

ORDINANCE 1-22-O

AN ORDINANCE ACCEPTING A DONATION FROM THE TREVOR MOBLEY MEMORIAL FOUNDATION THROUGH THE GRAND LAKE RECREATION CLUB FOR THE CELINA FIRE DEPARTMENT FOR AN ICE RESCUE EQUIPMENT AND APPROPRIATING FUNDS.

WHEREAS, Trevor Mobley Memorial Foundation through the Grand Lake Recreation Club has offered a monetary donation of Four Thousand Dollars (\$4,000.00) to the Celina Fire Department; and

WHEREAS, the Celina Fire Department has a need to purchase Two (2) Ice Rescue Suits and One (1) Rescue Sled.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Celina City Council gratefully acknowledges and accepts the donation of Four Thousand Dollars (\$4,000.00) from the Trevor Mobley Memorial Foundation through the Grand Lake Recreation Club for the purchase of Two (2) Ice Rescue Suits and One (1) Ice Rescue Sled.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Four Thousand Dollars (\$4,000.00) from the unappropriated balance of the Fire Capital Fund (360.221.5550) account for the purchase of said Ice Rescue Suits and Ice Rescue Sled.

SECTION THREE

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28th day of February, 2022




Jason D. King, President of Council

ATTEST:

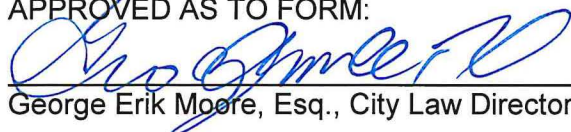


Erin B. Heberlie, Clerk of Council

APPROVED March 30, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 2-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE AND RECEIVE BIDS AND ENTER INTO AN AGREEMENT FOR THE WEST BANK ROAD DEVELOPMENT UTILITY EXTENSION PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to complete the West Bank Road Development Utility Extension Project; and

WHEREAS, the funding for this project is available from the Grand Lake TIF- Other Expense Fund.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise and receive bids to perform the necessary work to complete the West Bank Road Development Utility Extension Project.

SECTION TWO

THAT, the Board of Control be and is hereby authorized to award the bid to the lowest responsive and responsible bidder, and the Safety Service Director be and is hereby authorized to enter into necessary Agreements for the completion of the West Bank Road Development Utility Extension Project.

SECTION THREE

THAT, City Council hereby directs the Auditor to appropriate One Hundred Eighty Thousand Dollars (\$180,000.00) into the Grand Lake TIF- Other Expense (371.530.5490) from the unappropriated balance of the Grand Lake TIF Fund for funding of the West Bank Development Utility Extension Project.

SECTION FOUR

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the further reason that bids can be accepted to expedite the engineering and construction of the necessary improvements at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 24 day of January, 2022



Jason D. King, President of Council

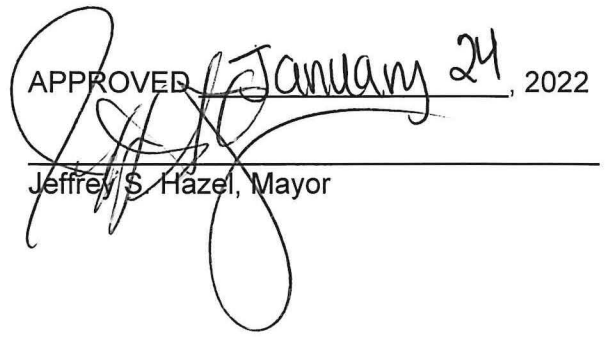
ATTEST:



Erin B. Heberlie, Clerk of Council

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

APPROVED January 24, 2022

Jeffrey S. Hazel, Mayor

ORDINANCE 3-22-O

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 33-21-O TO ESTABLISH REVISED ELECTRIC RATE SCHEDULES, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance 33-21-O was passed by City Council on July 26, 2021 and established the current electric rate schedule; and,

WHEREAS, it has been determined that a revision is necessary to correct the rural energy charge for Rate 3, Large Commercial Service to correspond with the Cost-of-Service study conducted by Sawvel & Associate in 2021.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio to-wit:

SECTION ONE

THAT, for the purpose of placing into effect the provisions of this Ordinance, the following electric rates and riders included in Attachment 1 was placed in effect with the first bill due in the month of October 2021 for the September 2021 usage.

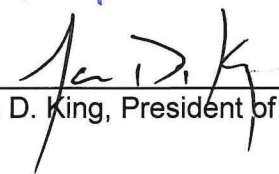
SECTION TWO

THAT, all electric rates, Ordinances, or parts of Ordinances in conflict with this Ordinance herewith are hereby repealed. The validity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance.

SECTION THREE

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare such emergency arising out of the necessity to put the new rates in effect at the earliest date possible. Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 24 day of January, 2022




Jason D. King, President of Council

ATTEST:



Erin B. Heberlie, Clerk of Council

APPROVED January 24, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ATTACHMENT 1

**RATE 1
RESIDENTIAL**

Availability: All residential Customers using general service inside the city's incorporated area (Urban) and outside (Rural) served through a single delivery point and measured through a single meter.

Character of Service: Single-phase, alternating current at standard secondary voltage as designated by the Utility.

Monthly Bill:

Urban:

Customer Charge (\$/Month): 16.00

Energy Charge (\$kWh): 0.09500

Rural:

Customer Charge (\$/Month): 17.00

Energy Charge (\$kWh): 0.10000

Aggregated bills will be charged a customer charge for each unique service.

Applicable Rate Adjustments: This rate shall be subject to Riders A and B. If a customer installs behind-the-meter renewable or cogeneration facilities, this rate shall also be subject to Rider C or Rider D.

**RATE 2
SMALL COMMERCIAL SERVICE**

Availability: Any non-residential Customers, urban and rural, with a monthly peak less than or equal to 50 kW. Includes use of electric for commercial residential services such as trailer courts or apartments (where not metered individually), supplied to one location of the customer's premises.

Character of Service: Single-phase or three-phase, alternating current at standard secondary voltage as designated by the Utility.

Monthly Bill:

Urban:

Non-Demand

Customer Charge (\$/Month): 30.00

Energy Charge (\$/kW): 0.09200

Demand

Customer Charge (\$/Month): 45.00

Demand Charge (\$/kW): 14.00

Energy Charge (\$/kWh): 0.04100

Rural:

Non-Demand

Customer Charge (\$/Month): 32.00

Energy Charge (\$/kWh): 0.09700

Demand

Customer Charge (\$/Month): 48.00

Demand Charge (\$/kW): 14.70

Energy Charge (\$/kWh): 0.04300

Aggregated bills will be charged a customer charge for each unique service. Demand and energy charges shall be calculated for each unique service prior to bill aggregation.

Minimum Bill: Minimum charge per month equals Customer Charge plus Demand Charge for Demand customers.

Determination of Billing Demand: The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30-minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 60% of the largest demand measured during the preceding 11 months.

Applicable Rate Adjustments: This rate shall be subject to Riders A and B. If a customer installs behind-the-meter renewable or cogeneration facilities, this rate shall also be subject to Rider C or Rider D.

RATE 3

LARGE COMMERCIAL SERVICE

Availability: Available to any non-residential Customers, urban and rural, with a monthly peak demand equal to or less than 200 kW. This rate is intended for customers supplied at one location primarily for business use. Each service point is demand metered on the secondary side of the transformer.

Character of Service: Single-phase or three-phase, alternating current at standard secondary voltage as designated by the Utility.

Urban:

Customer Charge (\$/Month): 150.00

Demand Charge (\$/kW): 14.50

Energy Charge (\$/kWh): 0.03800

Rural:

Customer Charge (\$/Month): 158.00

Demand Charge (\$/kW): 15.50

Energy Charge (\$/kWh): 0.04000

Aggregated bills will be charged a customer charge for each unique service. Demand and energy charges shall be calculated for each unique service prior to bill aggregation.

Minimum Bill: Minimum charge per month equals Customer Charge plus Demand Charge.

Determination of Billing Demand: The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30-minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 50 Kw, or
3. 60% of the largest demand measured during the preceding 11 months.

Credit For Transformer Ownership: Customers metered at a primary voltage who own, operate and maintain all transforming, controlling, regulating and protective equipment will be given an ownership credit of \$0.35 per kW applicable to the monthly billing demand.

Metering Adjustment: If a customer has primary service and is metered at secondary voltage, metered kWh and kW will be increased by 1% for billing purposes.

Applicable Rate Adjustments: This rate shall be subject to Riders A and B. If a customer installs behind-the-meter renewable or cogeneration facilities, this rate shall also be subject to Rider C or Rider D.

RATE 4 LARGE POWER SECONDARY SERVICE

Availability: Large commercial Customers and industrial Customers, urban and rural, who use electric at secondary voltage at one location on the customer's premises and with monthly peak demands that are equal to, or greater than, 200 kW and do not exceed 2,000 kW. Each service point is demand metered on the secondary side of the transformer at one location on the Customer's premises.

Character of Service: Three-phase, alternating current at standard secondary voltage as designated by the Utility.

Monthly Bill:

Urban:

Customer Charge (\$/Month): 400.00

Demand Charge (\$/kW): 18.00

Energy Charge (\$/kWh): 0.03700

Rural:

Customer Charge (\$/Month): 420.00

Demand Charge (\$/kW): 19.00

Energy Charge (\$/kWh): 0.03900

Aggregated bills will be charged a customer charge for each unique service. Demand and energy charge shall be calculated for each unique service prior to bill aggregation.

Minimum Bill: Minimum charge per month equals Customer Charge plus Demand Charge.

Determination of Billing Demand: The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30-minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 200 kW, or
3. 60% of the largest demand measured during the preceding 11 months.

Power Factor Correction: The service supplied by the Utility should be taken by the Customer preferably at an average power factor of not less than 95% lagging. If the service is taken at an average power factor of less than 95% lagging, the maximum demand for billing purposes shall be corrected in accordance with the following formula:

$$\text{Billing Demand} = \frac{\text{Maximum Demand} \times 0.95}{\text{Average Monthly Power Factor less than 95\%}}$$

A power factor correction will not be applied for power factors at 95% or greater. The Average Power Factor for the month shall be determined by computation from the registration of a watt-hour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watt-hour meter by the square root of the sum of the square of the registration of the watt-hour meter and the square of the registration of the reactive volt-ampere-hour meter.

Credit for Transformer Ownership: Customers metered at a primary voltage who own, operate and maintain all transforming, controlling, regulating and protective equipment will be given a discount credit of \$0.35 per kW applicable to the monthly billing demand.

Metering Adjustments: If a Customer has primary service and metered at secondary voltage, metered kWh and kW will be increased by 1% for billing purposes.

Applicable Rate Adjustments: This rate shall be subject to Riders A and B. If a customer installs behind-the-meter renewable or cogeneration facilities, this rate shall also be subject to Rider C or Rider D.

RATE 5 LARGE POWER PRIMARY SERVICE

Availability: Available to all electric customers, urban and rural, with monthly peak demands equal to, or greater than, 200 kW per month supplied at one location on the customer's premises.

Character of Service: Three-phase, alternating current at standard primary voltage as designated by the Utility.

Monthly Bill:

Urban:

Customer Charge (\$/Month): 500.00

Demand Charge (\$/kW): 18.00

Energy Charge (\$/kWh): 0.03300

Rural:

Customer Charge (\$/Month): 525.00

Demand Charge (\$/kW): 19.00

Energy Charge (\$/kWh): 0.03500

Aggregated bills will be charged a customer charge for each unique service. Demand and energy charges shall be calculated for each unique service prior to bill aggregation.

Minimum Bill: Minimum charge per month equals Customer Charge plus Demand Charge.

Determination of Billing Demand: The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30-minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 500 kW, or
3. 60% of the largest demand measured during the preceding 11 months.

Power Factor Correction: The service supplied by the Utility should be taken by the Customer

preferably at an average power factor of not less than 95% lagging. If the service is taken at an average power factor of less than 95% lagging, the maximum demand for billing purposes shall be corrected in accordance with the following formula:

$$\text{Billing Demand} = \frac{\text{Maximum Demand} \times 0.95}{\text{Average Monthly Power Factor less than 95\%}}$$

A power factor correction will not be applied for power factors at 95% or greater. The Average Power Factor for the month shall be determined by computation from the registration of a watt-hour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watt-hour meter by the square root of the sum of the square of the registration of the watt-hour meter and the square of the registration of the reactive volt-ampere-hour meter.

Credit For Transformer Ownership: Customers metered at a primary voltage who own, operate and maintain all transforming, controlling, regulating and protective equipment will be given a discount credit of \$0.35 per kW applicable to the monthly billing demand.

Metering Adjustment: If a Customer has primary service and metered at secondary voltage, metered kWh and kW will be increased by 1% for billing purposes.

Applicable Rate Adjustments: This rate shall be subject to Riders A and B. If a customer installs behind-the-meter renewable or cogeneration facilities, this rate shall also be subject to Rider C or Rider D.

RATE 7 INDUSTRIAL SUBSTATION SERVICE

Availability: Available to any large industrial customers, urban and rural, who receive their power directly from the secondary side of a substation step-down transformer power supply in an existing substation and without primary distribution feeders.

Character of Service: Three-phase, alternating current at standard secondary voltage as designated by the Utility.

Monthly Bill:

Urban:

Customer Charge (\$/Month): 750.00

Demand Charge (\$/kW): 21.00

Energy Charge (\$/kWh): 0.02500

Rural:

Customer Charge (\$/Month): 800.00

Demand Charge (\$/kW): 22.00

Energy Charge (\$/kWh): 0.02600

Aggregated bills will be charged a customer charge for each unique service. Demand and energy charges shall be calculated for each unique service prior to bill aggregation.

Minimum Bill: Minimum charge per month equals Customer Charge plus Demand Charge.

Determination of Billing Demand: The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30-minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 1000 kW, or
3. 60% of the largest demand measured during the preceding 11 months.

Power Factor Correction: The service supplied by the Utility should be taken by the Customer preferably at an average power factor of not less than 95% lagging. If the service is taken at an average power factor of less than 95% lagging, the maximum demand for billing purposes shall be corrected in accordance with the following formula:

$$\text{Billing Demand} = \frac{\text{Maximum Demand} \times 0.95}{\text{Average Monthly Power Factor less than 95\%}}$$

A power factor correction will not be applied for power factors at 95% or greater. The Average Power Factor for the month shall be determined by computation from the registration of a watt-hour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watt-hour meter by the square root of the sum of the square of the registration of the watt-hour meter and the square of the registration of the reactive volt-ampere-hour meter.

Applicable Rate Adjustments: This rate shall be subject to Riders A and B. If a customer installs behind-the-meter renewable or cogeneration facilities, this rate shall also be subject to Rider C or Rider D.

SECURITY LIGHT SERVICE

Availability: Available to customers where Utility's standard outdoor lighting unit can be installed on Utility's existing pole and does not require any extension or addition to Utility's existing secondary or primary distribution facilities, including transformer. Any relocation of a lighting unit shall be at customer's expense.

Where additional facilities are required, the customer shall pay, in advance, the total installation cost for the additional distribution facilities (poles, wires, transformer, and appurtenances) as are required. In all cases, the lighting fixture itself, including lamp, will be installed, owned, operated, and maintained by Utility.

This service is available only where there is reasonable assurance that the service to be furnished will be permanent. Utility reserves the right to refuse to furnish such service when, in Utility's opinion, the installation will not be of permanent character.

All applications for Outdoor Security Lighting Service shall be on a 12-month year-round service basis. Where the premises are occupied by a tenant, Utility reserves the right to require the Application for Service to be made by the property owner with bills to be sent to the premises to the attention of the tenant. However, the property owner shall be responsible for the payment of the bills.

Character of Service: The Utility will install, own, operate, and maintain, at its expense, the necessary mast arm mounted lighting unit and related appurtenances. The lighting unit shall be an LED luminaire, photo-electric or otherwise controlled so as to provide substantially dusk-to-dawn year-round operation per year.

Rates for New Service:

60 Watt LED:	\$8.00
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Rates for Existing Service:

60 Watt LED:	\$8.00
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175 Watt Mercury Vapor:	\$8.00
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150 Watt Sodium Vapor:	\$8.00
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175 Watt Mercury Vapor 6 Lights:	\$48.00
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Advance Payment: When determined by Utility that Customer's regular service is seasonal or non-permanent in character, Utility reserves the right to require 12 months advance payment before service is established and, thereafter, to require similar advance payments prior to the commencement of each succeeding 12 months of service.

RIDER A
ENERGY ACQUISITION ADJUSTMENT (EAA)

The Energy Acquisition Adjustment set forth herein shall apply to the Electric Utility's Rate

Schedules. The rates and charges set forth in the Rate Schedules include purchase power, fuel costs, purchase power billing adjustments, transmission costs and/or credits (including FTR/ARRs), rate levelization payments or credits and any costs associated with the design, planning and development of potential power supply facilities or resources.

The Base Power Cost included in the Utility's Electric Rate Schedules is \$0.07621 per kWh.

Every February and July, or more frequently if conditions warrant, the Utility shall determine the Energy Acquisition Adjustment, applicable to all bills rendered during the succeeding six months or other period as determined by the Utility and shall be as follows:

The Utility shall recover through the EAA the Power Cost Component (PCC) plus the Reconciliation Adjustment (RA).

The formula for calculating the EAA shall be expressed as follows:

$$EAA = PCC + RA \dots\dots\dots(1)$$

Where:

- PCC: **Power Cost Component** as determined below, expressed in dollars per kWh.
- RA: **Reconciliation Adjustment** as determined below, expressed in dollars per kWh

The Utility shall recover through the PCC the Power Cost Component to be incurred during the succeeding six months or other period as determined by the Utility.

The formula for calculating the PCC shall be expressed as follows:

$$PCC = \frac{PPC}{PES} - BPC \dots\dots\dots(2)$$

Where:

- PPC: **Projected Power Costs** for the succeeding six months or other period as determined by the Utility, expressed in dollars.
- PES: **Projected Energy Sales** which shall be equal to the projected billing kWh for the succeeding six months or other period as determined by the Utility.
- BPC: **Base Power Cost** reflected in the rate schedules of \$0.07621 per kWh-sold.

The Utility shall, through the RA, either:

1. Recover the Actual Power Costs, incurred during the prior six months or other period as determined by the Utility, which were in excess of the Power Costs collected during that same period; or
2. Refund the Power Costs, collected during the prior six months or other period as

determined by the Utility, which were in excess of the Actual Power Costs incurred during that same period.

The formula for calculating the RA shall be expressed as follows:

$$RA = \frac{APC - PCR}{PES} \dots\dots\dots(3)$$

Where:

- APC: **A**ctual **P**ower **C**ost which incurred during the prior six months expressed in dollars calculated in a manner consistent with the PPC for that period plus the previous reconciliation amount.
- PCR: **P**ower **C**ost **R**evenue which shall be equal to the revenue billed during the prior six months or other period as determined by the Utility under the EAA and the base power cost (BPC) included in the base rates, expressed in dollars.
- PES: **P**rojected **E**nergy **S**ales which shall be equal to the projected billing kWh for the succeeding six months or other period as determined by the Utility.

RIDER B
EXCISE KILOWATT-HOUR TAX ADJUSTMENT

The Excise Kilowatt-hour Tax Adjustment (kWh Tax) set forth herein shall apply to the Utility's Electric Rate Schedules. The applicable adjustment shall be added to the total amount billed to the customer under the applicable electric rate schedule. The kWh tax rate shall apply to the total kWh-sales billed to the customer for the current meter reading period.

The kWh tax is imposed on the City's electric distribution system under Ohio Revised Code §5727.81 and any adjustments or amendments thereto.

The following kWh tax charge is to be applied to the kWh on the customer's bill:

First 2,000 kWh at	\$0.00465	per kWh
2001-15,000 kWh at	\$0.00419	per kWh
All over 15,000 kWh	\$0.00363	per kWh

RIDER C
RENEWABLE PARALLEL GENERATION RIDER

Applicable: Applicable to City of Celina Electric (Utility) approved photovoltaic (solar) renewable Generation Facility connected in parallel operation to the Utility's Electric Distribution System in accordance with the Interconnection Standards, Interconnection Agreement and Utility

Rules and Regulations and not certified as a Qualifying Facility as defined under Section 210 of the Public Utility Regulatory Policies Act (PURPA) of 1978. Customers served under this Rider must also take service under the applicable retail rate tariff under which the customer would otherwise be served, absent the customer-owned solar renewable Generation Facility.

Customer's solar renewable Generation Facility in kW_{AC} shall not exceed Customer's average monthly demand when historical demand (kW) meter readings are available for the previous 12-month period starting January 1 and ending December 31, or 250 kW, whichever is less. If historical demand meter readings are unavailable, a Customer's average monthly demand shall be calculated by using said Customer's historical annual energy usage in kWh divided by 8,760 hours and then divided by 25%.

This rider is not applicable to temporary, shared, or resale service. This rider is applicable to service supplied at one point of delivery. This Rider is not applicable to any customer-owned solar Generation Facilities that include a combination of solar facilities and synchronous generators not used for emergency purposes.

Availability: This Rider applies to customer-owned solar renewable Generation Facilities with a design capacity of 250 kW_{AC} or less. The kW_{AC} capacity limitation shall include the kW_{AC} per hour output of any battery storage, if any. The Qualifying Facility tariff shall apply to any customer-owned solar Generation Facilities greater than 250 kW_{AC}. This Rider is limited to the lesser of; (1) total aggregate participation of Utility approved customer-owned renewable generation totaling 2,500 kW_{AC} (2) 5% of the Utility's previous year peak demand (kW) (3) the total aggregate when including the total Utility approved customer-owned behind-the-meter generation and Utility's own generation may cause reverse-power flow at the Utility's 69 kV interconnection points.

Sales to Customer: Sales to Customer shall be electricity delivered to Customer from Utility measured by a single bidirectional electric meter or meters capable of recording the flow of electricity in each direction. Sales to a Customer-owned solar renewable Generation Facility shall be consistent with the applicable retail rate tariff established by the Utility and in use by the Customer as if there were no Customer-owned solar Generation Facility.

Credit for Excess Generation from a Customer – Owned Generation Facility: Compensation of Excess Generation (kWh), as defined in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities, from an approved

Customer-owned solar renewable Generation Facility shall be at the rate listed. The credit rate is to be reviewed from time to time and adjusted as deemed necessary by the electric Utility. The Customer shall be required to enter into an Interconnection Agreement with the Utility to operate in parallel with Electric Distribution System.

The Customer shall be credited at the following rate for Excess Generation.

Solar Credit Rate (per kWh received): \$0.054/kWh

Wind Credit Rate (per kWh received): \$0.028/kWh

Billing: The billing period for excess energy from Customer solar Generation Facility shall be consistent with the billing period for Sales to Customer in accordance with Utility General Rules and Regulations. The Utility shall prepare an accounting of the excess energy (kWh) and associated credit (\$) for Excess Generation during each billing period and shall net the customer credit (\$) for Excess Generation on the applicable billing period. Should Customer's bill for the billing period be less than the minimum bill, the Customer's credit (\$) shall be credited to the next billing period. Customer credit (\$) shall be carried forward month to month. Customer shall not receive credit for any remaining accumulated credit balance (\$), if any, for Excess Generation at the end of a 12-month billing period, starting January 1 and ending December 1. In the event Customer discontinues taking service from the electric Utility the monetary credit balance, if any, will be set to zero if not used by Customer.

Utility shall credit Customer the Credit Rate for the quantity delivered to the utility approved Interconnection Point within each billing period. No credit to Customer will be accounted for until an Interconnection Agreement with Customer has been approved by Utility.

There shall be no "net metering" for customer-owned solar Generation Facilities. Net metering is defined as measuring the difference between the electricity supplied by the Utility and the electricity generated by the Customer's Generation Facility and delivered to the Utility Electric Distribution System over the operable time period. The Utility does not buy the electricity produced from the customer-owned solar Generation Facilities. A monetary credit is calculated and applied to the current bill, with any remaining credit carried forward to the next billing period. Customer will not receive compensation for any remaining accumulated credit (\$) at the end of a 12-month billing period, starting January 1 and ending December 1.

Utility is not obligated to make payments to Customer for energy delivered to Utility should Customer fail to meet the requirements of the Interconnection Standards, Interconnection Agreement or become delinquent for payments due to the City or Utility or not in good standing with the Utility or City codes and ordinances.

Metering: Electricity measured under this Rider shall be measured by suitable metering equipment approved by the Utility. The cost of such metering equipment and any necessary programming or reprogramming of an existing meter shall be at the expense of the Customer. Utility shall maintain ownership of metering equipment. Customer may install his/her own meter in addition to the Utility equipment at Customer's expense.

Local Facility Charges: Customer is obligated to pay a monthly Local Facilities Charge to recover unavoidable costs incurred by the Utility in providing service to Customers receiving distribution service, such as, but not limited to distribution system maintenance, service transformers, debt service, capital improvements, etc. Customers applicable to this Rider shall be billed the following charges in addition to all charges indicated on Customer's existing retail rate tariff.

Local Facilities Charge: The Local Facilities Charge shall apply to the lesser of the Generation Facility Capacity (kW_{AC}) including storage capacity or the total Inverter Power Rating (kW_{AC}).

Residential Service:

Solar: \$2.50/ kW_{AC} of Generation Facility Capacity per month

Wind: \$6.50/ kW_{AC} of Generation Facility Capacity per month

Small Commercial Non-Demand Service:

Solar: \$2.00/ kW_{AC} of Generation Facility Capacity per month

Wind: \$6.00/ kW_{AC} of Generation Facility Capacity per month

Contracts: An Interconnection Agreement between the Customer and the Utility shall be required in all cases. There shall be no "grandfathering" pertaining to tariff or rider rates applicable to Customers operating Utility approved customer-owned Generation Facilities unless approved by Utility.

RIDER D
QUALIFYING FACILITY SERVICE
(COGENERATION AND/OR SMALL POWER PRODUCTION)

Availability: This schedule is available to Customers with cogeneration and/or small power production facilities (Qualifying Facility) which qualify under Section 210 of the Public Utility Regulatory Policies Act (PURPA) of 1978. Such facilities shall be designed to operate properly in parallel with the Utility's electric system without adversely affecting the operation of equipment and services of the Utility and its Customers, and without presenting safety hazards to the Utility and Customer personnel.

Under the PURPA found at 16 U.S.C. § U.S.C. §824a-3(a) and the rules of the Federal Energy Regulatory Commission (FERC), a Qualifying Facility (QF) includes:

(1) A small power production facility whose primary energy source is renewable (hydro, wind or solar), biomass, waste, or geothermal resources. In order to be considered a qualifying small power production facility, a facility must meet all of the requirements of 18 C.F.R. §§ 292.203(a), 292.203(c) and 292.204 for size and fuel use.

and

(2) A cogeneration facility that sequentially produces electricity and another form of useful thermal energy (such as heat or steam) in a way that is more efficient than the separate production of both forms of energy. In order to be considered a qualifying cogeneration facility, a facility must meet all of the requirements of 18 C.F.R. §§ 292.203(b) and 292.205 for operation, efficiency and use of energy output.

The provisions of this schedule, along with any interconnection agreement and the provisions of any contractual agreement entered into between the Customer and Qualifying Facility shall govern such service, as applicable. Pursuant to FERC's Order, the Utility maintains its retail sales obligation. Any backup or supplemental services needed by a Customer with a Qualifying Facility will be sold pursuant to the Utility's applicable tariff/schedule provisions.

Applicable: Applicable to any Customer that is registered with FERC as a QF and is not being served under the Utility's Renewable Parallel Generation Rider.

The Utility shall purchase energy and capacity offered by a small power production facility with a net power production capacity of five (5) megawatts (MW) or less. It is presumed that a small power production facility with a net power production capacity greater than five (5) MW has non-

discriminatory access to independently administered, auction-based day ahead and real time wholesale markets for the sale of electric energy and wholesale markets for sales of capacity as administered by PJM Interconnection, L.L.C.

The Utility shall purchase energy and capacity offered by a cogeneration facility with a net power production capacity of twenty (20) megawatts (MW) or less. It is presumed that a cogeneration facility with a net power production capacity greater than twenty (20) MW has non-discriminatory access to independently administered, auction-based day ahead and real time wholesale markets for the sale of electric energy and wholesale markets for sales of capacity as administered by PJM Interconnection, L.L.C.

This schedule is not applicable to temporary, shared, or resale service. This schedule is applicable to service supplied at one point of delivery. Service under this schedule will be furnished only on a 12-month non-seasonal basis in accordance with the following stipulations and also in accordance with Utility's General Rules and Regulations or subsequent revisions thereof. The customer has the following options under this schedule:

Option 1 - The Customer sells to the Utility the energy produced by the Customer's QF in excess of the Customer's load, and purchases from the Utility its load requirements, if any, as determined by appropriate meters located at one delivery point.

Option 2 - The Customer sells to the Utility the total energy produced by the Customer's QF, while simultaneously purchasing from the Utility its total load requirements under the applicable rate schedule, as determined by appropriate meters.

Rate Charges for Service Delivered from Utility to Customer:

Supplemental Services

Available to the Customer to supplement another source of power supply owned by the Customer which will enable either or both sources of power supply to be utilized for all or any part of the Customer's total requirements. The Utility will sell the QF its power needs over and above its generating capabilities or, at the QF's request, supply the power requirements of the QF.

Monthly rates for Utility source energy and capacity shall be in accordance with the applicable rate tariff prior to the Customer-owned QF being in operation.

Monthly charges for Supplemental Services shall apply to the Utility metered energy and demand, where applicable, served by Utility source for each billing period in accordance with Customer's applicable rate schedule prior to the Customer-owned QF being in operation.

Backup/Maintenance Services (Not applicable under Option 2)

Utility shall have standby energy and capacity, where applicable, equivalent to Customer maximum energy and capacity requirements. The monthly energy generated by the QF net of any energy received by the Utility from the Customer-owned QF shall be charged a Backup rate as listed below for Backup/Maintenance Services:

Backup/Maintenance Rate (\$/kWh):

Backup Rate (per kWh): \$0.02676

Rates for Credit of Energy Delivered to Utility: The following time-of-day generation energy credits or payments from the Utility to the Customer shall apply for the electrical energy delivered to the Utility:

On-Peak per kWh: \$0.03410

Off-Peak per kWh: \$0.02470

The above energy payments will be applied for energy received from QF for the period 2021 through 2023. The Utility energy payments or credits are subject to revisions from time to time as approved by the Utility.

No payment or credit will be made to Customer until an Interconnection Agreement has been approved by Utility. Utility is not obligated to make payments to Customer for energy delivered to Utility should Customer fail to meet the requirements of the Interconnection Standards, Interconnection Agreement or become delinquent for payments due to the City or Utility.

Monthly Charges Example:

Customer Load: 10,000 kWh, 30kW

Customer Generation: 5,000 kWh

Utility Delivered: 5,750 kWh, 30 kW (demand if applicable)

Utility Received On-Peak: 390 kWh

Utility Received Off-Peak: 360 kWh

Supplemental Services:

5,750 kWh x Applicable Rate Schedule Charges (\$/kWh)
5,750 kWh x Applicable Power Cost Adjustment Charge (\$/kWh)
30 kW x Applicable Rate Schedule Charges (\$/kW-mo.)
Applicable Customer Charge (\$/Mo.)
Applicable Rate Schedule provisions and Riders

Backup/Maintenance Services:

(Customer Generation (kWh) – Utility Received (kWh)) x Backup Rate
(5,000 – 750) x \$0.02676/kWh

Purchase of Utility Received

Utility Received On Peak (kWh) x On-Peak Rate (\$/kWh)
390 kWh x \$0.03410/kWh
Utility Received Off-Peak (kWh) x Off-Peak Rate (\$/kWh)
360 kWh x \$0.02470/kWh

On-Peak and Off-Peak Hours: For purpose of this provision, the on-peak billing period is defined as 7 a.m. to 11 p.m. Eastern Prevailing Time (EPT) for all weekdays, Monday through Friday. The off-peak billing period is defined 11 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the North American Electric Reliability Corporation (NERC) recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Whenever New Year's Day, Independence Day or Christmas Day occur on a Sunday, the following Monday is recognized by NERC as an observed holiday. The entire twenty-four (24) hours of such Monday will be off-peak hours. The Utility shall have the right to adjust the on-peak/off-peak time periods by giving the Customer thirty (30) day notice.

Metering: A bidirectional wireless interval meter shall be required to register the flow of electricity in both directions on an interval basis. If a QF's existing meter is not a wireless bidirectional interval meter, the Utility shall install, at the QF's expense, a wireless interval meter capable of registering the flow of electricity in both directions on an interval basis.

A meter on Customer's generator shall be required to determine the Customer-owned QF generation (kWh). The QF net generation (QF Generation (kWh) – Utility Received energy (kWh)) shall be used to determine the QF customer monthly Backup/Maintenance Service Charge.

Terms and Conditions: All QFs must operate their interconnected facilities pursuant to the operating requirements of PJM and in accordance with the Company's specifications for interconnection and parallel operation.

All QFs interconnected at the transmission level must comply with PJM policies and procedures for interconnection, including interconnection procedures for small generators.

All QFs interconnected at the distribution or transmission level must comply with the Utility's General Rules and Regulations and enter into a standard interconnection agreement with the Utility.

All QFs interconnected shall be limited so as to not put the Utility in conflict with Utility's transmission interconnection agreement or cause reverse power flow at any Utility transmission delivery point.

Contracts under this schedule shall be made for a period not less than one year.

During any system emergency, Utility may discontinue purchases from QF if such purchases would contribute to the emergency and may discontinue sales to QF if continuing to do so would contribute to the emergency.

For Customers with a QF which qualify under Section 210 of the PURPA of 1978, and which have a total design capacity greater than 1,000 kW, or can provide firm capacity, the Utility may negotiate a contract for service on an individual case basis which shall include energy payments and may include capacity payments, if appropriate.

ORDINANCE 4-22-O

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 16-13-O TO ADOPT UPDATED ELECTRICAL INTERCONNECTION STANDARDS FOR OPERATION OF CUSTOMER-OWNED RENEWABLE ELECTRIC GENERATION FACILITIES WITHIN THE CELINA ELECTRIC UTILITY SYSTEM, AND DECLARING AN EMERGENCY.

WHEREAS, the City recognizes the importance of development and advancement of existing and alternative renewable electric power generating sources; and

WHEREAS, the City has received several requests from customers wishing to install alternative generation, such as solar, to their existing facility and must have specific installation and safety guidelines to make such connections; and

WHEREAS, the City desires to facilitate these renewable generation requests and must repeal and replace Ordinance 16-13-O, passed by City Council on May 13, 2013, in order to adopt revised standards and controls for interconnection, installation and operation of customer owned renewable electric generating facilities within the City and within the City's electric utility system.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio to-wit:

SECTION ONE

THAT, all existing Interconnection Standards contained in Ordinance 16-13-O, or parts of Ordinances in conflict with this Ordinance herewith are hereby repealed. The validity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance.


SECTION TWO

THAT, the Council of the City of Celina hereby adopts the revised Interconnection Standards for Installation and Parallel Operation of Customer-owned Renewable Electric Generation Facilities 150 kW_{AC} or Less, together with the Program Overview, Technical Requirements, Application for Interconnection and Interconnection Agreement, all as attached hereto marked Exhibit "A", fully incorporated herein, and made a part of this Ordinance.

SECTION THREE

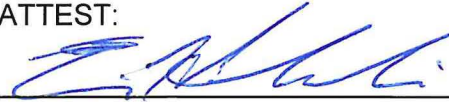
THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare such emergency arising out of the necessity to establish revised Electrical Interconnection Standards at the earliest date possible for pending customer requests. Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28 day of February, 2022.



Jason D. King, President of Council

ATTEST:



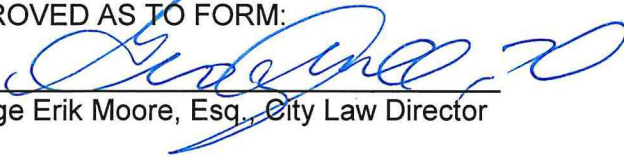
Erin B. Heberlie, Clerk of Council

APPROVED February 28, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

**Interconnection Standards for
Installation and Parallel Operation of
Customer-Owned Renewable Electric
Generation Facilities**

City of Celina, Ohio

July 2021

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PART 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for eligible customers (“Customer”) to interconnect and operate Customer-owned renewable Generation Facilities in parallel with the City of Celina Electric Utility (“Utility”) Electric Distribution System.

2. DEFINITIONS:

- a. **AC** – Alternating Current
- b. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including the Ordinances of the City of Celina and Electric General Rules and Regulations.
- c. **City** – The City of Celina, Ohio.
- d. **Commercial Operation Date** – The date on which the Generation Facility is operating and is in compliance with the requirements of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities as determined by the Utility.
- e. **Customer** – an electric customer interconnected to the Utility Electric Distribution System for the purpose of receiving retail electric service that also owns and operates an approved renewable Generation Facility.
- f. **DC** – Direct Current
- g. **Electric Distribution System** – The Utility facilities and equipment used to provide electric service to customers, including the Customer.
- h. **Excess Generation** – Energy delivered to Utility at any instance when a Customer’s renewable Generation Facility produces more energy than is consumed by the Customer at the same metering point.
- i. **Generation Facility** – For purposes of these Interconnection Standards, the Customer device for conversion of renewable energy to electricity that:
 1. Is fueled by solar or wind;
 2. Is owned by the Customer;
 3. Is located on the Customer’s premises;
 4. Serves only the Customer’s premises (serves no other customers);
 5. Is a Qualified Facility as defined herein;
 6. Is interconnected with and operates in parallel phase and synchronization with the Electric Distribution System and is in compliance with these Interconnection Standards;

7. Contains a Utility-approved mechanism(s) that automatically disconnects the Generation Facility and interrupts the flow of electricity to the Electric Distribution System in the event that electric service to the Customer is interrupted.
- j. **Generator Meter** – Revenue grade interval meter installed on the Customer-owned Generation Facility. A Generator Meter is required when Customer Generation Facility is certified as a Qualifying Facility under the Public Utility Regulatory Policies Act of 1978 or takes service under Utility’s Qualifying Facility schedule.
- k. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any Affiliate thereof.
- l. **Harmonic Distortion** – Distortion of the normal AC sine wave typically caused by non-linear loads or inverters.
- m. **Interconnection Point** – The physical connection of a Generation Facility to the Utility Electric Distribution System.
- n. **Interconnection Application** – The Customer request to interconnect a new Generation Facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing Generation Facility that is interconnected with the Electric Distribution System.
- o. **Interconnection Standards** – Interconnection Standards shall mean all provisions, forms and related documents described in the collective parts of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities, or successor document.
- p. **Metering Point** – The Utility-owned electric meter as shown on the one-line diagram accompanying the Customer’s Interconnection Application.
- q. **Party** – Individually the Utility and the Customer; collectively the “Parties.”
- r. **Prudent Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region by the electric utility industry.

- s. **PURPA** – Public Utility Regulatory Policies Act of 1978 and any subsequent amendments or revisions.
- t. **Qualifying Facility** – For purposes of these Interconnection Standards, a Qualifying facility is defined as:
 - i. A customer-owned facility that is either:
 - (a) A small power production facility with a net power production capacity of five (5) MW or less, whose primary energy source is renewable (hydro, wind or solar), biomass, waste, or geothermal resources. In order to be considered a qualifying small power production facility, a facility must meet all of the requirements of 18 C.F.R. §§ 292.203(a), 292.203(c) and 292.204 and 170 IAC 4-4.1 for size and fuel use; or
 - (b) A cogeneration facility with a net power production capacity of twenty (20) MW or less, that sequentially produces electricity and another form of useful thermal energy (such as heat or steam) in a way that is more efficient than the separate production of both forms of energy. In order to be considered a Qualifying Facility, a facility must meet all of the requirements of 170 IAC 4-4.1 and 18 C.F.R. §§ 292.203(b) and 292.205 for operation, efficiency and use of energy output.
 - ii. A Qualifying Facility with a maximum net power production capacity of greater than one megawatt (1 MW) must be certified as a Qualifying Facility at FERC pursuant to 18 C.F.R. 292.207.
- u. **Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Prudent Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- v. **System Upgrades** – Additions, modifications, improvements, and upgrades to the Electric Distribution System or Customer service connection at or beyond the point of interconnection to facilitate interconnection of the Customer Generation Facility.
- w. **Utility** – City of Celina Electric Utility.
- x. **Voltage Flicker** – A variation of voltage sufficient in duration to allow visual observation of a change in electric light source intensity.

3. ELIGIBILITY:

- a. Must be an electric customer with a Customer-owned Utility approved Generation Facility as defined herein that is interconnected with and operates in parallel phase and synchronization with the Electric Distribution System.
- b. Customer’s utility account must be in good standing and in compliance with Utility electric rate schedules and Rules and Regulations.

4. PRE-APPLICATION REPORT:

An applicant may submit a formal request along with a non-refundable fee of \$300 for a pre-application report on a proposed project at a specific site. The Utility shall provide the pre-application data described in subsection (a) to the applicant within ten business days of receipt of the written request and payment of the \$300 fee.

- a. Total AC capacity (kW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed site.
- b. Existing aggregate generation capacity (kWAC) interconnected to a substation/area bus, bank or circuit, which is the online amount of generation, likely to serve the proposed site.
- c. Aggregate queued generation capacity (kWAC) for substation a substation/area bus, bank or circuit, which is the amount of generation in the queue likely to serve the proposed site.
- d. Available capacity (kWAC) of substation/area bus or bank and circuit most likely to serve the proposed site, which is the total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity.
- e. Substation nominal distribution voltage and/or transmission voltage, if applicable.
- f. Nominal distribution circuit voltage at the proposed site.
- g. Approximate circuit distance between the proposed site and the substation.
- h. Relevant line section(s) peak load estimate, and minimum load data, when available.
- i. Number and rating of protective devices and number and type (standard, bidirectional) of voltage regulating devices between the proposed site and the substation/area. Identify whether substation has a load tap changer.
- j. Number of phases available at the site.
- k. Limiting conductor ratings from the proposed point of interconnection to the distribution substation.
- l. Based on the proposed Interconnection Point, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

The pre-application report need only include pre-existing data. A pre-application report request does not obligate the Utility to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Utility cannot complete some of a pre-application report due to lack of available data, the Utility shall provide the applicant with a pre-application report that includes the data that is available. The Pre-application Request can be found in Exhibit 1.

5. INTERCONNECTION REQUEST:

The Customer shall request interconnection of a Generation Facility by completing and submitting to the Utility the attached document entitled "Interconnection Application" together with the processing fee. The Utility may require additional information or clarification to evaluate the Customer Interconnection Request. Interconnection Applications will be reviewed by the Utility in the order in which they are received. The Interconnection Application shall be date-and time-stamped upon receipt. If an Interconnection Application is viewed as incomplete, the Utility will provide notice to the Customer that the Application is not complete, provide a description of the information needed to complete the Application, and include a statement that processing of the Interconnection Application cannot begin until the Interconnection Application is complete.

Any modification to the design or equipment configuration or to the interconnection site of the Generation Facility not agreed to in writing by the Utility and the Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

- a. ownership of, or a leasehold interest in, or a right to develop a site for the purpose of constructing a Generation Facility;
- b. an option to purchase or acquire a leasehold site for such purpose; or
- c. an exclusivity or other business relationship between Customer and the property owner having the right to sell, lease or grant the Customer the right to possess or occupy the site for such purpose.

The Utility shall assign a queue position to each Interconnection Request based upon the date-and time-stamp of the Interconnection Request. The queue position of each Interconnection Request shall be used to determine cost responsibility for system upgrades.

6. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS:

The purpose of the Distribution System Impact Analysis is to determine if the Generation Facility will have an adverse impact on the Electric Distribution System equipment. If the proposed Generation Facility meets all of the requirements in a. through o. below, it will not be necessary to prepare a Feasibility Analysis and the proposed Generation Facility maybe installed without further analysis. After receiving a properly completed Interconnection Application, the Utility will analyze the potential impact of the proposed Generation Facility on the Electric Distribution System and on other Utility customers. Such analyses will be based on Prudent Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc., and will include the following:

- a. The Customer Generation Facility's proposed interconnection point is on a radial distribution circuit that is subject to the Tariff as defined under PURPA of 1978.
- b. The proposed Generation Facility complies with IEEE 1547 and UL 1741 or successor standards.
- c. The proposed Generation Facility's capacity in aggregation with other generation on the circuit shall not exceed 15 percent (15%) of the line section annual peak demand (kW) as most recently measured at the substation during the previous 12-month period.
- d. The proposed Generation Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 percent (10%) to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the proposed Interconnection point.
- e. The proposed Generation Facility, in aggregation with other generation located on the distribution circuit, may not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the electric distribution system to be exposed to fault currents exceeding 87.5 percent (87.5%) of the short circuit interrupting capability.
- f. No additional Generation Facilities shall be interconnected on a circuit that equals or exceeds 87.5 percent (87.5%) of its short circuit interrupting capability.
- g. No Generation Facility in combination with Utility-owned generation shall be interconnected that would cause reverse power at Utility's transmission interconnection points or cause the Utility to be in conflict with Utility's network transmission provider.
- h. When a proposed Generation Facility is single-phase and is to be interconnected on a center tap neutral on a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 percent of the nameplate rating of the service transformer.
- i. The proposed Generation Facility installation must be certified to pass an applicable non-islanding test, or use reverse power relays or other means to meet IEEE 1547 unintentional islanding requirements.
- j. On a three-phase, three-wire primary electric distribution line, a three- or single-phase generator shall be connected phase-to-phase.
- k. When the Applicant's facility is to be connected to three-phase, four-wire primary distribution lines, a three- or single-phase generator shall be connected line-to-neutral and shall be effectively grounded.
- l. When the proposed Generation Facility is to be interconnected on a single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed Generation Facility, shall not exceed 20 kW.
- m. For interconnection of a proposed Generation Facility to the load side of spot or area network protectors, the proposed Generation Facility must utilize an inverter-based

equipment package, and together with the aggregated other inverter-based generation, shall not exceed the lesser of five percent (5%) of a spot or area network's maximum load or fifty (50) kilowatts.

- n. Construction of facilities by the Utility on the Electric-Distribution System is not required to accommodate the customer-owned Generation Facility.
- o. The Generation Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Generation Facility proposes to interconnect shall not exceed 10 MW in an area where there are transient stability limitations to generating units located in the general electrical vicinity (e.g. 3 or 4 transmission bases from the Interconnection Point).

Feasibility Analysis

If the proposed Generation Facility fails to meet one or more of the above requirements, the Customer may request that the Utility complete an analysis to determine the feasibility of interconnecting the proposed Generation Facility to the Electric Distribution System. The Feasibility Analysis shall include:

1. Initial identification of any circuit breaker short-circuit capability limits exceeded as a result of the interconnection.
2. Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.
3. Initial review of grounding requirements and system protection.
4. A description and nonbinding estimated cost of facilities required to interconnect the Generation Facility to the Electric Distribution System in a safe and reliable manner.

The actual cost of the Feasibility Analysis shall be paid by the Customer. The Utility will provide an estimated cost of the Feasibility Analysis to Customer and Customer shall advance 50% of such estimate to Utility if Customer wants Utility to prepare a Feasibility Analysis. When Feasibility Analysis cost exceeds 50% of the estimated cost, Utility shall bill Customer as such fees are incurred.

System Impact Study

If the Feasibility Analysis concludes that interconnection of the proposed Generation Facility would create an adverse system impact, a System Impact Study is required.

A System Impact Study shall evaluate the impact of the proposed Generation Facility interconnection on the safety and reliability of the Electric Distribution system. The study shall:

1. Identify and detail the system impacts that result if the proposed Generation Facility is interconnected without project or system modifications.

2. Consider the adverse system impacts or potential impacts identified in the Feasibility Analysis.
3. Consider all Generating Facilities that, on the date the System Impact Study is commenced, are directly interconnected with the Electric Distribution System.
4. Consider pending Interconnection Applications of Generation Facilities requesting interconnection to the Electric Distribution System.

The System Impact Study shall consider the following criteria:

1. A load flow study.
2. A short circuit analysis.
3. A stability analysis.
4. Voltage drop and flicker studies.
5. Protection and set point coordination studies.
6. Grounding reviews.

The Utility shall state the underlying assumptions of the Study and share the results of the analyses with the Customer, including the following:

1. Any potential impediments to providing the requested interconnection service.
2. Any required Electric Distribution System Upgrades and the estimated cost and time to engineer and construct said System Upgrades.

The actual cost of the System Impact Study shall be paid by the Customer. The Utility will provide an estimated cost of the System Impact Study to Customer and Customer shall advance 50% of such estimate to the Utility if Customer wants the Utility to prepare a System Impact Study. When System Impact Study cost exceeds 50% of the estimated cost, the Utility shall bill Customer as such fees are incurred.

7. SYSTEM UPGRADES:

The Utility shall not be obligated to make upgrades or improvements to its Electric Distribution System to accommodate the Customer's Generation Facility. Where System Upgrades are required prior to interconnection of the Generation Facility as identified in the System Impact Study, the Utility will provide the Customer with an estimated schedule and the Customer's cost for said System Upgrades.

8. INTERCONNECTION AGREEMENT:

After the Customer and the Utility have identified and mutually agreed on the project scope including the Generation Facility, System Upgrades and estimated costs (if any), the Customer and the Utility shall execute the attached document entitled "Interconnection Agreement." The Interconnection Agreement shall be between the Utility and the Customer and shall not include third parties. Prior to commencement of System Upgrades required to allow interconnection of the Customer-owned Generation Facility, Customer shall deposit with the Utility an amount equal to the estimated cost of said System

Upgrades. See “Section 4. Interconnection Costs” of the Interconnection Agreement (Part 4) for additional information.

9. CODES AND PERMITS:

- a. The Customer shall be responsible for procuring all building, operating, environmental or other permits for the Generation Facility and for the necessary ancillary structures to be installed that are required by any Governmental Authority having jurisdiction.
- b. The Generation Facility and interconnecting equipment shall meet all requirements in “Part 2. Technical Requirements” of these Interconnection Standards.
- c. The construction and facilities shall meet all applicable building and electrical codes.

10. CERTIFICATE OF COMPLETION:

Upon completion of the Generation Facility and prior to the Commercial Operation Date of said Facility, the Customer shall complete and submit a signed copy of the attached document entitled “Certificate of Completion.”

11. NORMAL OPERATION:

The Customer may begin Commercial Operation of the Generation Facility upon receipt of written approval from the Utility.

PART 2. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases under the applicable rate schedule that would apply if the Customer did not have an interconnected Generation Facility.

2. CODE REQUIREMENTS:

The Generation Facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and the Occupational Safety and Health Administration. Specific applicable codes are shown in Section 8 of this Part 2 below as “Standards for Interconnection, Safety and Operating Reliability.”

3. GENERATION FACILITY CONTROL:

The control system of the Generation Facility shall comply with IEEE and UL specifications and standards for parallel operation with the Electric Distribution System and in particular as follows:

- a. Power output control system shall automatically disconnect from the Electric Distribution System upon loss of System voltage and shall not reconnect until System voltage has been restored.
- b. Power output control system shall automatically disconnect from the Electric Distribution System if system voltage fluctuates beyond plus or minus ten percent (10%) and phase angle beyond plus or minus (10%).
- c. Generation Facility shall be operated such that the voltage unbalance attributable to the Generation Facility does not exceed 2.5% at the Interconnection Point.
- d. Generation Facility shall be operated within a power factor range from 0.9 leading to 0.9 lagging. Operation outside this range is acceptable provided the reactive power of the Generation Facility is used to meet the reactive power needs of the electrical loads within the Customer’s facility. The Customer shall notify Utility if it is using Generation Facility for power factor correction.
- e. Power output control system shall automatically disconnect from the Electric Distribution System if the generator fails to operate within the operating frequency range of 59.5 – 60.5 Hz.
- f. Inverter output Harmonic Distortion shall meet IEEE and UL standards.
- g. The Generation Facility shall meet applicable IEEE and UL standards concerning impacts to the Electric Distribution System with regard to Harmonic Distortion, Voltage Flicker, power factor, direct current injection and electromagnetic interference.

