was initially conveyed to staff that there would be 1 training group and that has now changed to two training rooms with 2 groups of students. He said that staff's concern is about the movement of traffic.

Mr. Lewie stated that he would be willing to compromise with a number between 25 and 30; Ms. Hale also asked if limitations could be made based on the class size limits.

Chairman Muether questioned if Condition #3 could be changed to 25 people and that the applicant could come back in a year to increase the occupancy if everything is working smoothly.

Sarah Lee, representative for the applicant, talked about her concerns with restricting the ability to have any spectators. She said that this location could easily have two groups of kids (15 in each) running drills. She said that one parent carpooling with two kids would get to an occupancy of 48.

Mr. Talentino clarified that the occupancy limits are only for the kids and coaches who are training. (it does not include requirements for office, retail and storage).

Greg Vice, business partner, asked if everyone agreed that the site can have 29 spaces. He said that is how they arrived at an occupancy number of 48 (by taking the remaining parking spaces [16] and multiplying by the number of occupants based on 3 people for every 1 parking space [3]).

Chairman Muether asked if we can make a proposal to have a maximum of 30 people. (Mr. Vice wanted to know why we can't go to 40). Chairman Muether said that because staff has concerns that have been expressed. He verified that he was comfortable at capping the training space at 30 people. Ms. Clodfelder reminded the Commission that Council makes the final decision on conditional use requests.

Ms. Hale asked if the classes are staggered and Mr. Vice confirmed. Mr. Vice stated that parking is not going to be an issue based upon their existing model; Mr. Talentino stated that the applicant has a vested interest in not having a parking situation and encouraging people to carpool.

Sarah Lee requested that spectators in Condition #2 be removed since they do not have games or tournaments but may have some parents who are not comfortable leaving their children.

Chairman Muether (seconded by Vice Chair Schneck) made a motion to approve a conditional use under the provisions of Hilliard Code Section 1123.03, 1123.04, and 1123.18(f) for indoor commercial recreation on 1.01 acres with five conditions:

- 1) That a parking variance is obtained from the Board of Zoning Appeals concerning the proposed conditional use;
- 2) That the indoor commercial recreation area is limited to general sports and athletic training and that no matches/events are permitted;
- 3) That the 8,319-square foot indoor commercial recreation space (including weight/speed training and lacrosse/soccer training) is limited to a maximum of 40 persons;
- 4) That the existing dumpster pad on the south side of the building is screened per Code and that the required fence permit is obtained prior to installation; and
- 5) That should the proposed use create traffic congestion issues within the public right-of-way, the conditional use approval may be reconsidered by City Council.

Status:	Approved (5-0).
Mover:	Chairman Jay Muether
Secunder:	Vice Chair Bevan Schneck
Ayes:	Chairman Jay Muether, Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon

CASE 5: PZ-23-17 – DAYLIGHT DONUTS – 5228 CEMETERY ROAD

PARCEL NUMBER: 050-011463 & 050-011462 (LANDMARK LOFTS SUBDIVISION)

APPLICANT: WRK Development LLC., 250 E. Broad Street, Suite 1100, Columbus, OH 43215; Kohr Royer Griffith Inc., c/o John Royer, 1480 Dublin Road, Columbus, OH 43215; Daylight Donuts, c/o Yaser Alwadeya, 5228 Cemetery Road, Hilliard, OH 43026.

REQUEST: Review and approval of a revised lighting plan to permit decorative outdoor string lights and revised landscape plan to permit the removal of existing trees on 5.68 acres.



Resolution: 23-R-42

**Adopted:
Effective:**

AUTHORIZING THE CONDITIONAL USE FOR INDOOR COMMERCIAL RECREATION AT 4000 PARKWAY LANE WITHIN THE B-4, I-270 CORRIDOR 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 April 5, 2023, a completed application for the review of a conditional use request for "Indoor Commercial Recreation" for the property at 4000 Parkway Lane (Parcel #050-002266) was submitted to the Planning Director in accordance with Hilliard Code Section 1123.02; and

WHEREAS, the Planning and Zoning Commission on May 11, 2023, reviewed the request for a conditional use to permit "Indoor Commercial Recreation" within the B-4, I-270 Corridor District for the property located at 4000 Parkway Lane under the provisions of Hilliard Code Section 1123.03, 1123.04 and 1123.18(f); 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. Dunlap Holdings LLC. and Resolute Lacrosse located at 4000 Parkway Lane (Parcel #050-002266) is granted a conditional use for "Indoor Commercial Recreation" and will comply with the provisions of Hilliard Code Section 1123.18(f) 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

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-42** 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