4. SYSTEM PROTECTION:

The owner of the Customer-owned Generation Facility is responsible for providing adequate protection to electric Utility facilities for conditions arising from the operation of generation under all Utility distribution system operating conditions. The owner is also responsible for providing adequate protection to its facility under any Utility distribution system operating condition whether or not its customer owned generator is in operation. Conditions may include but are not limited to:

- a. Loss of a single phase of supply.
- b. Distribution system faults,
- c. Equipment failures,
- d. Abnormal voltage or frequency,
- e. Lightning and switching surges,
- f. Excessive harmonic voltages,
- g. Excessive negative sequence voltages,
- h. Separation from supply,
- i. Synchronizing generation,
- j. Re-synchronizing the Owner's generation after electric restoration of the supply.

5. FAULT CURRENT DISCONNECTION:

The Generation Facility shall be equipped with protective equipment designed to automatically disconnect from the Electric Distribution System during fault current conditions and remain disconnected until System voltage and frequency have stabilized.

Circuit Breaker – If a main circuit breaker (or circuit switcher) between the interconnection transformer and the Utility Electric Distribution System is required, the device must comply with the applicable current ANSI Standard from the C37 series of standards that specifies the requirements for circuit breakers, reclosers and interrupting switches.

Terminating Structure – When a new interconnection line is required, the Customer shall provide a suitable structure to terminate the interconnection line. The Customer is responsible for ensuring that terminating structure or substation structural material strengths are adequate for all requirements, incorporating appropriate safety factors. Utility will provide line tension information for maximum dead-end. The structure must be designed for the maximum line tension along with an adequate margin of safety.

Substation electrical clearances shall meet or exceed the requirements of the National Electrical Safety Code. Installation of disconnect switches, bus support insulators and other equipment shall comply with accepted industry practices.

Surge arresters shall be selected to coordinate with the BIL rating of major equipment components and shall comply with recommendations set forth in the applicable current

ANSI Standard C62.2 that specifies the requirements for surge arresters and other surge protection devices.

6. RECLOSING COORDINATION:

The Generation Facility shall be coordinated with Electric Distribution System reclosing devices by disconnecting from the System during de-energized System operation. The Generation Facility shall remain disconnected until System voltage and frequency have stabilized.

Main Disconnect Switch (Voltages exceeding 480 volts) – A gang operated disconnecting device must be located at the Interconnection Point for all three phase interconnections. In all cases the disconnecting device must be clearly labeled, readily accessible to the Utility personnel for use at all times and suitable for use by Utility as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position.

The disconnecting device must have a ground grid designed in accordance with specifications to be provided by Utility. Operation of the device must be restricted to Utility personnel and properly trained operators designated by the Customer. The disconnecting device must comply with the applicable current ANSI Standard from the C37 series of standards that specifies the requirements for circuit breakers, reclosers and interrupting switches.

7. EXTERNAL GENERATION FACILITY AC DISCONNECT SWITCH:

The Customer shall install an external alternating current (AC) disconnect switch within six (6) feet of the Utility electric meter(s) that is visible and readily accessible to Utility representatives at all times. This switch shall be clearly labeled as “Generator AC Disconnect Switch”. The switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position.

8. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY:

The interconnection of a Generation Facility and associated equipment to the Electric Distribution System shall meet the applicable provisions of the following publications or successor standards:

- a. IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1574:
 1. IEEE Standard 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 2. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems

- b. UL 1741 Standard for Inverters, Converters and Controllers for Use in Independent Power Systems
- c. NFPA 70 (2017), National Electrical Code
- d. IEEE Standard 929-2000, *IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*
- e. IEEE Standard C37.90.1-1989 (R1994), *IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems*
- f. IEEE Standard C37.90.2 (1995), *IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers*
- g. IEEE Standard C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers
- h. IEEE Standard C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors
- i. IEEE Standard C62.41.2-2002, *IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits*
- j. IEEE Standard C62.45-1992 (R2002), *IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits*
- k. IEEE Standard 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms
- l. ANSI C84.1-1995 *Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)*
- m. NEMA MG 1-1998, Motors and Generators, Revision 3
- n. IEEE Standard 2030.2, Guide for the Interoperability of Energy Storage Systems Integrated with the Electric Power Infrastructure (Including use of IEEE 2030.3 testing protocols to establish conformity).

9. ACCESS AND INSPECTION BY UTILITY:

Customer shall provide the Utility reasonable opportunity to inspect the Generation Facility prior to its interconnection and Commercial Operation Date and to witness initial testing and commissioning of the Generation Facility. The Utility may witness any commissioning tests required by IEEE 1547/UL 1741.

Following initial testing and inspection of the Generation Facility and upon reasonable advance notice to Customer, the Utility shall have access at all reasonable times to the Generation Facility to perform on-site inspections to verify that the installation, maintenance and operation of the Generation Facility complies with the requirements of these Interconnection Standards. The Utility cost of such inspection(s) shall be at Utility expense; however, the Utility shall not be responsible for any cost Customer may incur as a result of such inspection(s). Upon written request, Customer shall inform the Utility of the

next scheduled maintenance and allow the Utility to witness the maintenance program and any associated testing.

The Utility shall at all times have immediate access to the external Generator AC Disconnect Switch to isolate the Generation Facility from the Electric Distribution System.

10. GENERATION FACILITY OPERATION:

- a. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facility in parallel with the Electric Distribution System. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facility. Upon request from the Utility, Customer shall supply copies of periodic test reports or inspection logs.
- b. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- c. Customer agrees that, without prior written permission from the Utility, no changes shall be made to the configuration of the Generation Facility as approved by the Utility, and no relay or other control or protection settings shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facility complies with Utility-approved settings.
- d. Customer shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated in parallel with the Electric Distribution System, Customer shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the service rendered by the Utility to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the Utility.
- e. Customer's control equipment for the Generation Facility shall immediately, completely, and automatically disconnect and isolate the Generation Facility from the Electric Distribution System in the event of a fault on the Electric Distribution System, a fault on Customer's electric system, or loss of a source or sources on the Electric Distribution System. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on the Electric Distribution System. Additionally, if the fault is on Customer's electric system, such

automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer's electric system.

11. RIGHT TO DISCONNECT GENERATION FACILITY:

The Utility shall have the right and authority to disconnect and isolate the Generation Facility without notice at Utility's sole discretion if the Utility believes that any of the following has occurred or is occurring:

- a. Electric service to Customer's premises is discontinued for any reason;
- b. Adverse electrical effects (such as power quality problems) on the Electric Distribution System and/or the electrical equipment of other Utility customers attributed to the Generation Facility as determined by the Utility.
- c. Electric Distribution System emergencies or maintenance requirements
- d. Hazardous conditions existing on the Electric Distribution System as a result of the operation of the Generation Facility or protective equipment
- e. Failure of the Customer to maintain required insurance and to provide the Utility with proof of insurance within ten (10) days of request.
- f. Utility identification of uninspected or unapproved equipment or modifications to the Generation Facility after initial approval.
- g. Recurring abnormal operation, substandard operation or inadequate maintenance of the Generation Facility.
- h. Noncompliance with the obligations under the Interconnection Agreement. In non-emergency situations, the Utility shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to disconnecting and isolating the Generation Facility.
- i. In the event that the Utility disconnects the Generation Facility for routine maintenance, the Utility shall make reasonable efforts to reconnect the Generation Facility as soon as practicable.
- j. The Customer retains the option to temporarily disconnect its Generation Facility from the Electric Distribution System at any time. Such temporary disconnection shall not constitute termination of the Interconnection Agreement unless the Customer exercises its termination rights under Section 16 of Part 2.

12. RATES AND OTHER CHARGES:

- a. Customer must participate in the applicable Utility Renewable Parallel Generation Rider or Qualifying Facility tariff as a condition of interconnecting a Customer-owned Generating Facility.
- b. Customer must complete and submit to the Utility the Renewable Parallel Generation Application For Service in Part 7. The Utility shall not approve a Customer-owned

Generation Facility Interconnection Application that does not include a completed Renewable Parallel Generation Application For Service.

- c. Terms and conditions of service are contained in the applicable Renewable Parallel Generation Rider and Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities.
- d. Customer must participate in the electric Utility's applicable Renewable Parallel Generation Rider or Qualifying Facility tariff if the customer wishes to receive compensation for any Excess Generation delivered to the Utility.

13. INSURANCE:

Customer shall at its own expense obtain and continuously maintain bodily injury, property damage liability and general liability insurance, without any exclusion for liabilities related to the interconnection undertaken pursuant to the Interconnection Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable liabilities and risks related to the Generation Facility, the ownership and operation of such Generation Facility, and the interconnection itself. Such insurance must be obtained from an insurance provider authorized to do business in the State of Ohio. Customer shall provide proof of insurance to the Utility not later than ten (10) days prior to the commercial operation date of the Generation Facility. Utility shall not interconnect the Generation Facility absent submission by the Customer of proof of insurance in accordance with these Interconnection Standards. Thereafter Customer shall provide proof of insurance to the Utility within ten (10) days of such request by the Utility. Utility receipt of proof of insurance does not imply an endorsement of the terms and conditions of said coverage. Customer shall promptly notify the Utility whenever an accident or incident occurs resulting in injuries or damages that are included within the scope of coverage of such insurance, whether or not Customer intends to submit a claim under such policy.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees and court fees, relating to or arising from any act or omission in its performance of the Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the Utility or the City of Celina be liable for any indirect, special, consequential, or punitive damages.

b. Indemnity

Customer assumes all liability for, and shall indemnify, defend and hold the Utility and the City of Celina harmless from, any and all claims, losses, costs, and expenses of any kind or character, direct or indirect, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, labor costs, and all other obligations by or to third parties arising out of or resulting from the design, construction, operation or maintenance of the Generation

Facility, or the Customer's actions or omissions in breach of its obligations under the Interconnection Agreement. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Utility monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to Utility property; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. If the Utility or the City incurs any costs as to which the indemnity provided in this section b. applies, the Utility or City shall invoice the Customer for such costs in writing. Customer shall remit payment to the Utility or the City, as appropriate, within 45 calendar days of the date of such invoice.

15. EFFECTIVE TERM AND TERMINATION RIGHTS:

The Interconnection Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Section. The Interconnection Agreement may be terminated for the following reasons:

- a. Electric service to Customer's premises is discontinued for any reason. If electric service is disconnected for any reason or a change occurs in the account holder, a new Interconnection Application must be submitted to the electric Utility for consideration;
- b. Customer may terminate the Interconnection Agreement at any time by giving the Utility at least sixty (60) days' prior written notice stating Customer's intent to terminate the Agreement at the expiration of such notice period;
- c. the Utility may terminate the Interconnection Agreement at any time following Customer's failure to generate energy from the Generation Facility in parallel with the Electric Distribution System by the later of two (2) years from the date of execution of the Interconnection Agreement or twelve (12) months after completion of the interconnection;
- d. either Party may terminate the Interconnection Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of the Interconnection Agreement or these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or
- e. The Utility may terminate the Interconnection Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting the Agreement.

Upon termination of the Interconnection Agreement, Customer's Generation Facility shall be permanently disconnected from the Electric Distribution System.

Termination of the Interconnection Agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of said termination.

16. TERMINATION OF ANY APPLICABLE PRIOR AGREEMENT:

From and after the date when service commences under the Interconnection Agreement, the Agreement shall supersede any oral and/or written agreement or understanding between the Utility and Customer concerning the interconnection service covered by the Agreement. Any such prior agreement or understanding shall be deemed to be terminated as of the date interconnection service commences under the Interconnection Agreement.

17. FORCE MAJEURE:

For purposes of the Interconnection Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Ohio, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

If either Party is rendered wholly or partially unable to perform its obligations under the Interconnection Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under the Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

PART 3. INTERCONNECTION APPLICATION

Application No. _____

Customer-Owned Inverter-Based Generation Facility 25 kW_{AC} or Less

This Application for Interconnection of a Customer-Owned inverter-based Generation Facility with a design capacity of 25 kW_{AC} or less is considered complete when it provides all applicable and correct information required below. The Utility may require additional information or clarification to evaluate the Interconnection Application.

Processing Fee

A non-refundable processing fee of \$250 must accompany this Application.

Customer

Name: _____ Utility Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Is the Generation Facility owned by the Customer listed above? Yes No

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Description of Proposed Installation and Operation

Give a general description of the proposed installation, including how you plan to operate the Generation Facility.

Generation Facility Information

Location (if different from above): _____

Energy Source: Solar Wind Battery/Storage

Total Nameplate Rating: (kW) _____ (kVA) _____

Generation Facility Capacity: (kW_{AC}) _____ (kVA_{AC}) _____

Generation Facility Output: (kWh-annual) _____

Single Phase _____ Three Phase _____

Inverter Data

Manufacturer: _____ Model: _____

Rate Power Factor (%): _____ Rated Voltage (Volts): _____ Rated Amperes: _____

Inverter Type (square wave, modified sine wave, pure sine wave): _____

Harmonic Distortion: Maximum Single Harmonic (%) _____

Maximum Total Harmonic (%) _____

Note: Attach all available calculations, test reports, and specification sheets

Prime Mover (Solar, Wind, etc.)

Unit Number: _____ Type: _____

Manufacturer: _____

Serial Number: _____

Is the Generation Facility equipment UL 1741 certified and IEEE 1547 compliant? Yes No

[Note: Requires a Yes for an application to be considered complete.]

If Yes, attach manufacturer's documentation and technical specification sheet showing UL 1741 certification

Have all necessary government permits and approvals been obtained for the project prior to this application?

Yes No [Note: Requires a Yes for an application to be considered complete.]

Utility Accessible Exterior Generation Facility AC Disconnect Switch Provided (Required) Yes No

Location of Utility Accessible Exterior Generation Facility AC Disconnect Switch _____

_____ (e.g. Two feet west of electric meter)

Estimated Installation Date: _____ Estimated Commercial Operation Date: _____

List components of the Generation Facility equipment package:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (As Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (As Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Provide a one line diagram of the Generation Facility. The one line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the Generation Facility to the Point of Interconnection, are noted by symbols. See attached example.

For this application to be considered complete, adequate documentation and information must be submitted that will allow Utility to determine the impact of the Generation Facility on Utility's Electric Distribution System and to confirm compliance by Customer with the provisions set forth in the Interconnection Standards and other applicable requirements. Typically this should include the following:

1. Single-line diagram of the Customer's system showing all electrical equipment from the generator to the Point of Interconnection with Utility's Electric Distribution System.
2. Site Plans showing the physical location of major equipment.
3. Relevant ratings of equipment.
4. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
5. For Certified equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
6. A description of how the generator system will be operated including all modes of operation.

This application is subject to further consideration and study by Utility and the possible need for additional documentation and information from Customer.

Copies of specifications for all Generation Facility equipment (generators, inverters, protective relays, etc.), and any other applicable drawings or documents necessary for the proper design of the interconnection must be submitted with this Application.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the Utility's Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities and will return the Certificate of Completion to the Electric Utility when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

Signature: _____ Date: _____

-----Utility Use-----

Contingent Approval to Interconnect the Generation Facility

Interconnection of the Generation Facility is approved contingent upon Customer compliance with all of the terms and conditions of the Utility's Interconnection Standards and upon return of the Certificate of Completion prior to commencement of Commercial Operation of said Generation Facility.

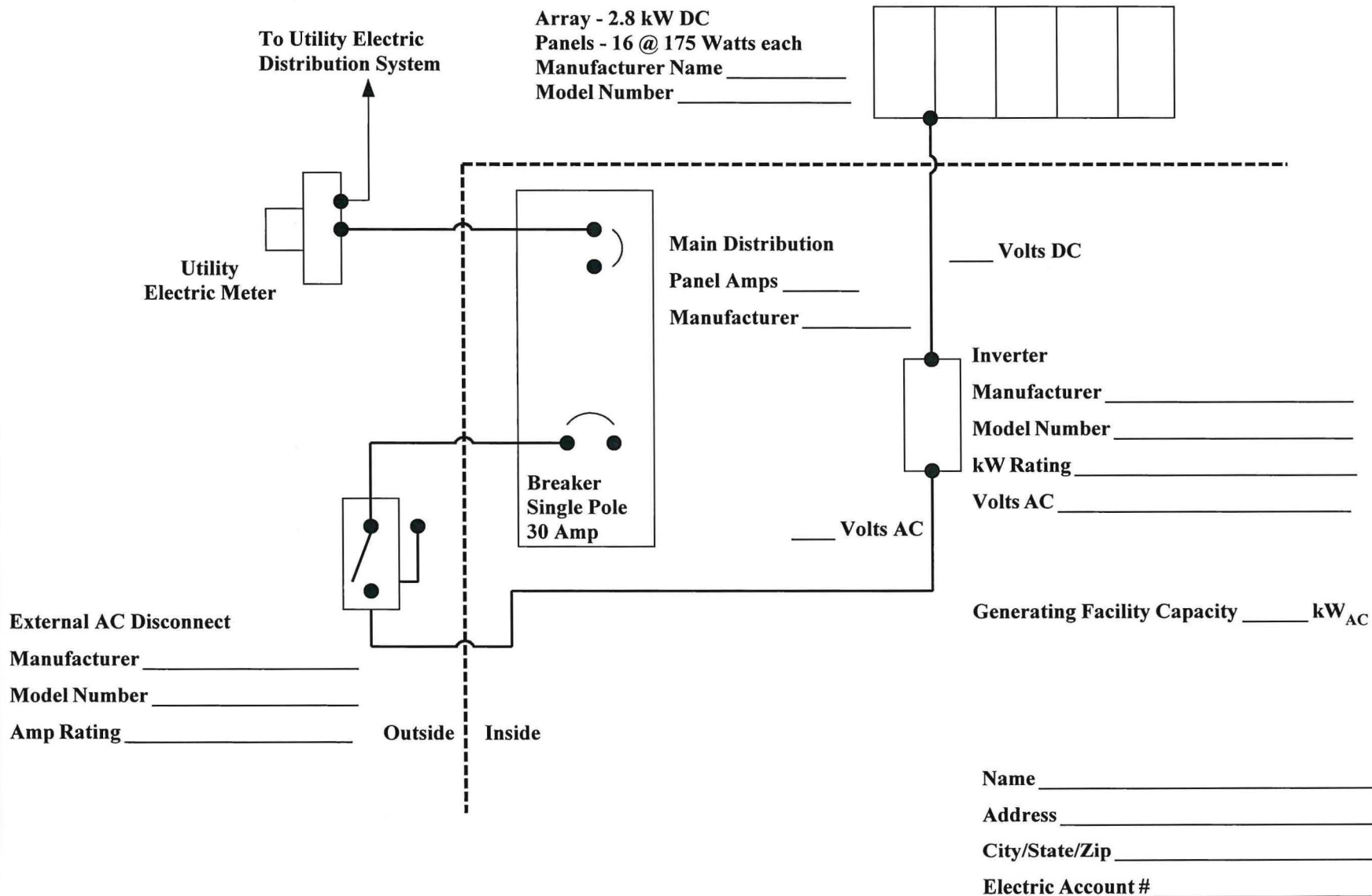
Utility Signature: _____

Title: _____ Date: _____

Application Number: _____

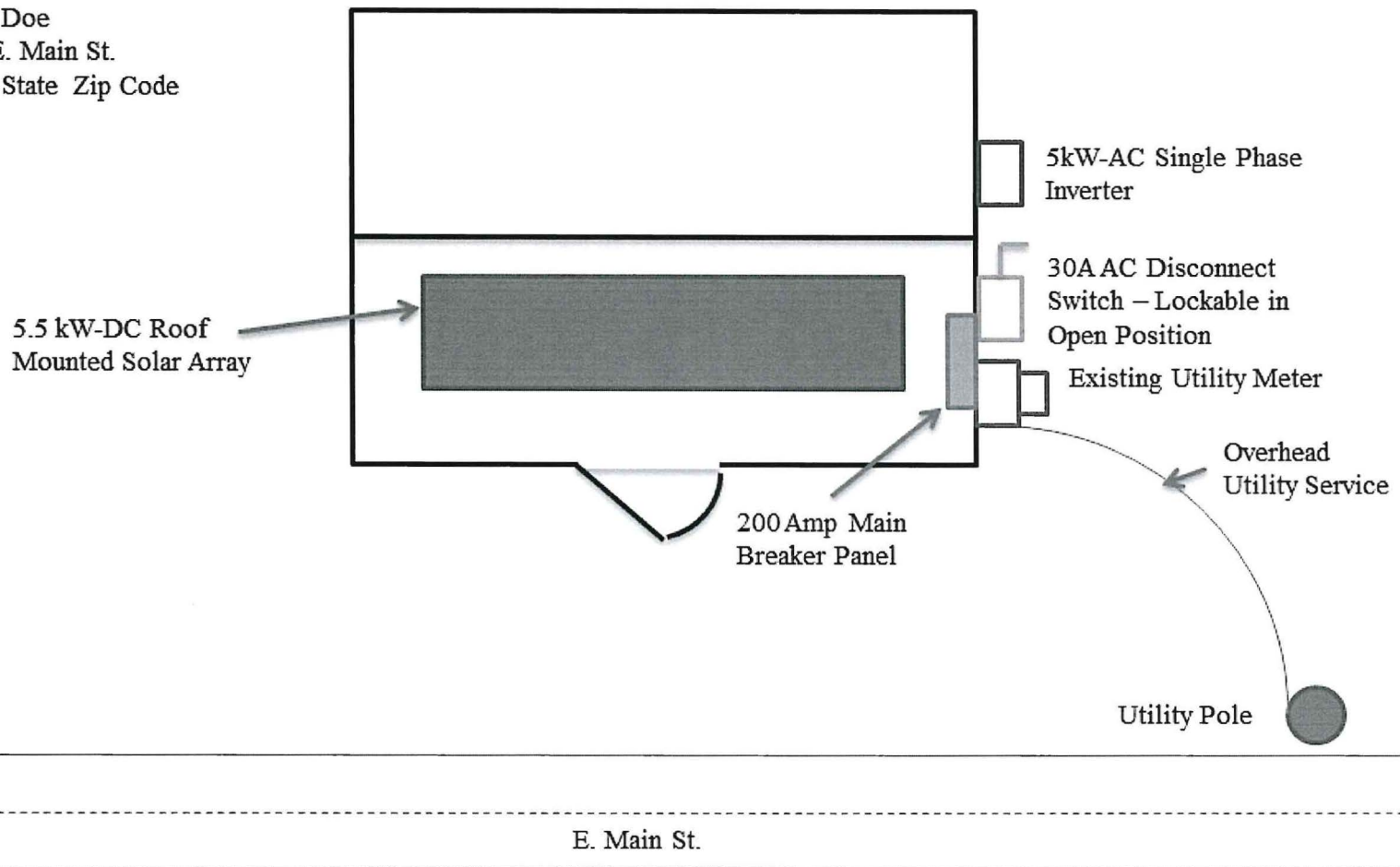
Utility waives inspection/witness test? Yes No Initial _____

One Line Diagram Example



Sample Site Layout

John Doe
111 E. Main St.
City, State Zip Code



PART 3A. INTERCONNECTION APPLICATION

Application No. _____

**Customer-Owned Renewable Electric Generation Facility Greater Than 25 kW_{AC}
or Non-Inverter Based**

This Application for Interconnection of a Customer-Owned Renewable Electric Generation Facility with a design capacity greater than 25 kW_{AC} or non-inverter based design is considered complete when it provides all applicable and correct information required below. The Utility may require additional information or clarification to evaluate the Interconnection Application.

Processing Fee

A non-refundable processing fee of \$250 plus \$1.00 per kW of the applicant’s nameplate rating for all kW above 25 kW.

Customer

Name: _____ Utility Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Is the Generation Facility owned by the Customer listed above? Yes No

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Description of Proposed Installation and Operation

Give a general description of the proposed installation, including how you plan to operate the Generation Facility.

Generation Facility Information

Location (if different from above): _____

Type of Generator: Inverter-Based Synchronous Induction Biomass
 Landfill Gas Hydropower

Energy Source: Solar Wind Battery/Storage

Total Nameplate Rating: (kW) _____ (kVA) _____

Generation Facility Capacity: (kW_{AC}) _____ (kVA_{AC}) _____

Generation Facility Output: (kWh-annual) _____

Single Phase _____ Three Phase _____

Inverter Data (If Applicable)

Manufacturer: _____ Model: _____

Rate Power Factor (%): _____ Rated Voltage (Volts): _____ Rated Amperes: _____

Inverter Type (square wave, modified sine wave, pure sine wave): _____

Harmonic Distortion: Maximum Single Harmonic (%) _____

Maximum Total Harmonic (%) _____

Note: Attach all available calculations, test reports, and specification sheets

Synchronous Generator Data (If Applicable)

Model Number: _____ Total number of units on site: _____

Manufacturer: _____

Type: _____ Date of manufacture: _____

Serial Number (each): _____

Phases: Single _____ Three _____ R.P.M.: _____ Frequency (Hz): _____

Rated Output (for one unit): _____ Kilowatt _____ Kilovolt-Amper _____

Rated Power Factor (%): _____ Rated Voltage (Volts) _____ Rated Amperes: _____

Synchronous Reactance (X'd): _____ % on _____ KVA base

Transient Reactance (X'd): _____ % on _____ KVA base

Subtransient Reactance (X'd): _____ % on _____ KVA base

Negative Sequence Reactance (Xs): _____ % on _____ KVA base

Zero Sequence Reactance (Xo): _____ % on _____ KVA base

Neutral Grounding Resistor (if applicable): _____

I₂²t of K (heating time constant): _____

Additional Information: _____

Induction Generator Data (If Applicable)

Rotor Resistance (Rr): _____ ohms Stator Resistance (Rs): _____ ohms

Rotor Reactance (Xr): _____ ohms Stator Reactance (Xs): _____ ohms

Magnetizing Reactance (Xm): _____ ohms Short Circuit Reactance (Xd''): _____ ohms

Design letter: _____ Frame Size: _____

Exciting Current: _____ Temp Rise (deg C°): _____

Reactive Power Required: _____ Vars (no load), Vars _____ (full load)

Additional Information: _____

Prime Mover (Solar, Wind, etc.)

Unit Number: _____ Type: _____

Manufacturer: _____

Serial Number: _____ Date of manufacturer: _____

H.P. Rates: _____ H.P. Max.: _____ Inertia Constant: _____ lb.-ft2

Energy Source (hydro, steam, wind, etc.) _____

Generation Facility Transformer (Complete all applicable items)

TRANSFORMER (between generator and utility system)

Generator unit number: _____ Date of manufacturer: _____

Manufacturer: _____

Serial Number: _____

High Voltage: _____ KV, Connection: delta wye, Neutral solidly grounded? _____

Low Voltage: _____ KV, Connection: delta wye, Neutral solidly grounded? _____

Transformer Impedance (Z): _____ % on _____ KVA base

Transformer Resistance (R): _____ % on _____ KVA base

Transformer Reactance (X): _____ % on _____ KVA base

Neutral Grounding Resistor (if applicable: _____

Is the Generation Facility equipment UL 1741 certified and IEEE 1547 compliant? Yes No

[Note: Requires a Yes for an application to be considered complete.]

If Yes, attach manufacturer's documentation and technical specification sheet showing UL 1741 certification

Have all necessary government permits and approvals been obtained for the project prior to this application?

Yes No [Note: Requires a Yes for an application to be considered complete.]

Utility Accessible Exterior Generation Facility AC Disconnect Switch Provided (Required) Yes No

Location of Utility Accessible Exterior Generation Facility AC Disconnect Switch _____

(e.g. Two feet west of electric meter)

Estimated Installation Date: _____ Estimated Commercial Operation Date: _____

List components of the Generation Facility equipment package:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (As Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (As Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Provide a one line diagram of the Generation Facility. The one line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the Generation Facility to the Point of Interconnection, are noted by symbols. See attached example.

For this application to be considered complete, adequate documentation and information must be submitted that will allow Utility to determine the impact of the Generation Facility on Utility's Electric Distribution System and to confirm compliance by Customer with the provisions set forth in the Interconnection Standards and other applicable requirements. Typically this should include the following:

1. Single-line diagram of the Customer's system showing all electrical equipment from the generator to the Point of Interconnection with Utility's Electric Distribution System, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

7. A description of how the generator system will be operated including all modes of operation.

This application is subject to further consideration and study by Utility and the possible need for additional documentation and information from Customer.

Provide a site layout of the Generation Facility and nearby features. The site layout is a basic drawing showing the location of the Generation Facility, electric meter(s), AC and DC disconnect switches, existing electrical panels, disconnects, and utility transformers, conduit/conductor runs and lockout locations.

Copies of manufacturer's ownership, operating and maintenance manuals, specifications for all Generation Facility equipment (generators, transformers, inverters, circuit breakers, protective relays, etc.), test reports and any other applicable drawings or documents necessary for the proper design of the interconnection must be submitted with this Application.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the Utility's Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities and will return the Certificate of Completion to the Electric Utility when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

Signature: _____ Date: _____

-----Utility Use-----

Contingent Approval to Interconnect the Generation Facility

Interconnection of the Generation Facility is approved contingent upon Customer compliance with all of the terms and conditions of the Utility's Interconnection Standards and upon return of the Certificate of Completion prior to commencement of Commercial Operation of said Generation Facility.

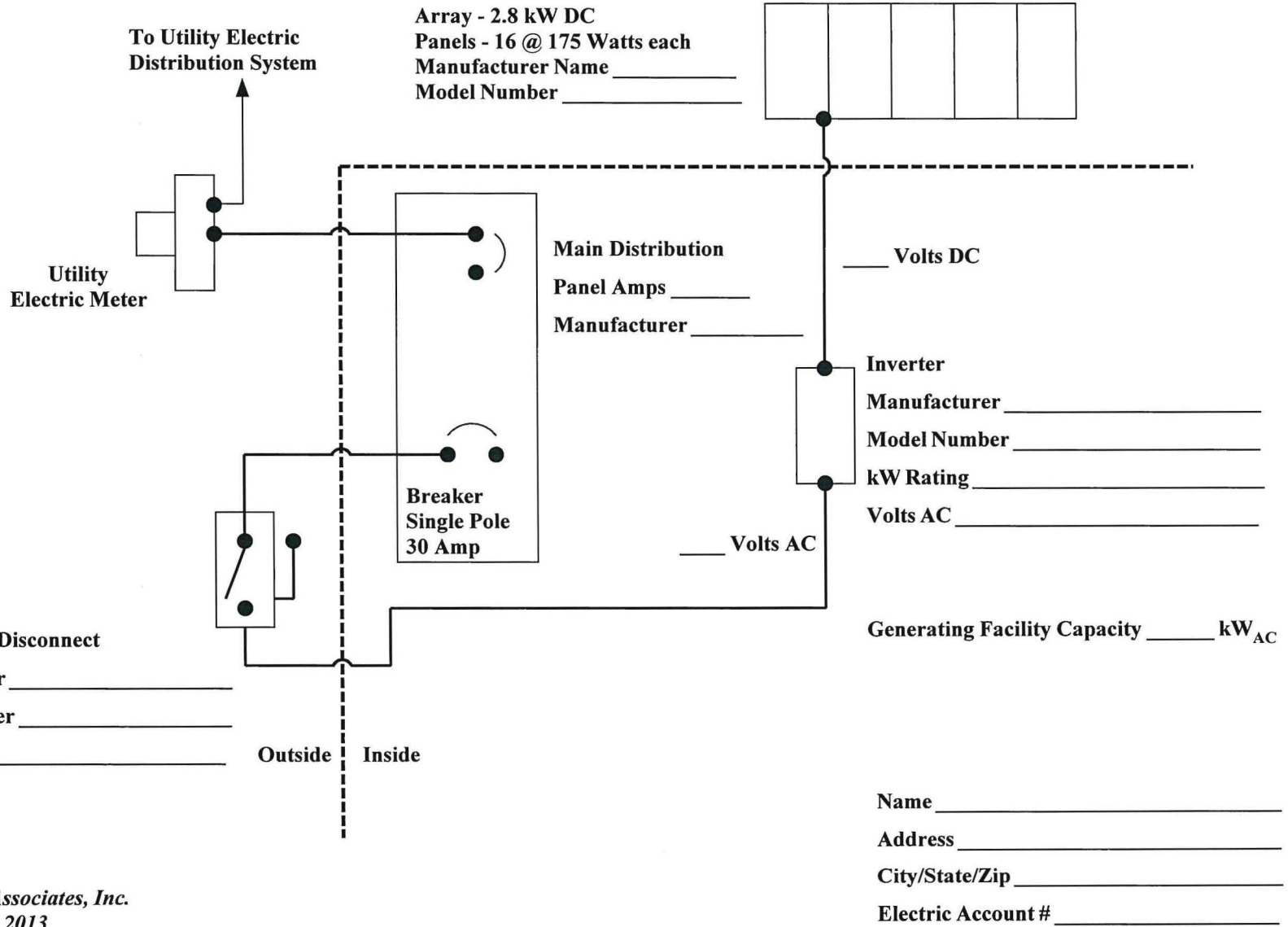
Utility Signature: _____

Title: _____ Date: _____

Application Number: _____

Utility waives inspection/witness test? Yes No Initial _____

One Line Diagram Example



Sawvel and Associates, Inc.
 February 13, 2013

PART 4. INTERCONNECTION AGREEMENT

Application No. _____

**City of Celina Electric Utility
Customer-Owned Renewable Electric Generation Facility**

This Agreement, (“**Agreement**”) is entered into by and between the City of Celina Electric Utility (“**Utility**”) and _____, (“**Customer**”). The Customer electric account subject to this Agreement is Account Number _____. Customer and Utility are referenced in this Agreement collectively as “**Parties**” and individually as “**Party.**”

Recitals

WHEREAS, the Utility owns and operates an Electric Distribution System serving the City of Celina, Ohio, and surrounding area;

WHEREAS, Customer owns or desires to install, own and operate a Utility-approved renewable, electric Generation Facility with a rated output of _____ kW_{AC}, interconnected with and operating in parallel with the Utility Electric Distribution System;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT:

This Agreement governs the terms and conditions under which the Generation Facility will interconnect with and operate in parallel with the Electric Distribution System.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in Part 1, Section 2 of the Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities.

3. PARALLEL OPERATION:

Customer shall not interconnect or commence parallel operation of the Generation Facility until written Approval to Energize the Generation Facility under Part 6 of these Interconnection Standards has been provided by the Utility. The Utility shall have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

4. INTERCONNECTION COSTS:

Prior to commencement of System Upgrades that are required to allow interconnection of the Customer-owned Generation Facility, Customer shall deposit with the Utility an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer, the Utility shall refund the difference to the Customer within 60 days of completing said System Upgrades. If the actual costs of said System Upgrades exceed the amount deposited by the Customer, the Utility shall bill the Customer for the difference. Customer agrees to pay the invoiced amount within 30 days of the invoice date. The utility will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research. All costs related to installation of said meter or meters shall be borne by the Customer.

5. INTERRUPTION OR REDUCTION OF DELIVERIES:

The Utility may require the Customer to interrupt or reduce energy deliveries when the Utility determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Prudent Utility Practice. No compensation or credit will be provided to the Customer by the Utility for such interruptions or reductions in energy deliveries.

6. ADVERSE OPERATING EFFECTS:

The interconnection of the Generation Facility shall not reduce the reliability and quality of Utility Electric Distribution System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The Utility shall notify the Customer as soon as practicable if, based on Prudent Utility Practice, operation of the Generation Facility causes disruption in or deterioration of service to other Utility electric customers or if operating the Generation Facility could damage the Electric Distribution System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the Utility may disconnect the Generation Facility with no further notice.

7. COMPLIANCE WITH INTERCONNECTION STANDARDS REQUIREMENTS:

Customer has read the Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities, as adopted by the Utility, and agrees to comply with all requirements included therein, including, but not limited to, all insurance and indemnity provisions identified in Paragraphs 13 and 14 therein.

8. ACCESS TO PREMISES:

The Utility shall have access to the Customer premises or property and to the Generation Facility’s external AC generator disconnect switch as permitted in its policies, Rules and Regulations and Interconnection Standards.

9. GOVERNING LAW:

This Agreement shall be interpreted and governed under the laws of the State of Ohio, the Ordinances of the City of Celina, and Utility Electric Rates and Regulations.

10. DOCUMENTS:

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities as the same may be amended from time to time.

11. NOTICES:

All written notices shall be directed as follows:

Customer:

Name: _____

Address: _____

City/State/Zip: _____

Celina Electric Utility:

Name: _____

Title: _____

City/State/Zip: _____

12. TERM OF AGREEMENT:

This Agreement shall be in effect when executed by the Customer and the Celina Electric Utility and shall remain in effect thereafter month to month unless terminated in accordance with the provisions of Section 15 of “Part 2 Technical Requirements”.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Customer:

Signature

Print Name

Date

Celina Electric Utility:

Signature

Print Name and Title

Date

PART 5. CERTIFICATE OF COMPLETION

Application No. _____

**City of Celina Electric Utility
Customer-Owned Renewable Electric Generation Facility**

Is the Generation Facility installed, tested and ready for operation? Yes _____ No _____

Customer: _____ Utility Account Number: _____

Address: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Location of the Generation Facility (if different from above): _____

Has the Generation Facility been installed in accordance with all applicable building codes, permits and ordinances (if applicable)? Yes _____ No _____

Electrician/Service Company:

Name: _____

Address: _____

City/State/Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date electric Utility approved Interconnection Application: _____

Application Number: _____

Inspection:

The Generation Facility has been installed and inspected in compliance with all applicable electrical codes.

A copy of the signed electrical inspection form is attached. Yes No

(If inspection form is not attached)

Signature of Inspector: _____ Date

Printed name of Inspector

Insurance:

The Generation Facility is covered with an insurance policy as described in the Technical Requirements, 13 and 14. A copy of proof of insurance is attached. Yes No

PART 6. APPROVAL TO ENERGIZE GENERATION FACILITY

Application No. _____

**City of Celina Electric Utility
Customer-Owned Renewable Electric Generation Facility**

The Celina Electric Utility, having entered into an Interconnection Agreement for the Generation Facility described in the Application noted by number above and having received a Certificate of Completion with proper documentation of the electrical inspection hereby authorizes the Generation Facility to be energized:

Electric Utility Signature: _____

Title: _____ Date: _____

PART 7. RENEWABLE ELECTRIC GENERATION APPLICATION FOR SERVICE

Application No. _____

City of Celina Electric Utility

Customer Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Utility Account Number: _____

Contact Person: _____

Telephone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

This application is for electric service under the applicable City of Celina Electric Utility (“Utility”) rate schedule or rider for customer-owned parallel generation. The Customer elects to operate the Generation Facility defined in Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities under the following rate tariff or rider:

Rider “C” – Renewable Parallel Generation Rider

Rider “D” – Qualifying Facility Service

The Generation Facility meets the definitions and requirements of said Interconnection Standards. Total rated output of the Generation Facility is _____ kW_{AC}. Customer acknowledges that he/she has read the Qualifying Facility (QF) schedule and/or applicable rider and agrees to all terms and conditions contained therein, including without limitation those specified in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities. Specifically, the Customer understands and agrees that an electric meter or meters capable of registering the flow of electricity in each direction must be in service at the Generation Facility. If a Utility-approved meter with this capability is not in service, Customer must submit a written request to the Utility to acquire, install, maintain, and read an approved meter at the Customer’s cost. All costs related to installation of said meter or meters shall be borne by the Customer.

Customer acknowledges that he/she understands and agrees the Qualifying Facility schedule or applicable rider language and rates are subject to change. Customer further acknowledges there shall be no “grandfathering” pertaining to schedule/rider rates and language of customers operating Utility approved Customer-owned Generation Facility.

Requested By:

Customer Name

Authorized Signature

Date

Approved By:

Name

Utility Signature

Date

Rejected:

Name

Utility Signature

Reason for Rejection

Date

Exhibit 1

Interconnection Service – Pre-application Request

I am considering the installation of a ____ kW_{AC} Generation Facility that will require interconnection service with Utility's Electric Distribution System. I am requesting a pre-application report for the site listed below. I understand the pre-application report will only include pre-existing data that is available as of the date it is prepared and that Utility is not obligated to conduct a study or other analysis in the event the data is not readily available. I also acknowledge the data is subject to change and may not be applicable at the time an interconnection service application is submitted. Enclosed is the \$300 nonrefundable processing fee.

Please proceed with preparing the Interconnection Service Pre-application Report.

Account Number: _____

Street Address: _____

City: _____

Print Customer Name: _____

Customer Signature: _____

Date: _____

Type of Generation: _____

ORDINANCE 5-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO HIRE AN ADDITIONAL HUMAN RESOURCE COORDINATOR FOR TRAINING AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance 34-20-O passed by Council December 21, 2020 allows for the permanent full time position of one (1) Human Resource Coordinator; and

WHEREAS, the current Human Resource Coordinator has submitted a notice of resignation to the Safety-Service Director effective May 31, 2022; and

WHEREAS, it is the desire of the Safety-Service Director to hire an additional full-time Human Resource Coordinator up to ninety (90) days prior to June 1, 2022 for training purposes; and

WHEREAS, said additional position of Human Resource Coordinator will be abolished effective June 1, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, Celina City Council hereby authorizes the Safety-Service Director to hire an additional full-time Human Resource Coordinator for training purposes effective March 3, 2022 through May 31, 2022.

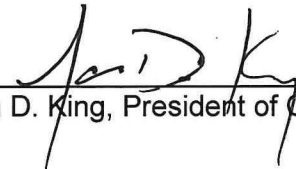
SECTION TWO

THAT, said additional Human Resource Coordinator position shall be established and assigned the pay grade and benefits in accordance with the Non-Union Ordinance 41-20-O authorized by Celina City Council November 23, 2020.

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to allow for the posting and interviewing process to hire the additional personnel for training purposes. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 14 day of February, 2022



Jason D. King, President of Council

ATTEST:



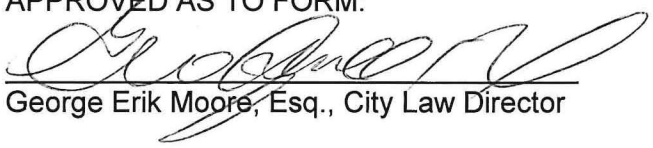
Erin B. Heberlie, Clerk of Council

APPROVED February 14, 2022.



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 6-22-O

AN ORDINANCE APPROVING THE FORFEITURE OF REAL ESTATE COMMONLY KNOWN AS 216 PORTLAND STREET, CELINA, OHIO, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code § 5723.01 empowers a municipal corporation to acquire by forfeiture certain tracts of land and town lot, which, pursuant to foreclosure proceedings under, *inter alia*, § 5721.18 of the Revised Code, have been advertised and offered for sale on two separate occasions, not less than two weeks apart, and not sold for want of bidders; and

WHEREAS, the premises commonly known as 216 Portland Street, Celina, Mercer County, Ohio, and which is more-formally described in "In the Matter of: Foreclosure of Liens for Delinquent Taxes by Action In Rem Pursuant to O.R.C. § 5721.18(B), Dave Wolters, Treasurer of Mercer County, Ohio, Plaintiff, v. Parcels of Land Encumbered with Delinquent Tax Liens, and Mark A. Poplaski, et. al., Defendants" case number 21-CIV-028 in the Mercer County Court of Common Pleas (hereinafter the "premises") is subject to the forfeiture of property statutory provision under § 5723.01 with the premises being forfeited to the City of Celina in the event that the City of Celina elects and requests of the Mercer County Court of Common Pleas to have the premises so forfeited to the City of Celina; and

WHEREAS, in the event that the City of Celina elects and chooses to have the premises so forfeited to the City of Celina, all of the right, title, claim, and interest of the former owner will be transferred to and be vested in the City of Celina, with the City of Celina taking the premises subject to all taxes and assessments (including any and all outstanding and future amounts of taxes and assessments); additionally, the court costs of 21-CIV-028 shall be paid by the City of Celina as part of the dispositional Order of the Court; and

WHEREAS, the current amount of outstanding taxes and assessments pertaining to the premises pro-rated to February 28, 2022 is Twenty-Four Thousand Seven Hundred Forty and 82/100 Dollars (\$24,740.82), the "court costs" in said litigation as of February 11, 2022 is Two Thousand Three Hundred Ninety-Six and 70/100 Dollars (\$2,396.70), and the negotiated settlement "Medicaid recovery amount" is Two Thousand Five Hundred Dollars (\$2,500.00); and

WHEREAS, the Celina City Council expressly finds and declares that said real estate would be beneficial for governmental purposes of the City of Celina; and

WHEREAS, there are sufficient funds remaining in the Contingency Fund, appropriated by City Council through Ordinance 56-21-O which was passed on December 20, 2021.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, City Council hereby approves the City of Celina acquiring all of the right, title, claim, and interest of the former owner of the premises described hereinabove, with the City of Celina taking the premises by forfeiture as described above subject to all taxes and assessments associated with the premises (including any and all outstanding and future amounts of taxes and assessments); additionally, the court costs of 21-CIV-028 shall be paid by the City of Celina.

SECTION TWO

THAT, the Celina City Council expressly finds and declares that said real estate would be beneficial for governmental purposes of the City of Celina.

SECTION THREE

THAT, the Law Director is hereby authorized to take any and all actions and sign any and all documents necessary to effectuate the intent of Council including notifying the Mercer County Court of Common Pleas that the City desires to have the premises so forfeited to the City of Celina under the terms and conditions as set forth within this legislation; and that the Mayor and Safety-Service Director and/or their designee(s) are hereby authorized to take any and all actions and sign any and all documents necessary to effectuate the intent of Council.

SECTION FOUR

THAT, the Auditor is hereby authorized to draw warrants in an amount not to exceed \$35,000 from the Contingency Fund for the purpose of effectuating the intent of Council, including paying all outstanding taxes and assessments, as well as the court costs associated with 21-CIV-028.

SECTION FIVE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the fact that the Court would prefer to know the City of Celina's intentions by the next-scheduled hearing in 21-CIV-028, which is scheduled for March 7, 2022. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 14th day of February, 2022



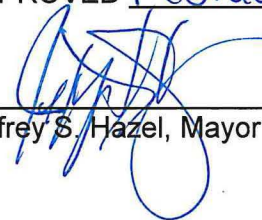
Jason D. King, President of Council

ATTEST:



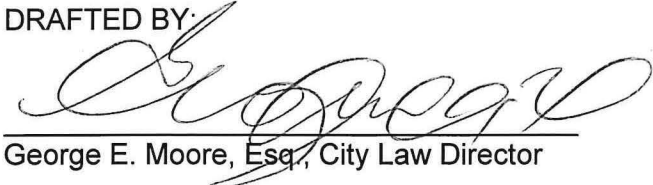
Erin B. Heberlie, Clerk of Council

APPROVED February 14, 2022



Jeffrey S. Hazel, Mayor

DRAFTED BY:



George E. Moore, Esq., City Law Director

ORDINANCE 7-22-O

AN ORDINANCE ACCEPTING A DONATION FROM CELINA VFW POST 5713 TO THE CELINA CITY RECREATION DEPARTMENT FOR THE SPONSORSHIP OF THREE SPORTS TEAMS AND MONIES LEFT OVER OF THE DONATION TO BE USED AS THE CELINA CITY RECREATION DEPARTMENT SEES FIT SUCH AS REWARDS AND RECOGNITION AT THE END OF THE SEASON AND APPROPRIATING FUNDS.

WHEREAS, the Celina VFW Post 5713 has offered a monetary donation of One Thousand Five Hundred Seventy Five Dollars (\$1575.00) for the sponsorship of three sports teams and monies left over of the donation to be used as the Celina City Recreation Department sees fit such as rewards and recognition at the end of the season.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Celina City Council gratefully acknowledges and accepts the donation of One Thousand Five Hundred Seventy Five Dollars (\$1575.00) from the Celina VFW Post 5713 to the Celina City Recreation Department for the sponsorship of three sports teams and monies left over of the donation to be used as the Celina City Recreation Department sees fit such as rewards and recognition at the end of the season.

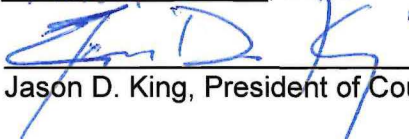
SECTION TWO

THAT, the Celina City Council hereby directs the Auditor to appropriate One Thousand Five Hundred Seventy Five Dollars (\$1575.00) from the unappropriated balance of the Parks/Recreation Fund (224.410.5490) for the sponsorship of three sports teams and monies left over of the donation to be used as the Celina City Recreation Department sees fit such as rewards and recognition at the end of the season.

SECTION THREE

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 14 day of March, 2022



Jason D. King, President of Council

ATTEST:




Erin B. Heberlie, Clerk of Council

APPROVED April 13, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 8-22-O

AN ORDINANCE APPROVING AN APPLICATION FOR A DESIGNATED OUTDOOR REFRESHMENT AREA, ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA IN THE CITY OF CELINA, AND TO ENSURE PUBLIC HEALTH AND SAFETY WITHIN SUCH AREA.

WHEREAS, the City of Celina, a municipality with a population of less than thirty-five thousand, is permitted to create a Designated Outdoor Refreshment Area pursuant to the Ohio Revised Code Section 4301.82; and

WHEREAS, on February 28, 2022 the Safety Service Director submitted an application to the City of Celina Council for approval of a Designated Outdoor Refreshment Area in a specific area of the City of Celina described in the application; and

WHEREAS, pursuant to Sections 4301.82(C) and 4301.82(F)(2) of the Ohio Revised Code, notice of the filing of the application for a Designated Outdoor Refreshment Area was published in a newspaper of general circulation in the City of Celina on March 1, 2022 and March 8, 2022; and

WHEREAS, the City of Celina Council conducted a public hearing on March 14, 2022 to consider the application; and

WHEREAS, the Designated Outdoor Refreshment Area application as submitted, to include the premises of the permit holders located at the street addresses on Appendix A, meets the requirements of Section 4301.82(8) (1-5), it being further clarified that the boundary of the Designated Outdoor Refreshment Area includes the premises of the permit holders located at the street addresses listed on Exhibit A; and

WHEREAS, the approval of the Designated Outdoor Refreshment Area will serve to enhance the experiences of patrons of City business establishments and the attendees of special events held within the City of Celina.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the City of Celina Council approves the Designated Outdoor Refreshment Area application as having met requirements of Ohio Revised Code Section 4301.82 and approves the establishment of a Designated Outdoor Refreshment Area in the City of Celina comprised of the area as depicted on Exhibit A, attached hereto and made a part hereof, such area include and encompass the premises of the permit holders located at the street addresses listed on Appendix A, as is required to be published pursuant to Section 4301.82(F)(1)(a).

SECTION TWO

THAT, the City of Celina Council desires inclusion of the West Bank Rotary Walkway within the Designated Outdoor Refreshment Area that meet the requirements of 4301.82 of the Ohio Revised Code at such time the Ohio Legislature amends such legislation to provide for consumption of approved alcoholic beverages on specified "entertainment corridors", more specifically known as the West Bank Rotary Walkway that is adjacent and parallel to West Bank Road as shown in Exhibit A as "Future Annexations" of approximately 5.2 acres. City Council further notes this addition shall only be included through the pending annexation of West Bank Road and the West Bank Rotary Walkway from the southern corporation boundary crossing West Bank Road south to the West Bank Spillway at the headwaters of Beaver Creek and to include the entire right-of-way of West Bank Road and the contiguous West Bank Rotary Walkway with Ohio Revised Code amendments enacted by the Ohio Legislature.

SECTION THREE

THAT, the City of Celina Council determines that all public notice requirements of Section 4301.82 of the Ohio Revised Code prior to the passage of this Ordinance have been met.

SECTION FOUR

THAT, in order to ensure the public health and safety and in accordance with Ohio Revised Code Section 4301.82(F)(1)(b), the number, spacing, and type of signage designating the Designated Outdoor Refreshment Area boundary shall be set forth on Exhibit B, attached hereto and made a part hereof.

SECTION FIVE

THAT, the Designated Outdoor Refreshment Area encompasses not fewer than four (4) qualified permit holders, all which are identified on Appendix A, attached hereto and made a part hereof, by business name, address, liquor permit type and liquor permit number. Also included on Exhibit C, and in accordance with Section 4301.82(F)(1)(c) are the hours of operation for the Designated Outdoor Refreshment Area, which will apply to all activity within the Designated Outdoor Refreshment Area, only as may be limited by approval of special event permitting.

SECTION SIX

THAT, the Public Health and Safety Plan as described on Exhibit D, attached hereto and made part hereof is hereby approved as meeting the requirements of Section 4301.82(F)(1)(d), including the manner which the number of personnel needed to carry out the plan shall be determined.

SECTION SEVEN

THAT, the Sanitation Plan that will help maintain the appearance and public health of the area as described on Exhibit D, attached hereto and made a part hereof, is hereby approved as meeting the requirements of Section 4301.82(F)(1)(e-f), including the manner in which the number of personnel needed to carry out the plan shall be determined.

SECTION EIGHT

THAT, as is required by Section 4301.82(F)(1)(g), beer and intoxicating liquor shall only be served in plastic containers, which shall be provided by the qualified permit holders in a readily-identified container, as approved by the Safety Service Director.

SECTION NINE

THAT, the City of Celina Council shall review the requirements of the Designated Outdoor Refreshment Area, as established herein, one year from the effective date of this Ordinance to determine whether to continue the Designated Outdoor Refreshment Area under the same or modified terms and conditions, or dissolve it according to statutory provisions.

SECTION TEN

THAT, the Clerk of Council is hereby instructed to forward a copy of this Ordinance to the Ohio Division of Liquor Control and to the investigative unit of the Ohio Department of Public Safety, all in accordance with Ohio Revised Code Section 4301.82(C) and Section 4301.82(F)(3).

SECTION ELEVEN

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28 day of March, 2022



Jason D. King, President of Council

ATTEST:




Erin B. Heberlie, Clerk of Council

APPROVED April 27, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

**Application to Celina City Council for the establishment of a
Designated Outdoor Refreshment Area**



Submitted: February 28th, 2022
Safety Service Director: Tom Hitchcock

Introduction of Application

Effective April 30th, 2017 Section 4301.82 of the Ohio Revised Code authorizes municipalities under 35,000 in population to create Designated Outdoor Refreshment Areas or “DORA”. In order to consider the creation of a DORA, the city manager must file an application with City Council which meets certain statutory requirements outlined below. The application filing must be advertised for two consecutive weeks in a newspaper of general circulation. Not earlier than 30 days, but not later than 60 days, after initial publication of the notice, City Council may approve or disapprove of the application by ordinance or resolution. The creation of a Designated Outdoor Refreshment Area will serve as an economic tool to attract patrons to the City of Celina, generate additional sales at local restaurants, and continue to highlight the area as a destination for dining and entertainment.

The purpose of this application is to request the City Council create and approve a Designated Outdoor Refreshment Area (DORA) in the City of Celina. The application includes the following sections:

- A map of the proposed Designated Outdoor Refreshment Area (150 acres or less)
- A statement of the nature and type of establishments in the proposed area
- A statement verifying that not less than four liquor permit holders are included in the area
- Evidence that the proposed Designated Outdoor Refreshment Area is in accord with the City of Celina’s Comprehensive plan
- Proposed requirements that ensure the public health and safety in the Designated Outdoor Refreshment Area
- Dates and hours of operation

Map of Proposed DORA, Not Exceeding 150 Contiguous Acres

Refer to Exhibit A attached. Exhibit A includes a map of the proposed Designated Outdoor Refreshment Area. Twenty-one (21) establishments have been identified as a “Qualified Permit Holder” as defined in ORC 4301.82 and are included in the Designated Outdoor Refreshment Area Appendix A. In accordance with ORC 4301(B)(3) the DORA will encompass not fewer than four (4) qualified permit holders. These include:

- Amstutz & Orick LLC - DBA Sidecar Martinis on Main (D5, D6), Permit #0180123
- Ashman Golf LLC – DBA Celina Lynx Golf Course (D5, D6), Permit #0296837
- Boardwalk Grill LLC – (D1, D2, D3, D6), Permit #0771415
- Bostyn INC – DBA CJ’s Highmarks (D5I, D6) Permit #0855812
- Bottle N Keg INC – (D1, D2, D3, D3A) Permit #08579980005
- Casa Rodriguez INC – (D1, D3) Permit #1310783

- Celina’s Country Music Authority LLC – DBA Boots N Bourbon (D5) Permit #1354625
- Chouraku Asian Bistro & Hibachi LLC – (D1, D2, D3, D3A, D6) Permit #1430341
- Donnie & Tinas Sidetrack Bar & Grill LLC – (D5) Permit #7211064
- Holiday Sports LLC – (D5) Permit #3917777
- Lake Edge LLC – (D1, D2, D3, D6) Permit #4974190
- Mcdowell Coleman INC – DBA Bellas Italian Grill (D5, D6) Permit #57299520005
- Plaza Bowling Lanes INC – (D5) Permit #6961847
- Red Door Productions LLC – DBA 211 Club & 213 S. Main St. 1st & 2nd Fls & Patio (D1, D2, D3, D6) Permit #7241085
- Roberts Town Tavern INC – DBA Ctown Wings and Patio (D5I) Permit #74329520015
- The Potter House on Main Street LLC – DBA Java Nation & Patio (A1A, A1C) Permit #70585380005
- Viejito LTD – DBA La Carreta & Patio (D5I, D6) Permit #9271024
- Jin Yu INC. – DBA Asian Buffet (D2, D2X) Permit #4290579
- Buckeye Valley Pizza Hut LTD – DBA Pizza Hut of Celina (D1) Permit #10731720020
- Moose Lodge 1473 – (D4, D6) Permit #528497514731
- Fraternal Order Eagles – (D5, D6) Permit #279401101291

The proposed Designated Outdoor Refreshment Area is 143.09 acres in size which is within the requirements of the area being 150 acres or less.

Nature and Types of Establishments Located Within DORA

The proposed DORA includes the Downtown area. Fully encompassing; however, but not limited to other “Qualified Permit Holders” off of Main Street, and also extends East down Market Street, as well as up Grand Lake Rd., Havemann Rd., and Irmischer Blvd. This area includes restaurants, stores, financial institutions, professional services, and miscellaneous retail. While there are single-family residences and apartments in this area, the DORA was specifically designed to encompass key areas of business and retail in the community.

Evidence That the Proposed DORA is in Accord with the City of Celina’s Comprehensive Plan

1. **Goal – Expand opportunities for commercial shopping and entertainment. Assist in funding infrastructure and other improvements that support downtown.**
2. **Goal – Encourage development of a diverse economic base to provide a variety of employment opportunities.** Develop strategies to attract quality business and industry to Celina to diversify the economic base of the area.

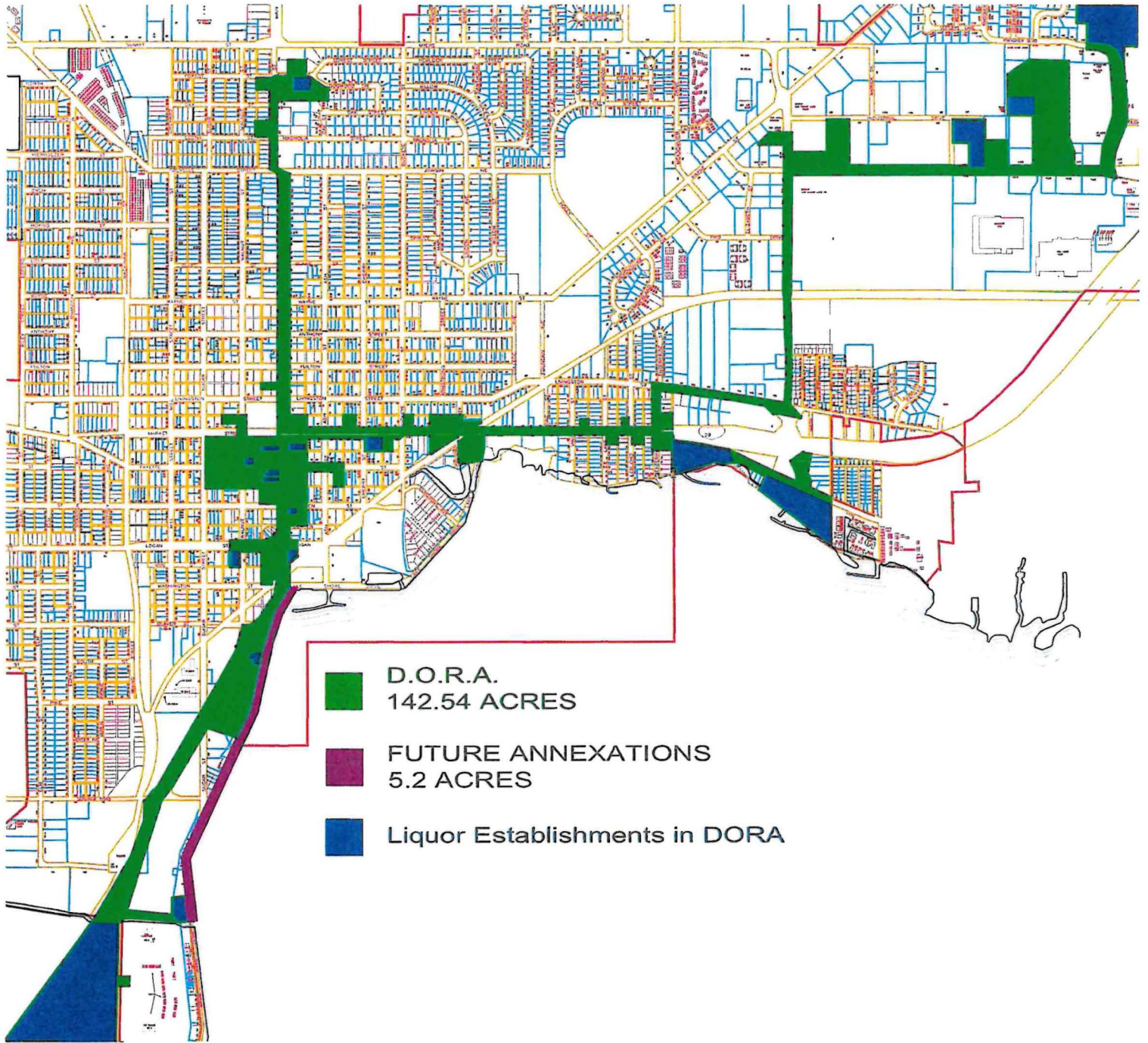


Exhibit B

The City of Celina will place informational signs at every intersecting roadway within the DORA boundaries.

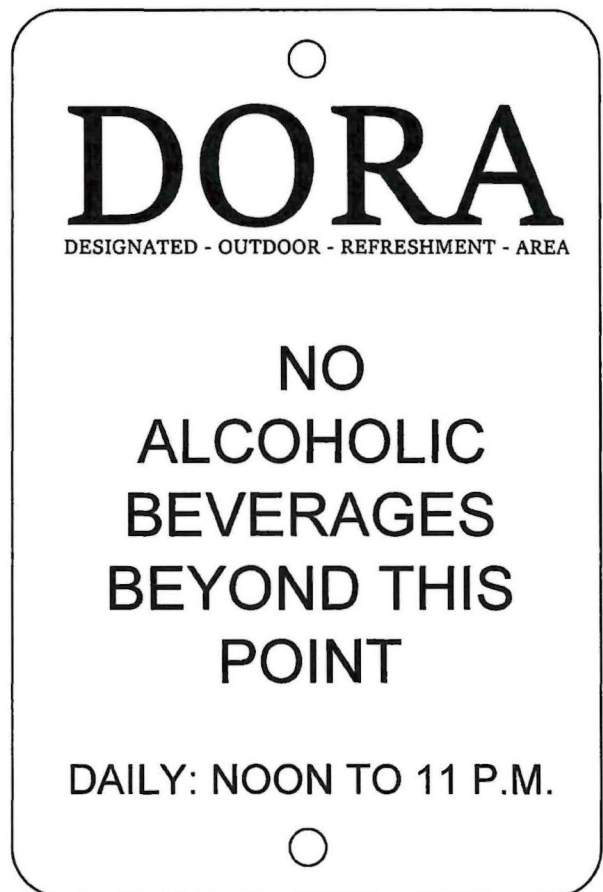
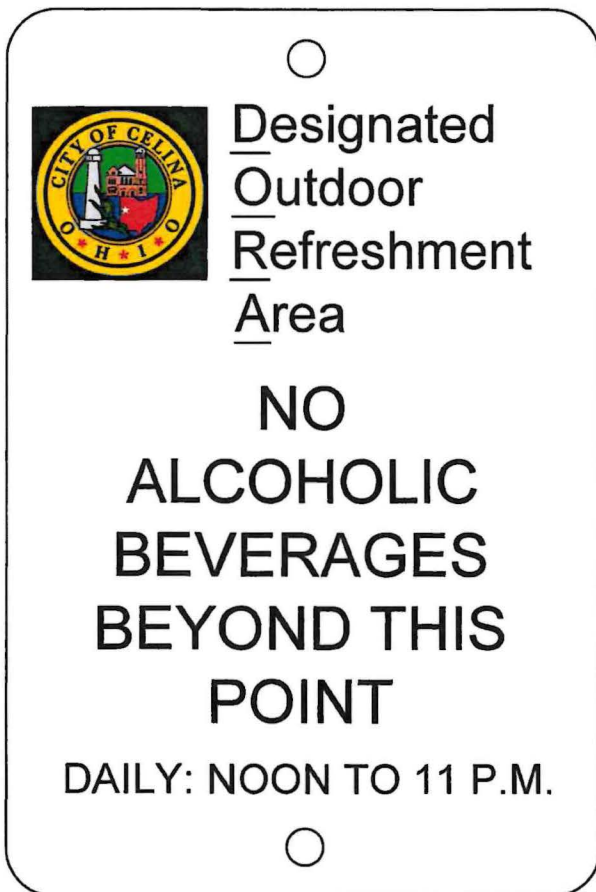


Exhibit C

Designated Hours of Operation

The DORA will be in operation Monday – Sunday from 12pm – 11pm. Special hours of the DORA operation will be allowed as designated in advance by the Mayor or Safety Service Director for the occasion of Holidays or Special events, with the consent of City Council.



Sample of cups that could be used in Designated Outdoor Refreshment Area

Exhibit C



Exhibit D

Safety and Sanitation Plan

Safety Plan

The Celina Police Department is located Downtown adjacent to the DORA and routine patrols will enforce responsible behavior. For planned events that draw additional crowd, the Police Chief may have additional officers assigned specifically to the DORA.

In general, one safety and one sanitation personnel will be available during all operational hours of the DORA. During special events and festivals minimum staffing of safety and sanitation personnel will be mandated.

Sanitation Plan

The City of Celina Public Works Department, assisted by private contractors will be responsible for ensuring that all the trash receptacles in the DORA are emptied regularly and are ample to handle generated waste. Special events which are anticipated to draw additional crowds will be addressed by the placement of additional temporary trash receptacles and portable toilets. The Public Works Superintendent will continually monitor the condition of the DORA and make any changes to the sanitation plan that are necessary to maintain a clean and presentable environment.

DORA Shutdown

The City Administration will have the authority to shut down the DORA at any time without prior notice. A shutdown may be ordered by any of the following: Mayor, Safety Service Director, or Police Chief. The order may be given verbally to the Police Officer in charge at the time. The officer in charge will prepare a notice to be delivered to all liquor license holders in the DORA. Once all notices have been served the DORA will be temporarily shut down. The same process will reopen DORA.

Appendix A

Permit Number	Permit Name	DBA	Class	Street
0180123	AMSTUTZ & ORICK LLC		D5, D6	209 S MAIN ST
0296837	ASHMAN GOLF LLC	DBA CELINA LYNX GOLF COURSE EXCLUDING HOLES 2 THRU 8 & 14 & 15	D5, D6	1221 IRMSCHER BLVD
0771415	BOARDWALK GRILL LLC		D1, D2, D3, D6	725 W BANK RD & PATIOS
0855812	BOSTYN INC	DBA CJ S HIGHMARKS	D5I, D6	1211 IRMSCHER BLVD
08579980005	BOTTLE N KEG INC		D1, D2, D3, D3A	129 W FAYETTE ST
1310783	CASA RODRIGUEZ INC	DBA CASA RODRIGUEZ	D1, D3	202 W LOGAN ST
1354625	CELINAS COUNTRY MUSIC AUTHORITY LLC	DBA BOOTS N BOURBON	D5	201 S MAIN ST & PATIO
1430341	CHOURAKU ASIAN BISTRO & HIBACHI LLC	DBA CHOURAKU ASIAN BISTRO & HIBACHI	D1, D2, D3, D3A, D6	302 S MAIN ST
7211064	DONNIE & TINAS SIDETRACK BAR & GRILL LLC	DBA SIDETRACK BAR & GRILL	D5	402 S MAIN ST 1ST FL & PATIO
3917777	HOLIDAY SPORTS LLC		D5	6301 US127
4974190	LAKE EDGE LLC		D1, D2, D3, D6	109 S MAIN ST & PATIO
57299520005	MCDOWELL COLEMAN INC	DBA BELLAS ITALIAN GRILLE	D5, D6	1081 W BANK RD & PATIO
6961847	PLAZA BOWLING LANES INC	DBA PLAZA LANES	D5	114 E FORREST ST
7241085	RED DOOR PRODUCTIONS LLC	DBA 211 CLUB & 213 S MAIN ST 1ST & 2ND FLS & PATIO	D1, D2, D3, D6	211 S MAIN ST 1ST FL & BSMT & PATIO
74329520015	ROBERTS TOWN TAVERN INC	DBA C TOWN WINGS & PATIO	D5I	1903 HAVEMANN RD
70585380005	THE POTTER HOUSE ON MAIN STREET LLC	DBA JAVA NATION & PATIO	A1A, A1C	108-110 S MAIN ST
9271024	VIEJITO LTD	DBA LA CARRETA & PATIO	D5I, D6	308 E MARKET ST
4290579	Jin Yu INC	DBA ASIAN BUFFET	D2, D2x	1917-19 HAVEMANN RD
10731720020	BUCKEYE VALLEY PIZZA HUT LTD	DBA PIZZA HUT OF CELINA	D1	1152 E MARKET ST & PATIO
528497514731	LOOM LODGE 1473 CELINA	DBA THE MOOSE LODGE - CELINA	D4, D6	1120 E MARKET ST
279401101292	FOE AERIE1291	DBA FRATERNAL ORDER OF EAGLES - CELINA	D5, D6	1400 SR703 & PATIO

ORDINANCE 9-22-O

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CELINA AND SMALL TOWN PRIDE FOR THE LEASE OF THE BRYSON PARK DISTRICT.

WHEREAS, the City of Celina, Ohio (hereinafter "City") is committed to the promotion of community activities and use of its public parks; and

WHEREAS, Small Town Pride "Celina Pride" (hereinafter "Committee") is holding a one-day non-alcohol festival event to promote equality for all people at the Bryson Park District to enjoy live music along with food vendors and crafts for sale during the event; and

WHEREAS, a written lease with the City is necessary for the Committee to reserve exclusive use of the park area for their scheduled event; and

WHEREAS, the City finds cooperation with the Committee's request to be reasonable and necessary to assist in facilitating the entertainment and coordination of activities and encourage community participation in the event.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio:

SECTION ONE

THAT, the Mayor and Safety Service Director is hereby authorized from year to year to enter into a Lease Agreement with Small Town Pride in the amount of One Dollar (\$1.00) per annum plus the current rental fee for the use of the red tent, shelter houses, and other valuable considerations for use of the City's Bryson Park District during the Small Town Pride "Celina Pride" event in a form substantially similar to the Lease Agreement which is attached hereto as Exhibit A and incorporated herein referenced.

SECTION TWO

NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.


PASSED this 25th day of April, 2022



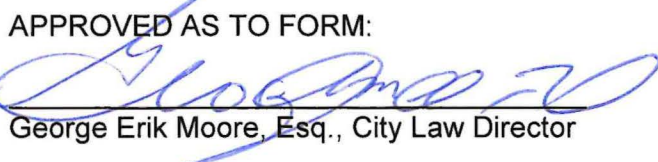
June Scott, President Pro-Tem

ATTEST:


Michael F. DiDonato, Interim Clerk of Council

APPROVED May 25, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

FESTIVAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022, by and between the **City of Celina**, a municipal corporation, of 225 N. Main Street, Celina, Ohio 45822 (hereinafter "Lessor") and **Small Town Pride**, whose mailing address is 3505 State Route 703, Celina, Ohio 45822 (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessee conducts an annual non-alcohol festival event, open to the general public, to promote equality for all people and enjoy other activities and entertainment; and

WHEREAS both parties have agreed that it is best to enter into an agreement to preserve the right of Lessee to utilize Lessor's park property for scheduled festival activities; and

WHEREAS, in the spirit of community betterment, this agreement shall be for the use of the park property during the Small Town Pride "Celina Pride", June 25, 2022, for the sum of One Dollar (\$1.00) per annum plus the current rental fee for the use of the red tent, shelter houses, and other good and valuable consideration.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. Description of Premises: Lessor agrees that Lessee shall have exclusive use of the following premises for a one-day non-alcohol festival event as follows:

See attached map which is attached hereto and labeled as "Exhibit 2" which is fully incorporated herein by reference.

Together with all buildings, improvements, structures, rights, privileges, easements and appurtenances thereto belonging, in their current condition (hereinafter referred to as "the premises".)

2. Fixtures: The premises shall include all items presently attached or appurtenant to the real property described above or used in the operation thereof.

3. Terms: The cost to lease the property and facilities described in number 1 and 2 above shall be One Dollar (\$1.00) per annum plus the current rental fee for the use of the red tent and shelter houses shall be paid on or by June 1, 2022.

4. Possession: Lessee shall have the right to exclusive possession of the premises 24 hours prior to and 24 hours after any scheduled festival event. Lessee bears the responsibility of notifying Lessor's Park's and Public Work's Department of the festival activities at least ninety (90) days in advance so as to avoid conflicts in scheduling.

5. Duration: This agreement shall be effective immediately, and shall be perpetual in nature; provided, however, that the same shall be subject to review on an annual basis. Either

party may terminate this agreement upon providing ninety (90) days written notice to the other party hereto of their intent to do the same.

6. Maintenance: Lessor shall remain responsible for all maintenance to the premises, including, but not limited to, refuse disposal, lawn care, and facility repair. Further Lessor shall remain responsible for all utilities utilized on the premises. Lessee shall be responsible for clean-up and disposal of trash, debris and structures resulting directly from the festival event.

7. Insurance, Waiver, Hold Harmless and Indemnifications: Lessee represents that it presently has in place and in force a policy of adequate and proper insurance covering the premises. Further, Lessee acknowledges that it has read and voluntarily executed the "Waiver of Liability/ Release of Claims" which is attached hereto and labeled as "Exhibit 1", which is fully incorporated herein by reference.

This Agreement shall be governed by the laws of the State of Ohio and shall not be assignable by either party without the written consent of the other.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

The City of Celina, Ohio by:

Witness -

Jeffrey S. Hazel, Mayor

Witness -

Thomas J. Hitchcock, P.E.,
Safety Service Director

Small Town Pride by:

Witness -

Jules Morrison, Vice President

Approved as to Form:

George Erik Moore, Esq.
Celina Law Director

Waiver of Liability / Release of Claims

I/we, being desirous of entering into a "Festival Lease Agreement" with the City of Celina, Ohio for the exclusive use of certain real property within the City of Celina, Ohio (describe activity), hereinafter known as the "activity", for myself/ourselves and for my/our assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships, **hereby knowingly and freely and voluntarily assume all such risks** associated with the use of / participation in / engagement in the activity with the City of Celina, Ohio (hereinafter "Celina", with such term herein encompassing but not limited to the City of Celina, Ohio itself, as well as Celina's owners, officers, employees, agents, assigns and successors, agents, representatives, servants, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships).

It is further expressly agreed and understood that Celina **shall not be liable for any injuries (including personal) or any damage** to any person and/or entity, or to the property of any such individual and/or entity, or be subject to any claim, demand, injury or damages whatsoever, **including** without any limitation, those **damages resulting from acts or active or passive negligence on the part of Celina**. I/we, for himself/herself/ourselves and on behalf of his/her/their executors, administrators, heirs, assigns and successors, **does hereby expressly forever release and discharge Celina from all such claims, demands, injuries, damages, actions or causes of action.**

It is further understood that only individuals/entities who have executed a Waiver of Liability / Release of Claims are permitted to use / participate in / engage in the activity with Celina, and that the undersigned shall ensure that any prospective user / prospective participant complete all paperwork required, from time to time, by Celina associated with such use / participation; such responsibility to ensure said paperwork is completed and properly submitted to Celina lies solely with any such person/entity who has extended such an invitation to any other person/entity; **any person/entity who has invited any other person/entity to so use / participate in the activity hereby agrees to be held liable, whether individually and/or jointly and severally with any such individual, entity, or otherwise, for any and all damages associated with their failure to so comply with the provisions set forth within this paragraph, and further agrees to indemnify, defend and hold harmless Celina from any and all claims, demands, injuries and/or damages whatsoever flowing therefrom and/or associated therewith, and agrees to pay the attorney fees of any such person/entity associated in any manner with defending any such claims.**

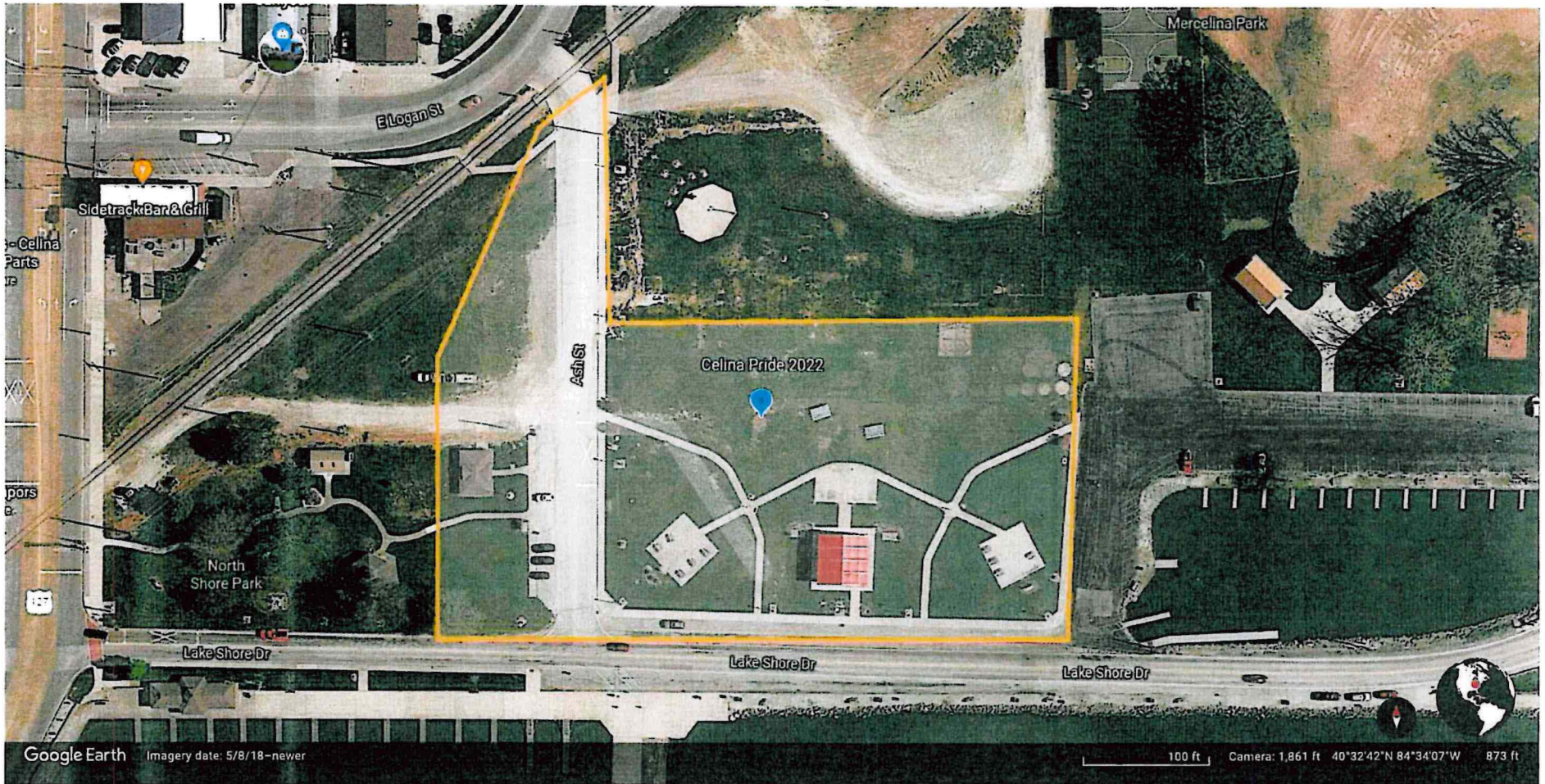
This document prepared by:
 George E. Moore, Esq.
 Celina City Law Directory
 Ohio Attorney no. 0082391
 Indiana Attorney no. 27604-38
 225 N. Main Street
 Celina, Ohio 45822
 (567) 890-4141 (Tel)
 CelinaLawDirector@gmail.com

 Signature

 Date

 Witness

 Date



ORDINANCE 10-22-O

AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 56-21-0 AS THE FIRST SUPPLEMENT TO THE 2022
ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.

WHEREAS, two (2) City Council Members are in need of laptop computers for official legislative activities and funds now need to be appropriated for the the purchase of these laptop computers at an estimated cost of Two Thousand Three-Hundred Dollars (\$2,300.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **General Funds:**

Council Stat/Incid (110.111.5410) \$759.00

Appropriate from unappropriated balance **Electric Fund:**

Elec Adm/Gen Council Stat/Incid (661.111.5410) \$736.00

Appropriate from unappropriated balance **Water Fund:**

Water Elec Adm/Gen Council Stat/Incid (663.111.5410) \$402.50

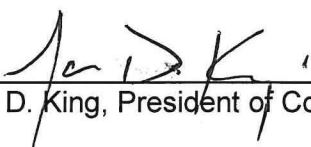
Appropriate from unappropriated balance **Waste Water Fund**

Waste Water Adm/Gen Council Stat/Incid (666.111.5410) \$402.50

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to purchase laptop computers for the City Council Members for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28 day of March, 2022




Jason D. King, President of Council

ATTEST:



Erin B. Heberlie, Clerk of Council

APPROVED March 28, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director

ORDINANCE 11-22-O

AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE 56-21-0 AS THE SECOND SUPPLEMENT TO THE 2022 ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.

WHEREAS, a monetary donation from the Jerry Andrew Fund to the Celina Parks and Recreation Department to add pickleball courts, was previously accepted and acknowledged in Resolution 22-21-R; and

WHEREAS, the pickleball courts will be constructed this year and the funds must now be appropriated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **Park Capital Fund:**

Park Capital Fund (362.224.5550) \$30,000.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11 day of April, 2022

Jason D. King, President of Council

ATTEST:

Erin B. Heberlie, Clerk of Council

APPROVED April 11, 2022 Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik. Moore, Esq., City Law Director

ORDINANCE 12-22-O

AN ORDINANCE TO APPROVE, ADOPT AND ENACT THE CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision; and

WHEREAS, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the ordinances of the City of Celina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2022 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION TWO

THAT, the following sections and chapters are hereby enacted, amended or repealed as respectively indicated in order to comply with current State law.

ADMINISTRATIVE CODE

101.03 Rules of Construction. (Amended)

TRAFFIC CODE

301.183 Low-Speed Micromobility Device. (Added)
301.22 Pedestrian. (Amended)
301.51 Vehicle. (Amended)
303.082 Private Tow-Away Zones. (Amended)
303.083 Impounding Vehicles on Public Property. (Added)
331.211 Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Amended)
331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
333.03 Maximum Speed Limits. (Amended)

TRAFFIC CODE (CONT.)

335.02 Permitting Operation Without Valid License; One License Permitted. (Amended)
335.021 Ohio Driver's License Required for In State Residents. (Amended)
335.04 Certain Acts Prohibited. (Amended)
335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
371.13 Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)
371.14 Low-Speed Micromobility Devices. (Added)
373.10 Motorized Bicycle Operation. (Amended)
373.12 Electric Bicycles. (Amended)

GENERAL OFFENSES CODE

505.071	Cruelty to Companion Animals. (Amended)
509.07	Making False Alarms. (Amended)
513.01	Drug Abuse Control Definitions. (Amended)
513.15	Sale of Dextromethorphan. (Added)
517.01	Gambling Definitions. (Amended)
517.02	Gambling. (Amended)
517.06	Methods of Conducting a Bingo Game; Prohibitions. (Amended)
517.08	Raffles. (Amended)
517.09	Charitable Instant Bingo Organizations. (Amended)
517.11	Bingo or Game of Chance Records. (Amended)
517.13	Bingo Exceptions. (Amended)
517.14	Instant Bingo Conduct by a Veteran's or Fraternal Organization. (Amended)
517.16	Skill-Based Amusement Machines. (Amended)
517.17	Electronic Instant Bingo; Prohibited Conduct. (Added)
525.13	Interfering with Civil Rights. (Amended)
529.01	Liquor Control Definitions. (Amended)
529.07	Open Container Prohibited. (Amended)
533.08	Procuring; Engagement in Sexual Activity for Hire. (Amended)
533.09	Soliciting. (Amended)
533.091	Loitering to Engage in Solicitation. (Amended)
533.10	Prostitution. (Amended)
537.02	Vehicular Homicide and Manslaughter. (Amended)
537.19	Hazing Prohibited. (Added)
541.04	Criminal Mischief. (Amended)
541.05	Criminal Trespass. (Amended)
541.051	Aggravated Trespass. (Amended)
545.03	Property Exceptions as Felony Offense. (Amended)
545.09	Passing Bad Checks. (Amended)
549.02	Carrying Concealed Weapons. (Amended)
549.06	Unlawful Transactions in Weapons. (Amended)
553.05	Railroad Vandalism. (Amended)

FIRE PREVENTION CODE

1519.01	Fireworks Definitions. (Amended)
1519.05	Application. (Amended)
1519.06	Safety Requirements for Fireworks Showroom Structures. (Added)

SECTION THREE

THAT, the complete text of the Traffic and General Offenses Code sections listed above are set forth in full in the 2022 replacement pages to the Codified Ordinances which are hereby attached to this Ordinance as Exhibit A. Any publication of this ordinance shall include the summary of new material in the Traffic and General Offenses Codes as set forth above.

SECTION FOUR

THAT, this Ordinance is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the public health, safety and welfare and for the further reason that it is necessary to bring the Traffic and General Offenses Codes into compliance with current State law as required by Article XVIII, Section 3 of the Ohio Constitution. Now, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 25th day of April, 2022



June Scott, President Pro-Tem

ATTEST:

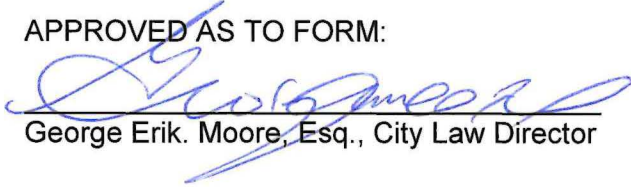


Michael F. DiDonato, Interim Clerk of Council

APPROVED April 25, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik. Moore, Esq., City Law Director

ORDINANCE 13-22-O

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF CELINA FOR REPLACEMENT OF LEAD SERVICE LINES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

WHEREAS, the City of Celina desires to replace lead service lines from meter pits into customer buildings; and

WHEREAS, the City of Celina intends to apply for Water Pollution Control Loan Fund (WPCLF) for the replacement of lead lines; and

WHEREAS, the Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Safety-Service Director and/or his designee is/are hereby authorized to apply for a Water Pollution Control Loan Fund (WPCLF) loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for lead service line replacement cost.

SECTION TWO

THAT, the dedicated source of repayment will be water fund.

SECTION THREE


NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 13th day of June, 2022

ATTEST:




Michael F. DiDonato, Interim Clerk of Council



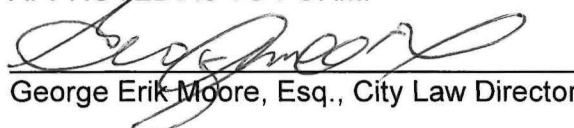
Jason D. King, President of Council

APPROVED July 13, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 14-22-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 56-21-0 AS THE THIRD SUPPLEMENT TO THE 2022
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Celina Administration Building recently had water damage due to an unforeseen restroom problem, and the insurance claim funds received in the amount of eight thousand seven hundred thirty-seven dollars and twenty-nine cents (\$8,737.29) now need to be appropriated to pay the expense; and

WHEREAS, the annual insurance premium invoice from Stolly Insurance Group came in above budget, and additional funds now need to be appropriated; and

WHEREAS, a large utility reimbursement was owed to a customer due to an incorrect initial meter install/program set-up, and additional funds now need to be appropriated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **General Fund:**

CMU/Admin Bldg Incidentals (110.171.5410)	\$5,067.63
Transfer Park/Recreation (110.410.5910)	\$ 262.12
General Insurance (110.190.5281)	\$4,490.00

Appropriate from unappropriated balance **Park/Recreation Fund:**

Park CMU/Admin Bldg Incidentals (224.171.5410)	\$ 262.12
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Appropriate from unappropriated balance **Electric Fund:**

Elec CMU/Admin Bldg Incidentals (661.171.5410)	\$1,660.08
Elec Adm/Gen General Insurance (661.624.5281)	\$4,350.00

Appropriate from unappropriated balance **Water Fund:**

Water CMU/Admin Bldg Incidentals (663.171.5410)	\$ 873.73
Water Adm/Gen Gen Insurance (663.634.5281)	\$2,375.00
Water Cus/Acct Refund/Adjust (663.633.5960)	\$3,100.00


Appropriate from unappropriated balance **Waster Water Fund:**

Water CMU/Admin Bldg Incidentals (666.171.5410)	\$ 873.73
WW Sys Adm/Gen Gen Insurance (666.644.5281)	\$2,375.00
WW Sys Cus/Acct Refund/Adjust (666.643.5960)	\$2,000.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

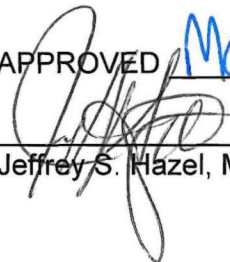
PASSED this 23 day of May, 2022



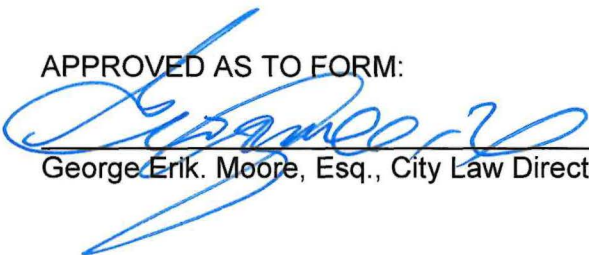
Jason D. King, President of Council
Calvin Scott, President Pro-Tem

ATTEST: 

Michael F. DiDonato, Interim Clerk of Council

APPROVED May 23, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 15-22-O

AN ORDINANCE AMENDING THE DURATION OF CELINA ORDINANCE 55-10-O ENACTED JANUARY 1, 2011 PROVIDING FOR AN ADDITIONAL HALF-PERCENT (1/2%) SUPPLEMENTAL INCOME TAX, WHICH LEVYING AND COLLECTION BEGAN JANUARY 1, 2011 IN ADDITION TO THE ONE PERCENT (1%) TAX ON INCOME LEVIED AND COLLECTED AS OF DECEMBER 31, 2010, WHICH PURPOSE WAS AMENDED AND DURATION EXTENDED BY SEVEN (7) YEARS VIA ORDINANCE 61-15-O, WHICH LEVYING AND COLLECTION BEGAN JANUARY 1, 2016 THROUGH AND INCLUDING DECEMBER 31, 2022 IN ADDITION TO THE ONE PERCENT (1%) TAX ON INCOME LEVIED AND COLLECTED AS OF DECEMBER 31, 2010, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Celina, Ohio desires to amend the duration of Celina Ordinance 55-10-O which levied a tax on income at the rate of one-half of one percent effective January 1, 2011, as amended and modified by Celina Ordinance 61-15-O which levied a tax on income at the rate of one-half of one percent effective January 1, 2016 and which expires on December 31, 2022; and

WHEREAS, Section 5705.07 of the Ohio Revised Code requires that any such income tax in excess of one percent, regardless of the purpose for which it is levied and collected, shall not be levied without first having been approved by a majority of the electors on the question at a general, primary, or special election; and

WHEREAS, the Council of the City of Celina submitted such Ordinance to the electors for their approval as required by Ohio Revised Code Section 5705.07 at the Primary Election held on May 3, 2022, and said Ordinance and tax was approved by a majority of the voters.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio to-wit:

SECTION ONE

THAT, the purpose of this ordinance is to amend the duration of Celina Ordinance 55-10-O which levied a tax on income at the rate of one-half of one percent effective January 1, 2011, as amended and modified by Celina Ordinance 61-15-O which levied a tax on income at the rate of one-half of one percent effective January 1, 2016 and which expires on December 31, 2022 in order to provide funds via a tax on income at the rate of one-half of one percent, in addition to the one percent which was levied and collected as of December 31, 2010, as follows: For the operational expenses, capital equipment purchases and capital improvements in support of the City's Safety Departments of Fire and Police for a period, as well as to also provide the City the authority to use these funds for the additional purposes of making public right-of-way improvements to City streets, curbs, sidewalks, alleys, and for items and materials which are incidental and related to any such public right-of-way improvements within the City, for an amended duration of time for a period of seven (7) years, beginning January 1, 2023 and ending on December 31, 2029.

SECTION TWO

THAT, an annual income tax for the amended duration as specified in Section One of this Ordinance (the "amended tax") shall be imposed at the rate of five-tenths of one percent per annum in addition to the one percent which was levied and collected as of December 31, 2010 with collection of the same beginning January 1, 2023 and ending on December 31, 2029.

SECTION THREE

THAT, said Celina Ordinance 55-10-O which levied a tax on income at the rate of one-half of one percent effective January 1, 2011, as amended and modified by Celina Ordinance 61-15-O which levied a tax on income at the rate of one-half of one percent effective January 1, 2016 and which expires on December 31,

2022, is hereby amended as to its duration as specified in Section One of this Ordinance (the "amended tax"), and said "amended tax" approved herein shall be levied, collected, and paid with respect to the salaries, wages, commissions, and other compensation on and after January 1, 2023, and with respect to the net profits of businesses, professions or other activities earned on or after January 1, 2023. Provided, however, that where the fiscal year of the business, profession or other activity differs from the calendar year, the "amended tax" shall be applied to that part of the net profits for the fiscal year as shall be earned on or after January 1, 2023, to the close of the taxpayer's fiscal year. Thereafter, the taxpayer shall report on its fiscal year basis.

SECTION FOUR

THAT, except for the allocation of funds for this "amended tax" as set forth above, all of the Sections of Chapter 182 of the Code of Ordinances of the City of Celina pertaining to the Income Tax shall apply to the tax levied under this Ordinance.

SECTION FIVE

THAT, the Income Tax Rules and Regulations adopted by the City of Celina pursuant to Chapter 182 of the Celina Code of Ordinances shall apply to the "amended tax" income tax levied under this Ordinance.

SECTION SIX

THAT, this Ordinance shall continue to be effective as the levy of taxes is concerned through December 31, 2029 and insofar as the collection of taxes levied in the aforesaid period and action or proceedings for collection of any tax so levied or enforcing any provisions of this Ordinance are concerned and shall continue effective until all said taxes levied in the aforesaid period are fully paid and any and all suits and transactions for the collection of said taxes or for the punishment of violations of this Ordinance shall have been terminated. Provided, however, that annual returns for the year ending December 31, 2029 shall be filed on or before April 15th of the following year and any tax shown due thereon for part of the year ending December 31, 2029 that is unpaid and collected under the provisions hereof, shall be paid on said date except in those cases in which the time for filing returns and/or payment of the tax due has been extended in accordance with the rules and regulations.

SECTION SEVEN

THAT, the Auditor is hereby authorized and directed to create Restricted Funds, prior to January 1, 2023, for all proceeds collected in accordance with the "amended tax".

SECTION EIGHT

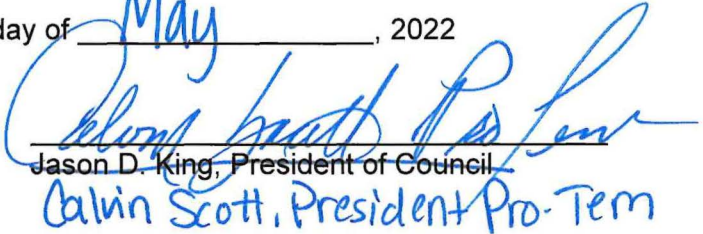
THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, safety and welfare, for the further reason for the tax to be effective as of January 1, 2023. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 23 day of May, 2022

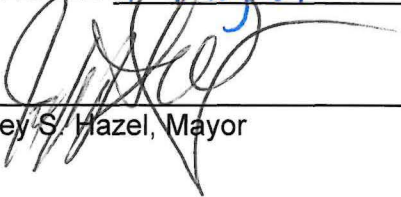
ATTEST:


Michael F. DiDonato, Clerk of Council


Jason D. King, President of Council


Calvin Scott, President Pro-Tem

APPROVED May 23, 2022



Jeffrey S. Hazel, Mayor

DRAFTED BY:


George E. Moore, City Law Director

ORDINANCE 16-22-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 56-21-0 AS THE FOURTH SUPPLEMENT TO THE 2022
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Lion's Club Building project originally had monies appropriated into the Land And Water Conservation Fund (LWCF) grant fund, but must instead have monies appropriated into the Parks Capital Fund to pay expenses; and

WHEREAS, all bids for the Lion's Club Building project came in above the estimated cost and additional funds must now be appropriated; and

WHEREAS, the invoice for Fanning and Howey for the Lion's Club Building project is more than the current funds appropriated for engineering consultation fees, and additional funds now need to be appropriated for this expense and future expenses; and

WHEREAS, One Hundred Twenty-Five Thousand Dollars (\$125,000.00) needs appropriated for the engineer fees for the start of the Southwest Quadrant Waterline Replacement project; and

WHEREAS, the Law Director has a need to purchase three (3) HP Elite Display monitors, three (3) Canon Pixma G6020 printers, three (3) Dell computer towers, and two (2) laptop computers, while does not have a need to purchase other incidental items.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Unappropriate from appropriated balance **LWCF Grant Prog Fund:**

LWCF Grant Prog Fund Expense (312.110.5550)	\$ (360,000.00)
---------------------------------------------	-----------------

Appropriate from unappropriated balance **Parks Capital Fund:**

Park Capital Fund (362.224.5550)	\$ 373,324.00
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Unappropriate from appropriated balance **General Fund:**

Law Director Stat/Incid (110.180.5410)	\$ (1,812.03)
----------------------------------------	---------------

Appropriate from unappropriated balance **General Fund:**

Law Director Capital (110.180.5510)	\$ 1,812.03
Engineer Consultants (110.123.5230)	\$ 7,095.00

Unappropriate from appropriated balance **Electric Fund:**

Elec Adm/Gen Law Dir Stat/Incid (661.180.5410)	\$ (1,757.12)
------------------------------------------------	---------------

Appropriate from unappropriated balance **Electric Fund:**

Elec Adm/Gen Law Dir Capital (661.180.5510)	\$ 1,757.12
Elec Adm/Gen Consultants (661.624.5230)	\$ 6,880.00

Unappropriate from appropriated balance **Water Fund:**

Water Adm/Gen Law Dir Stat/Incid (663.180.5410) \$ (960.93)

Appropriate from unappropriated balance **Water Fund:**

Water Adm/Gen Law Dir Capital (663.180.5510) \$ 960.93
Water Adm/Gen Consultant (663.634.5230) \$ 3,762.50
Water Dist Contract Eng Fees (663.632.5231) \$ 125,000.00

Unappropriate from appropriated balance **Waste Water Fund:**

WW Sys Adm/Gen Law Dir Stat/Incid (666.180.5410) \$ (960.92)

Appropriate from unappropriated balance **Waste Water Fund:**

WW Sys Adm/Gen Law Dir Capital (666.180.5510) \$ 960.92
WW Sys Adm/Gen Consultant (666.644.5230) \$ 3,762.50

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.


PASSED this 23 day of May, 2022


Jason D. King, President of Council
~~Calvin Scott, President Pro-Tem~~

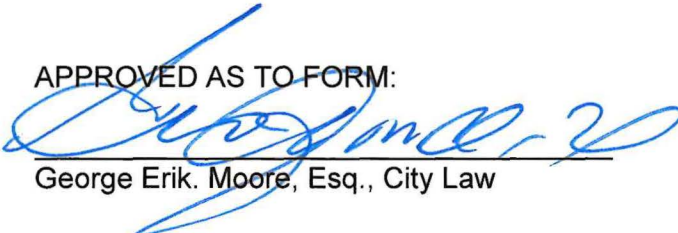
ATTEST:


Michael F. DiDonato, Clerk of Council

APPROVED May 23, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik. Moore, Esq., City Law

ORDINANCE 17-22-O

**AN ORDINANCE APPROPRIATING MONEY FROM THE
GENERAL FUND FOR DEPOSIT IN THE PARK CAPITAL FUND,
TO TRANSFER FUNDS, AND TO DECLARE AN EMERGENCY.**

WHEREAS, it is desired to transfer Sixty Thousand Dollars (\$60,000.00) from the General Fund to the Park Capital Fund (362.000.4910).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

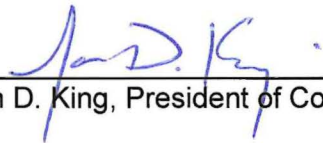
SECTION ONE

THAT, Sixty Thousand Dollars (\$60,000.00) be appropriated from the unappropriated balance of the General Fund to the Transfer Capital Projects (110.651.5910).

SECTION TWO

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health safety, and welfare, such emergency arising out of the necessity to allow the transfer to occur at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed.

PASSED this 13th day of June, 2022




Jason D. King, President of Council

ATTEST:




Michael F. DiDonato, Clerk of Council

APPROVED June 13, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law

ORDINANCE 18-22-O

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CELINA AND GRAND LAKE ROTARY FOR THE LEASE OF THE BRYSON PARK DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina, Ohio (hereinafter "City") is committed to the promotion of community activities and use of its public parks; and

WHEREAS, Grand Lake Rotary (hereinafter "Committee") is holding a one-day corn hole tournament event at the Bryson Park District to enjoy music, food vendors, and beer sales during the event; and

WHEREAS, a written lease with the City is necessary for the Committee to reserve exclusive use of the park area for their scheduled event; and

WHEREAS, the City finds cooperation with the Committee's request to be reasonable and necessary to assist in facilitating the entertainment and coordination of activities and encourage community participation in the event.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio:

SECTION ONE

THAT, the Mayor and Safety Service Director is hereby authorized from year to year to enter into a Lease Agreement with Grand Lake Rotary in the amount of One Dollar (\$1.00) per annum plus the current rental fee including the use of the red tent, shelter houses, and other valuable considerations for use of the City's Bryson Park District during the Grand Lake Rotary corn hole tournament event in a form substantially similar to the Lease Agreement which is attached hereto as Exhibit A and incorporated herein referenced.

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to allow enough time to submit a F2 permit to the Department of Commerce. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 25 day of July, 2022

ATTEST: [Signature] Michael F. DiDonato, Clerk of Council

[Signature] Jason King, President of Council

APPROVED July 25, 2022 [Signature] Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM: [Signature] George Erik Moore, Esq., City Law Director

FESTIVAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022, by and between the **City of Celina**, a municipal corporation, of 225 N. Main Street, Celina, Ohio 45822 (hereinafter "Lessor") and **Grand Lake Rotary**, whose mailing address is P.O. Box 403, Celina, Ohio 45822 (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessee conducts an annual corn hole tournament, open to the general public, and to enjoy activities and entertainment; and

WHEREAS both parties have agreed that it is best to enter into an agreement to preserve the right of Lessee to utilize Lessor's park property for scheduled festival activities; and

WHEREAS, in the spirit of community betterment, this agreement shall be for the use of the park property during the Grand Lake Rotary "Corn Hole Tournament", September 10, 2022, for the sum of One Dollar (\$1.00) per annum plus the current rental fee including the use of the red tent, shelter houses, and other good and valuable consideration.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. Description of Premises: Lessor agrees that Lessee shall have exclusive use of the following premises for a one-day corn hole tournament event as follows:

See attached map which is attached hereto and labeled as "Exhibit 2" which is fully incorporated herein by reference.

Together with all buildings, improvements, structures, rights, privileges, easements and appurtenances thereto belonging, in their current condition (hereinafter referred to as "the premises".)

2. Fixtures: The premises shall include all items presently attached or appurtenant to the real property described above or used in the operation thereof.

3. Terms: The cost to lease the property and facilities described in number 1 and 2 above shall be One Dollar (\$1.00) per annum plus the current rental fee including the use of the red tent and shelter houses shall be paid on or by September 1, 2022.

4. Possession: Lessee shall have the right to exclusive possession of the premises 24 hours prior to and 24 hours after any scheduled festival event. Lessee bears the responsibility of notifying Lessor's Park's and Public Work's Department of the festival activities at least ninety (90) days in advance so as to avoid conflicts in scheduling.

5. Duration: This agreement shall be effective immediately, and shall be perpetual in nature; provided, however, that the same shall be subject to review on an annual basis. Either

Waiver of Liability / Release of Claims

I/we, being desirous of entering into a "Festival Lease Agreement" with the City of Celina, Ohio for the exclusive use of certain real property within the City of Celina, Ohio (describe activity), hereinafter known as the "activity", for myself/ourselves and for my/our assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships, **hereby knowingly and freely and voluntarily assume all such risks** associated with the use of / participation in / engagement in the activity with the City of Celina, Ohio (hereinafter "Celina", with such term herein encompassing but not limited to the City of Celina, Ohio itself, as well as Celina's owners, officers, employees, agents, assigns and successors, agents, representatives, servants, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships).

It is further expressly agreed and understood that Celina **shall not be liable for any injuries (including personal) or any damage** to any person and/or entity, or to the property of any such individual and/or entity, or be subject to any claim, demand, injury or damages whatsoever, **including** without any limitation, those **damages resulting from acts or active or passive negligence on the part of Celina**. I/we, for himself/herself/ourselves and on behalf of his/her/their executors, administrators, heirs, assigns and successors, **does hereby expressly forever release and discharge Celina from all such claims, demands, injuries, damages, actions or causes of action.**

It is further understood that only individuals/entities who have executed a Waiver of Liability / Release of Claims are permitted to use / participate in / engage in the activity with Celina, and that the undersigned shall ensure that any prospective user / prospective participant complete all paperwork required, from time to time, by Celina associated with such use / participation; such responsibility to ensure said paperwork is completed and properly submitted to Celina lies solely with any such person/entity who has extended such an invitation to any other person/entity; **any person/entity who has invited any other person/entity to so use / participate in the activity hereby agrees to be held liable, whether individually and/or jointly and severally with any such individual, entity, or otherwise, for any and all damages associated with their failure to so comply with the provisions set forth within this paragraph, and further agrees to indemnify, defend and hold harmless Celina from any and all claims, demands, injuries and/or damages whatsoever flowing therefrom and/or associated therewith, and agrees to pay the attorney fees of any such person/entity associated in any manner with defending any such claims.**

This document prepared by:
 George E. Moore, Esq.
 Celina City Law Directory
 Ohio Attorney no. 0082391
 Indiana Attorney no. 27604-38
 225 N. Main Street
 Celina, Ohio 45822
 (567) 890-4141 (Tel)
 CelinaLawDirector@gmail.com

 Signature

 Date

 Witness

 Date



Exhibit 3 Celina Rotary Cornhole Tournament Date: 09/10/2022

Cornhole Area

Beer

Food Truck

Google Earth

Imagery date: 5/8/18 - newer

80 ft

Camera: 1,541 ft 40°32'41"N 84°34'05"W 872 ft

ORDINANCE 19-22-O

AN ORDINANCE TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF THE 2022 SOLAR ENERGY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH REGARDING SOLAR GENERATED ENERGY PURCHASES.

WHEREAS, the City of Celina, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. (“AMP”), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members (“Members”), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-4-2004-3994, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of reliable and economical solar generated electric capacity and energy on a long-term basis at reasonable costs, and have requested that AMP arrange for the same by developing, purchasing or otherwise acquiring interests in certain solar energy facilities; and

WHEREAS, in furtherance of this purpose, AMP will enter into one or more agreements with a reputable solar power developer (“Developer”) (the “2022 Solar Purchased Power Agreement” or “2022 Solar PPA”) under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 150 MWac of capacity and associated energy from solar generation project(s) located within the PJM Footprint for a period of fifteen (15) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2022 Solar Energy Schedule to Municipality’s Master Services Agreement with AMP to provide for an additional source of capacity and energy; and

WHEREAS, Members now have the right, but not the obligation by the enactment of this Ordinance to authorize and request AMP to acquire capacity and energy from one or more solar project(s) by approval and execution of the 2022 Solar Energy Schedule authorized below; and

WHEREAS, prior to the execution of the 2022 Solar Energy Schedule authorized through the adoption of this Ordinance AMP will have (i) informed the Municipality of the terms of the 2022 Solar Energy Schedule; (ii) provided the Municipality the opportunity to review the 2022 Solar PPA terms and conditions (subject to price); and (iii) offered representatives of the Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the 2022 Solar Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Project(s) upon those terms and conditions set forth in the 2022 Solar Energy Schedule.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, Ohio:

SECTION ONE

THAT, the 2022 Solar Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the of Municipality is hereby authorized to execute and deliver the 2022 Solar Energy Schedule with such changes as the Safety Service Director may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the 2022 Solar Energy Schedule to be conclusive evidence of such approval.

SECTION TWO

THAT, the Safety Service Director is hereby authorized to (i) acquire under the 2022 Solar Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 4000 kW with a price of up to \$45.00/MWh(ac) for energy, capacity and environmental attributes made available thereunder without bid, and (ii) make any determinations and approvals required thereunder, if any, as the Safety Service Director shall deem necessary and advisable.

SECTION THREE

THAT, if any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION FOUR

THAT, it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings

laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION FIVE


NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 25 day of July, 2022

ATTEST:



Michael F. DiDonato, Clerk of Council



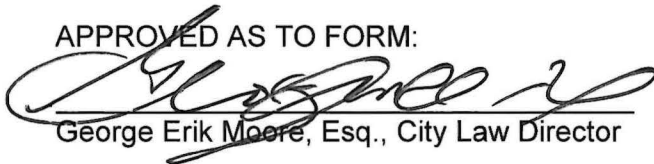
Jason D. King, President of Council

APPROVED August 24, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 20-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD THE CONSTRUCTION OF THE PICKLEBALL COURTS FENCE TO HESS FENCING LLC, TO APPROPRIATE MONEY FROM THE GENERAL FUND FOR DEPOSIT IN THE PARK CAPITAL FUND, TO TRANSFER FUNDS, AND TO DECLARE AN EMERGENCY.

WHEREAS, the city of Celina received two bids, which are attached hereto as Exhibit A, for the construction of the fencing around the pickleball courts; and

WHEREAS, Hess Fencing LLC has the lowest and best bid amount of Twenty-Eight Thousand Five Hundred Thirty Dollars (\$28,530.00); and

WHEREAS, it is desired to transfer Twenty-Eight Thousand Five Hundred Thirty Dollars (\$28,530.00) from the General Fund to the Park Capital Fund (362.000.4910) for this construction.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Safety-Service Director is authorized to award the construction of the pickleball court fence to Hess Fencing LLC and is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.


SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Twenty-Eight Thousand Five Hundred Thirty Dollars (\$28,530.00) from the unappropriated balance of the General Fund to the Transfer Capital Projects (110.651.5910).

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the further reason that the construction of the pickleball court fencing can be done at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed.

PASSED this 27 day of June, 2022



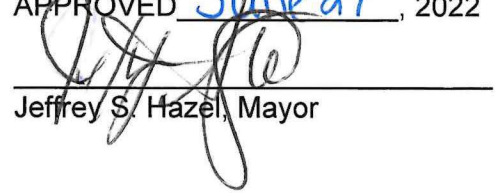
Jason D. King, President of Council

ATTEST:

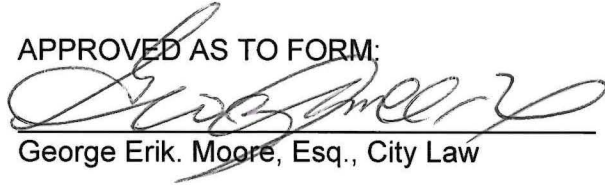


Michael F. Didonato, Clerk of Council

APPROVED June 27, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law

ORDINANCE 21-22-O

AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE 56-21-O AS THE FIFTH SUPPLEMENT TO THE 2022 ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, Nine Thousand Dollars (\$9,000.00) was transferred from the Water Dist. Bldg. & Grounds account (663.632.5275) to the Water Dist. Street Repairs account (663.632.5613) to pay an invoice received for the asphalt for the College St. Project due to insufficient funds and additional funds now need to be appropriated to replace the transferred funds; and

WHEREAS, the Water Department needs Sixty Thousand Dollars (\$60,000.00) appropriated for the replacement of water system stock supplies, sand and stone due to price increase; and

WHEREAS, the Water Department needs Twenty Thousand Dollars (\$20,000.00) appropriated for unexpected equipment repairs.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

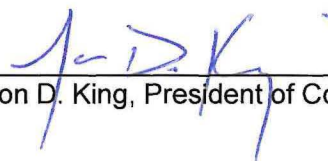
Appropriate from unappropriated balance **Water Fund:**

Water Dist. Bldg. & Grounds (663.632.5275)	\$ 9,000.00
Water Dist. Line/Pipe/Fit/Meter (663.632.5612)	\$ 60,000.00
Water Plant Equip (663.631.5272)	\$ 20,000.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.


PASSED this 27 day of June, 2022



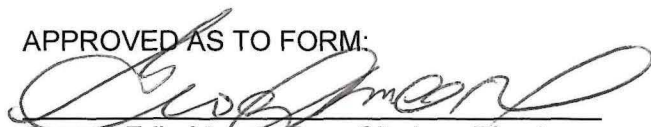
Jason D. King, President of Council

ATTEST: 

Michael F. Didonato, Clerk of Council

APPROVED June 27, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 22-22-O

AN ORDINANCE AUTHORIZING THE AUDITOR TO ENTER INTO A CONTRACT WITH CIVICA FOR SOFTWARE UPDATES REQUIRED FOR THE CYBER SAFETY AND FUNCTION OF THE AUDIT, TAX, AND HUMAN RESOURCES DEPARTMENTS, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Audit, Tax and Human Resources Departments currently utilize the Client Server Finance, Payroll, and Income Tax software provided by Civica to conduct daily job duties vital to the function of the City; and

WHEREAS, the current Client Server software will no longer be supported as of July 2023, and an update to the Authority software is required to protect the information contained within these systems from any cyber threats; and

WHEREAS, in order to implement the required Authority software prior to the July 2023 timeframe, the Auditor must enter into a contract with Civica to order and schedule the system installation; and

WHEREAS, the contract cost for the Authority Finance, Payroll, and Tax software, including the addition of Authority Tax Connect w/eFile, is One Hundred Sixty-Nine Thousand Seven Hundred Thirty-Seven Dollars (\$169,737.00), as outlined in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, this Council approves the Auditor to enter into a contract with Civica to update the current Client Server software to equivalent Authority software and the addition of Authority Tax Connect w/eFile, and is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate One Hundred Sixty-Nine Thousand Seven Hundred Thirty-Seven Dollars (\$169,737.00) from the unencumbered balance in the respective funds:

Appropriate from the unappropriated balance of the **General Fund**:

Safety Director Capital (110.121.5510)	\$15,119.43
Auditor Capital (110.131.5510)	\$13,848.85
City Tax Capital (110.133.5510)	\$81,954.33

Appropriate from the unappropriated balance of the **Electric Fund**:

Elec Adm/Gen SSD Capital (661.121.5510)	\$14,661.26
Elec Adm/Gen Auditor Capital (661.131.5510)	\$13,429.19

Appropriate from the unappropriated balance of the **Water Fund**:

Water Adm/Gen SSD Capital (663.121.5510)	\$ 8,017.88
Water Adm/Gen Auditor Capital (663.131.5510)	\$ 7,344.09

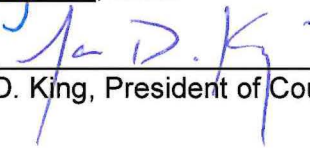
Appropriate from the unappropriated balance of the **Waste Water Fund**:

WW Sys Adm/Gen SSD Capital (666.121.5510)	\$ 8,017.88
WW Sys Adm/Gen Auditor Capital (666.131.5510)	\$ 7,344.09

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to schedule the implementation of the new tax software in January 2023 prior to end of the support date and without conflict of city income tax filing deadlines. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11 day of July, 2022




Jason D. King, President of Council

ATTEST:



Michael F. DiDonato, Clerk of Council

APPROVED July 11, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director

CIVICA

52 Hillside Court
Englewood, OH 45322

Authority Finance w/Purchase Card Interface

Authority Requisition Routing

Authority Payroll

Authority Tax

Authority Tax Connect w/eFile

City of Celina

May 13, 2022

Brooke Shinn
celinaauditor@celinaohio.org
419-586-6451



Authority Transformation Roadmap

Your Existing Software	Civica Authority Product
Client Server Finance w/Purchase Card	Authority Finance w/Purchase Card & Requisition Routing
Client Server Payroll	Authority Payroll
Client Server Income Tax	Authority Tax
N/A	Authority Tax Connect w/eFile

Civica Authority Finance

Authority Finance is a SQL-based application with a familiar look and feel to the Microsoft business tools that your departments are accustomed to using. Authority Finance offers new functionality over client server which greatly improves your overall experience with the service. For example:

- All your account information history will seamlessly be converted with your upgrade
- New SQL reporting service allows you to quickly create or modify existing reports
- Drill-down feature allows you to dig further into specific information without losing the original report.
- Easily manipulate and export information to Excel, PDF, MS Office, and E-mail
- Keep multiple windows open so that you can switch between them, without having to close a report and try to remember where you were before.
- Print to any printer on your network using Windows print functionality

Civica Requisition Routing

With Requisition Routing, we will greatly enhance your requisition process by:

- Providing your department heads access to access to the information they need when completing a requisition order. This will reduce the calls for this information into your office.
- Automate the approval process with on-screen and email notifications as the request goes through the approval process. You will be notified when requests are submitted, and the department heads will be notified as their requests are processed.

Civica Authority Payroll

Authority Payroll provides proven functionality for your payroll needs and improved access to employee information through web services. Employee Portal Access gives your employees the ability to securely access personal data, to submit data changes, to view and print check stubs, and to enter timesheet information using Internet access.

Authority Payroll provides unlimited history of employee files and pay records with full inquiry and reporting accessibility.

Capabilities include:

- Auto-update of accrual base, using an effective-date table for individuals and positions
- Full check voiding with no data entry
- Unlimited history of Employee Files and Pay Records, with full inquiry and reporting accessibility
- Document attachment to Employee Files and timesheets
- Autopay of specified employees
- Unlimited deductions with flexible calculation setup
- Multi-city Tax calculations and reporting
- Laser W2 printing

Approximately 75 standard reports are available in Authority Payroll in addition to screen prints of all maintenance files. Additionally, the Authority Report Writer allows the user to create and save an unlimited number of reports on any data field.

Authority Transformation Roadmap- continued

Civica Authority Tax

Authority Tax streamlines services to taxpayers while providing a broad range of convenient payment options, speeding up the end-to-end process from filing to payment. Authority Tax has been programmed to specifically meet the needs of all municipalities in the state of Ohio with regular updates on all regulatory changes, including the complex House Bill 5 (HB5) tax laws. Ensuring our Authority Tax users are compliant is a constant and important service that is provided.

- Multiple import options, including W2's
- Automated billing module
- Flexible parameters for billing

Enhanced reporting with drill-back feature

Civica Authority Tax Connect with eFile

Authority Tax Connect provides E-filing functionality for tax documents while offering multiple payment options, all from one website.

Payment options include credit cards and bank accounts. Bank account details are managed by the taxpayer, eliminating the need for tax office staff to create or maintain taxpayer's account details.

Taxpayers can easily register for a web login with SSN/EIN and an account number. For citizens with multiple tax accounts their access to E-file only requires a single web login where they can make payments for all their accounts.

Requests for new tax accounts can also be completed through Tax Connect. Automated emails are sent once the tax office approves or rejects an account request, notifying the taxpayer of their new account number or with instructions to contact the tax office when the request is rejected.

Tax Connect is feature rich and can be tailored to individual tax department's needs, letting them decide which features are suitable for their office and taxpayers. This includes customizing verbiage on the site so it matches the city's approach to tax collection.

E-filed returns and payments made via Tax Connect are easily imported and processed through Authority Tax.

Core benefits:

- Multiple payment options
- One stop E-filing and payment on a single website
- Taxpayers manage bank accounts details
- Taxpayers with multiple tax accounts require just one login
- All payments and tax documents are easily imported to Authority Tax

Software Cost Schedule

Software	License Fees (A)	Service Amount (B)	2023 Estimated Annual Fee (C)
Authority Finance	\$22,500	\$18,760	\$6,823
Authority Purchase Card Interface	\$1,000	\$10,420	\$982
Authority Requisition Routing - NEW	\$1,225	\$12,160	\$236
Authority Payroll	\$22,500	\$25,360	\$5,316
Authority Tax	\$32,500	\$38,910	\$7,679
Authority Tax Connect w/eFile - NEW	\$14,700	\$11,810	\$2,835
Crystal Reports	\$644	Included	N/A
Total	\$95,069	\$117,420	

Software Footnotes

- A** License fees means the Initial License Fees and the incremental Annual Fees for any new products, if applicable, at the Authority rate through December 31, 2022.
- B** Standard implementation services have been included for this project. These fees do not include non-standard services, custom enhancements, or modifications to the program listed. Any non-standard requests from the customer will require a change order addendum and additional costs may be incurred by the customer at the then current Civica daily rate.
- C** Annual fees are required for all Civica software and provide for annual renewal of the software license and software updates. The annual fees also include remote technical software support and updates 8:00 AM to 5:00 PM Monday through Friday EST, except on scheduled Civica Holidays. Estimates for 2023 are provided for informational purposes and are subject to change.

Hardware & Managed Services Schedule

#	Description	Note	Quantity	Price	Extended Price
1	Application Server	A	1	3 rd Party	3 rd Party
2	UPS APC Smart-UPS	B	1	3 rd Party	3 rd Party
Subtotal Hardware					\$0
3	Remote VPN System Access for Civica	C	1	3 rd Party	3 rd Party
4	Authority Server	D	1	Optional	Optional
5	System Restore Support	E	1	Optional	Optional
Subtotal Managed Services					\$0
Total					\$0

Please see hardware & managed services footnotes on the following page

Hardware & Managed Services Footnotes

A Recommended Specifications:

Operating System	Windows Server 2016 Server Standard or higher
Processor	Intel Xeon 2.0GHz Quad Core or Better
Memory Capacity	64GB
Hard Drives	(2) 4TB Storage Drives in a RAID 1 (Mirrored) Additional storage may be required for document management products including DocuScan and Authority RMS
Removable Storage	LTO Tape Drive or External Device (with backup software)
Data Platform	Microsoft SQL Server 2019 Standard
Manufacturer's Warranty	Standard Manufacturer's Warranty

* Civica will attempt to configure your new and existing peripheral devices but cannot ensure compatibility in the new operating environment.

B Civica recommends a smart UPS on all servers. This device safely shuts down the system in the event of a prolonged power outage and guards against power surges.

C Internet access to the host machine via VPN and/or RDP connectivity for Civica is required.

D Authority Server provides for help desk support for the host machine, including problem analysis, preliminary diagnostic support and troubleshooting, as well as help desk support for the network infrastructure that supports the hardware system used to run the Civica software and LAN (Local Area Network) configuration and troubleshooting. In addition, the pro-active, comprehensive support includes:

- > Civica services needed because of viruses and/or spyware
- > Installation of virus/spyware protection software should the customer not already have up-to-date protection software installed
- > Assistance with installation of new devices/software/components
- > Systems and network monitoring
- > Backup monitoring
- > Backup and restore management of files
- > Low disk space alerts, as well as numerous other system alerts
- > Patch management
- > Defrag and temp file cleanup
- > Status reports upon request

E The System Restore Support (SRS) annual support coverage provides for the following on-site or remote services by Civica during its normal business hours (Monday through Friday, 8:00AM to 5:00PM) and is for up to 7 hours at regular time:

- > Re-installations and re-configuration services prompted by hardware failures.
- > Reloads of operating systems and data prompted by hardware failures of server components.

Project Cost Summary

Description		Cost
<u>Software (Incremental Annual Fee Included)</u>		
Software		\$94,425
Professional Services		\$117,420
Crystal Reports		\$644
Subtotal – Total Cost		<hr/> \$212,489
Less discount if purchased at the same time		<hr/> (\$42,752)
Total Year One Cost With Discount		\$169,737

NOTES

1. *Civica Standard Terms & Conditions apply.*
2. *Terms of payment are 100% due at invoice.*

CMI AUTHORITY COSTS

DEPT	SOFTWARE	LICENSE FEES	SERVICE AMOUNT	TOTAL
AUDIT	FINANCE	\$22,500.00	\$18,760.00	\$41,260.00
AUDIT	PCARD INTER	\$1,000.00	\$10,420.00	\$11,420.00
ALL	REQ RT	\$1,225.00	\$12,160.00	\$13,385.00
ADMIN	PAYROLL	\$22,500.00	\$25,360.00	\$47,860.00
TAX	TAX	\$32,500.00	\$38,910.00	\$71,410.00
TAX	EFILE	\$14,700.00	\$11,810.00	\$26,510.00
ALL	REPORTS	\$644.00	\$0.00	\$644.00
			GRAND TOTAL	\$212,489.00

DEPT	TOTAL	SHARED	SUB TOTAL	DISCOUNT	GRAND TOTAL
AUDIT	\$52,680.00	\$4,676.33	\$57,356.33	\$11,539.88	\$45,816.45
ADMIN	\$47,860.00	\$4,676.33	\$52,536.33	\$10,570.12	\$41,966.22
TAX	\$97,920.00	\$4,676.33	\$102,596.33	\$20,642.00	\$81,954.33
			\$212,489.00	\$42,752.00	\$169,737.00

DISCOUNT: 0.201196297

DEPT	ACCOUNT LINE	%	TOTAL
AUDIT	110.131.5510	33.00%	\$15,119.43
AUDIT	661.131.5510	32.00%	\$14,661.26
AUDIT	663.131.5510	17.50%	\$8,017.88
AUDIT	666.131.5510	17.50%	\$8,017.88
ADMIN	110.121.5510	33.00%	\$13,848.85
ADMIN	661.121.5510	32.00%	\$13,429.19
ADMIN	663.121.5510	17.50%	\$7,344.09
ADMIN	666.121.5510	17.50%	\$7,344.09
TAX	110.133.5510	100.00%	\$81,954.33
			\$169,737.00

ORDINANCE 23-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD AND ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE ELECTRIC DISTRIBUTION BUILDING, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, since combining personnel and equipment within the existing Public Works facility in 2014, the Celina Electric Distribution has been in need of approximately 20,000 square feet of additional space for its vehicles, equipment, and personnel; and

WHEREAS, the Celina City Council and Administration strategically planned for the building as a part of electric rate restructuring in 2021 for the Department's 5-year capital plan; and

WHEREAS, Administration has received eight bids for the construction of a 20,000 square foot steel frame storage building with metal exterior wall and roof panels, and metal interior wall panels. The building will have a concrete foundation and concrete floor and include a 2,000 square foot office space within the main building; and

WHEREAS, Arcon Builders submitted the lowest and best bid amount of Two Million Eighty Thousand Six Hundred Ninety-Five Dollars (\$2,080,695.00); and

WHEREAS, as provided in the electric rate design, the City of Celina desires to finance this project with a Bond Anticipation Note ("BAN") through the "On-Behalf Of" financing program offered by American Municipal Power, Inc (AMP) in conjunction with the Ohio Market Access Program (OMAP). The Ohio Market Access Program (OMAP) is a credit enhancement program offered through the Ohio Treasurer's office designed to lower borrowing costs on short-term notes issued by Ohio schools, cities and local governments. OMAP leverages the State of Ohio's high short-term credit rating to help improve market access and lower borrowing rates for local governments.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is authorized to award and enter into any and all necessary contract(s) and or execute related documents and actions necessary to effectuate the intent of Council for the construction of a 20,000 square foot storage building for the Celina Electric Distribution Department.

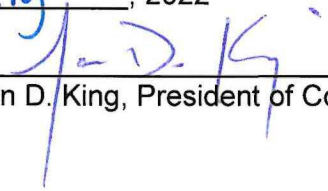
SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Two Million Eighty Thousand Six Hundred Ninety-Five Dollars (\$2,080,695.00) from the unappropriated balance of the Electric Fund into the Electric Distribution Capital Building and Grounds (661.622.5540) account for the construction of the Electric Storage Building until reimbursed through AMP, Inc in conjunction with OMAP for a Bond Anticipation Note. This Council does hereby declare its official intent pursuant to the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Department Treasury Regulations to be reimbursed from the proceeds of the BAN or other tax-exempt obligation for expenditures with respect to the Electric Distribution Building described above that may be paid by the City before the BANs or other tax-exempt obligations are issued. The maximum amount to be reimbursed shall be Two Million Eighty Thousand Six-Hundred Ninety-Five Dollars (\$2,080,695.00).

SECTION THREE


THAT, this Ordinance shall be declared an emergency measure for the preservation of the public health, safety, and welfare, and for the further reasons to secure the bid price deadline of July 17th for award and to commence with the construction of the Electric Distribution building at the earliest date possible. NOW, therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11 day of July, 2022



Jason D. King, President of Council

ATTEST:



Michael F. Didonato, Clerk of Council

APPROVED July 11, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 24-22-O

AN ORDINANCE APPROVING THE FORFEITURE OF REAL ESTATE COMMONLY KNOWN AS 221 E. WARREN STREET, CELINA, OHIO, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code § 5723.01 empowers a municipal corporation to acquire by forfeiture certain tracts of land and town lot, which, pursuant to foreclosure proceedings under, *inter alia*, § 5721.18 of the Revised Code, have been advertised and offered for sale on two separate occasions, not less than two weeks apart, and not sold for want of bidders; and

WHEREAS, the premises commonly known as 221 E. Warren Street, Celina, Mercer County, Ohio, and which is more-formally described in “In the Matter of: Foreclosure of Liens for Delinquent Taxes by Action In Rem Pursuant to O.R.C. § 5721.18(B), Dave Wolters, Treasurer of Mercer County, Ohio, Plaintiff, v. Parcels of Land Encumbered with Delinquent Tax Liens, and Jeremy Bricker and Jesse Bricker, et. al., Defendants” case number 21-CIV-020 in the Mercer County Court of Common Pleas (hereinafter the “premises”) is subject to the forfeiture of property statutory provision under § 5723.01 with the premises being forfeited to the City of Celina in the event that the City of Celina elects and requests of the Mercer County Court of Common Pleas to have the premises so forfeited to the City of Celina; and

WHEREAS, in the event that the City of Celina elects and chooses to have the premises so forfeited to the City of Celina, all of the right, title, claim, and interest of the former owner will be transferred to and be vested in the City of Celina, with the City of Celina taking the premises subject to all taxes and assessments (including any and all outstanding and future amounts of taxes and assessments); additionally, the court costs of 21-CIV-020 shall be paid by the City of Celina as part of the dispositional Order of the Court; and

WHEREAS, the current amount of outstanding taxes and assessments pertaining to the premises is Thirty-Six Thousand Dollars (\$36,000.00), and the “court costs” in said litigation as of July 8, 2022 is Three Thousand Four Hundred Thirty-Five and 13/100 Dollars (\$3,435.13); and

WHEREAS, the Celina City Council expressly finds and declares that said real estate would be beneficial for governmental purposes of the City of Celina; and

WHEREAS, there are sufficient funds remaining in the Contingency Fund, appropriated by City Council through Ordinance 56-21-0 which was passed on December 20, 2021.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, City Council hereby approves the City of Celina acquiring all of the right, title, claim, and interest of the former owner of the premises described hereinabove, with the City of Celina taking the premises by forfeiture as described above subject to all taxes and assessments associated with the premises (including any and all outstanding and future amounts of taxes and assessments); additionally, the court costs of 21-CIV-020 shall be paid by the City of Celina.

SECTION TWO

THAT, the Celina City Council expressly finds and declares that said real estate would be beneficial for governmental purposes of the City of Celina.

SECTION THREE

THAT, the Law Director is hereby authorized to take any and all actions and sign any and all documents necessary to effectuate the intent of Council including notifying the Mercer County Court of Common Pleas that the City desires to have the premises so forfeited to the City of Celina under the terms and conditions as set forth within this legislation; and that the Mayor and Safety-Service Director and/or their designee(s) are hereby authorized to take any and all actions and sign any and all documents necessary to effectuate the intent of Council.

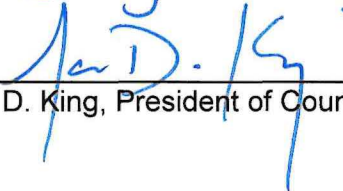
SECTION FOUR

THAT, the Auditor is hereby authorized to draw warrants in an amount not to exceed \$39,435.13 from the Contingency Fund for the purpose of effectuating the intent of Council, including paying all outstanding taxes and assessments, as well as the court costs associated with 21-CIV-020.

SECTION FIVE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the fact that the Court would prefer to know the City of Celina's intentions by the next-scheduled hearing in 21-CIV-020, which is scheduled for August 9, 2022. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11 day of July, 2022




Jason D. King, President of Council

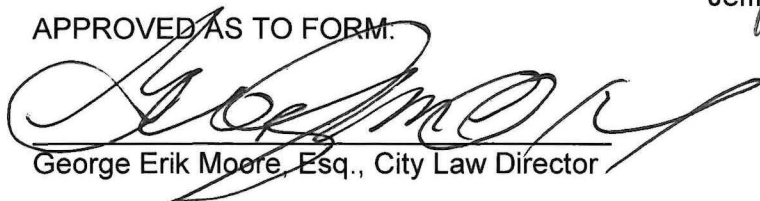
ATTEST: 

Michael F. DiDonato, Clerk of Council

APPROVED July 11, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM.


George Erik Moore, Esq., City Law Director

ORDINANCE 25-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD THE JOHNSON AVENUE RECONSTRUCTION PROJECT TO TOM'S CONSTRUCTION INC., APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to reconstruct Johnson Avenue; and

WHEREAS, the City of Celina has received two bids, which is attached hereto as Exhibit A, for the Johnson Avenue Reconstruction Project; and

WEREAS, Tom's Construction, Inc. has the lowest and best bid amount of One Million Sixty-Two Thousand Nine Hundred Dollars (\$1,062,900.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is authorized to award the Johnson Avenue Reconstruction Project to Tom's Construction, Inc. and the Safety-Service Director is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Three Hundred Seventy-Six Thousand Three Hundred Dollars (\$376,300.00) from unappropriated balance of the OPWC Johnson Avenue Reconstruction Project Grant Fund into the OPWC Johnson Avenue Reconstruction Project Expenses (309.632.5550) account for the Johnson Avenue Reconstruction Project.

SECTION THREE

THAT, City Council hereby directs the Auditor to appropriate the balance of Six Hundred Eighty-Six Thousand Six Hundred Dollars (\$686,600.00) from unappropriated balance of the Street Improvement Fund into the Street Improvement Capital Project (321.221.5550) account for the Johnson Avenue Reconstruction Project.

SECTION FOUR

THAT, this Ordinance shall be declared an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the Johnson Avenue Reconstruction can be done at the earliest date possible. NOW, therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11 day of July, 2022




Jason D. King, President of Council

ATTEST:



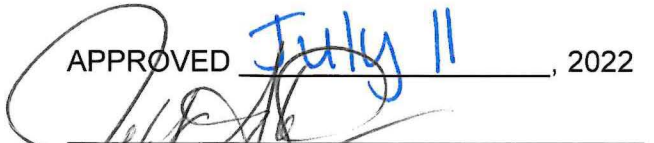
Michael F. DiDonato, Clerk of Council

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

APPROVED July 11, 2022



Jeffrey S. Hazel, Mayor



May 20, 2022

Thomas Hitchcock, PE
Safety Service Director
City of Celina
225 N. Main Street
Celina, Ohio 45822

Re: Johnson Avenue Reconstruction
City of Celina
Project No. 221803.06

Dear Mr. Hitchcock:

Access Engineering Solutions, LLC. has reviewed the bids received on May 19, 2022 for the above referenced project and has compiled the bid tabulation which is enclosed. The apparent low bidder was Tom's Construction, Inc., with a bid price of \$1,062,900.00. The second low bidder was VTF Excavation, LLC, with a bid price of \$1,119,662.00.

Upon our review of the work experience of each contractor, it is our opinion that Tom's Construction, Inc. has the necessary qualifications to perform the work on this project.

Based upon the review of these bids, it is our recommendation that the City of Celina accepts Tom's Construction, Inc. as the best bid for this project and enters into a contract for the amount of \$1,062,900.00. Please find the attached bid tabulation and Notice of Award for this project.

If you have any questions or require additional information, please contact our office.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in cursive script that reads 'Brian M. May'.

Bran May
Project Manager

enclosure



BID OPENING

PROJECT: Johnson Avenue Reconstruction
 City of Celina
 221803.06

DATE: May 19, 2022
TIME: 11:00 A.M.
ENGINEER'S ESTIMATE: \$1,050,000

No.	Name of Contractor	Location	Add. #1	Bid Bond	Bid Price
1	Tom's Construction	St. Henry, OH	X	X	\$1,062,900.00
2	VTF Excavation	Celina, OH	X	X	\$1,119,662.00
3					
4					
5					
6					
7					
8					
9					
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11					
12					
13					
14					
15					

BID TABULATION
 JOHNSON AVENUE RECONSTRUCTION
 CITY OF CELINA, OHIO
 PROJECT: 221803.06

ACCESS ENGINEERING SOLUTIONS, LLC.
 1200 IRMSCHER BOULEVARD, SUITE B
 CELINA, OHIO 45822
 PHONE: 419.586.1430

BID ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	TOM'S CONSTRUCTION		VTF EXCAVATION	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
1	Bonding and Insurance	LS	1	\$ 12,993.76	\$ 12,993.76	\$ 7,563.23	\$ 7,563.23
2	Mobilization	LS	1	\$ 7,802.17	\$ 7,802.17	\$ 4,876.41	\$ 4,876.41
3	Roadway Excavation	CY	6,000	\$ 35.15	\$ 210,900.00	\$ 21.21	\$ 127,260.00
4	Tensar Type TX-160 Geogrid	SY	3,000	\$ 4.35	\$ 13,050.00	\$ 5.57	\$ 16,710.00
5	Subgrade Improvements (4" As Per Plan)	SY	3,000	\$ 5.46	\$ 16,380.00	\$ 7.11	\$ 21,330.00
6	Subgrade Compaction	SY	12,000	\$ 0.47	\$ 5,640.00	\$ 0.64	\$ 7,680.00
7	10" - Aggregate Base	CY	3,330	\$ 36.82	\$ 122,610.60	\$ 43.92	\$ 146,253.60
8	Non-Tracking Tack Coat	GAL	1,200	\$ 5.10	\$ 6,120.00	\$ 6.07	\$ 7,284.00
9	Asphalt Concrete Surface Course, Type 1, (448) PG 64-22	CY	420	\$ 253.01	\$ 106,264.20	\$ 306.26	\$ 128,629.20
10	Asphalt Concrete Intermediate Course, Type 2, (448) PG 64-22	CY	585	\$ 220.74	\$ 129,132.90	\$ 266.44	\$ 155,867.40
11	5" - AC Base Course	CY	1,665	\$ 194.71	\$ 324,192.15	\$ 233.77	\$ 389,227.05
12	Manhole Adjusted to Grade (Mr. Manhole)	EA	10	\$ 1,188.60	\$ 11,886.00	\$ 1,529.13	\$ 15,291.30
13	3" Shallow Pipe Underdrain (707.31 AASHTO M 252 TYPE CP)	LF	5,800	\$ 10.69	\$ 62,002.00	\$ 8.00	\$ 46,400.00
14	3" Shallow Pipe Underdrain (707.31 AASHTO M252 TYPE C)	LF	75	\$ 16.19	\$ 1,214.25	\$ 19.31	\$ 1,448.25
15	Core Catch Basin	EA	17	\$ 232.50	\$ 3,952.50	\$ 216.26	\$ 3,676.42
16	Maintaining Traffic	LS	1	\$ 4,739.75	\$ 4,739.75	\$ 17,797.48	\$ 17,797.48
17	Stop Bar	LF	205	\$ 4.51	\$ 924.55	\$ 1.90	\$ 389.50
18	Crosswalk	LF	930	\$ 4.02	\$ 3,738.60	\$ 1.90	\$ 1,767.00
19	School Symbol	EA	1	\$ 281.37	\$ 281.37	\$ 134.83	\$ 134.83
20	Allowance	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
21	Restore Loop Detector	LS	1	\$ 4,075.20	\$ 4,075.20	\$ 5,076.33	\$ 5,076.33
				BID TOTAL:	\$ 1,062,900.00	BID TOTAL:	\$ 1,119,662.00

ORDINANCE 26-22-O

AN ORDINANCE APPROPRIATING MONEY FROM THE GENERAL FUND FOR DEPOSIT IN THE PARK CAPITAL FUND AND TO DECLARE AN EMERGENCY.

WHEREAS, the Board of Control for the City of Celina approved Change Order #1 for the Lakeshore Park Basketball Court on June 30, 2022, which outlined additional funding required for the excavation and embankment construction of 36 cubic yards of aggregate base; and

WHEREAS, it is desired to transfer Three Thousand Three Hundred Dollars (\$3,300.00) from the General Fund to the Park Capital Fund due to insufficient funds available to cover this cost.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, Three Thousand Three Hundred Dollars (\$3,300.00) be appropriated from the unappropriated balance of the General Fund to the Park Capital Fund (362.224.5550).

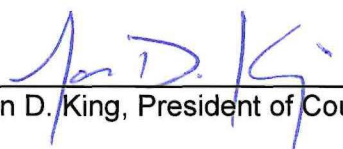
SECTION TWO

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health safety, and welfare, such emergency arising out of the necessity to allow the transfer to occur at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed.

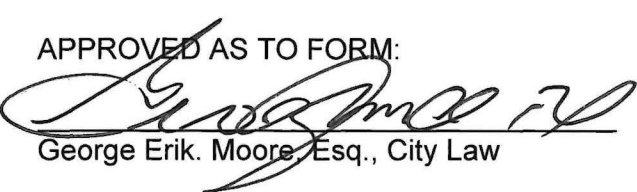
PASSED this 11 day of July, 2022

ATTEST:



Michael F. DiDonato, Clerk of Council


Jason D. King, President of Council

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law

APPROVED July 11, 2022


Jeffrey S. Hazel, Mayor

ORDINANCE 27-22-O

AN ORDINANCE AMENDING ORDINANCE 69-01-O TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF PROPERTY OWNED BY C.J. NELSON RENTALS, LLC FROM B-3 COMMUNITY SHOPPING CENTER TO R-O RESIDENCE AND OFFICES.

WHEREAS, Celina City Council passed Ordinance 69-01-O on December 17, 2001, amending the zoning map portion of the Zoning Ordinance, a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

WHEREAS, an application for Zoning Change or Amendment has been received from C.J. Nelson Rentals, LLC to change the zoning classification of the empty lot parcel on Irmscher Blvd. (Tax Map # 27-026900.0700) from B-3 Community Shopping Center to R-O Residence and Offices; and

WHEREAS, the City Planning Commission met on July 14, 2022 to review this proposed change and hereby recommends the zoning district classification be changed from B-3 Community Shopping Center to R-O Residence and Offices.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the zoning classification of the property located at Irmscher Blvd. (Tax Map # 27-026900.0700) be changed from B-3 Community Shopping Center to R-O Residence and Offices as defined in Ordinance 26-99-O, a copy of which is attached as Exhibit B and fully incorporated herein.

SECTION TWO

THAT, the Clerk of Council did initiate the proper procedures in publishing the date of the public hearing, the notification of hearing date to affected property owner, a copy of the Ordinance was on file for public examination, and that a public hearing was held by City Council in its chambers on the 22nd day of August, 2022.

SECTION THREE

THAT, Council, upon considering the application for Zoning Change or Amendment and the recommendation of the City Planning Commission and conducting a public hearing, finds that in order to promote the public health, safety, convenience, comfort, prosperity, and general welfare, it is in the best interests of the City of Celina, Ohio to rezone the property as petitioned and as described in Section One.

SECTION FOUR

THAT, the official Zoning Map of the City of Celina be amended and that the proper persons be notified to make this classification change to the Map.

SECTION FIVE

THAT, the Planning Commission passed a recommendation for the rezoning from B-3 to R-O by a vote of 5-0 and a minimum of poured foundations related to construction progress of the proposed project within 18-months from final passage of this Ordinance. Contractor and developer can come back to City of Celina for an extension if necessary. If no progress is noted within the Eighteen (18) month time period, the re-zoned property shall revert back to B-3.

SECTION SIX

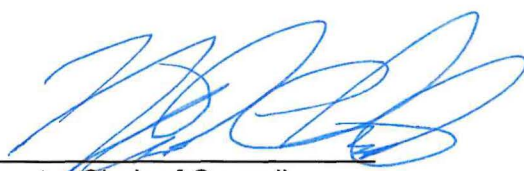
NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 22 day of August, 2022



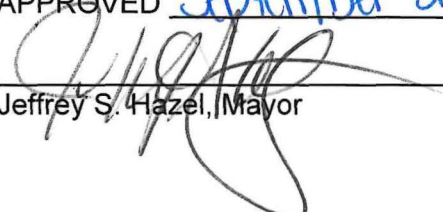
Jason D. King, President of Council

ATTEST:



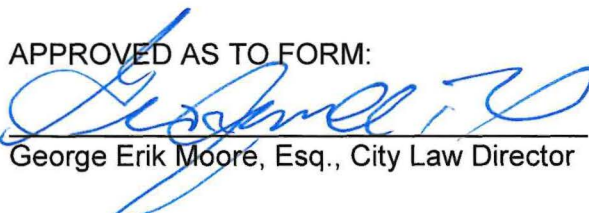
Michael F. DiDonato, Clerk of Council

APPROVED September 21, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE NO. 69-01-O

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE
ZONING ORDINANCE NO. 26-99-O.

WHEREAS, the City of Celina desires to update its Zoning District Map; and

WHEREAS, the City Planning Commission of Celina, Ohio has recommended changes to the zoning district map at their October 16, 2001 meeting; and

WHEREAS, the City Council of Celina held a public hearing on November 26, 2001, following the required 30-day notice.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT Attachment A is hereby the Zoning District Map for the City of Celina, and made part of this Ordinance.

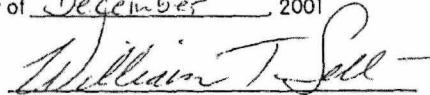
SECTION TWO

THAT any prior versions of the Zoning District Map are hereby repealed.

SECTION THREE

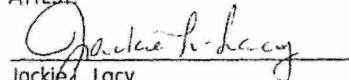
THAT this Ordinance shall become effective upon its passage and approval by Council at the earliest period allowed by law.

PASSED this 17 day of December, 2001



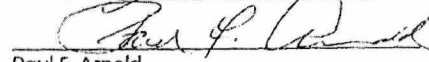
William T. Sell
President of Council

ATTEST:



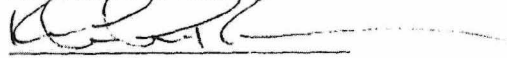
Jackie Lacy
Clerk of Council

APPROVED December 17, 2001



Paul F. Arnold
Mayor

APPROVED AS TO FORM



Kevin M. McKirnan
City Law Director

I, Jackie Lacy, hereby certify that the foregoing is a true and correct copy of Ordinance 69-01-O, passed by Celina City Council on _____ and approved by the Mayor _____, and which was duly published according to law in the Daily Standard on _____ and _____.

Clerk of Council

**ZONING ORDINANCE No. 26-99-0
OF THE CITY OF CELINA, OHIO**

An Ordinance to adopt and enact zoning and related provisions, and to repeal Ordinances in conflict therewith. This Ordinance consolidates all zoning and related provisions for the purpose of regulating, restricting and limiting in the interest of the public health, safety, convenience, comfort, prosperity and general welfare of the City of Celina, Ohio, the uses and location of buildings and other structures and the uses of premises, and divide the City into districts. This Ordinance also provides the method of administration and enforcement, and prescribes the penalties for the violation of the these provisions.

WHEREAS, the City of Celina desires to update its Zoning Code, and

WHEREAS, the City Planning Commission of Celina, Ohio has recommended the following regulations be adopted at their June 24, 1999 meeting, and

WHEREAS, the City Council of Celina held a public hearing on August 9th, 1999 following the required 30 day notice;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CELINA, OHIO:

SECTION ONE

THAT the following is hereby the Zoning Code of the City of Celina along with the attached map.

**CHAPTER 1141
GENERAL PROVISIONS**

- 1141.01 **PURPOSE**
For the purpose of promoting the public health, safety, morals, comfort and general welfare, conserving the values of property, facilitating the provision of water, sewerage, schools and other public requirements and lessening or avoiding congestion on public streets and highways, this Zoning Ordinance is established.
- 1141.02 **TITLE**
Chapter 1141 through 1199 and the Zoning District Map which accompanies this ordinance shall together be known and cited as the Zoning Ordinance.
- 1141.03 **INTERPRETATION AND CONFLICT**
In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements. Wherever this Ordinance imposes a greater restriction than is imposed or required by other provisions of law or by other rules, regulations or ordinances, the provisions of this Ordinance shall govern.
- 1141.04 **COMPLIANCE WITH REGULATIONS**
- A. No building or structure shall be located, erected, constructed, reconstructed, enlarged or structurally altered except in conformity with the area, height and yard regulations of the district in which such building or structure is located except as hereinafter provided.
 - B. No building, structure or lot shall be used for any purpose other than that which is permitted in the district in which such building, structure or lot is located, except where such usage was in existence and permitted prior to the passage of current zoning regulations.
 - C. No yard or other open space existing adjacent to any building or structure shall be reduced in area or dimension to less than the minimum required by the Zoning Ordinance.
 - D. No lot at the time of the effective date of the Zoning Ordinance shall be reduced or subdivided in any manner below the minimum area and yard provision as required by the Zoning Ordinance.
 - E. Uses not specifically listed or interpreted to be included categorically under the Uses Sections of the District Chapters shall not be permitted except by Amendment to the Ordinance.
- 1141.05 **SEPARABILITY**
Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**CHAPTER 1142
DEFINITIONS**

- 1142.01 **DEFINITIONS**
For the purpose of the Zoning Ordinance certain terms and words are defined as follows. Except where specifically defined, all words used in the Zoning Ordinance shall carry their customary meanings.
- 1. "Agriculture" means farming, dairying, pasturage, horticulture, viticulture, animal and poultry husbandry and limited processing and sale of agricultural products from land under same ownership.

2. "Alley" means a public or private thoroughfare which affords only a secondary means of access to property abutting thereon.
3. "Animal Hospital and Clinic" means a building used for the medical treatment, housing or boarding of domestic animals such as dogs, cats, rabbits, and birds by a veterinarian.
4. "Assisted Living Facility" means a residential care facility, other than a licensed nursing home, that provides personal care for persons with impairments in performance of activities of daily living and has the capacity to meet unscheduled needs for assistance. Typical to this facility is that each residence is private occupancy, furnished by occupant, with food service, laundry and gathering areas shared in the facility.
5. "Automotive Filling Station" means any building or land area used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use the sale and installation of lubricants, tires, batteries, and similar accessories.
6. "Automotive Services" means the repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting and steam cleaning of vehicles and commercial carwashes.
7. "Automotive Sales" means the display, sale or rental of new or used motor vehicles or trailers in operable condition where no repair work is done.
8. "Basement" means a story having part but not more than one-half of its height above grade and used for storage, garages for use of occupants of the building, or other active use for the rest of the building.
9. "Bed and Breakfast Establishment" means any owner occupied dwelling unit that contains no more than four rooms where lodging, with or without meals, are provided for compensation.
10. "Board" means the Board of Zoning Appeals of Celina, Ohio.
11. "Building" means any structure having a roof supported by columns or walls, used or intended to be used for the shelter or enclosure of persons, animals or property.
12. "Building and Related Trades" means a building or premises used for the storage and retail sale of those materials and services customary to the construction profession of which offices of these professionals associated with the construction profession may be an accessory use.
13. "Building, Front Line of" means the line of that face of the building nearest the front line of the lot. This line does not include uncovered steps or handicapped access ramps.
14. "Building Lot" means any platted lot, a legally described parcel of land, or combination of adjacent platted lots or other described land that is identified on a deed as being owned by the same owner, and is large enough for the construction of a residence. It may also be any combination of adjacent land deeded separately but shown on the county's tax maps as owned by the same owner.
15. "Building, Height of" means the vertical distance from the average grade level along the front building line to the highest point of the building or structure.
16. "Building, Principal" means a building in which is conducted the main or principal use of the lot on which such building is situated.
17. "Cemetery" means land used or intended to be used for the burial of the dead and dedicated for such purposes, including crematories, mausoleums and mortuaries, if operated in connection with, and within the boundaries of, such cemetery.
18. "Clinic" means a place used for the care, diagnosis and treatment of sick, ailing, infirm and injured persons and those who are in need of medical, dental or surgical attention, but who are not provided with room or board nor kept overnight on the premises.
19. "Club" means a nonprofit association of persons who are bona fide members paying regular dues, and are organized for some common purpose, but excluding religious places of worship or a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.
20. "Commercial School" means a facility, operating for profit, providing a curriculum of continuing academic instruction including vocational and technical courses.
21. "Commission" means the Celina Planning Commission.
22. "Commercial Entertainment Facilities" means any activity which is generally related to the entertainment field, such as motion picture theaters, night clubs, and similar entertainment activities and excluding taverns.
23. "Community Development Project" means any development of land for industrial, commercial or residential purposes, or a combination of these uses, provided they are functionally integrated, to attain an improved character of development that conforms to the purpose and intent of the Zoning Ordinance.
24. "Council" means the City Council of Celina, Ohio.
25. "Day Care Facility" means a building or structure where daytime care, protection and supervision are provided on a regular schedule, for a fee, at least twice a week. This definition includes Child Care Facilities which address and pertain to the care of children up to and throughout school ages. Adult Care Facilities address and pertain to the care of adults. This definition does not include residential care such as Assisted Living Facility and Group Home.
26. "Days" means calendar days unless stated otherwise.
27. "Design Review District" means a portion of the territory of the City, within which special requirements and regulations established under the Design Review District provisions of this Ordinance are applied. Design Review Districts are established by Council and identified on the Zoning Map.
28. "Design Review Commission" means a commission established under the Design Review District provisions of this Ordinance.
29. "District" means a portion of the territory of the City, within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this Ordinance.
30. "Drive-In Commercial Uses" means any retail commercial use serving primarily vehicular trade such as drive-in restaurants, drive-in theaters, drive-in banks and drive thru convenience stores.

31. "Dwelling" means any building or portion thereof which is designated for or used for residential purposes.
32. "Dwelling, Efficiency Apartment" means a dwelling unit in a multi-family building without a separate distinct room for sleeping.
33. "Dwelling, Multi-Family" means a building used or designed as a residence for three or more families living independently of each other and doing their own cooking therein, including apartment houses, garden apartments and row houses.
34. "Dwelling, Permanently Sited Manufactured Home" means a building manufactured in an off-site facility designated for or occupied exclusively by one family that meets all of the following criteria:
 - a. The structure is affixed to a permanent foundation and is connected to appropriate utilities;
 - b. The structure, excluding any addition, has a minimum width of 22 feet, a minimum length of 22 feet, and a minimum floor area of 900 square feet;
 - c. The structure has a minimum roof pitch of 3:12, conventional residential siding, and a minimum 6 inch eave overhang, including appropriate guttering;
 - d. The structure was manufactured after January 1, 1995;
 - e. The structure has a permanent label or tag certifying that it was constructed in conformance with all applicable federal construction and safety standards.
35. "Dwelling, Single-Family" means a building designated for or occupied exclusively by one family, including Permanently Sited Manufactured Homes as defined herein.
36. "Dwelling, Three Family" means a building designated for or occupied exclusively by three families.
37. "Dwelling, Two-Family" means a building designated for or occupied exclusively by two families.
38. "Educational Institution" means a facility that provides a curriculum of elementary or secondary academic instruction, including kindergarten, elementary schools, junior high schools, high schools and technical and collegiate level courses.
39. "Essential Services" means the erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of facilities which are necessary for furnishing adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.
40. "Family" means one or more persons occupying a dwelling and living as a single housekeeping unit and doing their own cooking on the premises as distinguished from a group occupying a hotel, as herein defined.
41. "Financial Institution" means any building, property or activity of which the principal use or purpose is the provision of financial services including but not limited to banks, facilities for automated teller machines (ATMs), credit unions, savings and loan institutions and mortgage companies.
42. "Food Processing" means the preparation or processing of food products excluding restaurants, for wholesale distribution.
43. "Frontage" means all of the property between a street and the front building line. The front boundary line of a lot is the line that abuts on a street, and includes its length.
44. "Funeral Home" means any dwelling or other structure used and occupied by a professional licensed mortician for burial preparation and funeral services.
45. "Grain Elevators and Feed Mill" means a building, structure or premises used for the storage and retail sales of grain and other related agricultural supplies and products.
46. "Group Home" means any licensed residential facility designed to allow not more than eight (8) persons, needing specialized care, counseling, on-going medical treatment or supervision to live in the same building or complex of buildings and engage in some congregative activity in a non-institutional environment.
47. "Home Occupation" means any occupation, profession, activity or use which is accessory to the principal use of the premises and is conducted by a resident occupant which does not alter the interior of the property or affect the residential character of the neighborhood.
48. "Hospital" means an institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.
49. "Hotel/Motel" means a building in which lodging or boarding and lodging are provided and offered to the public for compensation and possibly providing as an accessory use additional facilities such as restaurants, meeting rooms and recreational facilities.
50. "Institution" means buildings or land occupied by a nonprofit corporation or a nonprofit establishment for public use.
51. "Interior Lot Line" means any lot line shown by plat or deed of separately described parcels of land making up a building lot and located within its boundaries.
52. "Junk Storage and/or Sales; Salvage Operation" means any lot, land or structure or part thereof used primarily for the collection, storage and sale of waste paper, rags, scrap metal or discarded material, or for the collecting, dismantling, storage and salvaging of machinery or vehicles not in operating condition, or for the sale of parts thereof.
53. "Land Use Plan" means the long-range plan for the desirable use of land as adopted by the Planning Commission; the purpose of such plan being to serve as a guide in future development and zoning of the community.
54. "Loading Space" means a space within the main building or on the same lot therewith providing for the loading or unloading of trucks.
55. "Lock and Store (or Store and Lock) Warehousing" means a building or group of buildings in a controlled access compound that contains equal or varying sizes of compartmentalized and controlled access stalls or lockers for the storage of customer goods or wares.

56. "Lot" means a parcel of land occupied or intended for occupancy by a use permitted in the Zoning Ordinance, including one principal building together with accessory buildings, the open spaces and parking spaces required by the Zoning Ordinance, and having its principal frontage upon a street.
57. "Lot Coverage" means the ratio of enclosed ground floor area of all buildings to the horizontally projected area of the lot, expressed as a percentage.
58. "Lot of Record" means any lot which, individually or as a part of a subdivision, has been recorded in the office of the County Recorder.
59. "Lot, Minimum Area Of" means the area of a lot computed exclusive of any portion of the right of way of any public thoroughfare.
60. "Lot Width" means the width of a lot at the building setback line measured at right angles to its depth. The lot width of lots on curved streets shall be the chord distance between points of intersection of the side lot lines with the curve describing the required depth of front yard.
61. "Lot - Outlot" means a lot associated with larger development plan where the primary parcel defines the development. The development on outlots must conform, in use type, to the primary site development. Outlots may be deeded separately from the primary parcel, but can be considered part of the overall development. In site plan reviews, these lots shall be considered as part of the overall site development. In a shopping center, or in a B-3 zone, it is a lot that is owned and/or developed separately from the shopping center and has its own access drives, parking, and signage.
62. "Manufacturing" means the mechanical, chemical, or biological transformation or assembly of materials, substances, or component parts into new products or components, usually for distribution to wholesale markets, or for interplant transfer to industrial users.
63. "Mineral Extraction, Storage and Processing" means any mining, quarrying or processing of limestone, shale, clay, coal or other minerals.
64. "Mixed Use" means a combination of two or more principally permitted or conditionally permitted uses within a district, as approved by the Planning Commission, in the same building or on the same premises.
65. "Mobile Homes or Trailers" means any vehicle or similar portable structure so designed or constructed as to permit occupancy for dwelling or sleeping purposes.
66. "Mobile Home Parks" means an area manifestly designed for rent or lease of mobile home lots in a safe, sanitary and desirable manner as described in Chapter 1180.
67. "Nursing Home" means a building, group of buildings or licensed facility, public or private, which provides full-time personal care or nursing to the ill, physically infirm or aged persons who are not related by blood or marriage to the operator.
68. "Office" means a building or portion of a building wherein services are performed involving predominately administrative, professional or clerical operations.
69. "Off-Street Parking Space" means any parking space located wholly off any street, alley or sidewalk either in an enclosed building or on an open lot.
70. "Overlay District" means the portion of the territory of the City, within which special requirements and regulations established under the Overlay District provisions of this Ordinance are applied. Overlay Districts are established by Council and identified on the Zoning Map.
71. "Personal Services" means any enterprise conducted for gain which serves primarily personal needs of the general public such as shoe repair, watch repairing, barber shop, beauty parlors, and similar activities.
72. "Petroleum Refining and Storage" means a facility designed to separate and remove impurities from oil or gas and store such fuels for distribution.
73. "Planning Commission" means the Celina Planning Commission.
74. "Public Service Facility" means the erection, construction, alteration, operation or maintenance of buildings and other similar public service structures by a public utility, by a railroad, whether publicly or privately owned, or by a municipal or other governmental agency, including the furnishing of electrical, gas, rail transport, communication, public water and sewage disposal services.
75. "Public uses" means public parks, schools and administrative, cultural and service buildings, not including public land or buildings devoted solely to the storage and maintenance of equipment and material.
76. "Public Recreation" means recreational facilities developed, used and/or maintained by public agencies for use by the public.
77. "Recreational facilities, commercial" means recreational facilities open to the public, established and operated for a profit, such as commercial golf courses, golf driving ranges, swimming pools, ice skating rinks, riding stables, boat docks, fishing piers, boat launching, race tracks, amusement parks, carnivals, food concessions as an accessory use, and similar commercial enterprises.
78. "Recreational facilities, noncommercial" means private and semipublic recreational facilities which are not operated for commercial gain, including private country clubs, riding clubs, golf courses, and other private noncommercial recreation areas and facilities or recreation centers, including private community swimming pools, boat docks, fishing piers, boat launching, and food concessions as an accessory use.
79. "Religious places of worship" means an institution that a congregation of people regularly attend to participate in or hold religious services, meetings and other activities, including buildings in which the religious services of any denominations are held.
80. "Restaurant" means an establishment with table services whose principal business is the selling of unpackaged food and beverages to the customer in a ready to consume state, in individual servings, or in non-disposable containers.

81. "Restaurant, fast food" means an establishment whose principal business is the sale of prepared or rapidly prepared food, in disposable containers and without table service, directly to the customer in a ready-to-consume state.
82. "Retail Business" means any business selling goods, wares, or merchandise directly to the ultimate consumer for direct consumption and not for resale.
83. "Retail neighborhood business" means small retail commercial establishments catering primarily to nearby residential areas providing convenience goods and services, including but not limited to, small grocery stores, pharmacies, barber shops, beauty salons and coin-op Laundromats.
84. "Scientific research facility" means a building or buildings in which scientific research, investigation, testing or experimentation is conducted, but not including the manufacturing or sales of products, except as incidental to the main purpose of the laboratory.
85. "Semi-public buildings" means churches, Sunday schools, private and parochial schools, hospitals and other institutions of a charitable, educational or religious nature.
86. "Shopping center" means a grouping of retail and service uses on a single site that is developed, owned and managed as a unit with off-street parking and loading as an integral part of that unit.
87. "Story" means that portion of a building other than a basement included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. A basement shall be counted as a story if it is used for living quarters, or if one-half of its volume is above the average level of the adjacent ground.
88. "Street Line, Right-of-Way Line" means a dividing line between a lot, tract or parcel of land and contiguous street.
89. "Structure" means anything constructed or erected, the use of which requires permanent location on the ground, or attached to something having a permanent location on the ground.
90. "Structural Alterations" means any change which would tend to prolong the life of a supporting member of a structure such as bearing walls, columns, beams or girders.
91. "Tavern" means an establishment serving alcoholic beverages in which the principal business is the sale of such beverages at retail for consumption on the premises and where food may be available for consumption on the premises.
92. "Transport Trucking Terminal" means any business, structures or premises which primarily receives or distributes goods by tractor trailer or other similar vehicle.
93. "Use" means the purpose for which land, a building or structure is arranged, designed, or intended, or for which either land, a building or structure is, or may be, occupied or maintained.
94. "Use, Accessory" means a use, building or structure subordinate to the principal use of a building or to the principal use of land, which is located on the same lot as the principal use, and which is serving a purpose customarily incidental to the use of the principal building or land use.
95. "Use, conditional" means a use which is permitted in a district only if a zoning certificate therefore is expressly authorized by the Planning Commission.
96. "Use, Non-Conforming" means any building, structure, or premises legally existing or used at the time of adoption of this Ordinance, or any amendment thereto, and which does not conform with the use regulations of the district in which located. Any such building, structure, or premises conforming in respect to use but not in respect to height, area, yards, or distance requirements from more restricted districts or uses, shall not be considered a non-conforming use.
97. "Use, Principally Permitted" means a use which is permitted outright in a district for which a zoning certificate shall be issued by the Zoning Inspector provided that the applicant meets the applicable requirements of the Ordinance.
98. "Variance" means a relaxation of requirements where such variation will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the Zoning Ordinance would prohibit the reasonable use of the land.
99. "Warehousing" means a building or facility that stores commodities in large quantities for distribution to retail, wholesale or manufacturing businesses.
100. "Wholesale Business" means an establishment that is engaged in the selling of merchandise to retail establishments rather than to consumers.
101. "Yard" means an open space at grade between a building and the adjoining lot lines unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.
102. "Yard, Front" means a yard between the front building line and the right-of-way line of the fronting street. In case of a lot that fronts more than one street, the yard abutting the street named in the property address shall be considered the front yard.
103. "Yard, Rear" means a yard extending across the full width of a lot and being the minimum horizontal distance between the rear lot line and the rear of the main building or any projection thereof, other than the projections of uncovered steps or unenclosed porches. In the case of a lot that fronts more than one street, the yard opposite the front yard shall be considered the rear yard.
104. "Yard, Side" means a yard between the main building and the side line of the lot and extending from the required front yard to the required rear yard and being the minimum horizontal distance between the side lot and the side of the main building or any projections thereto.

- 105. "Zoning Certificate" means the document issued by the Zoning Inspector authorizing the use of the land or building consistent with the terms of this Ordinance and for the purpose of carrying out and enforcing its provisions.
- 106. "Zoning Map" means the Zoning District Map or Maps of the City, together with all amendments subsequently adopted.
- 107. "Zoning Inspector" means the Safety Service Director of the City or his designee.
- 108. "Zoning Permit" shall be synonymous with Zoning Certificate, and these two terms shall be considered one and the same where listed within this Ordinance.

**CHAPTER 1143
ADMINISTRATION**

1143.01 PURPOSE

This Ordinance sets both the powers and duties of the Zoning Inspector, the Planning Commission, the Board of Zoning Appeals, and The Design Review Commission with respect to the administration of the provisions of this Ordinance.

1143.02 RESPONSIBILITIES OF THE ZONING INSPECTOR

The Zoning Inspector shall have the following responsibilities and powers:

- A. Enforce the provisions of this Ordinance and interpret the meaning and application of its provisions.
- B. Receive, review and make determinations on applications for zoning permits.
- C. Issue zoning certificates and other certificates and permits as provided by this Ordinance, and keep a record of same with notations of special conditions involved.
- D. Review and process plans pursuant to the provisions of this Ordinance.
- E. Make determinations as to whether violations of this Ordinance exist, determine the nature and extent thereof, and notify the owner in writing, specifying the exact nature of the violation and the manner in which it shall be corrected by the owner, pursuant to the procedures in this Ordinance.
- F. Conduct inspections of buildings and uses of land to determine compliance or non-compliance with this Ordinance.
- G. Maintain permanent and current records required by this Ordinance, including, but not limited to, the Official Zoning Map, Zoning Certificates, inspection documents and records of all variances, amendments and conditional uses. These records shall be made available for use of the City Council, Planning Commission, the Board of Zoning Appeals and to the public.
- H. Revoke a certificate or approval issued contrary to this Ordinance or based on a false statement or misrepresentation in the application.
- I. The Zoning Inspector shall be responsible for the collection and deposit of all fees for credit to the General Revenue Fund of the City.

1143.03 RESPONSIBILITIES OF THE PLANNING COMMISSION

The Planning Commission shall have the following responsibilities and powers as they relate to this Ordinance:

- A. Initiate by recommendation to City Council, Official Zoning Map changes, or changes in the text of the Ordinance where such changes will promote the best interest of the public in general.
- B. Review all proposed amendments to the text of this Ordinance and the Official Zoning Map and make recommendations to the City Council.
- C. Review all conditional uses as identified in the respective zoning districts according to provisions and criteria stated in this Ordinance.
- D. Carry on a continuous review of the effectiveness and appropriateness of this Ordinance and recommend such changes or amendments as it feels would be appropriate.
- E. Review and act on site plans pursuant to the provisions and criteria stated in this Ordinance.
- F. Review and act upon requests for substitution or enlargement of nonconforming uses as set forth in Chapter 1150.

The Planning Commission shall also have the responsibilities as set forth in Chapter 145 of the Codified Ordinances of the City.

1143.04 RESPONSIBILITIES OF THE BOARD OF ZONING APPEALS

The Board of Zoning Appeals shall have the following responsibilities and duties:

- A. Hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation or determination made by the Zoning Inspector.
- B. Authorize such variances from the terms of this Ordinance as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Ordinance will prohibit reasonable use of the property and so that the spirit of this Ordinance shall be observed and substantial justice done. Procedures for variances shall conform to Section 1153.04, Variances.
- C. Hear and rule on appeals taken on the basis of a decision rendered by the Planning Commission or Design Review Commission.

The Board of Zoning Appeals may call on the several city departments for assistance in the performance of its duties, and it shall be the duty of such departments to render such assistance to the Board of Zoning Appeals as may reasonably be required.

1143.05 RESPONSIBILITIES OF THE DESIGN REVIEW COMMISSION

The Design Review Commission shall have the following responsibilities and duties.

- A. Review and approve, or deny, all applications for Certificates of Design Approval. All applications are to be acted upon by the Commission within the time period established in 1148.04 of this Ordinance.
- B. Work to increase the public awareness of the significance of the District.
- C. Encourage property owners within the District to initiate changes, which will enhance the significance of the District.
- D. Receive, send, and account for any funds, which it may legally receive from any source, for the purpose of carrying out the provisions of this Ordinance.
- E. Contract, as needed and as allowed by funding availability, technical experts to fulfill the provisions of this Ordinance.
- F. Keep minutes and records of all meetings and proceedings, including records of voting, attendance, resolutions, findings, determinations, and decisions, with all pertinent material being a matter of public record.
- G. Perform any other functions necessary to carry out the duties required by this Ordinance, or by further resolution of Council.

**CHAPTER 1144
ENFORCEMENT**

1144.01 ZONING INSPECTOR

It shall be the duty of the Zoning Inspector to administer and enforce the Zoning Ordinance. It shall also be the duty of all officials and employees of the Municipality to assist the Zoning Inspector by reporting to him new construction, reconstruction or land uses or apparent violations.

Appeals from the decision of the Zoning Inspector may be made to the Board of Zoning Appeals, as provided in Section 1153.

1144.02 ZONING CERTIFICATES

The following shall relate to Zoning Certificates:

- A. It shall be unlawful for an owner to use or to initiate construction or permit the use of any structure, building or land, or part thereof, hereafter created, erected, changed, converted or enlarged, wholly or partly, until a Zoning Certificate has been issued by the Zoning Inspector. It shall be the duty of the Zoning Inspector to issue a certificate, provided he is satisfied that the structure, building or premises and the proposed use thereof conform to all the requirements of the Zoning Ordinance. No permit for excavation, construction or reconstruction shall be issued by the Zoning Inspector unless the plans, specifications and the intended use conform to the provisions of the Zoning Ordinance. All Zoning Certificates shall expire one year after their issuance unless construction has reached fifty percent (50%) of completion.
- B. Upon written request from the owner, or tenant, the Zoning Inspector shall issue a Zoning Certificate for any building or premises existing at the time of enactment of the Zoning Ordinance certifying, after inspection, the extent and kind of use made of the building or premises and whether such use conforms to the provisions of the Zoning Ordinance. No charge shall be made for issuing a Zoning Certificate in accordance with this subsection.
- C. The Zoning Inspector must refer to the requirements of O.R.C. Section 5511.01 before any zoning action is approved near a proposed new state highway or a state highway for which changes are proposed. Any land within 300 feet of such highway, or within 500 feet of any proposed state highway intersection work, is affected. Notice is to be sent to the Director of the Ohio Department of Transportation.

1144.03 CONDITIONS UNDER WHICH CERTIFICATES ARE REQUIRED

A Zoning Certificate shall be required for any of the following, except as herein provided:

- A. Construction, or structural alteration increasing the square footage of any building, including accessory buildings.
- B. Change in use of an existing building or accessory building to a use of a different classification.
- C. Occupancy and use of vacant land.
- D. Change in the use of land to a use of a different classification.
- E. Any change in the use of a nonconforming use.
- F. A Zoning Certificate may be required for all lawful nonconforming uses of land or buildings created by adoption of the Zoning Ordinance or any amendments thereto.

1144.04 APPLICATION AND ISSUANCE OF ZONING CERTIFICATES

The following shall apply to the issuance of Zoning Certificates:

- A. A complete written application shall be made for a Zoning Certificate for the construction of a new building or the alteration of an existing building. Such Certificate shall be issued within ten (10) business days after a written request for the same has been made to the Zoning Inspector or his agent, provided the construction or alteration is in conformity with the provisions of the Zoning Ordinance.
- B. Written application for a Zoning Certificate for the use of vacant land, or for a change in the use of land or of a building, or for a change in a nonconforming use, as herein provided, shall be made to the Zoning Inspector. If the proposed use is in conformity with the provisions of the Zoning Ordinance, the certificate shall be issued within ten business days after the application for same has been made.
- C. Every application for a Zoning Certificate shall be accompanied by a plot plan, and such other plans as may be necessary to show the location and type of buildings to be erected or alterations to be made. Where construction or physical improvement of the land is involved, the lot and location of the buildings to be

erected thereon shall be staked out on the ground before construction is started, and all dimensions shown on filed plans shall be based on an actual survey.

1. Each plan shall show:
 - a. The street providing access to the lot and the exact location of the lot in relation to the nearest cross street.
 - b. The name of the subdivision, if any, and the lot numbers of the subject property and abutting properties.
 - c. The actual dimensions of the lot, the yard and other open space dimensions thereof, and the location and size of any existing structure thereon.
 - d. The location and size of the proposed structures, and/or the proposed enlargement of the existing structure.
 - e. Any other information which, in the judgment of the Zoning Inspector, may be necessary to provide for the enforcement of the Zoning Ordinance.
 2. The plan shall include statements declaring that no part of the land involved in the application has been previously used to provide required yard space or lot area for another structure.
 3. Where complete and accurate information is not readily available from existing records, the Zoning Inspector may require the applicant to furnish a survey of the lot by a registered surveyor.
 4. Each application shall bear a statement acknowledging that all construction will be done in compliance with the Construction Standards of the City of Celina and any applicable building codes.
 5. Each property owner, or authorized agent, shall be required to attest to the correctness of the statements and data furnished with the application.
 6. A file of such applications and plans shall be kept in the office of the Zoning Inspector.
- D. The Zoning Inspector shall not issue a Zoning Certificate for any application requiring any of the following:
1. A Conditional Use Approval as established in Chapter 1145;
 2. Site plan review as required in Chapter 1146;
 3. An Overlay District Site Development Plan as required under Chapter 1147;
 4. A Certificate of Approval as required under Chapter 1148, Design Review District.
 5. A permit for the enlargement or substitution of a nonconforming use, as required in Chapter 1150.
- Unless the application has been returned to the Zoning Inspector from the primary review bodies with instructions to issue.
- In cases where more than one of the additional approvals listed above are required for a project, the order of submissions shall be:
- a) Design Review District Certificate of approval
 - b) All Planning Commission action (Conditional Uses, Overlay District Site Development Plan Review, Site Plan Review and Nonconforming Uses)
 - c) Board of Zoning Appeals (Variances and Appeals).
- E. Fees: The City Council shall by Ordinance, establish a schedule of fees for zoning permits, amendments, appeals, variances, conditional use approvals, plan approvals, and other procedures and services pertaining to the administration and enforcement of this Ordinance, after considering the recommendations of the Zoning Inspector with respect to actual administrative costs, both direct and indirect. The schedule of fees shall be posted in the office of the Zoning Inspector, and may be altered or amended only by the City Council. Until all such appropriate fees, charges, and expenses have been paid in full, no action shall be taken on any application, appeal, or administrative procedure.

1144.05 NONCOMPLIANCE

Situations of noncompliance with the provisions of this Ordinance shall be remedied as outlined in Chapter 1199, "Violations, Remedies and Fees".

**CHAPTER 1145
CONDITIONAL USES**

1145.01 CONDITIONAL USES

The Planning Commission may authorize, upon application, conditional uses as delineated in this Chapter. Such conditional use requests shall conform to the procedures and requirements of this Chapter.

1145.02 APPLICATION FOR CONDITIONAL USE APPROVAL

An Application for Conditional Use Approval shall be filed with the Zoning Inspector by at least one owner, owner's agent or lessee of properties for which such conditional use is proposed. The application shall be signed by the owner or applicant attesting to the accuracy of all information supplied in the application. At a minimum, the application shall contain the following information:

- A. Name, address and telephone number of the owner of record and applicant;
- B. A boundary survey of the said property;
- C. Description of existing use;
- D. Present zoning district;
- E. Description of proposed conditional use;
- F. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards and other such information as the Zoning Inspector may require to determine if the proposed conditional use meets the intent and requirements of this Ordinance;

- G. A statement and supporting documentation describing how the applicant believes the request conforms to the standards for conditional uses listed in Section 1145.03; and
- H. An application filing fee as established by Council;
- I. The Zoning Inspector may waive certain submission requirements where it is determined that it is not applicable.

1145.03 GENERAL STANDARDS FOR CONDITIONAL USES

In addition to specific requirements for conditionally permitted uses that may be specified in the district use regulations, the Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

- A. Shall be in accordance with the general objectives of this Ordinance;
- B. Shall be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
- C. Shall not be hazardous or disturbing to neighboring uses;
- D. Shall be served adequately by essential public facilities and services;
- E. Shall not be detrimental to the economic welfare of the community;
- F. Shall not involve uses, activities, processes, material, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- G. When reviewing public service facilities, the adequacy and availability of existing services shall be considered.

The Planning Commission shall have the authority to modify the requirements of a conditional use.

1145.04 SUPPLEMENTARY CONDITIONS AND SAFEGUARDS

In granting any conditional use, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violations of such conditions and safeguards when made a part of the terms under which the conditional use is granted shall be deemed a violation of this Ordinance.

1145.05 NOTICE TO PARTIES OF INTEREST

Written notice shall be mailed by the Planning Commission by first class mail at least seven days before the date of the hearing to the members of Planning Commission and all property owners within 150 feet in any direction of the property upon which an application for a conditional use approval has been filed. The notice shall contain the location of the property, nature of the proposed conditional use, and the time and place of the meeting. The failure to mail or deliver notification as provided in this paragraph shall not invalidate any action of the Planning Commission.

1145.06 ACTION BY THE PLANNING COMMISSION

Within thirty (30) days after their original consideration of a conditional use application, the Planning Commission shall either approve, approve with supplementary conditions as specified in Section 1145.04, or disapprove the application as presented. If the application is approved or approved with supplementary conditions, the Planning Commission shall direct the Zoning Inspector to issue a zoning permit listing the specific conditions specified by the Planning Commission for approval.

1145.07 APPEALS

Appeals from the Planning Commission for conditional uses shall be made to the Board of Zoning Appeals pursuant to Section 1153.

1145.08 EXPIRATION OF CONDITIONAL USE APPROVAL

A conditional use approval shall be deemed to authorize only one particular conditional use and such approval shall automatically expire if, for any reason, the conditional use has ceased by discontinuance or abandonment for a period of more than one year.

**CHAPTER 1146
SITE PLAN GUIDELINES STANDARDS**

1146.01 APPLICABILITY

In order to administer the provisions of this Zoning Ordinance and to evaluate site plans in the interest of the public health, safety and general welfare, this Chapter shall apply to new property development and any collective substantial expansion of existing structures, except for individual single family dwellings and two family dwellings (duplexes) and parking lots of five (5) spaces or smaller. Substantial expansion of existing structures shall be defined based on the criteria established below:

When Existing Structure is....	A Substantial Expansion is....
--------------------------------	--------------------------------

0 - 1,000 Sq. Ft.	50% or Greater
1,001 - 10,000 Sq. Ft.	40% or Greater
10,001 - 25,000 Sq. Ft.	30% or Greater
25,001 - 50,000 Sq. Ft.	20% or Greater
50,001 Sq. Ft. and larger	10% or Greater

Furthermore, no building shall be erected or structurally altered on any lot or parcel in cases where a site plan review is required, except in accordance with the regulations of this section and an approved site plan. No Zoning Certificate shall be issued prior to the approval of a site plan.

1146.02

CONTENTS OF SITE PLAN

Before a permit is issued for construction, one copy of the site plan at a scale no smaller than 1 inch to 100 feet shall be filed with the Zoning Inspector setting forth, identifying and locating the following:

- A. The total area in the development.
- B. The existing zoning of the subject property and all adjacent properties.
- C. All public and private right-of-way and easement lines located on or adjacent to the property.
- D. Existing topography with a maximum of five (5) foot contour intervals.
- E. The proposed finished grade of the development shown by contours not larger than one (1) foot.
- F. The locations of all existing and proposed buildings in the described parcels, the uses to be contained therein and the total number of buildings including dimensions, heights, gross floor area and number of stories.
- G. Location and dimension of all curb cuts, driving lanes, off-street parking and loading areas including the number of spaces, angles of stalls, grades, surfacing materials, drainage plans, and illumination of facilities.
- H. All sidewalks and other open areas.
 - I. Location of all walls, fences, and buffer yards.
 - J. Location, size, height, colors, typeset, materials, lighting, and orientation of all signs.
 - K. Location of all existing streets, highways and alleys.
 - L. All existing and proposed water and sanitary sewer lines indicating pipe sizes, types and grades.
 - M. The schedule of phasing of the project.

Such other information as required by the Planning Commission to determine the conformance with this Ordinance.

1146.03

SITE PLAN REVIEW GUIDELINES

The following principles shall guide the exercise of site planning review by the Planning Commission:

- A. The natural topographic and landscape features of the site shall be incorporated into the plan and the development.
- B. Buildings and open spaces shall be in proportion and in scale with existing structures and spaces in the area within three hundred (300) feet of the development site.
- C. A site that has an appearance of being congested, over built or cluttered can evolve into a blighting influence and therefore such shall not be congested, over built or cluttered.
- D. Open spaces shall be linked together.
- E. Natural separation shall be preserved or created on the site by careful planning of the streets and clustering of buildings using natural features and open spaces for separation. Existing vegetation removal shall be kept to a minimum.
- F. Screening of intensive uses shall be provided by utilizing landscaping, fences or walls to enclose internal areas.
- G. Buildings shall be sited in an orderly, non-random fashion. Long, unbroken building facades shall be avoided.
- H. Short loop streets, cul-de-sacs and residential streets shall be used for access to low density residential land uses in order to provide a safer living environment and a stronger sense of neighborhood identity.
- I. Pedestrian circulation in nonresidential areas shall be arranged so that off-street parking areas are located within a convenient walking distance of the use being served. Handicapped parking shall be located as near as possible to the entrance of the structure. Pedestrian and vehicular circulation shall be separated as much as possible through crosswalks designated by pavement markings, signage, or grade separation.
- J. Path and sidewalk street crossings shall be located where there is a good sight distance along the road, preferably away from sharp bends or sudden changes in grade.
- K. Parking lots and garages shall be located in such a way as to provide safe, convenient ingress and egress. Whenever possible there shall be a sharing of curb cuts by more than one facility. Parking areas shall be screened and landscaped and traffic islands shall be provided to protect circulating vehicles and to break up the monotony of continuously paved areas.
- L. Drive through establishments, such as restaurants and banks, shall be located to allow enough automobile waiting space for peak hour operation without interference with other parking lot circulations, or overflow onto streets.

1146.04

ACTION BY PLANNING COMMISSION FOR SITE PLAN REVIEW

Upon submission of the complete application for site plan review to the Zoning Inspector, the application shall be transmitted to the Planning Commission for review pursuant to Section 1146.03, "Site Plan Review Guidelines". Notice of all public meetings shall be given as required by State law, and the Planning Commission may hold a public hearing on any site plan review application.

The Planning Commission shall act upon all site plans within thirty-five (35) days after the receipt of the complete application from the Zoning Inspector. The Planning Commission may approve, disapprove or approve with modifications the site plan as submitted. Within the said thirty-five (35) day period, a majority of the members of

the Planning Commission present at a meeting thereof may vote to extend the review period up to an additional sixty (60) days

- 1146.05 **APPEALS**
Appeals of determinations by the Planning Commission regarding site plans shall be made to the Board of Zoning Appeals.

**CHAPTER 1147
OVERLAY DISTRICTS**

- 1147.01 **PURPOSE**
An Overlay District is intended to provide for and promote orderly growth in certain areas in the City designated as having distinctive, scenic, or unique characteristics and importance. Within these Districts, localized actions are implemented for the protection, preservation and enhancement of these unique and natural assets to the community.
- 1147.02 **APPLICABILITY**
- A. An Overlay District is established by City Council, superimposed in specific areas over the existing Zoning Map, where:
1. Zoning districts indicate incompatibility of use; and
 2. Any plans adopted by the City for that area are furthered by the use of this type of district.
- In establishing these Districts, Council shall outline the various ways in which the general regulations of this Ordinance are to be supplemented and/or modified within the described district.
- B. All regulations in the Code for the underlying district shall apply until a site development plan is approved.
- C. Upon approval of a site development plan, development and use of the property shall be in accordance with the plan.
- 1147.03 **PERMITTED BUILDINGS, USES AND OTHER REGULATIONS**
- A. **Principally Permitted Buildings and Uses**
Those buildings and uses principally permitted in the underlying district shall be permitted in accordance with all applicable regulations of that underlying district, and subject to the additional specific restrictions on development and use the Overlay District imposes.
- B. **Accessory Buildings and Uses**
Accessory buildings and uses shall be permitted if approved by the Planning Commission as being consistent with the purposes and provisions of this Chapter.
- C. **Access Management**
As parcels within the Overlay Districts are purchased, consolidated and redeveloped, access management must be implemented to control the number of curb cuts to improve vehicular and pedestrian circulation and safety.
1. All new nonresidential development within an Overlay District shall require a Traffic Impact Study to determine any thoroughfare improvements which may be required from the impact of the new development.
 2. Where deemed necessary by the City Engineering Department, from the review of the Traffic Impact Study, a frontage road may be required for certain developments/redevelopments.
 3. When two or more parcels are developed or redeveloped under the same owner or as part of the same development, all curb cuts shall be consolidated into one ingress/egress as indicated on the site plan and as approved by the City Engineering Department.
- D. **Building and Use Requirements**
The main and accessory buildings shall meet the regulations of any district in which such buildings nor uses would be permitted. If the main and accessory buildings are not permitted in the underlying district, they shall conform to the regulations of the nearest district to the site within which they are allowed. Additionally they shall meet the following:
1. All the requirements established by the Planning Commission and Council pursuant to the purposes and provisions of this Chapter;
 2. The conditions and demands of any adopted plan affecting the district; and
 3. The details of the site development plan.
- E. **Landscaping and Streetscaping**
Plans shall include landscaping and buffering as part of the plan review process.
- 1147.04 **STANDARDS FOR REVIEW AND APPROVAL**
- A. The use of property in the Overlay District, in accordance with a site plan (pursuant to the requirements of Chapter 1146 of this Ordinance), shall be permitted only if the proposed site development plan, by its nature, or by reason of the controls imposed by the Planning Commission and Council:
1. Is not an adverse influence on any abutting or surrounding properties;
 2. Provides for an orderly transition and promotes compatibility between districts;
 3. Is in full compliance with the purposes of this Zoning Ordinance and this Chapter;
 4. Furthers and conforms to the goals of the Celina Land Use Plan as adopted by the City; and
 5. Is designed to maximize the public interest and private benefit in a balanced manner.
- It is the responsibility of the developer to demonstrate compliance with each of the above stated standards.

- B. The following factors or characteristics, along with other requirements imposed by the Planning Commission for such use, consistent with the provisions of this Chapter shall be considered in assessing a proposed site development plan:
 - 1. Permitted types of use(s);
 - 2. Intensity of use in terms of:
 - a. Density, floor area or impervious surface ratio (I.S.R.);
 - b. Traffic impacts; or
 - c. Other environmental impacts such as noise, light, pollution, etc.;
 - 3. Functional and aesthetic compatibility with existing or proposed development;
 - a. Landscaping and buffering of the site; and
 - b. Compliance with the development goals of an adopted plan for the City or that area of the City.
- C. To secure the application of all relevant standards to the development of the Overlay District, the Planning Commission shall recommend:
 - 1. Front, side and rear yard requirements, density requirements, height and bulk of building requirements and intensity of use;
 - 2. The use of materials or designs in the erection of structures which shall minimize the adverse impact of the uses proposed by the development plan on neighboring properties;
 - 3. Permits or variances for docks, business signs, outdoor storage, parking spaces, loading docks and driveways;
 - 4. The screening or setting aside areas of land to serve as a buffer of the proposed use in the Overlay District from adjacent properties by walls, fences, landscaping or open spaces; and
 - 5. Such additional conditions and limitations on use, building dimensions, open spaces and the like as may be deemed necessary to carry out the intent of this Chapter and this Zoning Ordinance.
- D. All the powers exercised pursuant to 1147.01 through 1147.05 shall serve the objectives to create orderly transitions between districts, to minimize adverse impacts of one district upon the other, and to promote the development of property in the Overlay District.

1147.05 SUBMISSION AND REVIEW OF SITE DEVELOPMENT PLANS

- A. **Site Development Plans Required**
Site Development Plans shall be required for all new development within the Overlay Districts and for substantial redevelopment where 35% or more of the site is altered or reconstructed.
- B. **Site Development Plan Review Fees**
Fees and deposits shall be paid according to the provisions of Chapter 1199, Violations, Remedies, and Fees. The appropriate deposit shall be made at the time of submission of plans.
- C. **Submission of Site Development Plans**
Site plans shall be submitted to the Planning Commission by the applicant at least two (2) weeks prior to its meeting. Plans incomplete or filed late may not be accepted for review by the Commission at its meeting.
- D. **Site Development Plan Reviews**
Upon receipt of the development plans, copies shall be distributed to the following for their review: the Zoning Inspector, the Law Director, the Engineering Department, and any planner or consultant the Commission feels is necessary for technical input.
The respective individuals or agents should report back to the Commission with their notations and recommendations within the two (2) weeks. The Planning Commission may hold the plan for thirty (30) days after receipt of the plan, to receive any of the above reports. This period may be extended by written notice to the applicant by the Commission.
- E. **Site Development Plan Evaluation by Planning Commission**
After the site development plan has been filed with the Commission, it shall be evaluated in accordance with the standards set forth in this Chapter and the requirements of the Overlay District. If the plan corresponds to the requirements set forth in this Chapter and those of the Overlay District, the Commission shall incorporate it as part of the zoning permit and endorse the permit for approval.
- F. **Plan Changes Following Approval**
Once approved, no changes are to be made to an approved plan without the plan approval being forfeited unless the following procedure is followed:
The holder of any approved plan may request an amendment to their plans, and such request shall be submitted to the Planning Commission. The Commission may approve minor departures to the plan through written notice to the applicant. If the Commission believes the amendment represents a departure from the intent of, or a major departure from the substance of the site development plan, then such amendment shall be subject to the same conditions and procedures of approval as the original application. For the purpose of this Section, a "major departure from the substance of a site development plan" shall include, but not be limited to, the addition of a use not included in the approved site development plan.
- G. **Board of Zoning Appeals Review**
If the site development plan is not approved, the applicant shall have the right to appeal the decision to the Board of Zoning Appeals in the same manner as rejection of any zoning permit application.
- H. **Following Final Approval**
Following the final approval of a site development plan, the Zoning Inspector shall be notified, and once all fee payments are satisfied a permit or permits shall be issued based on the plan and amendments.

CHAPTER 1148

DESIGN REVIEW

1148.01 PURPOSE

Due to the unique, natural, architectural, and historical characteristics exhibited within the City of Celina and the desire to provide a sense of cohesiveness in certain areas, a Design Review District may be established to aid in this pursuit. The Design Review District will permit the City to provide additional standards and regulations, through review of development and redevelopment projects within these districts, to accomplish the aforementioned purposes.

1148.02 ESTABLISHMENT OF DISTRICT BOUNDARIES AND DESIGN REVIEW COMMISSION

The establishment of district boundaries and the Design Review Commission shall be as follows:

- A. Council may establish districts as part of the official zoning map where design review is required as per Chapter 1148. The procedures established under Chapter 1157 shall be followed for the establishment of these districts.
- B. A Design Review Commission shall be established for each Design Review District. It shall consist of five (5) members, all residents of the Municipality appointed by the Mayor and subject to approval of Council. The terms shall be for four (4) years with two of the initial members being appointed to two (2) year terms. Members may be reappointed. One member shall be a property owner or resident of the design review area. All members shall have, to the highest extent possible, a recognized knowledge of, or known interest in, historic preservation, architectural, or design disciplines. At least one member shall have a professional background in architectural, engineering, contracting, or other similar construction/design profession. The Commission shall adopt its own rules of procedure consistent with this Ordinance.
- C. The duties of the Design Review Commission are to:
 1. Review and approve or deny all applications for Certificates of Design Approval. All applications are to be acted upon by the Commission within the time period established in Section 1148.04 of this Chapter.
 2. Work to increase the public awareness of the significance of the district.
 3. Encourage property owners within the district to initiate changes which will enhance the significance of the district.
 4. Receive, send and account for any funds which it may legally receive from any source for the purpose of carrying out the provisions of this Ordinance.
 5. Contract, as needed and as allowed for by funding availability, technical experts to fulfill the provisions of this Ordinance.
 6. Keep minutes and records of all meetings and proceedings, including records of voting, attendance resolutions, findings, determinations, and decisions, with all pertinent material being a matter of public record.
 7. Perform any other functions necessary to carry out the duties required by this Ordinance, or by further resolution of Council.

1148.03 CERTIFICATE OF DESIGN REQUIRED

No new construction or exterior alteration shall be made to any property within the Design Review District until a Certificate of Design Approval has been issued by the Design Review Board. No Zoning Certificate shall be issued for any site improvement, signs, construction, reconstruction, alteration or demolition of any structure new or hereafter in a Design Review District, unless a Certificate of Design Approval has been issued.

1148.04 PROCEDURE FOR CERTIFICATE OF DESIGN APPROVAL

- A. The application for a Certificate of Design Approval shall be made on such forms as prescribed by the Zoning Inspector not less than eleven (11) days prior to the meeting of the Design Review Commission and shall include the following data:
 1. Two (2) complete sets of drawings and supplemental specifications, indicating the building or structure exactly as it is proposed to be built. Additional sets may be requested. Such documents shall be accurately drawn to scale and dimensioned.
 2. A site plan, drawn to scale, showing the plot configuration and its perimeter dimensions, all structures on the site with locating dimensions, the location of all structures adjacent to the site within fifty (50) feet of the property line, and all vehicular drives, roads, related parking areas, main walks, walls fences and major existing landscaping including trees of 6" caliper as measured 18" from top of ground in area affected by construction. In addition, a vicinity map, a north arrow, the first floor level and existing and finished grade elevations at each corner of new construction and at each corner of the site shall be indicated.
 3. Four elevation drawings including front, rear and two side elevations together with additional view or cross sections, if necessary, to indicate completely the exterior appearance of the structures. All elevations shall be drawn to the same scale, which shall be not less than one-quarter inch per foot. Each elevation shall show the accurate location of windows, doors, shutters, chimneys, porches and other architectural features, all materials and finishes, and an accurate finish grade line.
 4. Additional details to show unusual construction.
 5. Material and color samples of all major finish materials, which shall be presented at the Design Review Commission's meeting.
 6. Drawings or photographs of existing structures that are to remain on the site where new structure are to be constructed. Where additions are to be constructed to existing structures, elevation drawings or photographs showing the location of the addition shall be included.

- B. The Design Review Commission shall determine whether the proposed change will be appropriate to the preservation of the environmental, architectural or historic character of the Design Review District pursuant to the general and specific criteria. In determining the appropriateness of the change, the Design Review Commission may conduct public hearings on the project or solicit input from City staff or consultants to the City. The criteria contained in Section 1148.05 and the Design Review District Guidebook shall be used by the Design Review Commission to guide their decision.
- C. The City shall not issue a Zoning Certificate or Demolition permit until the Certificate of Design Approval has been approved by the Design Review Commission.
- D. The Design Review Commission shall consider all applications that have been properly submitted to it and approve, approve with conditions, or disapprove the application within forty-five (45) days of such item's first appearance on its agenda unless a time extension is mutually agreed to by the applicant and the Design Review Commission.
- E. Approvals by the Design Review Commission shall be valid for one year from the date of final action. The Zoning Certificate must be obtained and construction must begin prior to the expiration of one year from the date of final action. An approval may be extended once for one year. Applications for extension must be made in writing to the Design Review Commission prior to the expiration date of initial approval.
- F. The Design Review Commission, may at its discretion, designate an authorized representative to approve or disapprove applications for Certificates of Appropriateness for minor site improvements, construction, reconstruction, exterior alterations, or demolition of structures.

1148.05 GENERAL CRITERIA FOR EVALUATION OF APPLICATION FOR CERTIFICATES OF DESIGN APPROVAL

In determining whether the plan qualifies for a Certificate of Design Approval, the Design Review Commission shall consider those factors listed below which are relevant to the work. In applying the factors listed below, the Design Review Commission shall be guided by the Design Review District Guidelines, as adopted or amended by City Council. The Design Review Commission shall issue a Certificate of Design Approval if the proposed plan is in compliance with these Design Review District Guidelines. The plan shall be approved subject to conditions as necessary to assure the work is in compliance with the Design Review District Guidelines.

- A. Consistency and compatibility with any plans for the Design Review District which have been adopted by City Council.
- B. Compatibility with the building and structural patterns in the surrounding Design Review District.
- C. The quality of design and site planning being promoted by the proposed improvements.
- D. The avoidance of visual clutter created by unnecessarily large amounts and sizes of signage, and the encouragement of signage that reflects the scale and materials of a development's structure.
- E. Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from, and for, adjoining properties; traffic conditions; or the development, usefulness, or value of neighboring land and buildings.
- F. The elimination or avoidance of blight.

1148.06 DEMOLITION

- A. In cases where an applicant applies for a Certificate of Design Approval to demolish a structure within the Design Review District, the Design Review Commission shall grant the demolition and issue a Certificate of Design Approval to demolish when at least one of the following conditions prevail:
 1. The structure contains no features of architectural and historic significance which add to the character of the Design Review District.
 2. There is no reasonable economic use for the structure as it exists or as it might be restored, and there is no feasible and prudent alternative to demolition.
 3. Deterioration has progressed to the point where it is not economically feasible to restore the structure.
- B. If the Design Review Commission disapproves an application for Certificate of Design Approval involving a demolition or removal of an historically and architecturally significant structure within the District, the Design Review Commission shall have the power to impose a waiting period not to exceed six months. During such period, the applicant shall make every reasonable effort to find a demolition alternative for the structure. During the waiting period the owner of such structure shall maintain and preserve the structure to prevent further deterioration. If the Design Review Commission and the applicant do not agree on a means of preserving the structure within the specified waiting period, and if evidence is produced documenting the existence of at least one of the conditions set forth above in subsection (A), the Certificate of Design Approval to demolish shall be issued as a matter of law upon expiration of the waiting period.

1148.07 MAINTENANCE

Nothing in this Chapter shall be construed to prevent the ordinary maintenance or repair of any property within Design Review District, provided such work involves no change in material, design, texture, color or exterior appearance; nor shall anything in this Chapter be construed to prevent any repair of structural deficiency which is required for the public safety because of an unsafe, insecure or dangerous condition.

1148.08 APPEALS

Any applicant aggrieved by any decision of the Design Review Commission may appeal the decision to the Board of Zoning Appeals. Such appeal shall be taken in accordance with the procedures set forth in Chapter 1153. The Board of Zoning Appeals shall affirm the decision of the Design Review Commission unless it finds that the decision

is contrary to law. In the event that the Board of Zoning Appeals does not affirm the decision of the Design Review Commission, it may reverse, remand or modify such decision of the Design Review Commission and shall state the reasons therefor in the minutes of its meeting and shall forward a copy of such minutes to the Design Review Commission.

**CHAPTER 1150
NONCONFORMING USES**

- 1150.01 CONTINUATION OF EXISTING NONCONFORMING USES**
Except as hereinafter specified, the lawful use of a building or premises existing at the time of the effective date of this Ordinance which is 26-99-0 which would render the use nonconforming, may be continued although such use, building, or structure does not conform with the provisions of this Chapter for the district in which it is located. It is not the intention herein to classify as nonconforming, a use or building allowed in a district as a conditional use under the regulations of the Zoning Ordinance.
- 1150.02 ENLARGEMENT OR SUBSTITUTION OF NONCONFORMING USES**
No existing building or premises devoted to a use not permitted by this Chapter in the district in which such building or premises is located, except when required to do so by law or order, shall be enlarged, extended, reconstructed, substituted, or structurally altered to increase its nonconformity unless the use thereof is changed to a use permitted in the district in which such building or premises is located, and except as follows:
- A. Enlargement or Substitution: When authorized by the Planning Commission, in accordance with Section 1150.02 thru 1150.05, a nonconforming use, that has not been discontinued as specified in Section 1150.06, may be enlarged and/or replaced by another nonconforming use.
 - B. Enlargement: When authorized by the Planning Commission, nonconforming buildings may be enlarged as long as the building meets all minimal yard requirements in the district in which it is located. Additionally, all such extensions shall not exceed 100% of the floor area of the structure existing at the time it became nonconforming. All such extensions on structures nonconforming because of use shall be made within five (5) years of becoming nonconforming. Extensions may be made on a lot adjoining, provided that such lot was under the same ownership as the lot in question on the date such building became nonconforming.
- 1150.03 REPLACING DAMAGED NONCONFORMING USES**
A nonconforming use, which has been damaged to the extent of sixty percent(60%) or more of the County Auditor's value as listed in the Mercer County Auditor's records at the time of damage, shall not be restored except in conformity with the regulations of the district in which it is located. When damaged less than sixty percent (60%) of its County Auditor's value, a nonconforming use may be repaired or reconstructed within the dimensions prior to the damage, and used as before the time of damage. Such repairs or reconstruction are to be complete within one year of the date of such damage.
- 1150.04 NONCONFORMING TRAILERS AND MOBILE HOMES**
Non-conforming trailers or mobile homes located on a lot in any district other than in an approved Mobile Home Park in an "R-3" District, once removed shall not be relocated on such lot.
- 1150.05 REPAIRS AND ALTERATIONS**
Such repairs, alterations and maintenance work as required to keep said nonconforming use in sound condition may be made to a nonconforming building or structure.
- 1150.06 DISCONTINUANCE OF USE**
No building, structure or premises where a nonconforming use has discontinued, for a period of 12 continuous months or more, shall again be put to a nonconforming use. Discontinued shall mean that the structure has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred.
- 1150.07 ZONING CERTIFICATES FOR NONCONFORMING USES**
A Zoning Certificate shall be required for all lawful nonconforming uses of land and buildings created by adoption of the Zoning Ordinance in accordance with the provisions of Section 1144.02 B.
- 1150.08 APPLICATION FOR A PERMIT FOR ENLARGEMENT OR SUBSTITUTION OF A NONCONFORMING USE**
An application shall be filed with the Zoning Inspector by at least one owner, owner's agent or lessee of properties for which such enlargement or substitution is proposed. The application shall be signed by the applicant. At a minimum, the application shall contain the following information, provided however, that the Zoning Inspector may waive certain submission requirements where it is determined that it is not applicable:
- A. Name, address and telephone number of the owner of record and applicant.
 - B. A boundary survey of said property.
 - C. Description of existing use.
 - D. Present zoning district.
 - E. Description of proposed enlargement or substitution.

- F. A plan of the site showing the location of all existing buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards and any enlargement thereof proposed.
- G. A complete written description of the new use in the case of a proposed substitution, and for an enlargement the reasons for enlarging rather than relocation in an appropriate zone.
- H. A statement and supporting documentation describing how the applicant believes the request conforms to the standards listed in Section 1150.09; and
- I. Any other such information as the Zoning Inspector may require.
- J. An application filing fee as established by Council.

1150.09 GENERAL STANDARDS FOR ENLARGEMENT OR SUBSTITUTION OF A NONCONFORMING USE
 The Planning Commission shall review the particular facts and circumstances of each proposed use or expansion in terms of the following standards, and shall find adequate evidence showing that such use or expansion at the proposed location:

- A. Is better suited for the site than would be a permitted or conditional use.
- B. Shall not create a significant financial or structural hindrance to eventual conversion to a permitted or conditional use.
- C. Shall not be hazardous or disturbing to neighboring uses.
- D. Shall be served adequately by essential public facilities and services.
- E. Shall not be detrimental to the economic welfare of the community.
- F. Shall not involve uses, activities, processes, material, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

The Planning Commission shall have the authority to place additional requirements and/or conditions.

1150.10 SUPPLEMENTARY CONDITIONS AND SAFEGUARDS
 In granting any enlargement or substitution of a nonconforming use, the Planning Commission shall prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violations of such conditions and safeguards when made a part of the terms under which the conditional use is granted shall be deemed a violation of this Ordinance.

1150.11 PUBLIC HEARING BY THE PLANNING COMMISSION
 A public hearing on any enlargement or substitution of a nonconforming use request shall be held by the Planning Commission within forty-five (45) days of the acceptance of the application by the Zoning Inspector as complete.

1150.12 NOTICE OF PUBLIC HEARING IN NEWSPAPER
 Before holding the public hearing required in Section 1150.11, notice of such hearing shall be given by publication in a newspaper of general circulation in the City at least seven (7) days prior to the hearing. The notice shall set forth the time and place of the public hearing and the nature of the proposed use.

1150.13 NOTICE TO PARTIES OF INTEREST
 Before holding the public hearing required in Section 1150.11, written notice of such hearing shall be mailed by the Planning Commission by first class mail at least seven (7) days before the date of the hearing to the Planning Commission, and all property owners within 150 feet in any direction of the property upon which an application for an enlargement or substitution of a nonconforming use permit has been filed. The failure to mail or deliver notification as provided in this paragraph shall not invalidate any action of the Planning Commission. The notice shall contain the same information as required of notices published in newspapers as specified in Section 1150.12.

1150.14 ACTION BY THE PLANNING COMMISSION
 Within thirty (30) days after the public hearing required in Section 1150.11, the Planning Commission shall either approve, approve with supplementary conditions as specified in Section 1150.10, or disapprove the application as presented. If the application is approved or approved with supplementary conditions, the Planning Commission shall direct the Zoning Inspector to issue a permit listing the specific conditions specified by the Planning Commission for approval.

1150.15 APPEALS
 Appeals of the decisions the Planning Commission shall be made to the Board of Zoning Appeals pursuant to Chapter 1153.

1150.16 EXPIRATION OF A PERMIT FOR THE SUBSTITUTION OF A NONCONFORMING USE
 A permit for the substitution of a nonconforming use shall be deemed to authorize only one particular use, and such permit shall automatically expire if, for any reason, the use has ceased by discontinuance or abandonment for a period of more than six (6) months.

**CHAPTER 1153
 BOARD OF ZONING APPEALS**

1153.01

ESTABLISHMENT AND PROCEDURE

The establishment and procedures of the Board of Zoning Appeals shall be as follows:

A. APPOINTMENT

A Board of Zoning Appeals is hereby established, which shall consist of five members. The five members shall be appointed by the Mayor and approved by Council and shall serve for overlapping terms of four years; provided, however, that those first appointed shall serve for terms as follows: one for one year, one for two years, one for three years, and two for four years. Subsequent appointments shall be for a full term of four years. Vacancies shall be filled by appointment for the unexpired term of the member affected. No one shall be appointed to the Board of Zoning Appeals who holds any elective or appointive office or position with the City. All Board members shall be residents of the City of Celina.

B. PROCEEDINGS

1. The Board of Zoning Appeals shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of the Zoning Ordinance. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. Three members shall constitute a quorum; however, at least three affirmative votes shall be required on any official action.
2. In any matter brought before the Board of Zoning Appeals that affects, directly or indirectly, the personal affairs of a member of the Board, or any business or profession with which he may be associated, such member shall absent himself from the meeting as long as such matter is before the Board.

C. MINUTES AND RECORDS

The Board of Zoning Appeals shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact; and shall keep records of its examinations, and other official actions, all of which shall be a public record.

D. APPEALS, HEARINGS

All meetings of the Board of Zoning Appeals shall be open to the public. Appeals to the Board concerning interpretation or administration of the Zoning Ordinance may be taken by any person aggrieved, or by any officer or bureau of the governing body of the City affected by any decision of the Zoning Inspector. Such appeals shall be taken within thirty days, by filing with the Board of Zoning Appeals a notice of appeal specifying the grounds thereof. The Zoning Inspector shall forthwith transmit to the Board all papers consisting of the record upon which the action appealed from was taken. A fee as established by City Council shall be paid to the Zoning Inspector at the time notice of appeal is filed.

E. NOTICE OF MEETING

The Board of Zoning Appeals shall fix a reasonable time for the hearing of all appeals and give notice of such hearing in a newspaper of general circulation at least seven days in advance. The same written notice shall be sent to owners of property within 150 feet of all properties in question as shown on the County Auditor's tax list, and to the parties of interest. At the hearing, any party may appear in person or by agent or attorney.

F. DEPARTMENT ASSISTANCE

The Board of Zoning Appeals may call upon the various departments of the City for assistance in the performance of its duties, and it shall be the duty of such departments to render such assistance to the Board as may reasonably be required.

1153.02

POWERS AND DUTIES OF THE BOARD OF ZONING APPEALS

The Board of Zoning Appeals shall have the following powers and duties:

- A. Hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation or determination made by the Zoning Inspector.
- B. Authorize such variances from the terms of this Ordinance as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Ordinance will result in unnecessary hardship, and so that the spirit of this Ordinance shall be observed and substantial justice done. Procedures for variances shall conform to Section 1153.04, Variances.
- C. Permit the temporary use of a structure or premises in any district for a purpose or use that does not conform to the regulations prescribed elsewhere in the Zoning Ordinance for the district in which it is located, provided however that the use is of a temporary nature and does not involve the erection of a substantial structure. A Zoning Certificate for such use shall be granted in the form of a temporary and revocable permit, but not for a period of more than twelve (12) months and subject to such conditions as will safeguard the public health, safety, convenience and general welfare.
- D. Appeals taken on the basis of a decision rendered by the Planning Commission as specified in Section 1145.09, "Conditional Uses", and Section 1146.05, "Site Plan Review".
- E. Appeals taken on the basis of a decision rendered by the City Council as specified in Section 1147.0511, "Overlay Districts".
- F. Appeals taken on the basis of a decision rendered by the Design Review Commission as specified in Section 1148.08.

1153.03

DECISIONS OF THE BOARD

- A. The Board of Zoning Appeals shall decide all applications and appeals within thirty days after the final hearing thereon.
- B. A copy of the Board's decision, certified by the Chairman and Secretary, shall be transmitted to all parties in interest. Such decision shall be binding upon the Zoning Inspector and observed by him; and he shall

incorporate such terms and conditions in the permit to the applicant whenever a permit is authorized by the Board.

- C. The Board may reverse, affirm or modify any order, requirement, decision or determination heard on appeal. Every appeal granted or denied must be accompanied by a written finding of fact based on testimony and evidence and specifying the reason for such decision on the appeal.
- D. There shall be no further appeals to a City body to the decisions of the Board of Zoning Appeals. Any party adversely affected by a decision of the Board may appeal to the Court of Common Pleas of Mercer County on the grounds that the decision was unreasonable or unlawful.

1153.04 VARIANCES

The Board of Zoning Appeals shall have the power to hear and decide appeals and authorize such variances from the provisions or requirements of the Zoning Ordinance as will not be contrary to the public interest. In authorizing a variance, the Board may attach conditions and require such guarantee or bond as it may deem necessary to assure compliance with the objectives of the Zoning Ordinance. On appeal the Board may grant a variance in the application of the provisions of the Zoning Ordinance only if all of the following findings are made:

- A. That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical, or other physical conditions present on the subject property;
- B. That because of such physical circumstances or conditions, the property cannot be reasonably be developed in strict conformity with the provisions of the Zoning Ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property;
- C. That the circumstances and conditions have not been created by the appellant;
- D. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare;
- E. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

1153.05 APPLICATION FOR VARIANCE

A variance from the terms of this Ordinance shall not be granted by the Board of Zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector. The application shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. At a minimum, the application shall contain the following information:

- A. Name, address and telephone number of applicant;
- B. A survey by a person licensed in the State of Ohio to perform land surveys (if deemed appropriate, this requirement may be waived by the Zoning Inspector);
- C. Description of the nature of the variance requested;
- D. A statement demonstrating that the requested variance conforms to the standards set forth in Section 1153.04(A-E); and
- E. A fee as established by Council.

1153.06 SUPPLEMENTARY CONDITIONS AND SAFEGUARDS

In granting any appeal or variance the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of such conditions and safeguards when made a part of the terms under which the appeal or variance is granted shall be deemed a violation of this Ordinance and punishable under Section 1199. Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use prohibited by the terms of this Ordinance in such district.

1153.07 ENVIRONMENTAL PERFORMANCE STANDARDS

The Board of Zoning Appeals shall have the following responsibilities with Environmental Performance Standards:

- A. The Board of Zoning Appeals shall have the power to authorize issuance of a Zoning Certificate for uses that are subject to Environmental Performance Standards as set forth in Section 1180.14.
- B. The application for a Zoning Certificate for a use subject to Environmental Performance Standards shall be accompanied by a plan of the proposed construction or development; a description of the proposed machinery, processes and products; and specifications for the mechanisms and techniques to be used in meeting the Environmental Performance Standards.
- C. The Board may refer the application to one or more expert consultants qualified to advise as to whether a proposed use will conform to the Environmental Performance Standards. The costs of such services shall be borne by the applicant, and a copy of any reports shall be furnished the applicant.
- D. The Board of Zoning Appeals shall hear complaints, not resolved by the Zoning Inspector, on uses or facilities that meet the requirements of Section 1180.14 of this Ordinance.

1153.08 INTERPRETATION OF DISTRICT MAP

On an appeal from the decision of the Zoning Inspector where the street or lot layout as constructed, or as recorded, differs from the street and lot lines as shown on the Zoning Map, the Board of Zoning Appeals, after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purpose of the Zoning Ordinance.

In the case of any appeal or questions as to the location of any boundary line between zoning districts regarding a decision by the Zoning Inspector, a request for interpretation of the Zoning Map may be made to the Board, and a determination shall be made by the Board.

**CHAPTER 1157
DISTRICT CHANGES AND REGULATION AMENDMENTS**

- 1157.01 AMENDMENTS OR DISTRICT CHANGES**
The Ordinance text or map may be amended by utilizing the procedures specified in this Chapter.
- 1157.02 CHANGES BY COUNCIL**
Whenever the public necessity, or general welfare require, Council may, by Ordinance (only upon receipt of a recommendation from the Planning Commission and subject to procedures provided below), amend, supplement, change or repeal the regulations, restrictions and boundaries or classifications of property.
- 1157.03 INITIATION OF ZONING AMENDMENTS**
Amendments may be initiated in one of the following ways:
A. By adoption of a motion by the Planning Commission;
B. By adoption of a motion by Council for the Planning Commission to develop a recommendation;
C. By application by a property owner of record to the Secretary of the Planning Commission.
- 1157.04 CONTENTS OF APPLICATIONS FOR ZONING MAP AMENDMENTS**
The application shall be signed by the applicant or the applicant's agent attesting to the truth and exactness of all information supplied in the application, provided that an individual signing as the applicant's agent shall furnish proof of his authority to act for the applicant. At a minimum the application shall contain the following information:
A. Name, address and phone number of applicant;
B. A survey and legal description of the property proposed to be rezoned;
C. Present use;
D. Present zoning district;
E. Proposed use including any plans that the applicant has developed;
F. Proposed zoning district;
G. A vicinity map at a scale of not less than 1" = 100' showing property lines, streets, existing and proposed zoning, existing use of all buildings and the principal use of all properties within 300 feet of such land and such other items as the Zoning Inspector may require and;
H. A fee as established by Council.
- 1157.05 TRANSMITTAL TO PLANNING COMMISSION**
Following the request for consideration of a zoning ordinance text or map amendment by Council, or following the filing of a zoning map amendment application by at least one owner of property, such motion or application shall be transmitted to the Planning Commission for their recommendation.
- 1157.06 STANDARDS FOR ZONING MAP AMENDMENTS**
All recommendations by the Planning Commission for Zoning Map amendments shall be consistent with the City's adopted plans, goals, policies and intent of this Ordinance.
A. Prior to making a recommendation on a proposed rezoning, the Planning Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to specific documentation finding at least one (1) of the following:
1. There has been a change in demand for land which alters the information upon which the Zoning Map is based.
2. A study indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within said zoning district is inadequate to meet the demands for such development.
3. Proposed uses cannot be accommodated by sites already zoned in the City due to lack of transportation or utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district.
4. There is an error in the Zoning Map as enacted.
B. No residentially zoned land of less than five (5) acres in size shall be rezoned to a non-residential district unless it is contiguous to land in the proposed zoning district classification.
C. In addition to the findings required to be made by subsections (A) and (B), findings shall be made by the Planning Commission on each of the following matters based on the evidence presented.
1. The extent to which the proposed amendment and proposed use are in compliance with and deviate from adopted plans, goals and policies.
2. The suitability of the property in question for the uses permitted under the proposed zoning.
3. The adequacy of public facilities such as transportation, utilities, and other required public services to serve the proposed use.
4. The effect of the proposed rezoning on surrounding uses.
5. The effect of the proposed rezoning on the economic viability of existing developed and vacant land within the City.

The Planning Commission shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and not solely in the interest of the applicant.

- 1157.07 **RECOMMENDATION BY THE PLANNING COMMISSION**
The Planning Commission shall recommend to Council, within thirty-five (35) days of receipt of the complete application, one of the following:
A. That the amendment be granted as requested;
B. That the amendment be granted with modification; or
C. That the amendment be denied.
If the Planning Commission does not do one of the above within the allotted time period, then the amendment proposal shall be considered denied. The Planning Commission shall transmit its recommendation to Council.
- 1157.08 **PUBLIC HEARING BY COUNCIL**
Upon receipt of the recommendation from the Planning Commission, Council shall schedule a public hearing. The hearing shall occur within forty-five (45) days of the Council's receipt of the Planning Commission's recommendation.
- 1157.09 **NOTICE OF PUBLIC HEARING IN NEWSPAPER**
Notice of the public hearing required in Section 1157.08 shall be given by publication of a notice in a newspaper of general circulation in the City. Such notice shall be published at least thirty (30) days before the date of the public hearing. The published notice shall set forth the time and place of the public hearing and a summary of the proposed amendment.
- 1157.10 **NOTICE TO PROPERTY OWNERS BY COUNCIL**
Written notice of the hearing shall be mailed by the Clerk of Council by first class mail or hand delivery at least twenty (20) days before the day of the hearing to all owners of property within such area proposed to be rezoned or redistricted and to the owners of property located contiguous to and directly across the street from the area to be rezoned. Such notice shall be sent to the addresses of such owners appearing on the County Auditor's current tax list. The failure to mail or deliver the notification as provided in this Ordinance shall not invalidate any such amendment. The notice shall contain the same information as required of notices published in newspapers as specified in Section 1157.09.
- 1157.11 **PUBLIC EXAMINATION OF DOCUMENTS**
Prior to the public hearing, all documents relating to the proposed amendment shall be on file, for public examination, in the office of the Secretary of the Planning Commission.
- 1157.12 **ACTION BY COUNCIL**
Council may approve the recommendation of the Planning Commission by a simple majority. Council may modify or disapprove the recommendation of the Planning Commission by a vote of not less than three-quarters (¾) majority of the full membership of Council. Final action on the amendment must be taken within forty-five (45) days of the close of Council's public hearing; failure to take action within such forty-five (45) day period shall constitute disapproval of the amendment.

**CHAPTER 1161
S-1 SPECIAL DISTRICT**

- 1161.01 **PURPOSE**
The purpose of the S-1, Special, District is to protect large public and semi-public land holdings for various municipal uses.
- 1161.02 **PRINCIPALLY PERMITTED USES**
Principally permitted uses are as follows:
A. Agriculture
B. Public Recreation: Recreational facilities developed, used, and/or maintained by public agencies for use by the public.
- 1161.03 **PERMITTED ACCESSORY USES**
Any use or structure customarily accessory to any S-1 District permitted use.
- 1161.04 **CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
A. Airports
B. Cemeteries
C. Non-Commercial Recreation
D. Public Service Facilities
E. Commercial Recreation
F. Educational Institutions
G. Religious Places of Worship
- 1161.05 **MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the S-1 District shall not be less than 125,000 square feet and a width of not less than 300 feet.

- 1161.06 **MINIMUM FRONT YARD SETBACK**
The minimum front yard setback for properties in the S-1 District shall be 60 feet.
- 1161.07 **MINIMUM SIDE YARD SETBACK**
The minimum side yard setback for properties in the S-1 District shall be 50 feet.
- 1161.08 **MINIMUM REAR YARD SETBACK**
The minimum rear yard setback for properties in the S-1 District shall be 60 feet.
- 1161.09 **MAXIMUM HEIGHT REGULATION**
The maximum height for structures in the S-1 District shall be as follows:
A. No principal structure shall exceed 45 feet in height.
B. No accessory structure shall exceed 15 feet in height.
- 1161.10 **OFF-STREET PARKING AND LOADING**
Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.
- 1161.11 **LAND USE INTENSITY**
In the S-1, Special, District the maximum lot coverage shall be 20%.

**CHAPTER 1162
R-1 LOW DENSITY RESIDENTIAL DISTRICT**

- 1162.01 **PURPOSE**
The purpose of the R-1, Low Density Residential, District is to provide for relatively low density residential development.
- 1162.02 **PRINCIPALLY PERMITTED USES**
Principally permitted uses are as follows:
Single Family Dwellings
- 1162.03 **PERMITTED ACCESSORY USES**
Permitted accessory uses are as follows:
Any use or structure customarily accessory to any R-1 District permitted use.
- 1162.04 **CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
A. Public Recreation
B. Public Service Facilities
C. Non-Commercial Recreation
D. Educational Institutions
E. Religious Places of Worship
F. Bed and Breakfast Establishments
G. Day Care Facilities
H. Home Occupations
- 1162.05 **MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the R-1 District is as follows:
A. Single family dwellings shall have a minimum lot area of not less than 12,000 square feet and a width of not less than 100 feet.
B. Other uses shall have a minimum lot area of not less than 85,000 square feet and a width of not less than 200 feet.
- 1162.06 **MINIMUM FRONT YARD SETBACK**
The minimum front yard setback for properties in the R-1 District is as follows:
A. Single family dwellings shall have a minimum front yard setback of 30 feet.
B. Other uses shall have a minimum front yard setback of 50 feet.
C. No accessory buildings shall be located in the front yard area.
- 1162.07 **MINIMUM SIDE YARD SETBACK**
The minimum side yard setback for properties in the R-1 District is as follows:
A. Single family dwellings shall have a minimum side yard setback of 10 feet.
B. Other uses shall have a minimum side yard setback of 25 feet.
C. Accessory buildings shall be located no closer than five (5) feet to any side yard property line. They are also restricted from platted easement areas.
- 1162.08 **MINIMUM REAR YARD SETBACK**
The minimum rear yard setback for properties in the R-1 District is as follows:
A. Single family dwellings shall have a minimum rear yard setback of 30 feet.
B. Other uses shall have a minimum rear yard setback of 50 feet.
C. Accessory buildings shall be located no closer than five(5) feet to the rear property line. They are also restricted for platted easement areas.

- 1162.09 MAXIMUM HEIGHT REGULATION**
The maximum height for structures in the R-1 District is as follows:
A. No principal structure shall exceed 35 feet in height.
B. No accessory structure shall exceed 15 feet in height.
- 1162.10 OFF-STREET PARKING AND LOADING**
Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.
- 1162.11 LAND USE INTENSITY**
In the R-1, Low Density Residential, District the maximum lot coverage shall be 25%.

**CHAPTER 1163
R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT**

- 1163.01 PURPOSE**
The purpose of the R-2, Medium Density Residential, District is to provide for medium density residential developments.
- 1163.02 PRINCIPALLY PERMITTED USES**
Principally permitted uses are as follows:
A. Single Family Dwellings
B. Two Family Dwellings
- 1163.03 PERMITTED ACCESSORY USES**
Permitted accessory uses are as follows:
Any use or structure customarily accessory to any R-2 District permitted use.
- 1163.04 CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
A. Public Recreation
B. Public Service Facilities
C. Non-Commercial Recreation
D. Educational Institutions
E. Religious Places of Worship
F. Bed and Breakfast Establishments
G. Three family Dwellings
H. Day Care Facilities
I. Group Homes
J. Nursing Homes
K. Retail Neighborhood Business
L. Assisted Living Facility
M. Home Occupations
- 1163.05 MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the R-2 District is as follows:
A. Single family dwellings shall have a minimum lot area of not less than 8,000 square feet and a width of not less than 80 feet.
B. Two family dwellings shall have a minimum lot area of not less than 5,000 square feet per unit and a width of not less than 100 feet.
C. Three family dwellings shall have a minimum lot area of not less than 4,000 square feet per unit and a width of not less than 100 feet.
D. Other uses shall have a minimum lot area of not less than 45,000 square feet and a width of not less than 150 feet.
- 1163.06 MINIMUM FRONT YARD SETBACK**
The minimum front yard setback for properties in the R-2 District is as follows:
A. Residential uses shall have a minimum front yard setback of 25 feet.
B. Other uses shall have a minimum front yard setback of 40 feet.
C. No accessory buildings shall be located in the front yard area.
- 1163.07 MINIMUM SIDE YARD SETBACK**
The minimum side yard setback for properties in the R-2 District is as follows:
A. Residential uses shall have a minimum side yard setback of 8 feet.
B. Other uses shall have a minimum side yard setback of 15 feet.
C. Accessory buildings shall be located no closer than five (5) feet to any side yard property line. They are also restricted from platted easement areas.
- 1163.08 MINIMUM REAR YARD SETBACK**
The minimum rear yard setback for properties in the R-2 District is as follows:
A. Residential uses shall have a minimum rear yard setback of 25 feet.

- B. Other uses shall have a minimum rear yard setback of 40 feet.
- C. Accessory buildings shall be located no closer than five(5) feet to the rear property line. They are also restricted from platted easement areas.

1163.09 MAXIMUM HEIGHT REGULATION

The maximum height for structures in the R-2 District is as follows:

- A. No principal structure shall exceed 35 feet in height.
- B. No accessory structure shall exceed 15 feet in height.

1163.10 OFF-STREET PARKING AND LOADING

Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.

1163.11 LAND USE INTENSITY

In the R-2, Medium Density Residential, District the maximum lot coverage shall be 30%.

**CHAPTER 1164
R-3 HIGH DENSITY RESIDENTIAL DISTRICT**

1164.01 PURPOSE

The purpose of the R-3, High Density Residential, District is to provide for relatively high density residential developments.

1164.02 PRINCIPALLY PERMITTED USES

Principally permitted uses are as follows:

- A. Single Family Dwellings
- B. Two Family Dwellings
- C. Multi-Family Dwellings (Up to six units)
- D. Efficiency Apartment Dwelling

1164.03 PERMITTED ACCESSORY USES

Permitted accessory uses are as follows:

Any use or structure customarily accessory to any R-3 District permitted use.

1164.04 CONDITIONALLY PERMITTED USES

Conditionally permitted uses are as follows:

- A. Public Recreation
- B. Public Service Facilities
- C. Non-Commercial Recreation
- D. Educational Institutions
- E. Religious Places of Worship
- F. Bed and Breakfast Establishments
- G. Day Care Facilities
- H. Nursing Homes
- I. Mobile Home Parks
- J. Retail Neighborhood Business
- K. Group Homes
- L. Assisted Living Facility
- M. Multi-Family (7 units or larger)
- N. Home Occupations

1164.05 MINIMUM LOT AREA AND WIDTH

The minimum lot area and width for properties in the R-3 District is as follows:

- A. Single family dwellings shall have a minimum lot area of not less than 6,000 square feet and a width of not less than 60 feet.
- B. Two family dwellings shall have a minimum lot area of not less than 4,000 square feet per unit and a width of not less than 80 feet.
- C. Multi-family dwellings shall have a minimum lot area of not less than 2,500 square feet per unit and a width of not less than 100 feet.
- D. Other uses shall have a minimum lot area of not less than 20,000 square feet and a width of not less than 100 feet.

1164.06 MINIMUM FRONT YARD SETBACK

The minimum front yard setback for properties in the R-3 District is as follows:

- A. Residential uses shall have a minimum front yard setback of 25 feet.
- B. Other uses shall have a minimum front yard setback of 30 feet.
- C. No accessory buildings shall be located in the front yard area.

1164.07 MINIMUM SIDE YARD SETBACK

The minimum side yard setback for properties in the R-3 District is as follows:

- A. Single-family residential uses shall have a minimum side yard setback of 6 feet and Two-family residential uses shall have a minimum side yard setback of 8 feet.
- B. Other uses shall have a minimum side yard setback of 10 feet.
- C. Accessory buildings shall be located no closer than five (5) feet to any side yard property line. They are also restricted from platted easement areas.

1164.08 MINIMUM REAR YARD SETBACK

The minimum rear yard setback for properties in the R-3 District is as follows:

- A. Residential uses shall have a minimum rear yard setback of 25 feet.
- B. Other uses shall have a minimum rear yard setback of 30 feet.
- C. Accessory buildings shall be located no closer than five(5) feet to the rear property line. They are also restricted from platted easement areas.

1164.09 MAXIMUM HEIGHT REGULATION

The maximum height for structures in the R-3 District is as follows:

- A. No principal structure shall exceed 45 feet in height.
- B. No accessory structure shall exceed 15 feet in height.

1164.10 OFF-STREET PARKING AND LOADING

Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.

1164.11 LAND USE INTENSITY

In the R-3, High Density Residential, District the maximum lot coverage shall be 35%.

**CHAPTER 1165
R-O RESIDENCE OFFICE DISTRICT**

1165.01 PURPOSE

The purpose of the R-O, Residence Office, District is to accommodate low intensity office, residential and other similar uses.

1165.02 PRINCIPALLY PERMITTED USES

Principally permitted uses are as follows:

- A. Multi-Family Dwellings
- B. Efficiency Apartment Dwellings
- C. Personal Services
- D. Offices

1165.03 PERMITTED ACCESSORY USES

Permitted accessory uses are as follows:

Any use or structure customarily accessory to any R-O District permitted use.

1165.04 CONDITIONALLY PERMITTED USES

Conditionally permitted uses are as follows:

- A. Public Recreation
- B. Public Service Facilities
- C. Non-Commercial Recreation
- D. Commercial Recreation
- E. Educational Institutions
- F. Religious Places of Worship
- G. Bed and Breakfast Establishments
- H. Single Family Dwellings
- I. Two Family Dwellings
- J. Day Care Facilities
- K. Nursing Homes
- L. Retail Business
- M. Commercial Schools
- N. Financial Institutions
- O. Restaurants
- P. Clubs
- Q. Drive-in Commercial Uses
- R. Animal Hospitals and Clinics
- S. Clinics
- T. Scientific Research Facilities
- U. Laboratories
- V. Group Homes
- W. Mixed Uses
- X. Assisted Living Facilities
- Y. Home Occupations

- 1165.05 **MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the R-O District is as follows:
 - A. Residences shall have a minimum lot area of not less than 12,000 square feet and a width of not less than 100 feet.
 - B. Other uses shall have a minimum lot area of not less than 16,000 square feet and a width of not less than 100 feet.
- 1165.06 **MINIMUM FRONT YARD SETBACK**
 - A. The minimum front yard setback for properties in the R-O District shall be 40 feet.
 - B. No accessory buildings shall be located in the front yard area.
- 1165.07 **MINIMUM SIDE YARD SETBACK**
 - A. The minimum side yard setback for properties in the R-O District shall be 15 feet.
 - B. Accessory buildings shall be located no closer than ten (10) feet to any side yard property line. They are also restricted from platted easement areas.
- 1165.08 **MINIMUM REAR YARD SETBACK**
 - A. The minimum rear yard setback for properties in the R-O District shall be 30 feet.
 - B. Accessory buildings shall be located no closer than ten (10) feet to the rear property line. They are also restricted from platted easement areas.
- 1165.09 **MAXIMUM HEIGHT REGULATION**
The maximum height for structures in the R-O District is as follows:
 - A. No principal structure shall exceed 45 feet in height, except as noted in Section 1180.03.
 - C. No accessory structure shall exceed 15 feet in height, except as noted in Section 1180.03.
- 1165.10 **OFF-STREET PARKING AND LOADING**
Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.
- 1165.11 **LAND USE INTENSITY**
In the R-O, Residence Office, District the maximum lot coverage shall be 35%.

**CHAPTER 1166
B-1 GENERAL BUSINESS DISTRICT**

- 1166.01 **PURPOSE**
The purpose of the B-1, General Business, District is to provide for convenience and other shopping, and personal and professional services.
- 1166.02 **PRINCIPALLY PERMITTED USES**
Principally permitted uses are as follows:
 - A. Personal Services
 - B. Retail Business
 - C. Offices
 - D. Financial Institutions
 - E. Restaurants
 - F. Fast Food Restaurants
 - G. Taverns
 - H. Hotels/Motels
 - I. Clubs
 - J. Automotive Services
 - K. Automotive Filling Stations
 - L. Drive-In Commercial Uses
 - M. Funeral Homes
- 1166.03 **PERMITTED ACCESSORY USES**
Permitted accessory uses are as follows:
Any use or structure customarily accessory to any B-1 District permitted use.
- 1166.04 **CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
 - A. Public Service Facilities
 - B. Non-Commercial Recreation
 - C. Commercial Recreation
 - D. Educational Institutions
 - E. Religious Places of Worship
 - F. Bed and Breakfast Establishments
 - G. Single Family Dwellings
 - H. Two Family Dwellings
 - I. Multi-Family Dwellings
 - J. Public Recreation
 - K. Nursing Homes

- L. Commercial Schools
- M. Automotive Sales
- N. Commercial Entertainment
- O. Animal Hospitals and Clinics
- P. Clinics
- Q. Day Care Facilities
- R. Wholesale Business
- S. Building and Related Trades
- T. Lock and Store Warehousing
- U. Farm and Heavy Equipment Sales and Service
- V. Hospitals
- W. Mixed Uses
- X. Assisted Living Facilities
- Y. Home Occupations

- 1166.05 **MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the B-1 District shall not be less than 20,000 square feet and a width of not less than 100 feet.
- 1166.06 **MINIMUM FRONT YARD SETBACK**
A. The minimum front yard setback for properties in the B-1 District shall be 40 feet.
B. No accessory buildings shall be located in the front yard area.
- 1166.07 **MINIMUM SIDE YARD SETBACK**
A. The minimum side yard setback for properties in the B-1 District shall be 15 feet.
B. Accessory buildings shall be located no closer than ten (10) feet to the side yard property line. They are also restricted from platted easement areas.
- 1166.08 **MINIMUM REAR YARD SETBACK**
A. The minimum rear yard setback for properties in the B-1 District shall be 20 feet.
B. Accessory buildings shall be located no closer than ten (10) feet to the rear property line. They are also restricted from platted easement areas.
- 1166.09 **MAXIMUM HEIGHT REGULATION**
The maximum height for structures in the B-1 District is as follows:
No principal or accessory structure shall exceed 45 feet in height.
- 1166.10 **OFF-STREET PARKING AND LOADING**
Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.
- 1166.11 **LAND USE INTENSITY**
In the B-1, General Business, District the maximum lot coverage shall be 40%.

**CHAPTER 1167
B-2 CENTRAL BUSINESS DISTRICT**

- 1167.01 **PURPOSE**
The purpose of the B-2, Central Business, District is to encourage the functional grouping of those commercial, residential and accessory establishments supporting the preservation of the historic character of this district.
- 1167.02 **PRINCIPALLY PERMITTED USES**
Principally permitted uses are as follows:
A. Personal Services
B. Retail Business
C. Commercial Schools
D. Offices
E. Financial Institutions
F. Restaurants
G. Taverns
H. Hotels/Motels
I. Clubs
J. Mixed Uses
- 1167.03 **PERMITTED ACCESSORY USES**
Permitted accessory uses are as follows:
Any use or structure customarily accessory to any B-2 District permitted use.
- 1167.04 **CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
A. Public Recreation
B. Public Service Facilities

- C. Non-Commercial Recreation
- D. Commercial Recreation
- E. Educational Institutions
- F. Religious Places of Worship
- G. Bed and Breakfast Establishments
- H. Single Family Dwellings
- I. Two Family Dwellings
- J. Multi-Family Dwellings
- K. Efficiency Apartment Dwellings
- L. Day Care Facilities
- M. Nursing Homes
- N. Fast Food Restaurants
- O. Automotive Services
- P. Automotive Filling Stations
- Q. Automotive Sales
- R. Drive-In Commercial Uses
- S. Commercial Entertainment
- T. Funeral Homes
- U. Animal Hospitals and Clinics
- V. Clinics
- W. Group Homes
- X. Hospitals
- Y. Assisted Living Facilities
- Z. Home Occupations

1167.05 MINIMUM LOT AREA AND WIDTH

There shall be no minimum lot area or width for properties in the B-2 District.

1167.06 MINIMUM FRONT YARD SETBACK

- A. There shall be no minimum front yard setback for properties in the B-2 District.
- B. No accessory buildings shall be located in the front yard area.

1167.07 MINIMUM SIDE YARD SETBACK

There shall be no minimum side yard setback for properties in the B-2 District. This includes accessory buildings.

1167.08 MINIMUM REAR YARD SETBACK

- A. There shall be no minimum rear yard setback for properties in the B-2 District unless abutting a residential district; then the minimum rear yard setback shall be 20 feet.
- B. Accessory buildings have a zero (0) foot minimum rear yard setback.

1167.09 MAXIMUM HEIGHT REGULATION

The maximum height for structures in the B-2 District is as follows:

- A. No principal structure shall exceed 72 feet in height.
- B. No accessory structure shall exceed 25 feet in height.

1167.10 OFF-STREET PARKING AND LOADING

Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.

1167.11 LAND USE INTENSITY

In the B-2, Central Business, District the maximum lot coverage may be 100%. Exception, if site is adjacent to residential district, see Section 1167.08

**CHAPTER 1168
B-3 COMMUNITY SHOPPING DISTRICT**

1168.01 PURPOSE

The purpose of the B-3, Community Shopping, District is to provide for shopping centers and related outlots of an integrated design which provide for adequate parking and servicing areas.

1168.02 PRINCIPALLY PERMITTED USES

Principally permitted uses are as follows:

- A. Personal Services
- B. Retail Business
- C. Offices
- D. Financial Institutions
- E. Restaurants
- F. Taverns
- G. Automotive Services
- H. Automotive Filling Stations
- I. Drive-In Commercial Uses
- J. Commercial Entertainment
- K. Shopping Centers

- 1168.03 **PERMITTED ACCESSORY USES**
Any use or structure customarily accessory to any B-3 District permitted use.
- 1168.04 **CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
A. Public Recreation
B. Public Service Facilities
C. Non-Commercial Recreation
D. Commercial Recreation
E. Educational Institutions
F. Religious Places of Worship
G. Day Care Facilities
H. Commercial Schools
I. Fast Food Restaurants
J. Hotels / Motels
K. Clubs
L. Automotive Sales
M. Funeral Homes
N. Animal Hospitals and Clinics
O. Clinics
P. Mixed Uses
- 1168.05 **MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the B-3 District is as follows:
A. The primary development shall have a minimum lot area of not less than 200,000 square feet and a width of not less than 400 feet.
B. Outlots shall have minimum lot area of not less than 20,000 square feet and a width of not less than 150 feet.
- 1168.06 **MINIMUM FRONT YARD SETBACK**
A. The minimum front yard setback for properties in the B-3 District shall be 60 feet.
B. No accessory buildings shall be located in the front yard area.
- 1168.07 **MINIMUM SIDE YARD SETBACK**
A. The minimum side yard setback for properties in the B-3 District shall be 30 feet.
B. Accessory buildings shall be located no closer than twenty (20) feet to any side yard property line. They are also restricted from platted easement areas.
- 1168.08 **MINIMUM REAR YARD SETBACK**
A. The minimum rear yard setback for properties in the B-3 District shall be 40 feet.
B. Accessory buildings shall be located no closer than twenty (20) feet to the rear property line. They are also restricted from platted easement areas.
- 1168.09 **MAXIMUM HEIGHT REGULATION**
The maximum height for structures in the B-3 District is as follows:
No principal or accessory structure shall exceed 35 feet in height.
- 1168.10 **OFF-STREET PARKING AND LOADING**
Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.
- 1168.11 **LAND USE INTENSITY**
In the B-3, Community Shopping, District the maximum lot coverage shall be 30%.

**CHAPTER 1169
M MANUFACTURING DISTRICT**

- 1169.01 **PURPOSE**
The purpose of the M, Manufacturing, District is to accommodate industrial, manufacturing, warehousing, office, research and development, and related uses.
- 1169.02 **PRINCIPALLY PERMITTED USES**
Principally permitted uses are as follows:
A. Scientific Research Facilities
B. Wholesale Businesses
C. Manufacturing
D. Laboratories
E. Warehousing
F. Food Processing
G. Mixed Uses
- 1169.03 **PERMITTED ACCESSORY USES**
Permitted accessory uses are as follows:
Any use or structure customarily accessory to any M District permitted use.

- 1169.04 **CONDITIONALLY PERMITTED USES**
Conditionally permitted uses are as follows:
- A. Public Recreation
 - B. Public Service Facilities
 - C. Grain Elevators and Feed Mills
 - D. Offices
 - E. Day Care Facilities
 - F. Building and Related Trades
 - G. Petroleum Refining and Storage
 - H. Oil and Gas Wells
 - I. Junk Storage and Sales
 - J. Transport Trucking Terminals
 - K. Farm and Heavy Equipment Sales and Service
 - L. Stockyards
 - M. Mining
 - N. Home Occupations
- 1169.05 **MINIMUM LOT AREA AND WIDTH**
The minimum lot area and width for properties in the M District shall not be less than 45,000 square feet and a width of not less than 200 feet.
- 1169.06 **MINIMUM FRONT YARD SETBACK**
- A. The minimum front yard setback for properties in the M District shall be 50 feet.
 - B. No accessory buildings shall be located in the front yard area.
- 1169.07 **MINIMUM SIDE YARD SETBACK**
- A. The minimum side yard setback for properties in the M District shall be 30 feet.
 - B. Accessory buildings shall be located no closer than ten (10) feet to any side yard property line. They are also restricted from platted easement areas.
- 1169.08 **MINIMUM REAR YARD SETBACK**
- A. The minimum rear yard setback for properties in the M District shall be 40 feet.
 - B. Accessory buildings shall be located no closer than ten (10) feet to the rear property line. They are also restricted from platted easement areas.
- 1169.09 **MAXIMUM HEIGHT REGULATION**
The maximum height for structures in the M District is as follows:
No principal or accessory structure shall exceed 45 feet in height.
- 1169.10 **OFF-STREET PARKING AND LOADING**
Off-street parking and loading shall be as specified in Chapter 1181, Off-Street Parking and Loading.
- 1169.11 **LAND USE INTENSITY**
In the M, Manufacturing, District the maximum lot coverage shall be 50%.

**CHAPTER 1180
SUPPLEMENTAL REGULATIONS**

- 1180.01 **FLOOR AREA REQUIREMENTS FOR DWELLINGS**
The floor area per family in dwellings erected on any lot shall not be less than that established by the following table. In determining floor area, only area used for living quarters shall be counted. Common areas such as utility rooms, laundry areas, mechanical rooms, halls, and stairways are to be excluded. Also excluded are garages, carports, porches, and basements.

MINIMUM FLOOR AREA PER EACH FAMILY UNIT

(Expressed in square feet)

District	<u>Apartment of Multiple Dwellings</u>			
	<u>Single and Two Family Dwellings</u>	<u>Efficiencies</u>	<u>1 Bedroom Unit</u>	<u>2 or More Bedrooms</u>
"R-1"	1100	N/A	N/A	N/A
"R-2"	900	N/A	575	820
"R-3"	750	285	575	750
"R-O"	N/A	285	575	750

In other districts where residences are allowed as conditional uses, R-3 standards apply.

- 1180.02 **SIDE AND REAR YARD REQUIREMENTS FOR NONRESIDENTIAL USES ABUTTING "R" DISTRICTS**
- A. **Minimum Yard Requirements.** Nonresidential buildings or uses shall not be located nor conducted closer to any lot line of "R-1", "R-2" or "R-3" District than the distance specified in the following schedule, except as provided in subsection (B) hereof.
Minimum Side or Rear Yard Modification

Abutting any "R" District (ft.)	Use
25	Off-street parking and loading spaces and access drives for nonresidential uses.
50	Churches, schools and public or semipublic buildings.
60	Recreation facilities, entertainment facilities, motels, trailers and mobile home parks, all commercial uses and billboards.
100	Outside sale or storage of building material or construction equipment, all industrial uses, except those listed herein.
500	Auto and metal salvage operations; mineral extraction or processing.

B. **Landscaping or Screening Provisions.** For nonresidential uses abutting "R" Districts the minimum yards may be reduced to fifty percent (50%) of the requirements stated in subsection (B) hereof if landscaping or screening, approved by the Zoning Inspector, is provided.

1180.03 HEIGHT REGULATIONS FOR INSTITUTIONAL, OFFICE, INDUSTRIAL AND APARTMENT BUILDINGS AND STRUCTURES

- A. Institutional, industrial and apartment buildings with a height in excess of the maximum height specified in the respective district for such buildings shall be permitted provided the required front, side and rear yards are increased by one foot for each foot of additional building height above the maximum specified in the respective district.
- B. The height regulations prescribed herein shall not apply to television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, silos and similar structures, elevator bulkheads, smokestacks, conveyors and flagpoles, except where the height of such structures will constitute a hazard to a safe landing and take-off of aircraft at an established airport.
- C. No building shall exceed a maximum height of 100 feet without prior approval of the Planning Commission.

1180.04 EXISTING LOTS OF RECORD

The following applies to all lots of record at the effective date of this Zoning Ordinance.

- A. Any existing lot of record forty feet or wider in districts allowing single family residences as permitted uses may be used for the erection of a single-family dwelling even though its area and width are less than the minimum requirements set forth herein.
- B. On lots of record setbacks for new, altered or expanded residences and their accessory structures shall be determined according to the following:
 - 1. The minimum side yard setback shall be determined by the proportional reduction of the requirements specified in the district up to a maximum of 50% of the minimum setback stated in the district.
 - 2. The front and rear setbacks shall be established by the corresponding prevailing setbacks for the front and rear yards on the same side of the block on which the structure is located up to a maximum of 50% of the minimum setback stated in the district.
- B. On existing single-family structures and their accessory structures, an existing wall may be extended parallel to the side yard property line if the following conditions are met:
 - 1. No buildings on the adjacent lot are within 10 feet of the wall extension.
 - 2. Extension is no longer than 50% of the length of the wall at the time of the adoption of the Ordinance.
 - 3. Limited to a minimum setback of three (3) feet in all cases.

1180.05 ARCHITECTURAL PROJECTIONS

Certain architectural features may project into required minimum yard setbacks as follows:

- A. Front, side and rear yards. The following architectural features may project into the minimum yard setback of any front, rear or side yard adjoining a side street:
 - 1. Cornices, canopies, eaves, or other architectural features may project a distance not exceeding two feet, six inches.
 - 2. Fire escapes may project a distance not exceeding four feet, six inches.
 - 3. An uncovered stair, including landings, may project a distance not to exceed six (6) feet. Such stair and landing shall not extend above the entrance floor with the exception of handrailings. Handrailings may extend an additional three (3) feet above the floor level.
 - 4. Bay windows, balconies, uncovered porches or decks, and chimneys may project a distance not to exceed three (3) feet. These features shall not occupy more than one-third (1/3) the width of the building toward the yard in question.
- B. Interior side yards. The structures or features as listed in (A) above, may project into an interior side yard (those side yards not facing a side street) a distance up to one-fifth (1/5) the required setback distance.

However, such projection shall not exceed three (3) feet. Structures or features which extend into more than one minimum side yard setback are subject to all combined limitations.

- 1180.06 **SPECIAL YARD REQUIREMENTS**
- A. Lots having frontage on more than one street shall provide the required front yard on the principal street and the minimum side yard required in that district, but not less than fifteen feet on the side street.
 - B. In the case of lots having frontage on more than one street, accessory structures in that side yard shall meet the prevailing front yard setback on the street on which it is located.
 - C. Where a building lot is comprised of more than one lot of record, building setbacks for all interior lot lines shall be as for any property line. However, a building may overlap an interior lot line.
- 1180.07 **TRAFFIC VISIBILITY ACROSS CORNER LOTS**
- In any district, except in the B-2 district, on any corner lot, no fence, structure or planting shall be erected or maintained within a triangle 20 feet from the intersection of the right-of-way lines which may interfere with traffic visibility across the corner.
- 1180.08 **CONVERSION OF DWELLINGS**
- In "R-2" and "R-3" Districts, an existing residence may be converted to accommodate an increased number of dwelling units provided:
- A. The yard dimensions meet the yard dimensions required by the zoning regulations for new structures in that district.
 - B. The lot area per family is equal to the lot area requirements for new multi-family structures in that district.
 - C. The number of square feet of living area per family unit is not less than that which is required for new construction in that district.
- 1180.09 **MOBILE HOME PARKS**
- All mobile home parks shall conform to and be pursuant to the conditional use provisions set forth in Chapter 1145. Furthermore, all site, utility and construction plans are to be approved by the Ohio Department of Health and the City prior to the permitting of a mobile home park.
- Mobile home parks shall be subject to the following conditions in addition to various district regulations:
- A. No mobile home shall be permitted to locate in the Municipality except in a mobile home park in the "R-3" High Density Residence District.
 - B. The mobile home park shall conform to the following requirements:
 - 1. It shall contain at least five acres.
 - 2. It shall provide a clearly defined minimum area of 3,000 square feet including a minimum width of forty feet for each mobile home or trailer.
 - 3. It shall have a minimum of 800 square feet of floor area per family in each mobile home.
 - 4. It shall provide a minimum of twenty-foot clearance between individual mobile homes or trailers and a thirty-foot setback from any property line bounding the mobile home park.
 - 5. All mobile home spaces shall abut upon a concrete or asphalt driveway of not less than twenty feet in width, which shall have unobstructed access to a private or public street.
 - 6. The developer shall provide a recreational area equal to a minimum of 10% of the gross land area of the mobile home park development. In lieu of providing this recreational area the developer can pay a fee to the city of comparable value for utilization at the nearest public recreational area.
 - 7. It shall conform to all City, County and State Health Department requirements.
- 1180.10 **RESIDENTIAL PARKING RESTRICTIONS**
- The following restrictions shall apply to residential districts:
- A. Parking mobile home units in any area outside of mobile home parks or sales areas for more than forty-eight (48) hours is prohibited.
 - B. Parking of commercial vehicles, motor homes and all trailers, including utility, boat, recreational and commercial, on residential streets or in the front yard of any residential lots for more than forty-eight (48) hours is prohibited.
 - C. Unoccupied motor homes and camping trailers, boats and noncommercial utility trailers may be parked in rear and side yards.
- 1180.11 **SWIMMING POOLS**
- Swimming pools shall be subject to the following conditions:
- A. **Private Swimming Pool:** No swimming pool, exclusive of portable swimming pools with a diameter less than twelve feet or with an area of less than 100 square feet, shall be allowed in any district, except as an accessory use and unless it complies with the following conditions and requirements.
 - 1. The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located.
 - 2. It shall not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten feet to any property line of the property on which it is located.
 - 3. The swimming pool shall be walled or fenced to prevent uncontrolled access by children from the street or from adjacent properties. The fence or wall shall be constructed not less than five feet in height and maintained in good condition, with a gate and lock.
 - B. **Community or Club Swimming Pools:** Community and club swimming pools are permitted in all districts, but shall comply with the following conditions and requirements:
 - 1. The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated.

2. The pool and accessory structures, including the area used by bathers, shall not be closer than the distances listed as the principal building setbacks for the zoning classification within which the pool is located.
3. The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the street or adjacent properties. The fence or wall shall not be less than six feet in height and maintained in good condition.

1180.12

COMMUNITY DEVELOPMENT PROJECTS

- A. An authorized agency of the Municipality, State or Federal government or the owners of any tract of land in an "R" District comprising an area of not less than ten acres may submit to Council a plan for the use and development of all of the tract of land for residential and associated non-residential purposes. The development plan shall be referred to the Planning Commission for study and report and for public hearings. Notice and publication of such public hearings shall conform to the procedures prescribed in Chapter 1157 for hearings on changes and amendments. If the Commission approves the plans, these shall be submitted to Council for consideration and action. The approval and recommendations of the Commission shall be accompanied by a report stating the reasons for approval of the application and specific evidence showing that the proposed community development project meets with the following conditions:
1. The property adjacent to the area included in the plan will not be adversely affected.
 2. The plan is consistent with the intents and purpose of the Zoning Ordinance to promote public health, safety, morals and general welfare.
 3. The use of the land shall be similar to the uses permitted in the district in which the plan is located.
 4. That the average lot area per family contained in the site exclusive of the area occupied by streets, will not be less than the lot area per family required in the district in which the development is to be located.
- B. If the Planning Commission and Council approve the plans, a Zoning Certificate shall be issued, even though the use of the land, the location and height of buildings to be erected in the area, and the yards and open space contemplated by the plans do not conform in all respects to the district regulations of the district in which the project is located.

1180.13

RESIDENTIAL ACCESSORY BUILDINGS AND FENCES

- A. Accessory Buildings:
1. Single family residences are limited to one (1) accessory building except for properties with detached garages, which may also have a small storage building not exceeding 150 square feet in area. Properties with more than one dwelling unit may have one accessory building for each dwelling unit.
 2. The ground floor area of all accessory buildings shall not exceed the ground floor area of the dwelling.
- B. Fences and planting screens shall be subject to the following regulations:
1. Fences, plant material, and similar screening devices up to three (3) feet high are permitted in the front yard areas. Fences up to six (6) feet in height are permitted in the remaining yard areas.
 2. Injurious materials such as barbed wire, electrically charged fences, or spike fences are not permitted in any case.
 3. No fencing, or other similar structures, are permitted in easement areas.
 4. No fence or planting screen shall violate the visibility requirements of Section 1180.07.

1180.14

ENVIRONMENTAL PERFORMANCE STANDARDS

Environmental performance standards are regulations which are intended to promote a peaceful and quiet environment. Restrictions or limits are established on uses or facilities whose environmental factors may create a nuisance or cause a noxious, objectionable or other undesirable effect on persons or properties outside of the subject property. These restrictions apply to a uses' construction as well as its operation. Materials and/or products of a use shall be maintained in a method so that the health, safety and welfare of persons occupying the subject property or adjacent properties are not jeopardized.

- A. **Applicability and Compliance**
The Environmental Performance Standards are applicable to all land uses in all zoning districts in the City, and both initial and continued compliance is required. Any condition or land use falling under the jurisdiction of the standards of this code at the time of its adoption and not in conformance with these standards shall be brought in full compliance immediately upon discontinuance of the existing use of land, structure or building. Any change in the principal use of land, structure or building shall constitute a discontinuance and be fully subject to these standards and provisions.
- B. **Noise**
No activity on private property shall emit noise in excess of sound levels indicated in the table below. Sound levels shall be determined by the use of a sound level meter designed to give measurements designated as dBA or dB(A). Measurements may be taken, at the discretion of the Zoning Inspector, at the property line or anywhere beyond the property line of the source property. The maximum noise levels will be established by the receiving property or zoning district regardless of the proximity of the source property to it. The source property need not be contiguous to the receiving property.

MAXIMUM PERMITTED SOUND LEVELS

SOURCE PROPERTY		RECEIVING PROPERTY		
NOISE SOURCE	TIME	RESIDENTIAL	COMMERCIAL	INDUSTRIAL

Residential	Daytime ¹	55 dBA	55 dBA	55 dBA
	Nighttime ²	50	50	50
Commercial	Daytime ¹	55	60	60
	Nighttime ²	50	50	50
Industrial	Daytime ¹	55	60	70
	Nighttime ²	50	50	60

¹ Daytime shall be considered as the hours between 7:00 AM and 10:00 PM.

² Nighttime shall be considered as the hours between 10:00 PM and 7:00 AM.

C. Exemptions

The following noise levels shall be exempt from the noise provisions during the daytime only:

1. Firearms on authorized ranges.
2. Legal blasting.
3. Temporary construction activity and equipment.
4. Installation of utilities.
5. Lawn mowers, chain saws and garden equipment.

The following noise sources shall be exempt from the noise provisions at all times:

1. Aircraft.
2. Railroads.
3. Emergency vehicles and equipment.
4. Warning devices operating continuously for not more than five (5) minutes.
5. Bells, chimes or carillons operating continuously for not more than five (5) minutes per hour.
6. The repair of essential utility services.
7. Officially sanctioned parades or other events.

D. Vibrations

Every use shall be so operated that ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point outside the property line of the property on which the use is located.

E. Glare

Any process producing intense light or heat, which may cause physical harm, including high temperature processes such as combustion or welding, shall not be visible beyond any lot line bounding the property wherein the use is conducted.

All exterior lighting on private property shall be positioned as to extend glare away from adjacent properties or rights-of-way. Furthermore, no activity on private property shall generate light that creates a nuisance to surrounding properties, as determined by the Zoning Inspector.

F. Air and Water Pollutants

The emission of air and water pollutants shall not violate the standards and regulations of any local, state or federal agency having jurisdiction in this matter.

G. Hazardous Materials

The storage, utilization and manufacture of solid, liquid and gaseous chemicals and other materials shall be permitted subject to the standards and regulations of any local, state or federal agency having jurisdiction in this matter.

H. Electrical Disturbances

No activity will be permitted which emits electrical disturbances adversely affecting the operation at any point of any equipment other than that of the creator of such disturbance and shall comply with all applicable FCC regulations and standards.

I. Fire Hazards

Any activity involving the use or storage of flammable or explosive material shall be protected by adequate fire-fighting and fire suppression equipment and by safety devices. Such potentially hazardous activities shall be kept from adjacent activities at a distance determined by the National Fire Protection Code.

J. Erosion

No erosion, by either wind or water or other liquid shall be permitted which will carry substances onto neighboring properties or rights-of-way. Erosion control methods shall be implemented on all sites where the existing ground surface is altered or disturbed. All such work shall comply with all local, state and federal erosion control regulations or standards.

CHAPTER 1181 OFF-STREET PARKING AND LOADING

1181.01 OFF-STREET PARKING GENERAL REQUIREMENTS

Any building, structure or use of land, when erected or enlarged, shall provide for off-street parking spaces for motor vehicles in accordance with the provisions of this Chapter. A parking plan shall be required for all uses except single family detached dwellings and two family dwellings. The parking plan shall be submitted to the City as part of the application for the Zoning Certificate. The plan shall show the boundaries of the property, parking

spaces, access driveways, circulation patterns, drainage and construction plans, boundary walls, fences and a screening plan, as appropriate.

Whenever a building or use constructed or established after the effective date of this Ordinance is changed or enlarged in floor area, number of dwelling units, seating capacity, or otherwise, to create a need for an increase of ten (10) percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this Ordinance is enlarged to the extent of fifty (50) percent or more in floor area or in the area used, such building or use shall then comply with the parking requirements set forth herein.

1181.02

OFF-STREET PARKING AND DESIGN STANDARDS

All off-street parking facilities including entrances, exits, circulation areas and parking spaces shall be in accordance with the following standards and specifications:

- A. **Parking space dimensions.** Each off-street parking space shall be no less than nine (9) feet in width and shall have an area of not less than 180 square feet exclusive of access drives or aisles and shall be of useable shape and condition.
- B. **Access.** There shall be adequate provisions for ingress and egress to all parking spaces. Where the lot or parking spaces do not provide direct access to a public street or alley, an access drive shall be provided, with a dedicated easement of access as follows:
 1. For single family detached dwellings or two family dwellings, the access drive shall be a minimum of eight (8) feet in width.
 2. For all other uses, the access drive shall be a minimum of sixteen (16) feet in width.
 3. All parking spaces, except those required for single family detached dwellings and two and three family dwellings, shall have access to a public street or alley in such a manner that any vehicle leaving or entering the parking area from or into a public street or alley shall be traveling in a forward direction.
 4. Parking areas shall be considered extensions of the principal use with which they are associated. Only parking associated with uses permitted in the residential district are allowed in that residential district. In addition, residential district property shall not be used as an access for a nonresidential parking use.
 5. Where possible, shared drives shall be utilized by businesses to access properties and limit curb cuts on thoroughfares.
- C. **Screening.** In addition to the setback requirements specified in this Chapter for off-street parking for more than five (5) vehicles, screening shall be provided on each side of the parking area that abuts any residential district, R-O District, or S-1 District. Screening plans shall be approved by the Zoning Inspector.
- D. **Paving.** Any off-street parking area for more than five (5) vehicles, and its driveway, shall have a durable, dustless surface.
- E. **Drainage.** Any off-street parking area for more than five (5) vehicles shall be graded and drained so as to dispose of surface water which might accumulate within or upon such area, and shall be designed to prevent the drainage of surface water onto adjacent properties, walkways or onto public streets. A drainage plan shall be submitted for approval by the City.
- F. **Barriers.** Wherever a parking lot extends to a property line, fencing, wheelstops, curbs or other suitable barriers shall be provided in order to prevent any part of a parked vehicle from extending beyond the property line or from destroying the screening materials.
- G. **Visibility.** Access of driveways for parking areas shall be located in such a way that any vehicle entering or leaving such parking area shall be clearly visible by any pedestrian or motorist approaching the access or driveway from a public street, private street or alley.
- H. **Marking.** All parking areas for more than five (5) vehicles shall be marked with paint lines, curb stones or in some other manner approved by the City and shall be maintained in a clearly visible condition.
- I. **Signage.** Where necessary, due to multiple curb cuts, the entrance, exits and the intended circulation pattern shall be clearly marked in the parking area. Signage shall consist of pavement markings or freestanding directional signs in accordance with Chapter 1185 of this Ordinance.
- J. **Lighting.** Any lights used to illuminate a parking area shall be so arranged as to direct the light away from the adjacent properties and street rights-of-way.

1181.03

DETERMINATION OF REQUIRED SPACES

In computing the number of parking spaces required by this Ordinance, the following shall apply:

- A. Where floor area is designated as the standard for determining parking space requirements, the floor area shall be the sum of the gross leasable horizontal area of all floors of a non-residential building.
- B. Where seating capacity is designated as the standard for determining parking space requirements, the capacity shall mean the number of seating units installed or, indicated for each twenty (20) lineal inches of bench type seating facilities.
- C. Fractional numbers shall be increased to the next highest whole number.
- D. Parking space requirements for a use not specifically mentioned in this Ordinance shall be determined by using the most similar and restrictive parking space requirement as specified by the Planning Commission.
- E. When the building floor area is designated as the standard for determining parking space requirements and that number is less than the minimum standard, at least one parking space shall be provided on the premises.

- F. If two or more uses occur on one property, off-street parking requirements for all uses shall be computed and added together to obtain the total required spaces for the property.

1181.04

PARKING SPACE REQUIREMENTS

With the exception of the B-2 District, the number of off-street parking spaces to be provided shall not be less than the following:

A.	Airport	One space per four aircraft tie downs plus one space per four aircraft storage areas.
B.	Animal Hospital and Clinic	Four spaces for each examination room.
C.	Automotive Filling Stations	One space per fuel pump. Plus two spaces for each service bay. Plus one space for each 100 square feet of convenience type retail.
D.	Automotive Services	Two spaces for each service bay. Drive through automotive services such as car washes and quick lubes shall provide sufficient stacking spaces for three vehicles per bay.
E.	Automotive Sales	Three spaces minimum, or one space for each 5,000 square feet of lot sales area, whichever is greater.
F.	Bed and Breakfast	One space for each guest room plus two spaces for the permanent residence.
G.	Building and Related Trades	One space per each 500 square feet of floor area, plus one space for each 1,000 square feet of warehouse space.
H.	Cemetery	One space per each employee.
I.	Clinics	One space for each 100 square feet of floor area.
J.	Club	One space for each 100 square feet of floor area.
K.	Commercial Entertainment	One space per five seats or one space for each 100 square feet of floor area.
L.	Day Care Facility	One space for each three children per licensed design capacity.
M.	Educational Institution	Two spaces for each classroom, plus one space for each four seats in the places of assembly. High schools, colleges, and vocational schools shall also include one space for each five students at design capacity.
N.	Farm and Heavy Equipment Sales and Service	One space for each service bay, plus one space for each 4,000 square feet of lot area used for product display.
O.	Financial Institution	One space for each 200 square feet of floor area, plus sufficient stacking space to accommodate the number of automobiles equal to five times the number of drive-up teller windows or drive-up ATM machines.
P.	Food Processing	One space for each 1,000 square feet of floor area.
Q.	Funeral Home	One space for each 50 square feet of floor area.
R.	Grain Elevators and Feed Mills	One space for each 400 square feet of floor area plus a minimum of 200 feet of stacking space for each loading and unloading bay.
S.	Group Home	One space for each four beds.
T.	Hospitals	One space for each bed.
U.	Hotel/Motels	One space for each sleeping room, plus one space for each 100 square feet of public meeting area and/or restaurant space.
V.	Lock and Store Warehousing	One space for each 1,000 square feet of net leasable floor area.
W.	Manufacturing	One space for each 1,000 square feet of floor area.
X.	Mixed Uses	Spaces shall be determined by the application of all use requirements.
Y.	Nursing Home	One space for each three beds.
Z.	Office	One space for each 150 square feet of floor area with a minimum of four (4) spaces required.
AA.	Personal Services	One space for each 150 square feet of floor area with a minimum of four (4) spaces required.
BB.	Public Service Facility	One space for each 150 square feet of floor area with a minimum of four (4) spaces required.
CC.	Recreational, Non-Commercial	One space for each participant at maximum utilization.
DD.	Recreational, Commercial	One space for each three seats, one space for each 100 square feet of floor area, or one per each participant at maximum utilization, whichever is greater.
EE.	Religious Places of Worship	One space for each four seats in the place of assembly.
FF.	Residential, Mobile Home	Two spaces for each unit, plus one space for each five units for guest parking.
GG.	Residential, Multi-Family	Two spaces for each dwelling unit.
HH.	Residential, Single Family	Two spaces for each dwelling unit.
II.	Residential, Two Family	Two spaces for each dwelling unit.
JJ.	Scientific Research Facilities and Laboratories	One space for each 200 square feet of floor area.
KK.	Restaurants	One space for each 100 square feet of floor area with a minimum of six (6) spaces required.

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| | LL. Restaurants, Fast Food | One space for each 100 square feet of floor area, plus sufficient stacking space for five vehicles at each drive through window with a minimum of four (4) spaces required. |
| | MM. Retail Business | One space for each 150 square feet of floor area with a minimum of four (4) spaces required. |
| | NN. Shopping Center | Five spaces for each 1,000 square feet of floor area. |
| | OO. Stockyards | One space for each 1,000 square feet of floor area. |
| | PP. Taverns | One space for each 100 square feet of floor area with a minimum of six (6) spaces required. |
| | QQ. Transport Trucking Terminals | One space for each 1,000 square feet of floor area. |
| | RR. Warehousing | One space for each 2,000 square feet of floor area. |
| | SS. Wholesale Business | One space for each 250 square feet of floor area. |
- 1181.05 **JOINT USE**
Two or more nonresidential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement, approved by the Law Director and accepted by the Planning Commission shall be filed with the application for a Zoning Certificate.
- 1181.06 **OTHER LOCATIONS**
Parking spaces may be located on a lot other than that containing the principal use with the approval of the Planning Commission, provided a written agreement, approved by the Law Director and accepted by the Planning Commission, shall be filed with the application for a Zoning Certificate.
- 1181.07 **HANDICAPPED PARKING REQUIREMENTS**
Parking spaces for the physically handicapped shall be as provided in and marked as per the Ohio Basic Building Code.
- 1181.08 **OFF-STREET LOADING REQUIREMENTS**
In any district, in connection with every building, or part thereof, hereafter erected and having a gross floor area of 10,000 square feet or more, which is to be occupied by storage, warehouse, retail store, wholesale store, hotel, hospital, funeral home, or other uses similarly requiring the receipt or distribution by vehicle of material or merchandise, there shall be provided and maintained on the same lot with such building, at least one off-street loading space, plus one additional such loading space for each additional 10,000 square feet.
- 1181.09 **OFF-STREET LOADING DESIGN STANDARDS**
All off-street loading spaces shall be in accordance with the following standards and specifications:
- A. **Dimensions** - Each loading space shall have a minimum dimension not less than 12 feet in width, 28 feet in length and a vertical clearance of not less than 14 feet in height.
 - B. **Setbacks** - Notwithstanding other provisions of this regulation and other setback requirements, off-street loading spaces may be located in the required rear or side yard of any B-1 or M District provided that not more than 80% of the required rear yard or side yard is occupied, and no part of any loading space shall be permitted closer than 50 feet from any right-of-way or residential district unless wholly within a completely enclosed building.
 - C. **Screening** - In addition to the setback requirements specified above, screening shall be provided on each side of an off-street loading space that abuts any residential district. Screening plans shall be approved by the Zoning Inspector.
 - D. **Access** - All required off-street loading spaces shall have access from a public street or alley in such a manner that any vehicle leaving the premises shall be traveling in a forward direction.
 - E. **Paving** - Any required off-street loading spaces, together with its driveways, aisles and other circulation areas, shall be surfaced with a pavement having an asphalt or concrete binder of sufficient strength to support vehicular loads imposed on it while providing a durable, dustless surface.
 - F. **Drainage** - All loading spaces, together with driveways, aisles and other circulation areas shall be graded and drained so as to dispose of surface water which might accumulate within or upon such area, and shall be designed to prevent the excess drainage of surface water onto adjacent properties, walkways or onto public streets. A drainage plan shall be submitted for approval by the City.
 - G. **Lighting** - Any lights used to illuminate a loading area shall be arranged so as to reflect the light away from any adjacent properties or rights-of-way.
- 1181.10 **SUBMISSION TO PLANNING COMMISSION**
Detailed drawings as indicated in Chapter 1146, Site Plan Guideline Standards, indicating necessary parking and off-street loading facilities shall be submitted to the Planning Commission with the exception of single family detached dwellings and duplexes, for approval prior to the granting of any certificate. Such drawing shall show the number of spaces and locations, dimensions and descriptions of all features enumerated in this Section or as required elsewhere in this Zoning Code. The Planning Commission may require, in addition to those enumerated, further structural or landscaping features such as bumper guards, curbs, walls, fences, shrubs, trees, ground cover or hedges to further the intent and purposes of this Zoning Code. The Planning Commission, in addition, may recommend such changes in location, width and number of driveways as it shall determine are necessary to eliminate any potential traffic hazards.
- 1181.11 **MODIFICATIONS**

The Planning Commission may authorize a modification, reduction, or waiver of the foregoing requirements if it should find that the peculiar nature of the residential, business, trade, industrial, other use, exceptional situation or condition would justify such action.

CHAPTER 1183
ADDITIONAL PROVISIONS FOR INTEGRATED APARTMENT, OFFICE, RESEARCH AND INDUSTRIAL USES

1183.01

INTEGRATED APARTMENT, OFFICE, AND INDUSTRIAL CENTERS

The development of groups of properties for apartment, office, research and industrial centers in "R-O" and "M" Districts shall be subject to the following requirements:

A preliminary review process shall be followed to ensure compliance with location, size, and character aspects of the proposed development, and

A final development plan review process shall be followed to ensure compliance to design requirements of the development.

A. Preliminary Review

1. The owner of a tract located in any "R-O" or "M" District, and containing not less than four acres, shall submit to the Planning Commission for its review a preliminary plan showing the use and development of such tract of land for an apartment, office, research or industrial center. The proposed uses may be mixed, but shall be consistent with those allowed in the district within which the tract of land is located. If the proposed uses are not consistent with those in the existing zoning district, the owner can proceed with a concurrent request to change the zoning classification to the appropriate classification.
2. In accepting such plans for review, the Planning Commission must be satisfied that the proponents of the apartment, office, research or industrial center are capable to undertake and complete the proposed development, both financially and operationally. A reasonable timetable of development must be committed to by the proponents of the center and approved by the Planning Commission.

B. Preliminary Plan Requirements

1. The Preliminary Plan shall show a development consisting of one or more groups of establishments in buildings of an integrated and harmonious design, together with adequate and properly arranged utilities, traffic and parking facilities and landscaping, which will complement the general character of the adjoining development and surrounding area.
2. The applicant shall submit a traffic circulation plan which should present:
 - a. the location of the proposed development in relation to the City Thoroughfare Plan;
 - b. the anticipated levels of vehicular and pedestrian traffic to be generated by the development;
 - c. the arrangement of on-site traffic circulation and parking facilities and landscaping elements;
 - d. any physical and/or other traffic improvements required, requested, or proposed to alleviate anticipated congestion being created by the proposed development; and
 - e. such other information as the Planning Commission shall require.
3. The applicant shall submit utility and drainage plans for the proposed development which shall show the following:
 - a. The connection points to the City's water and wastewater utilities;
 - b. The connection points and locations of the electric, telephone, gas, telecommunications, and any other utility services;
 - c. The size, depth and location of required water and wastewater utility facilities;
 - d. Water detention plan and calculations based on two and ten year events, emergency storm water plan for hundred year events; and
 - e. The location of storm sewer lines and related facilities.

C. Design Regulations

The following additional regulations shall apply to apartment, office, research and industrial centers:

1. **Yards.** No building shall be less than thirty feet distant from any zoning district boundary. Loading and storage shall be permanently screened from all adjoining properties located in an "R" District by building walls, or a free standing wall, fence or hedge at least six feet in height. All intervening spaces between the street pavement and the right-of-way line and intervening spaces between buildings, drives, parking areas and improved areas shall be landscaped with trees and plantings and properly maintained at all times.
2. **Tract Coverage.** Where parking spaces are provided within the main buildings of the development, the ground area occupied by all buildings may be expanded by 10% beyond the stated maximum lot coverages listed for the zoning district.
3. **Access Drives.** Access drives shall be located at a minimum interval of 300 feet.
4. **Loading Space.** There shall be provided one off-street loading or unloading space for each 20,000 square feet, or fraction thereof, of aggregate floor space of all buildings in the center. At least one-third of the spaces required shall be sufficient in area and vertical clearance to accommodate trucks of the tractor trailer type.
5. **Signs.** Signs for apartment, office, research or industrial centers shall be limited to wall-type signs on the principal building, except that a free standing identification and directional sign not larger than 15 square feet in area may be erected at entrances to the center. Illuminated signs shall not have the light source visible from off-site.

D. Submission and Approval of Final Development Plan

Upon approval of the preliminary plan by the Planning Commission, the following procedure shall be followed to achieve final approval of an apartment, office, research or industrial center.

1. The proponents shall prepare and submit a final development plan which will comply with the design requirements, and will incorporate all changes or modifications required by the Planning Commission in the preliminary review stage.
2. If the final development plan complies with the requirements set forth in this Chapter, and other pertinent sections of the Zoning Ordinance, the Planning Commission shall submit the plan with its report and recommendations to City Council for its review. Council shall set a public hearing, following the required 30 day public notification process, to review the plan. If a zoning classification change is being sought concurrently, this public hearing could incorporate both issues.
3. Following the public hearing, Council may modify the plan, provided such modification is consistent with the intent and meaning of the Zoning Ordinance. Any plan approval, in situations where a zoning classification change is required, will not be effective until such zoning classification change occurs.
4. After the final development plan is approved by Council, any minor changes in carrying out this plan, such as adjustments to or rearrangements of buildings, parking areas, drive entrances, heights or yards, must be approved by the Planning Commission. These changes must conform to the standards established by the final development plan and the Zoning Ordinance. Any other changes must follow the final development plan procedure and receive authorization by Council.

**CHAPTER 1184
SPECIAL PROVISIONS FOR ADULT ENTERTAINMENT FACILITIES**

1184.01

DEFINITIONS

- A. **Adult Entertainment Facility:** A commercial entertainment facility having a significant portion of its function as adult entertainment which includes "Adult book/video store", "Adult entertainment theater", or "Adult entertainment business".
- B. **Adult Book/Video Store:** A facility, in which at least ten (10%) percent of the publicly accessible store area deals in books, magazines, or other periodical, or video materials that display and are distinguished or characterized by an emphasis on depiction of items listed under "Specified Sexual Activities" or "Specified Anatomical Areas". A facility meeting this definition shall meet the requirements of a commercial entertainment facility.
- C. **Adult Entertainment Theater:** A commercial entertainment facility which devotes at least 10% of its presentation time to the display of material distinguished or characterized by all items listed in "Specified Sexual Activities" or "Specified Anatomical Areas."
- D. **Adult Entertainment Business:** Any commercial entertainment facility involved in the sale or services of products characterized by salacious conduct appealing to prurient interest for the observation or participation in, by the patrons, the exposure or presentation of specified anatomical areas or physical contact of live males or females. These activities are characterized by, but not limited to, photography, dancing, stripping, reading, massage, male or female impersonation, and similar functions which utilize activities as stated in "Specified Sexual Activities".
- E. **Specified Sexual Activities:** Activities such as:
 1. Human genitals in a state of sexual stimulation or arousal;
 2. Acts, real or simulated, of human masturbation, sexual intercourse, sodomy, cunnilingus, or fellatio;
 3. Fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.
- F. **Specified Anatomical areas:** Areas of the human body as follows:
 1. Human genitals, pubic region, buttocks, and the areola area of the female breasts which are less than completely or opaquely covered;
 2. Human male genitals in a discernible turgid state, even if completely or opaquely covered.

1184.02

LOCATION STANDARDS

Adult commercial entertainment facilities, as defined in Section 1184.01, are subject to the following standards regulating their location.

- A. No adult entertainment facility shall be established within one thousand (1,000) feet of any R-1, R-2, R-3, and R-O district.
- B. No adult entertainment facility shall be established within a radius of one thousand (1000) feet of any school, library, or teaching facility that is attended by persons under the age of eighteen (18) years of age. No adult entertainment facility shall be established within a radius of one thousand (1000) feet of any park or recreational facility attended by persons under eighteen (18) years of age.
- C. No adult entertainment facility shall be established within a radius of one thousand (1000) feet of any permanently established place of religious services.
- D. No adult entertainment facility shall be established within a radius of one thousand (1000) feet of any day care center or type A or B family day care home as established by the Ohio Revised Code.
- E. No adult entertainment facility shall be established within a radius of one thousand (1000) feet of any other adult entertainment facility.
- F. No adult entertainment facility shall be established within a radius of one thousand (1000) feet of any two of the following:
 1. Cabarets, clubs, or other establishments which feature adult type of entertainment.
 2. Establishments for the sale of beer or intoxicating liquor for consumption on the premises.
 3. Pool or billiard halls.
 4. Pinball palaces or halls.
 5. Dance halls or discotheques.
 6. Massage parlors.

7. Video arcades, or establishments known by other descriptions, which provide video games and/or other games for entertainment attended or participated in by persons under eighteen (18) years of age.

1184.03 MEASUREMENT STANDARDS

Distances shall be measured from the property lines of any lot or parcel of land on which an adult entertainment facility is located and the location from which a distance of separation is specified in Section 1184.02.

1184.04 ADVERTISEMENT DISPLAY STANDARDS

No advertisements, displays, or other promotional materials shall be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other public areas, semi-public areas, or quasi-public areas. All building openings, entries, windows, etc. for adult use shall be located, covered, or serviced in such a manner as to prevent a view into the interior from any sidewalk, or any street. For new construction, the building shall be oriented so as to minimize any possibility of viewing the interior from any public, semi-public, or quasi-public areas.

No screens, speakers, or sound equipment shall be used for adult motion picture theater, or other adult entertainment facility, that can be seen or discerned by the public from any public, semi-public, or quasi-public areas.

**CHAPTER 1185
SIGNS**

1185.01 PURPOSE

It is the purpose of these sign regulations to promote the public health, safety, and general welfare by permitting the use of signs as a means of communication in the City of Celina:

- A. To maintain and enhance the City's natural and manmade environment;
- B. To implement community design standards to encourage an attractive and healthy economic environment;
- C. To reduce possible safety hazards to vehicle and pedestrian traffic through good signage;
- D. To minimize the possible adverse effects of signs on nearby public and private property; and
- E. To enable the fair and consistent enforcement of these sign regulations.

The purpose, as stated above, is based on the following findings or conditions concerning signs:

- A. That excessive signs create dangerous traffic conditions, intrude on motorist and pedestrian enjoyment of the natural and manmade beauty of the City, and as such are detrimental to the public health, safety, and general welfare of the City; and
- B. That business enterprises and other institutions located along public and private streets have a need to identify themselves and their activities to motorists and pedestrians by means of signs.

1185.02 DEFINITIONS

The following terms are defined for use under this section.

- A. **Abandoned Sign:** Any sign remaining in place which no longer advertises or identifies an ongoing or active business, product, or service available; or a sign which is no longer maintained in a serviceable condition. The serviceability of a sign ceases when deterioration becomes as visibly recognizable as the image of the subject of the sign.
- B. **Address Marker:** A numeric reference of a structure or site not included as part of a wall or monument sign. These are not normally considered a sign under this section.
- C. **A-Frame Card Sign:** A free standing sign usually hinged at the top. Such signs are considered portable and temporary.
- D. **Animated or Moving Sign:** Any sign, other than a time and temperature display, which uses motion, lighting, or special materials to depict action or create a special effect or scene.
- E. **Awning, Canopy, or Marquee Sign:** A non-electric sign that is printed on, painted on, attached to an awning, canopy, or marquee and is only permitted on the vertical surface.
- F. **Banner, Flag, Pennant or Balloon:** Any cloth, bunting, plastic, paper, or similar material, used for advertising purposes attached to, pinned on, or from any structure, staff, pole, line, framing, or vehicle, including captive balloons and inflatable signs, but not including official flags of local, state, national or foreign governmental organizations.
- G. **Billboard or Off-Site Sign:** A sign, including supporting structure, advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which the sign is located.
- H. **Building Face:** The length of the single front building elevation in which the primary entrance to the business is located. Where more than one business occupies a building, the frontage for sign purposes for each business is determined by multiplying the building front elevation width by the percentage of total floor space occupied by each business or potential business space.
- I. **Changeable Copy Sign:** A sign designed to allow the changing of copy through manual, mechanical, or electrical means. Time and temperature displays are not considered against the allowable advertising sign footage as long as no business identification or advertising is presented as part of the display.
- J. **Civic Event Sign:** A temporary sign posted to advertise a civic event sponsored by a public agency, school, church, civic/fraternal organization, or similar non-profit organization.
- K. **Construction Sign:** A temporary sign erected on the parcel on which construction is taking place. The sign may list the project name, owners, developers, professional services and contractors involved and any other major sponsors of the development.
- L. **Development or Subdivision Sign:** A temporary sign promoting a new development or subdivision which has received City Planning Commission review.
- M. **Directional Sign:** Signs limited to directional messages, principally for pedestrian or vehicular traffic, such as "one way", "entry" or "exit". These signs giving direction are not considered part of the advertising

signage and do not require permitting. If additional advertising display is posted on the directional signs the Zoning Inspector may consider them as part of the square footage restrictions.

- N. **Double-Faced Sign:** A post, pedestal, or monument display where the sign's faces are back to back and the sign copy is similar on both sides. The area of double-faced signs is considered based on dimensions of one side.
- O. **Garage or Yard Sale Sign:** A temporary sign advertising the sale of personal items at a residential property.
- P. **Incidental Signs:** Incidental signs are signs no larger than 3 square feet in size that display notices required by law, or show affiliations or services provided. Items displayed may be credit cards accepted, trade affiliations, business hours, or other similar information necessary to identify limits of or qualifications of service or product.
- Q. **Institutional Sign:** A permanent sign identifying the premises of a church, school, governmental office, or non-profit institutional facility.
- R. **Kiosk:** A three dimensional structure designed and constructed with the explicit purpose of displaying information and advertising. This structure must supply a public service and can only receive a permit following review and approval of the Planning Commission.
- S. **Logo Sign:** A sign consisting of a symbol or mark associated with a business, service or product entity.
- T. **Monument Sign:** A sign displayed on a pedestal or base that has a footprint 50% or more than the sign's horizontal dimensions.
- U. **Nonconforming Sign:** A legally established sign existing prior to the establishment of this Ordinance which fails to conform to the regulations of this Ordinance.
- V. **Political Sign:** A temporary sign directly associated with a local, state, or national political election or issue.
- W. **Portable Sign:** A sign designed and constructed to be easily set up and removed or relocated.
- X. **Promotional Sign:** A temporary commercial sign posted to promote the sale of new products, new management, new hours, new service or to promote a special sale.
- Y. **Projecting Sign:** Any sign which is attached to the face of a building and projects more than eighteen (18) inches from the face.
- Z. **Real Estate Sign:** An on-site temporary sign pertaining to the sale, lease or rental of a building or premises. These signs include Open House signs which indicate when salespersons are available to represent the property subject to sale, lease or rent.
- AA. **Roof Sign:** A sign erected, constructed, or placed upon or over a roof of a building, including a mansard roof, and which is wholly or partly supported by the building.
- BB. **Sign:** Any display that shows any product, service, business, name, or other enterprise in a promotional manner. A sign may consist of wording, logos or images.
- CC. **Sign Program:** A coordinated program of signs as allowed under the "Commercial Shopping Center" and "Apartment, Office, Research, and Industrial Center" developments.
- DD. **Temporary Sign:** Any sign that is approved to be displayed for a limited time period as set forth in this Ordinance or by the Planning Commission.
- EE. **Wall Sign:** A sign painted on, printed on, or attached to a wall which has its face substantially perpendicular to the building face.
- FF. **Window Sign:** Any sign that is applied, painted, or attached to a wall which is not a projecting sign.

1185.03

ADMINISTRATION

These sign regulations shall be administered as stated under the conditions as listed in Chapter 1143 of this Ordinance.

A. Permit Required

No sign, unless exempted by this Chapter, shall be constructed, displayed, or altered without an approved permit. The permits shall be issued by the Zoning Inspector when the conditions of this Ordinance are met. Each permit application shall be accompanied by the following:

1. A drawing showing the design proposed.
2. Dimensioned site plan showing the sign location in relation to property lines, buildings, walks, and drives.
3. Dimensioned elevation drawing showing the size, sign type, height, illumination method, support or mounting method, and construction materials.

A sign for which a permit has been issued shall not be modified, relocated, altered or replaced unless a new permit or an amended permit is issued by the Zoning Inspector.

B. Signs Requiring a Permit

Any sign erected, painted, posted or placed in any district within the City shall require an approved permit from the Zoning Inspector in conformance with Sections 1144.02-1144.05, except those signs identified as exempt from such permit. Sign structure, size, height, setback, location and number shall be determined by the requirements set forth in this Chapter.

Changes or relocation of nonconforming signs require permits and any alterations must also meet the requirements set forth in this Chapter. See Section 1185.04 D. for nonconforming signs.

C. Signs Not Requiring a Permit

The following signs are exempt and do not require a permit from the Zoning Inspector. To maintain an exempt status these signs must comply with restrictions as established in this Chapter.

1. Political signs, Real Estate signs, and Civic Event signs when conforming to the requirements established under this Ordinance.
2. Temporary signs painted on the outside of the windows for display on holiday or special occasions.
3. Signs located inside a building or behind a window and not exceeding the prohibitions set forth in Section 1185.03 D.8., do not require a permit.
4. Memorial signs and plaques installed by recognized civic organizations.
5. Official and legal notices and signs issued by governmental agencies.

6. Official flags of all governmental and civic/fraternal organizations.
 7. Construction signs when conforming to the conditions set forth under Section 1185.04 F.2.
 8. Incidental signs for businesses like automobile services, gasoline service stations, automobile dealers with service repairs, motels and hotels provided that all of the following conditions exist: the signs are attached to a structure or building; the signs number no more than four (4) per street frontage, and no sign shall exceed an area per face of three (3) square feet. Copy applied to fuel pumps or dispensers such as fuel identification, station logo, and other signs required by law are permitted and not counted against the number allowed.
 9. Directional signs provided that such signs are located on-site, have a maximum area which does not exceed three (3) square feet per sign, have a maximum overall height of four (4) feet above grade, and are mounted on a monument or pole. Such signs may be located in a required setback provided that a minimum distance of five (5) feet from any property line is maintained.
 10. Garage and yard sale signs provided they conform to the regulations set forth in this Ordinance.
- D. Prohibited Signs**
The following signs are inconsistent with the sign standards established in this Chapter and are therefore prohibited. Permits cannot be issued for:
1. Abandoned signs after 90 days of meeting the abandoned sign definition. The property owner will be responsible for removal.
 2. Animated, moving, flashing, blinking, reflecting, revolving or other similar signs, with the exception of permanently mounted Changeable Copy Signs and time and temperature displays as allowed in this Chapter.
 3. Portable or A-Frame signs. For exceptions see Section 1185.04 F.7.
 4. Roof signs
 5. Signs placed in, or overhanging, the public right-of-way. Signs with exception are: governmental signs and informational signs authorized by the Planning Commission and in conformance with state or federal regulations. Such informational signs shall not exceed two and a half (2½) square feet in area and shall not be illuminated.
 6. Signs designed or constructed to resemble or imitate highway or traffic control signs or signals.
 7. Temporary signs, found not in conformance to the regulations set forth in this Ordinance. These signs may be confiscated by the Zoning Inspector, or his representatives, in addition to being subject to the conditions of Chapter 1199.
 8. Windows signs when they are located in a residentially zoned district are larger than the allowable signage for that district or are illuminated.
- E. Measurement Standards**
The area of the sign is determined by the dimensions of the background structure, unifying background area, or by the maximum dimensions of the display area if posted on a common background. The following standards shall be used to determine the area and height measurements for all signs erected or posted within the City:
1. The area of a sign shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the exterior display limits of a sign, but not including the supporting frame or bracing.
 2. The area of a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point.
 3. In the case of irregularly shaped three dimensional signs, the area of the display surface shall be measured on the plane of the largest vertical cross section.
 4. The height of a sign shall be determined by measuring the vertical distance between the highest point of the sign to the ground elevation at the base of the sign. If mounding was used at the sign base, the ground elevation shall be determined as the average ground elevation of the developed site at the sign base prior to mounding.
 5. The setback of a sign shall be measured from the vertical projection of the property line or street right-of-way line to the closest part of the sign.
 6. Lots in B or M zones having frontage on more than one street shall have a maximum allowable sign area equal to twice that of its shortest frontage, not to exceed twice the maximum number of square feet otherwise allowed in the zone. These lots shall also be permitted twice the number of signs otherwise allowed in their zone; however, there shall be no increase in the number of free-standing signs allowed.
- F. Fees**
A schedule of fees for permits shall be established and amended from time to time by City Council.

1185.04

GENERAL REGULATIONS

- A. Cross-corner Sight Restrictions:**
No sign, or part of a sign structure wider than one (1) foot, shall be erected in the cross-corner line of sight between the heights of three (3) feet and eight (8) feet, as measured from the center lines of the relevant pavements, in the following locations:
1. At street intersections, within a triangle, two sides of which are measured from the point of intersection of the street rights-of-way, a distance of 40' parallel to the through street and a distance of 15 feet parallel to the stop street. At 4-way stops the distance shall be 40 feet parallel to each street.
 2. At drives - within a triangle, two sides of which are measured from the point of intersection of the street right-of-way and the centerline of the drive, a distance of 50 feet parallel to the street, and a distance of 15 feet parallel to the centerline of the drive.
- B. Distracting Signs:**

Signs which have moving parts, replaceable letters, or changing illumination shall conform to the conditions listed within this Ordinance. See section 1185.03 D for restrictions on signs which use animation, flashing lights, shapes reserved for traffic control, and motion.

- C. **Sign Illumination:**
All signs and advertising structures, except as hereinafter modified, may be illuminated internally or by reflected light, provided the source of light is not directly visible and is arranged to reflect away from the adjoining premises; and provided that such illumination shall not lead to confusion, or create a hazard to traffic, or conflict with traffic control signs or lights. An exception to the above is that signs illuminated with neon lighting are also allowed even though the light source is visible. See Section 1185.05 for districts where sign illumination is prohibited.
- D. **Non-conforming Signs:**
All signs which are in existence on the effective date of this Ordinance shall be considered nonconforming uses and shall be subject to the following provisions:
1. No nonconforming sign shall have any changes made in the words, symbols or message displayed on the sign unless the sign is specifically designed for periodic change of message.
 2. No nonconforming sign shall be structurally altered so as to change the shape, size, type or design of the sign, nor shall any nonconforming sign be relocated until it meets the requirements of this Chapter and receives a permit.
- E. **Development or Subdivision Entry Signs:**
The conditions for the placement of permanent signs identifying a development or subdivision shall be set by review by the City Planning Commission. These conditions are to be forwarded to the Zoning Inspector by the Planning Commission for issuance of a permit.
- F. **Temporary Signs:**
Temporary signs require a permit unless they are identified as not requiring a permit under Section 1185.03 C. All temporary signs, unless specifically identified under 1185.02, Definitions, shall be considered temporary commercial signs. The following regulations shall apply to temporary signs:
1. **Civic Event Signs:**
These signs shall be registered with the Zoning Inspector listing the organization responsible, a contact person, dates of posting, sign size, and location of sign. All posting periods and placements must receive approval of the Zoning Inspector. Any signs not receiving this approval shall be considered in violation of this Ordinance.
 2. **Construction Signs:**
These signs shall be shown as part of the development's site plan. The number of signs, their location and sizes, shall be approved by the Zoning Inspector before installation. If conditions warrant, the Zoning Inspector may allow placement of the construction sign off-site. The posting of the sign(s) shall be limited to the construction period which begins one week before the actual work begins or with the ground breaking, whichever ever is first, to the conditional final acceptance by the owner.
 3. **Development or Subdivision Signs:**
The conditions for the placement of these signs at a development or subdivision shall be set by review by the City Planning Commission. These conditions are to be forwarded to the Zoning Inspector by the Planning Commission for issuance of a permit.
 4. **Real Estate Signs:**
Real estate signs are not allowed in public right-of-way areas. They are allowed a maximum area of 6 square feet in residential districts and 32 square feet in all other districts. One sales sign is allowed per property frontage. In addition, an open house sign is allowed for a week period prior to the open house date. Sales signs shall be removed from a property within one week of closing.
 5. **Garage and Yard Sale Signs:**
These signs are to be posted only on private property. The signs shall not exceed 6 square feet in area. They shall be posted only the day of the sales. No signs shall be posted on any public utility or light poles.
 6. **Temporary Commercial Signs:**
The Zoning Inspector, in accordance with the provisions herein, is authorized to issue permits for the erection and maintenance of temporary commercial signs. Such permit shall be issued for a period not to exceed fourteen (14) days, nor more frequently than once in each three month period for the same premises. Temporary commercial signs shall not be illuminated. No temporary signs containing commercial messages shall be permitted in residential districts. No permit shall be issued for aerial signs, or signs designed to be moved on trailer wheels, skids, or on other similar devices. The area, height and number of temporary commercial signs shall be determined by the requirements established in the regulations for each zoning district.
 7. **In the B-2 district, if a property has a 12 feet or wider sidewalk, each business may have one (1) A-Frame sign, or similar type portable sign, provided all the following conditions are met:**
 - a. The sign shall only be on display during business hours of the business if advertises.
 - b. The sign shall not exceed 30 inches in width and 48 inches in height.
 - c. The sign shall be placed on the sidewalk only with the approval of the owner of the front property, and
 - d. Its nearest edge must be placed either a maximum of one (1) foot from the right-of-way line or between one (1) and one and a half (1.5) feet from the curb.
 - e. Signs should be of a design that resists being moved or blown over by the wind. However, they shall not be attached to publicly owned sign

1185.05

DISTRICT REGULATIONS

The following regulations shall apply to all signs, permitted and otherwise, according to each Zoning District.

A. S-1, R-1, R-2, R-3 and R-O DISTRICTS:

1. Lots used for dwellings of 10 or fewer units and their accessory uses:
 - a. The maximum total sign area shall not exceed six (6) square feet.
 - b. The minimum sign setbacks shall be as follows:
 - 0 feet from all street right-of-way lines,
 - 10 feet from all side property lines, and
 - 10 feet from all rear property lines.
 - c. The maximum height of any freestanding sign shall be four (4) feet.
 - d. The maximum number of signs allowed shall be two (2), only one of which may be a freestanding sign.
- c. Signs shall not be illuminated.
2. Lots having a primary use that is nonresidential and apartment complexes with more than 10 units:
 - a. The maximum total area of all permitted signs shall be equal to one (1) square foot of sign area for each four (4) feet of lot width, not to exceed a maximum of 50 square feet.
 - b. The minimum setbacks for all freestanding signs shall be as follows:
 - 0 feet from all street right-of-way lines,
 - 25 feet from all side property lines, and
 - 25 feet from all rear property lines.
 - c. The maximum height of any freestanding sign shall be eight (8) feet.
 - d. The maximum number of signs allowed, regardless of the number of tenants, shall be two (2), only one of which may be a freestanding sign.
3. Signs identifying or marking subdivision developments shall be reviewed and approved by the Planning Commission as part of the subdivision review process. The Planning Commission shall set the number, size and location of these non-temporary development or subdivision signs.

B. B-1 GENERAL BUSINESS DISTRICT:

1. Lots used for dwellings of 10 or fewer units and their accessory uses:
 - a. The maximum total sign area shall be equal to 20 square feet.
 - b. The minimum sign setbacks shall be as follows:
 - 0 feet from all street right-of-way lines,
 - 10 feet from all side property lines, and
 - 10 feet from all rear property lines.
 - c. The maximum height of any freestanding sign shall be 6 feet.
 - d. The maximum number of signs, which require a permit, shall be two (2), only one of which may be a freestanding sign.
2. Lots having a primary use that is nonresidential and apartment complexes with more than 10 units:
 - a. The maximum total area of all permitted signs shall be equal to 4 square feet of sign area for each one (1) foot of lot width, not to exceed a maximum of 200 square feet.
 - b. The minimum setbacks for all freestanding signs shall be as follows:
 - 0 feet from all street right-of-way lines,
 - 10 feet from all side property lines, and
 - 10 feet from all rear property lines.
 - c. The maximum height of any freestanding sign shall be 25 feet.
 - d. The maximum number of signs, which require a permit, regardless of the number of tenants, shall be four (4), with only one freestanding sign allowed per abutting street.

C. B-2 CENTRAL BUSINESS DISTRICT

1. Lots used for dwellings of 10 or fewer units and their accessory uses:
 - a. The maximum total sign area shall not exceed 20 square feet.
 - b. The minimum sign setbacks shall be as follows:
 - 0 feet from all street right-of-way lines,
 - 10 feet from all side property lines, and
 - 10 feet from all rear property lines, except as provided in Section 1185.03 D. 5.
 - c. The maximum height of any freestanding sign shall be six (6) feet.
 - d. The maximum number of signs, which require a permit, shall be two (2), only one of which may be a freestanding sign.
2. Lots having a primary use that is nonresidential and apartment complexes with more than 10 units:
 - a. The maximum total area of all permitted signs shall be equal to 4 square feet of sign area for each one (1) foot of lot width, not to exceed a maximum of 100 square feet.
 - b. The minimum setbacks for all freestanding signs shall be as follows:
 - 0 feet from all street right-of-way lines,
 - 10 feet from all side property lines, and
 - 10 feet from all rear property lines.
 - c. The maximum height of any freestanding sign shall be 25 feet.

- d. The maximum number of signs, which require a permit, regardless of the number of tenants, shall be four (4), with only one freestanding sign allowed per abutting street

D. B-3 COMMUNITY SHOPPING DISTRICT

1. **Integrated Commercial Centers**
 - a. The maximum total area of all wall signs for any one business shall be equal to two (2) square feet of sign area for each one (1') foot of building width, not to exceed a maximum of 200 square feet.
 - b. The total area of any freestanding sign shall be 200 square feet.
 - c. The minimum freestanding sign setbacks shall be as follows:
0 feet from all street right-of-way lines,
50 feet from all side property lines, and
50 feet from all rear property lines.
 - d. The maximum height of any freestanding sign shall be 35 feet.
 - e. The maximum number of wall signs for any one business shall be two (2).
 - f. The maximum number of freestanding signs shall not exceed the number of abutting streets.
2. Other lots in the B-3 district, including outlots of integrated commercial centers having their own street frontage and separate ownership:
 - a. The maximum total area of all signs shall be equal to four (4) square feet of sign area for each one (1') foot of lot width not to exceed a maximum of 200 square feet.
 - b. The minimum setbacks for all freestanding signs shall be as follows:
0 feet from all street right-of-way lines,
10 feet from all side property lines, and
10 feet from all rear property lines.
 - c. The maximum height of any freestanding sign shall be 25 feet.
 - d. The maximum number of signs allowed, regardless of the number of tenants, shall be four (4), with only one freestanding sign.

E. M MANUFACTURING DISTRICT

1. The maximum total area of all signs shall be equal to two (2) square feet of sign area for each one (1') foot of lot width, not to exceed a maximum of 200 square feet.
2. The minimum setbacks for all freestanding signs shall be as follows:
0 feet from all street right-of-way lines,
20 feet from all side property lines, and
20 feet from all rear property lines.
3. The maximum height of any freestanding sign shall be 15 feet.
4. The maximum number of signs, which require a permit, regardless of the number of tenants, shall be four (4), with only one freestanding sign allowed per abutting street.

**CHAPTER 1199
VIOLATION, REMEDIES AND FEES**

1199.01 VIOLATION

Whenever a violation of this Zoning Ordinance occurs, or is alleged to have occurred, any person may file a written complaint to the Zoning Inspector. Such complaint shall state the cause or basis of the violation. The Zoning Inspector shall record the complaint, promptly investigate it and take the necessary action to resolve the complaint.

In addition, any person can pursue the other remedies by law to initiate appropriate action or proceedings to prevent, restrain, correct or abate such violation.

1199.02 NOTICE OF VIOLATION

The notice of any violation of the Zoning Ordinance shall be as follows:

- A. Whenever the Zoning Inspector determines that there is a violation of any provision of this Zoning Ordinance, a notice of such violation shall be issued. Such notice shall:
 1. Be in writing;
 2. Identify the violation;
 3. Include a statement of the reason or reasons why it is being issued and refer to the section of this Zoning Ordinance being violated; and
 4. State the time by which the violation shall be corrected.
- B. Service of notice of the violation shall be as follows:
 1. By personal delivery to the person or persons responsible, or by leaving the notice at the usual place of residence of the owner with a person aged sixteen (16) years or older; or
 2. By Certified Mail, addressed to the property owner of record on the County Auditor's records. Service shall be deemed complete when the fact of the mailing is recorded.
 3. By posting a copy of the notice form in a conspicuous place on the premises found in violation.

1199.03 REMEDIES

The following remedies shall apply to violations of the Zoning Ordinance:

A. Prohibitions

1. No person shall fail or refuse to comply with an order issued by the Zoning Inspector. A separate offense shall be deemed committed each day upon which a violation occurs or continues.
2. No person shall construct, modify, alter, use or occupy any structure or property in violation of the Celina Zoning Ordinance. A separate offense shall be deemed committed each day upon which a violation occurs or continues.

B. Penalties

1. Whosoever violates this section is guilty of a minor misdemeanor for each offense.
2. If, within one year of the date of the offense, the offender has been convicted of or pleads guilty to another violation of Section 1199.03(A) the offender is guilty of a misdemeanor of the third degree.

C. Civil Remedies For Violations

In case any building is located or is proposed to be located, erected, constructed, reconstructed, enlarged, changed, maintained or used, or any land is used or is proposed to be used in violation of the Zoning Ordinance or any amendment or supplement thereto, the Zoning Inspector, shall institute or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin, abate or remove such unlawful location, erection, construction, reconstruction, enlargement, change, maintenance or use.

1199.04 FEES

The fees for all applicant costs incurred in this Chapter shall be established by City Council. Furthermore, no plan shall be accepted for filing and processing, as provided in this Chapter, unless and until a filing fee is paid to the City.

The applicant shall be responsible for the expenses incurred by the City in reviewing the plan or any modifications to the plan. Such expenses may include items such as the cost of professional services, including expenses and legal fees in connection with reviewing the plan, prepared reports, the publication and mailing of public notice in connection therewith, and any other reasonable expenses directly attributable thereon.

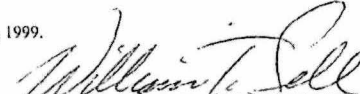
SECTION TWO

THAT, any city legislation such as, Ordinance 26-74-0, and all the amendments to it and its map, which are inconsistent with this Ordinance be hereby repealed.

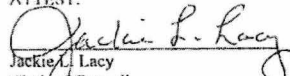
SECTION THREE

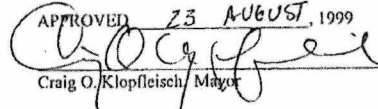
THAT, this ordinance shall become effective from and after the date of its approval and adoption, as provided by law.

Passed this 23 day of August, 1999.

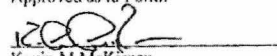

 William T. Sell, Council President

ATTEST:

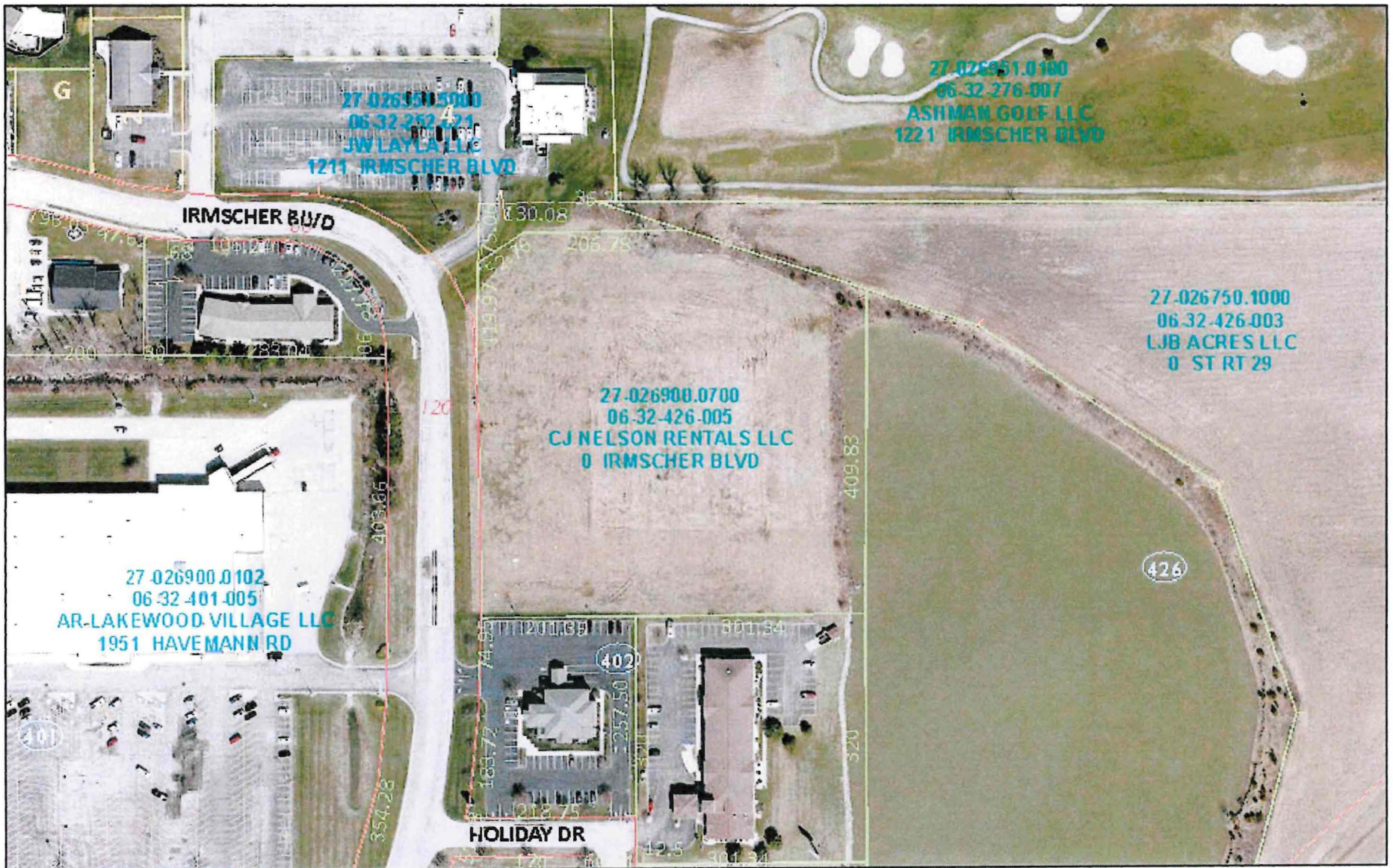

 Jackie A. Lacy
 Clerk of Council

APPROVED 23 AUGUST, 1999

 Craig O. Klopfleisch, Mayor

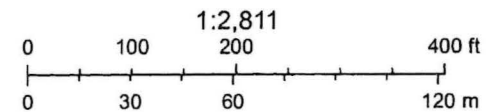
Approved as to Form:


 Kevin M. McKirnan
 City Law Director

Mercer County, Ohio - GIS 2022



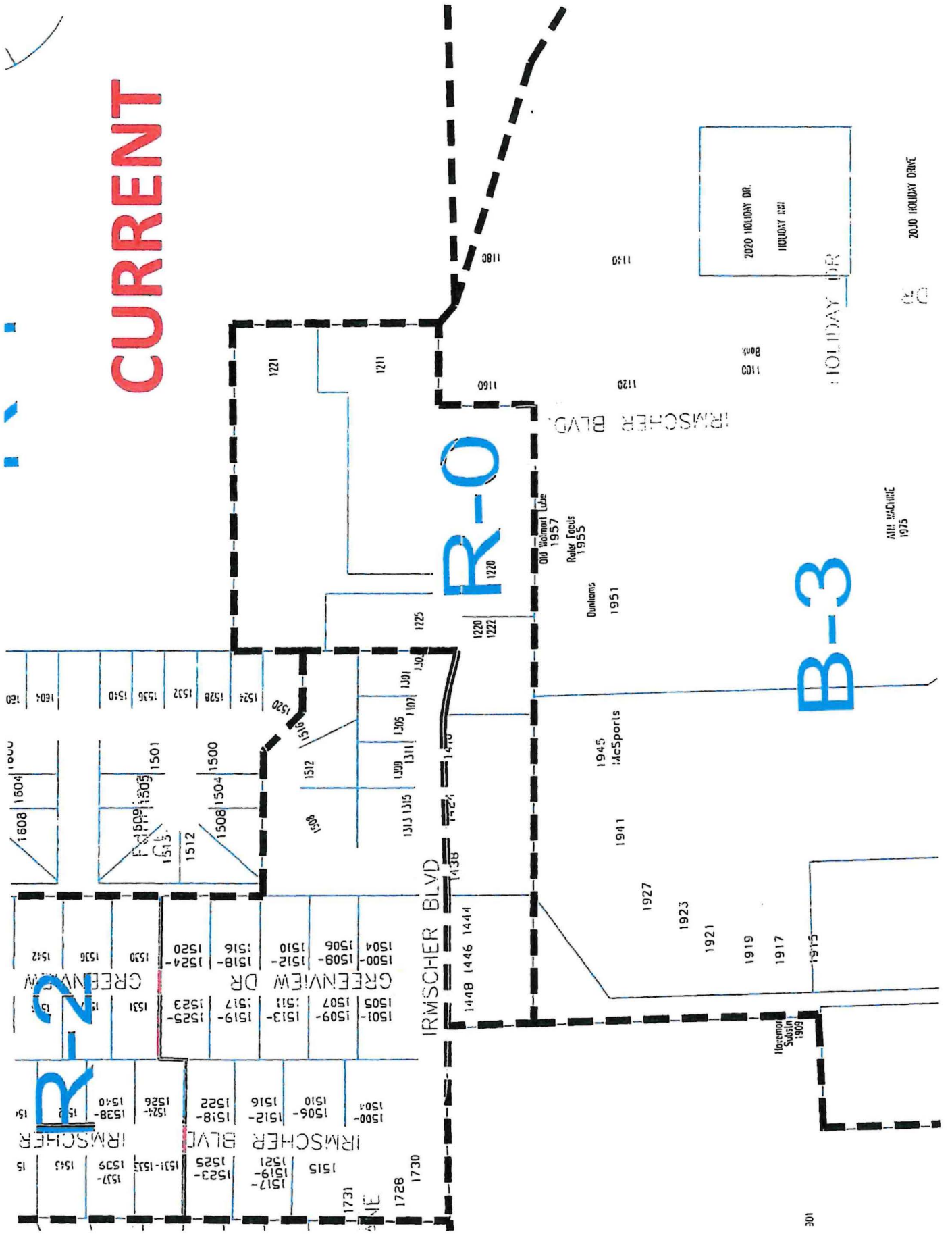
August 19, 2022

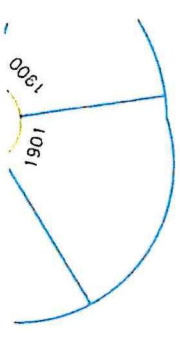


CURRENT

R-0

B-3



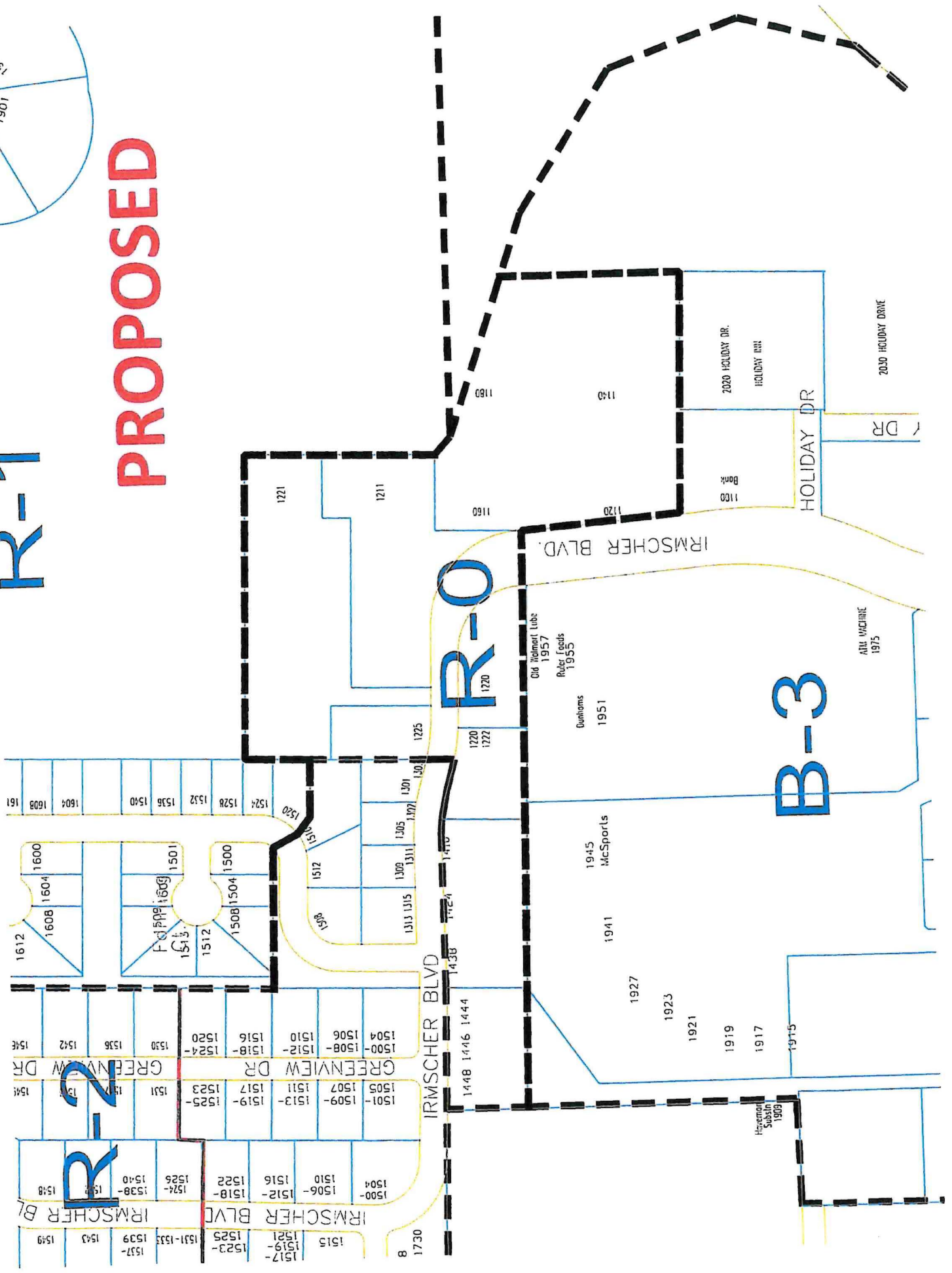


R-1

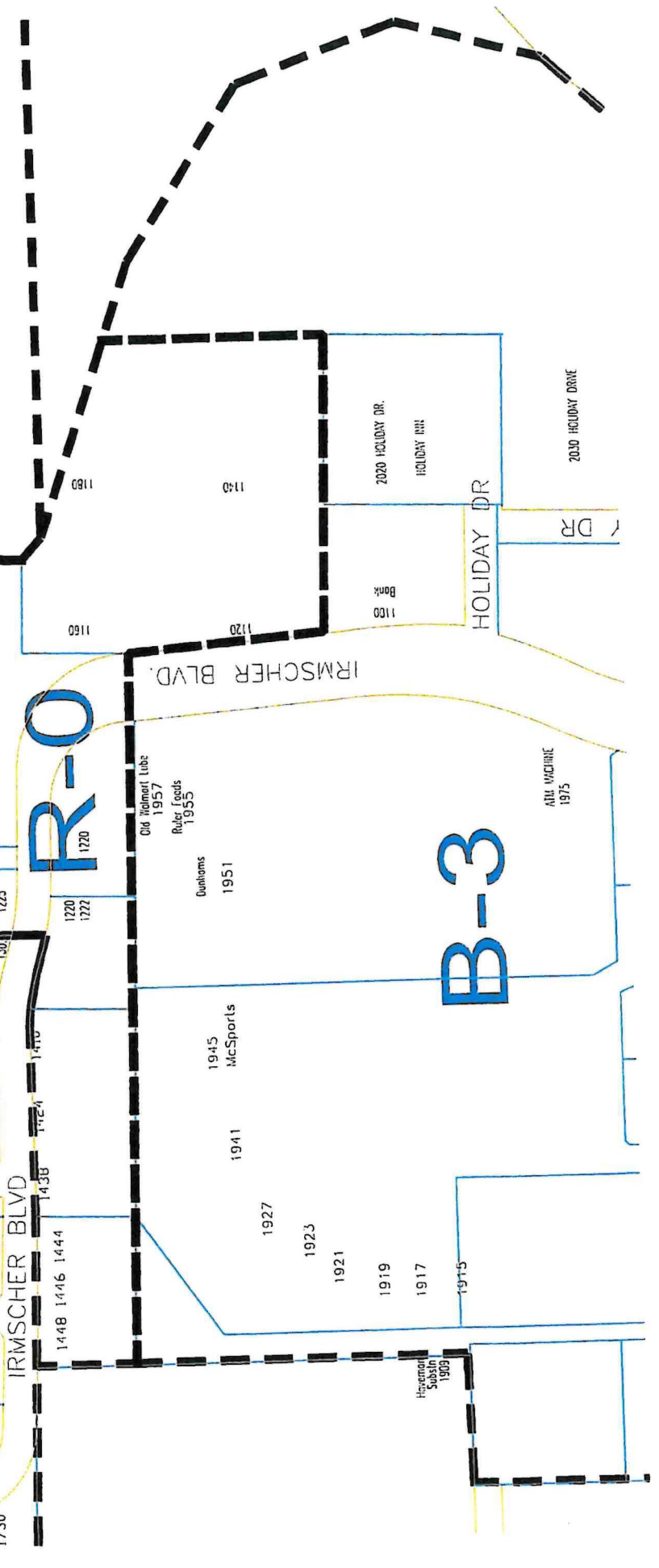
PROPOSED

R-0

B-3



1517-1519	1515	1517	1519	1521	1523	1525	1527	1529	1531	1533	1535	1537	1539	1541	1543	1545	1547	1549
1500-1504	1506-1510	1512-1516	1518-1522	1524-1528	1530-1534	1536-1540	1542-1546	1548-1552	1554-1558	1560-1564	1566-1570	1572-1576	1578-1582	1584-1588	1590-1594	1596-1600	1602-1606	1608-1612



ORDINANCE 28-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE AND RECEIVE BIDS AND ENTER INTO AN AGREEMENT FOR THE FENCING AROUND THE SPLASH PAD AT THE BRYSON PARK DISTRICT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to put fencing around the splash pad at the Bryson Park District; and

WHEREAS, the funding for this project is available from the LWCF Grant Program Fund.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise and receive bids to perform the necessary work to complete the fencing around the splash pad at the Bryson Park District.

SECTION TWO

THAT, the Board of Control be and is hereby authorized to award the bid to the lowest responsive and responsible bidder, and the Safety Service Director be and is hereby authorized to enter into necessary Agreements for the completion of the fencing around the splash pad at the Bryson Park District.

SECTION THREE

THAT, City Council hereby directs the Auditor to appropriate Twenty-Five Thousand Dollars (\$25,000.00) into the LWCF Grant Program Fund Expense (312.110.5550) from the unappropriated balance of the LWCF Grant Program Fund for funding for the fencing around the splash pad at the Bryson Park District.

SECTION FOUR

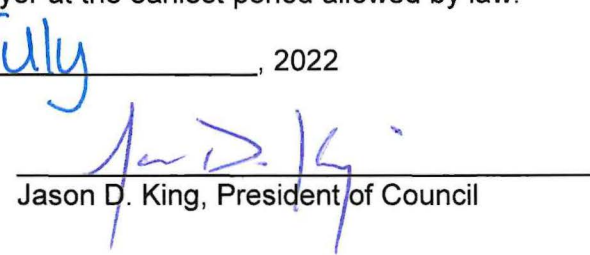
THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the further reason that bids can be accepted to expedite the engineering and construction of the necessary improvements at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 25 day of July, 2022

ATTEST:




Michael F. Didonato, Clerk of Council




Jason D. King, President of Council

APPROVED July 25, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 29-22-O

**AN ORDINANCE TRANSFERRING AND APPROPRIATING FUNDS,
AND AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE
56-21-O AS THE SIXTH SUPPLEMENT TO THE 2022 ANNUAL
APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Electric Department needs One Hundred Seventy-Five Thousand Dollars (\$175,000.00) appropriated for electrical consulting engineering fees related to electric rates and rate planning; and

WHEREAS, it is desired to transfer Ten Thousand Dollars (\$10,000.00) from the General Fund to the Park/Recreation Fund to be appropriated for the replacement of pool chemicals as a result of higher than anticipated price increases; and

WHEREAS, in order to facilitate the City's tree voucher program, it is necessary to transfer One Thousand Five Hundred Dollars (\$1,500.00) from the General Fund to the Park/Recreation Fund to appropriate the donations received; and

WHEREAS, in Ordinance 17-22-O, Sixty Thousand Dollars (\$60,000.00) was appropriated from the unappropriated balance of the General Fund to the Transfer Capital Projects (110.651.5910) account in error, and needs to be re-appropriated to the Park Capital Fund (362.224.5550) for the balance of funds necessary for the Lion's Club Shelter House/Restroom at North Shore Park; and

WHEREAS, in Ordinance 20-22-O, Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00) was appropriated from the unappropriated balance of the General Fund to the Transfer Capital Projects (110.651.5910) account in error, and needs to be re-appropriated to the Park Capital Fund (362.224.5550) for the balance of funds necessary for the fencing of the pickleball courts.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **Electric Fund:**

Elec Dist Contract Engineer Fees (661.622.5230)	\$ 175,000.00
-------------------------------------------------	---------------

Unappropriate from appropriated balance **Transfer Capital Projects:**

Transfer Capital Projects (110.651.5910)	\$ (88,500.00)
------------------------------------------	----------------

Appropriate from unappropriated balance **General Fund:**

Park Capital Fund (362.224.5550)	\$ 88,500.00
Pool Operation Expense (224.430.5490)	\$ 10,000.00
Park Maint Tree Program (224.410.5420)	\$ 1,500.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.


PASSED this 25 day of July, 2022



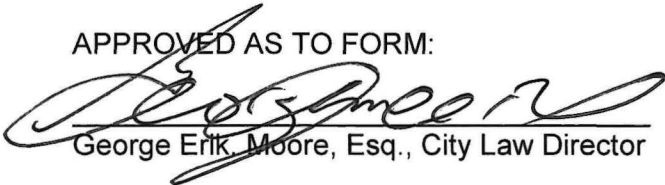
Jason D. King, President of Council

ATTEST: 

Michael F. DiDonato, Clerk of Council

APPROVED July 25, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 30-22-O

AN ORDINANCE ACCEPTING DONATIONS MADE IN MEMORY OF DARRELL WILLRATH TO THE CELINA FIRE DEPARTMENT FOR FIRE CAPITAL USE AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the following individuals and businesses contributed monetary donations totaling Nine Hundred Eighty-Five Dollars (\$985.00) in memory of retired Assistant Fire Chief Darrell Willrath, upon his passing, to the Celina Fire Department for Fire Capital: Celina Lake Festival Committee; Barry Fennig; James and Phyllis Fox; Jim and Deb Gibson; Charlie and Jane Hileman; Jim and Myra Hileman; Curtis and Jodi Kline; Roger Lentz Family; Linda Long; Maintenance Guys: Ryan, Kevin, Dave, and Steve; Moser Motor Sales; Neil and Petrise Myer; Jim and Carol Piper; Joan Reeder; Louis and Joan Ward; Kay Wellman.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Celina City Council gratefully acknowledges and accepts the donation of Nine Hundred Eighty-Five Dollars (\$985.00) for deposit in the Fire Capital Fund (360.221.5550) account of the Celina Fire Department.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Nine Hundred Eighty-Five Dollars (\$985.00) from the unappropriated balance of the Fire Capital Fund (360.221.5550) account.

SECTION THREE

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, such emergency arising out of the necessity to proceed with depositing the donation check at the earliest date possible. Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 85 day of July, 2022

Jason D. King, President of Council

ATTEST: Michael F. DiDonato, Clerk of Council

APPROVED July 25, 2022 Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM. George Erik Moore, Esq., City Law Director

ORDINANCE 31-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT FOR FIRE PROTECTION WITH HOPEWELL TOWNSHIP.

WHEREAS, the City of Celina, Ohio, has historically contracted with Hopewell Township for fire protection; and

WHEREAS, the current fire protection contract with Hopewell Township will expire on December 31, 2022; and

WHEREAS, a majority of the voters within Hopewell Township renewed their Fire Protection Levies in the November 2021 general elections for a period of five (5) years, beginning January 1, 2023; and

WHEREAS, it is of mutual benefit to the City of Celina, Ohio and Hopewell Township that a new Agreement be entered into for uninterrupted fire protection.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is hereby authorized to enter into an Agreement for fire protection with Hopewell Township, Mercer County, Ohio, in a form substantially similar to the document which is attached hereto as Exhibit "A" and incorporated herein by reference.

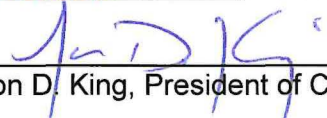
SECTION TWO

THAT, such Agreement will become effective January 1, 2023 and continue for a one-year period ending December 31, 2023.

SECTION THREE

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12 day of September, 2022

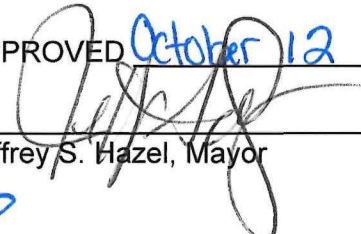


Jason D. King, President of Council

ATTEST:

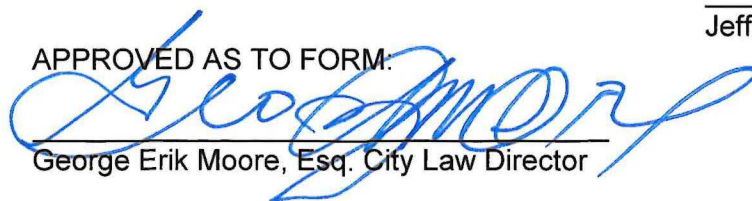


Michael F. DiDonato, Clerk of Council

APPROVED October 12, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq. City Law Director

AGREEMENT

This Agreement made and concluded at Celina, Ohio, this _____ day of _____, 2022 by and between the Board of Trustees of Hopewell Township, Mercer County, Ohio, hereinafter designated the "Trustees", which desires to provide fire protection to the Township, and the City of Celina Fire Department, Celina, Ohio, hereinafter called the "City", that operates a fire department.

It is mutually agreed by and between the parties hereto that this Contract for fire protection shall be in force and effect for a period of one (1) year, beginning on the 1st day of January 2023 and ending on the 31st day of December 2023. This agreement may be amended based on mutual agreement of both parties prior to the ending date. It is mutually understood and agreed that either party hereto may cancel and terminate this Agreement before the expiration thereof by giving a ninety (90) day written notice to the opposite party of its intention to do so.

The Trustees, in order to secure the fire protection services from the City for that portion of Sections 1 laying south of the centerline of Tama Road, that portion of Section 11 laying east of the centerline of Hoenie Road, all of Sections 12, 13 and 14, the south half of Sections 15 and 16, and all of Sections 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30, of Hopewell Township, agree to pay the City for that fire protection service Fifty-Seven (57%) percent of the net sum received by the Township from the fire levy, approved at the general election in November of 2021, with the first collection of that tax to be in 2023. Payment shall be semiannually as each settlement is received from the Mercer County Auditor.

The parties further agree that the City reserves the right to refuse to provide fire service in the event such service would jeopardize the property in the City of Celina, and it is mutually understood and agreed by and between the parties that in no event shall the City or its employees be liable for damages to any individual, firm or corporation of the Township on account of any act of commission or omission on the part of any employee or employees of the City. Further, the Township shall indemnify and hold the City harmless from any such liability.

The parties further agree that the Chief of the City of Celina Fire Department, or his designated representative, shall serve as Fire Prevention Officer for the above described said Sections of Hopewell Township during the term of this Contract.

In WITNESS WHEREOF, the Board of Trustees of Hopewell Township, Mercer County, Ohio, and the Safety Service Director of the City of Celina, duly authorized to execute this Agreement for and on behalf of the Township and City have hereunto affixed their names to duplicate copies hereof on the day and year first above written.

Signed in the presence of:

BOARD OF TRUSTEES OF HOPEWELL
TOWNSHIP, MERCER COUNTY, OHIO

Keith Canary, Trustee

Steve Heckler, Trustee

Eldon Sell, Trustee

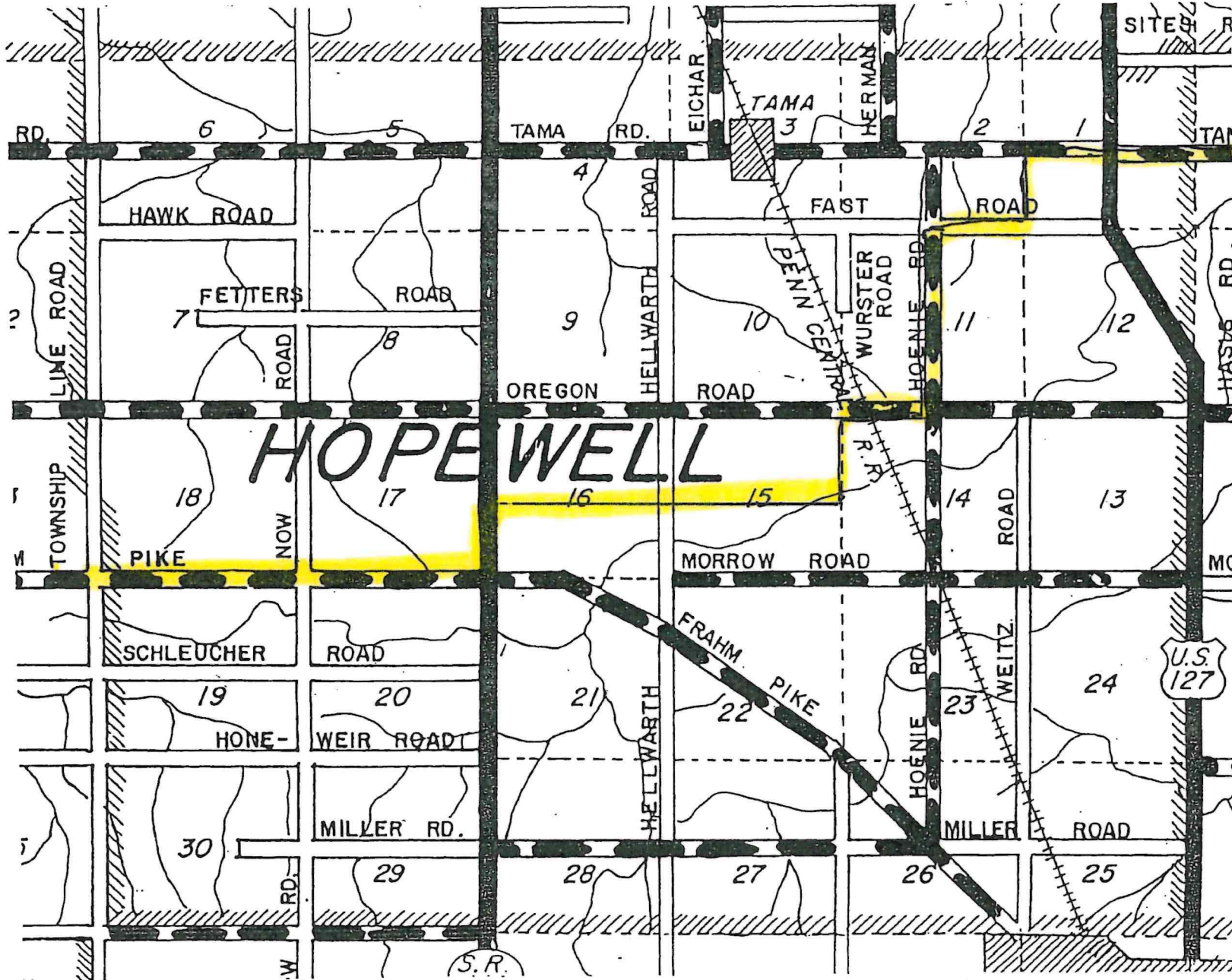
Signed in the presence of:

CITY OF CELINA, OHIO

Thomas J. Hitchcock, Safety-Service Director

Approved as to Form:

George Erik Moore, Esq., Law Director



AGREED TO
9-26-21 BY
CELINA, & ROCKFORD

9023

TOTAL
70,000

MONEY

57% CELINA
\$41,040.00

43% 30,960.00

SECTIONS

CELINA 17 = 57%
ROCKFORD 13 = 43%

Doug Walker

6/30/22

Rob Belna
6-30-22

ORDINANCE 32-22-O

AN ORDINANCE AUTHORIZING THE AUDITOR TO APPLY FOR, ACCEPT, AND ENTER INTO AN AGREEMENT FOR BOND ANTICIPATION NOTE(S) ON BEHALF OF THE CITY OF CELINA FOR THE CONSTRUCTION OF AN ELECTRIC DISTRIBUTION FACILITY, DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina has determined its need to construct a 20,000 square foot building at its North Street property to provide for equipment, vehicles, and personnel for the Celina Electric Distribution Department; and

WHEREAS, City Council approved of an Electric Rate Design in July 2021 that included borrowing with a repayment plan that provided for construction of the new Electric Distribution facility; and

WHEREAS, the City Council approved Ordinance 23-22-O on July 11, 2022 that temporarily appropriated funds from the Electric Fund in the amount of Two Million, Eighty-Thousand, Six-Hundred Ninety-Five Dollars (\$2,080,695.00) in order to award the contract to Arcon Builders, Inc for the construction of the Electric Distribution facility; and

WHEREAS, City Administration has determined that acquiring funding through AMP, Inc. as a facilitator of the State's Ohio Market Access Program ("OMAP") is the most cost-effective source that allows for Bond Anticipation Notes with structured annual payments to maintain stabilized electric rates; and

WHEREAS, the City of Celina intends to apply for said OMAP funding through AMP, Inc. to reimburse the Electric Fund and to establish an annual repayment schedule; and

WHEREAS, the Ohio Market Access Program requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Auditor be and is hereby authorized to apply for Ohio Market Access Program herein attached as Exhibit "A" through AMP, Inc. for Revenue Anticipation Notes for a period not to exceed twenty (20) years for the construction of the Electric Distribution facility on behalf of the City of Celina.

SECTION TWO

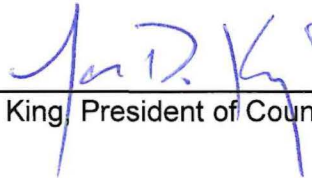
THAT, the dedicated source of repayment shall be the Electric Revenue Fund.

SECTION THREE

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and out of necessity to file for the OMAP loan to reimburse the Electric Fund and to establish a repayment schedule. Now, therefore, this


Ordinance shall take effect and be in force from and after its passage at the earliest period allowed by law.

PASSED this 8 day of August, 2022

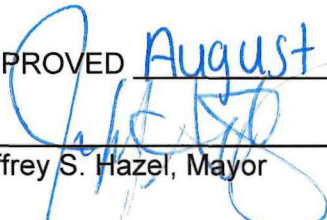


Jason D. King, President of Council

ATTEST:

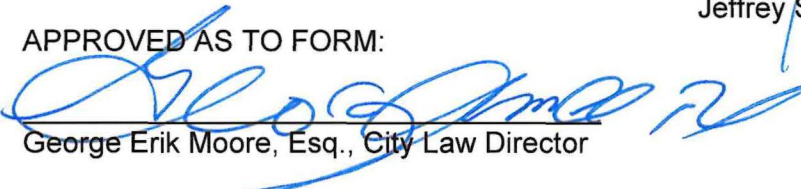


Michael F. DiDonato, Clerk of Council

APPROVED August 8, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



Electric Fund Revenue Notes

Application for Credit Enhancement

Contents

1. Application Form	(p. 1)
2. Due Diligence Questionnaire	(p. 2)
3. Required Document Checklist	(p. 4)
4. Project Feasibility Study Checklist	(p. 5)
5. Signature Page	(p. 6)
6. Required Program Language for Authorizing Resolution	(p. 7)



Ohio Treasurer of State
Ohio Market Access Program – Note Wrap
Electric Fund Revenue Notes
Application for Credit Enhancement

This application is only to be used for notes backed by Electric Fund revenue. If the applicant plans to pledge additional revenue streams towards repayment, a supplemental application is also required.

Name and address of Issuer:		
Type of issuer (city, village, township):		
Issuer contact (name, title, phone number and email):		
Purpose of note issue:		
Amount of note issue:	Amount of new money:	Amount of refunding:
Taxable or tax-exempt? Choose option from drop down	Source of repayment / pledged revenue source? ELECTRIC FUND REVENUE	
Estimated Sale Date:	Estimated Issue/Closing Date:	Estimated Maturity Date:
Bond Counsel firm:	Bond Counsel Contact (name, phone number and email):	
Underwriter firm (if applicable):	Underwriter Contact (name, phone number and email):	
Financial Advisor firm (if applicable):	Financial Advisor Contact (name, phone number and email):	
Paying Agent:	Paying Agent Contact (name, phone number and email):	

For electronic submissions, please limit the total file size of all attachments to 20MB. The Treasurer’s Office cannot accept password-protected zip files. This application is subject to review by the Treasurer for consistency with program guidelines. Final approval of this application will be conditioned upon compliance with program requirements, including appropriate note authorization in a form and substance satisfactory to the Treasurer and execution of a Standby Note Purchase Agreement between and among the Treasurer, Issuer and a Paying Agent.

Due Diligence Questionnaire & Additional Information

The following questionnaire is required from the Issuer in connection with the Issuer's application for credit enhancement from the Treasurer of State's Ohio Market Access Program. Please provide responses to all questions listed below and provide the documentation as attachments in .pdf format. Questions may be directed to OMAP@tos.ohio.gov or (614) 466-7752.

Informational Questions

1. In the following table, list the chief executive officer, chief financial officer, and chief legal officer (or equivalents) along with each individuals' phone number and email address

Name	Title	Contact Information

2. Are there are any taxes or other assessments that fund the electric utility? If yes, please provide details on revenue source and the amount of revenue generated by that source in the most recent fiscal year.

3. Excluding the BANs that are the subject of this application, does the applicant plan to issue any new debt or apply for any loans within the next 12 months that are payable from electric utility revenue? If yes, please explain in detail.

Disclosure Questions

Additional space appears below to provide detailed answers to these five questions. Please submit additional pages if the provided space is insufficient.

1. Has the applicant experienced the failure of a public sale of bonds or BANs within the past three years? If yes, please explain in detail.

2. Are any officers or employees of the applicant under investigation for any negligent or fraudulent activity involving the applicant's financial matters? If yes, please describe in detail.

3. Is the applicant party to any pending litigation that may result in liabilities above and beyond any existing insurance coverage? If yes, please provide a summary of such litigation and provide the name and contact information of the primary attorney representing the issuer with respect to the litigation.

4. Has the applicant, at any time within the past five years, violated any covenants in any of its continuing disclosure agreements (regardless of the nature of the pledged revenue source)? If yes, please explain in detail.

5. Have there been any material changes to the applicant's financial or economic position since the end of the last fiscal year for which an audit has been provided? (bond issuance, refunding, change in tax base, etc.). If yes, please explain in detail.

6. Please disclose any other circumstance or situation which could reasonably affect the decision of a purchaser to purchase the subject obligations or that could reasonably be expected to affect the rate borne by such securities.

7.

Additional space to answer the Disclosure Questions appearing on this page:

Required Document Checklist

Please submit electronic or scanned copies of each of the following documents:

Included with application?	
Yes	No

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| 1. Signed OMAP application in which all questions are answered. | <input type="radio"/> | <input type="radio"/> |
| 2. The authorizing resolution for the note issuance with the required program language included. If the resolution has not yet to be authorized, please provide the most recent draft. | <input type="radio"/> | <input type="radio"/> |
| 3. A report from the Ohio Municipal Advisory Council for the planned note issuance. | <input type="radio"/> | <input type="radio"/> |
| 4. A copy of the most recent detailed monthly invoice that the electric utility received from its power provider(s) or joint action agency. | <input type="radio"/> | <input type="radio"/> |
| 5. Copies of all financial reports filed pursuant to R.C. § 117.38 that pertain to fiscal years for which the Auditor of State has not yet released an audit report. | <input type="radio"/> | <input type="radio"/> |
| 6. Most recent management letter issued to applicant by Auditor of State (these letters are not available for download on the AOS website). | <input type="radio"/> | <input type="radio"/> |
| 7. Reports issued within the past two years by credit ratings agencies that pertain to the applicant's electric revenue, general obligation or other debt. | <input type="radio"/> | <input type="radio"/> |
| 8. Please provide a summary of any capital and operating leases, or other material contract obligations, and a schedule of payments. | <input type="radio"/> | <input type="radio"/> |
| 9. Most recent draft of the Standby Note Purchase Agreement and the Bond Counsel Opinion for the note issuance. | <input type="radio"/> | <input type="radio"/> |

**** The application is not considered complete until all documents are attached and all questions answered ****

**** In addition to all the required documents set forth on this sheet, OMAP reserves the right to request that applicants provide additional documentation to facilitate review of the application. ****

Project Feasibility Study Checklist

Submit a project feasibility study or consulting engineer report that contains the following information:

Included with application?	
Yes	No

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| A. Number of residential, commercial, and industrial customers served by the utility (both inside and outside municipal limits); | <input type="radio"/> | <input type="radio"/> |
| B. Amount of annual revenue derived from sales to residential, commercial, and industrial customers (both inside and outside municipal limits); | <input type="radio"/> | <input type="radio"/> |
| C. The identity of the utility's five largest customers, including annual sales in both dollars and kWh; | <input type="radio"/> | <input type="radio"/> |
| D. Detailed description about the process that must be followed to implement a rate change and collect additional revenue (includes, but is not limited to: who decides on a rate increase, how often those individuals meet, the number of required readings for an ordinance, how long it would take for a new rate to become effective, and how long customers have to pay their bills); | <input type="radio"/> | <input type="radio"/> |
| E. Detailed description of any Power Cost Adjustment (PCA) assessed by the utility (includes, but is not limited to: how the PCA is calculated, how often the PCA can change, a timeline showing the various steps and number of days it would take for increased generation costs to be reflected in customer invoices); | <input type="radio"/> | <input type="radio"/> |
| F. Detailed descriptions of <u>each</u> of the utility's sources of electricity, including: | | |
| i. fuel source used to produce power (i.e., coal, natural gas, wind, solar); | <input type="radio"/> | <input type="radio"/> |
| ii. summary of contractual relationship between the applicant and generation source (i.e., take-or-pay, direct ownership, all requirements); | <input type="radio"/> | <input type="radio"/> |
| iii. the total amount of the plant's capacity (MW) designated for the applicant; | <input type="radio"/> | <input type="radio"/> |
| iv. the resource type from the perspective of the applicant (i.e., base load, intermediate, peaking, etc.) | <input type="radio"/> | <input type="radio"/> |
| G. Table showing the capacity of each of utility's power sources and how they sum to system capacity; peak demand; and planning reserve (all in MW); | <input type="radio"/> | <input type="radio"/> |
| H. Comparison of rates charged by applicant versus nearby investor-owned utility; | <input type="radio"/> | <input type="radio"/> |
| I. Financial statements for the electric utility with at least three years of historical data and three years of projected data. The statements should show the component portions of revenues, expenses, and debt service. | <input type="radio"/> | <input type="radio"/> |

**** The application is not considered complete until all documents are attached and all questions answered ****

**** In addition to all the required documents set forth on this sheet, OMAP reserves the right to request that applicants provide additional documentation to facilitate review of the application. ****

Certification

The undersigned hereby certifies on behalf of the Issuer that the foregoing information regarding the Issuer is true and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the facts and circumstances under which they were made, not misleading.

Additionally, the undersigned, on behalf of the Issuer, agrees to payment of all costs associated with participating in the program, including ratings fees and administrative fees as determined by the Treasurer.

Issuer:

Signature of Applicant:

X

Date:

Prepared By:

Preparer's phone and email:

Required Program Language for the Authorizing Resolution

The following two points must be included in the authorizing bond ordinance/resolution of any political subdivision intending to participate in the Ohio Market Access Program (the "Program") offered by the Treasurer of the State of Ohio (the "Treasurer of State").

1. Inclusion of language authorizing an after-maturity interest rate as established in the materials for that Program cycle.
2. The following language in a separate section of the bond ordinance/resolution:

Section [_]. Ohio Market Access Program

The Standby Note Purchase Agreement is hereby authorized in the form presented to the [BOARD/COUNCIL] with such changes not materially adverse to the Issuer as may be approved by the officers of the Issuer executing that Agreement. The Issuer acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the Issuer is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the Issuer, the Treasurer of State agrees (a) to purchase the Notes from the Holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the Issuer in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate of [RATE ESTABLISHED IN PROGRAM MATERIALS], maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the Issuer shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the Issuer, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes [within the ten-mill limitation imposed by law][unlimited as to amount or rate] on all property subject to ad valorem taxes levied by the Issuer and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code as amended to the same extent that interest on the Notes is so excluded.

Such officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for such an Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the Holders or beneficial owners of the existence of such Agreement and providing instructions to such Holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

3. If the bond ordinance/resolution includes the form of the Note, the following legend must be included on the face of the Note:

"The holder of this Note hereby consents to the registration of this Note in the name of the Treasurer of the State of Ohio (the "Treasurer") upon the receipt from the Treasurer of the full payment of principal and interest due at maturity on such Note on or before the date of maturity, provided that, in the case of a note held in a book-entry system by a depository, the interest of the Treasurer shall be noted in accordance with the procedures established by the Depository. In the case of an unregistered Note, such registration in the name of the Treasurer of State shall be demonstrated by a notation on the face of this Note of such transfer of ownership."

ORDINANCE 33-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE AND RECEIVE BIDS AND ENTER INTO AN AGREEMENT FOR THE WEST SIDE STORM SEWER PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to complete the West Side Storm Sewer Project; and

WHEREAS, the funding for this project is available from the State Route 29W TIF Fund.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise and receive bids to perform the necessary work to complete the West Side Storm Sewer Project.

SECTION TWO

THAT, the Board of Control be and is hereby authorized to award the bid to the lowest responsive and responsible bidder, and the Safety Service Director be and is hereby authorized to enter into necessary Agreements for the completion of the West Side Storm Sewer Project.

SECTION THREE

THAT, City Council hereby directs the Auditor to appropriate One Hundred Fifty-Five Thousand Dollars (\$155,000.00) into the State Route 29W TIF Expense (376.331.5560) from the unappropriated balance of the State Route 29W TIF Fund for funding of the West Side Storm Sewer Project.

SECTION FOUR

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the further reason that bids can be accepted to expedite the engineering and construction of the necessary improvements at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

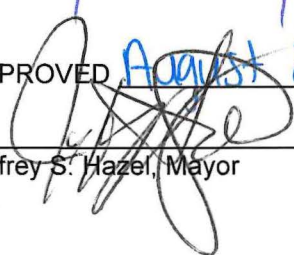
PASSED this 22 day of August, 2022

ATTEST:


Michael F. DiDonato, Clerk of Council


Jason D. King, President of Council

APPROVED August 22, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 34-22-O

AN ORDINANCE REPEALING AND REPLACING SECTION ONE OF ORDINANCE 26-22-O AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to repeal and replace Section One of Ordinance 26-22-O due to incorrect verbiage for the transfer of Three Thousand Three Hundred Dollars (\$3,300.00) from the General Fund to the Park Capital Fund for additional funding required for Change Order #1 the Lakeshore Park Basketball Court.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, "SECTION ONE" contained within Ordinance 26-22-O, which was passed on July 11, 2022, is hereby amended to read in its entirety as follows:

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **General Fund**:

Transfer Capital Projects (110.651.5910)	\$3,300.00
------------------------------------------	------------

Appropriate from unappropriated balance **Park Capital Fund**:

Park Capital Fund (362.224.5550)	\$3,300.00
----------------------------------	------------

SECTION TWO

THAT, the remaining provisions not modified herein contained within Ordinance 26-22-0 remain in full force and effect.

SECTION THREE

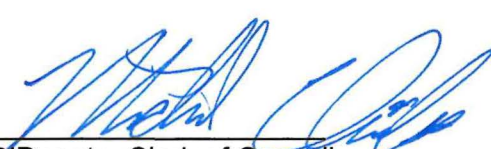
THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health safety, and welfare, such emergency arising out of the necessity to allow the transfer to occur at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed.

PASSED this 22 day of August, 2022



Jason D. King, President of Council

ATTEST:



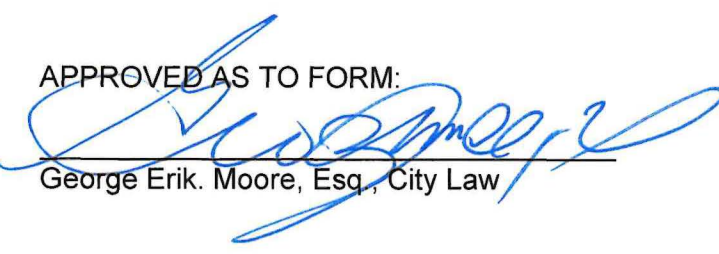
Michael F. DiDonato, Clerk of Council

APPROVED August 22, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law

ORDINANCE 35-22-O

AN ORDINANCE REPEALING AND REPLACING SECTION ONE OF ORDINANCE 29-22-O AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to repeal and replace Section One of Ordinance 29-22-O due to incorrect verbiage for the transfer from General Fund to the Park Capital Fund and Park and Recreation Fund.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, "SECTION ONE" contained within Ordinance 29-22-O, which was passed on July 25, 2022, is hereby amended to read in its entirety as follows:

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **Electric Fund**:

Elec Dist Contract Engineer Fees (661.622.5230) \$ 175,000.00

Appropriate from unappropriated balance **Park Capital Fund**:

Park Capital Fund (362.224.5550) \$ 88,530.00

Appropriate from unappropriated balance **Park and Recreation Fund**:

Pool Operation Expense (224.430.5490) \$ 10,000.00
Park Maint Tree Program (224.410.5420) \$ 1,500.00

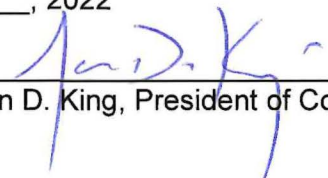
SECTION TWO

THAT, the remaining provisions not modified herein contained within Ordinance 29-22-0 remain in full force and effect.

SECTION THREE

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health safety, and welfare, such emergency arising out of the necessity to allow the transfer to occur at the earliest date possible. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed.

PASSED this 22 day of August, 2022



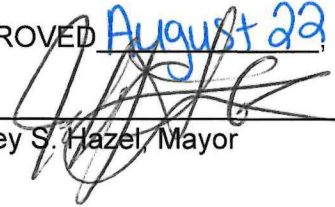
Jason D. King, President of Council

ATTEST:



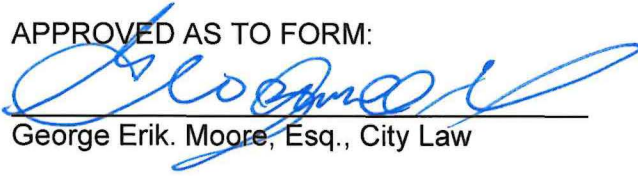
Michael F. DiDonato, Clerk of Council

APPROVED August 22, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law

ORDINANCE 36-22-O

**AN ORDINANCE ACCEPTING OPIOID SETTLEMENT FUNDS
AND DIRECTING PLACEMENT OF SUCH FUNDS IN A
SEPARATE FUND, AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance 39-21-O was adopted by the Council for the City of Celina on August 9, 2021 authorizing the Safety-Service Director to accept the Proposed Settlement (as defined in Ordinance 39-21-O) on behalf of the City of Celina pursuant to the OneOhio MOU (as defined in Ordinance 39-21-O), (a copy of which is on file with the Celina Law Director and Celina Administration); and

WHEREAS, the City has been notified by the Ohio Attorney General that the first payment of funds from the OneOhio Settlement with the opioid distributors McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation is being distributed to eligible local governments including the City of Celina; and

WHEREAS, the State Auditor has recommended that the City accept the Settlement Funds from the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation ("Settlement Funds") subject to the adoption of an Ordinance that the local government's share of the Ohio Settlement Funds be placed in a separate fund and be used only for the approved purposes as required by OneOhio MOU.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CELINA, STATE OF OHIO:

SECTION ONE

THAT, the City of Celina hereby agrees to accept the OneOhio Opioid Settlement Funds pursuant to the OneOhio MOU and that such Settlement Funds be placed in a separate fund called the OneOhio Opioid Settlement Fund and used only for the approved purposes required by the OneOhio MOU.

SECTION TWO

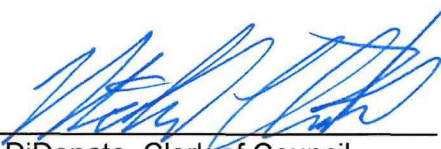
THAT, prior to expending any of the Settlement Funds in the OneOhio Opioid Settlement Fund the City official requesting use of such Settlement Funds shall provide a written explanation how the expenditure meets the approved purposes definition of the OneOhio MOU, City Council approval shall first be obtained, and that each expenditure be tracked and adequate documentation of the expenditure be maintained by the Auditor of the City of Celina.

SECTION THREE

THAT, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, and for the further reason that it is necessary to enact this Ordinance immediately in order to segregate the funds into a proper fund and provide for the expenditure of the funds in accordance with the OneOhio MOU. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

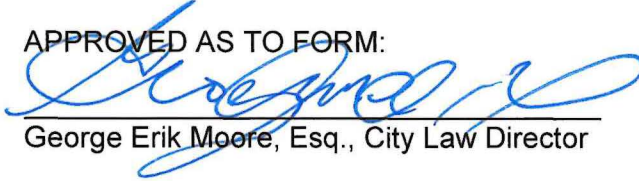
PASSED this 22 day of August, 2022

ATTEST:



Michael F. DiDonato, Clerk of Council

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



Jason D. King, President of Council

APPROVED August 22, 2022



Jeffrey S. Hazel, Mayor

ORDINANCE 37-22-O

AN ORDINANCE ALLOWING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR BRIDGE INSPECTION PROGRAM SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina has determined the need for Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspections reports if needed; and

WHEREAS, the City of Celina has two bridges affected, both on Lakeshore Drive.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, being in the public interest, the City of Celina, hereinafter referred to as the Local Public Agency (LPA), gives consent to the Ohio Department of Transportation, Director of Transportation, hereinafter referred to as ODOT, to complete the above described project.

SECTION TWO

THAT, the LPA shall cooperate with ODOT in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract attached hereto as Exhibit A, and fully incorporated herein.

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION THREE

THAT, the LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION FOUR


THAT, the Safety-Service Director is hereby empowered on behalf of the City of Celina to enter into contracts with ODOT, which is necessary to complete the above described project.

SECTION FIVE

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and out of the necessity to expedite the highway project and to promote

highway safety. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

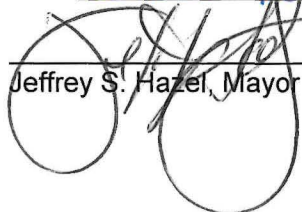
PASSED this 10th day of October, 2022



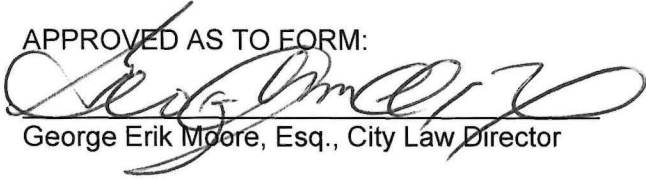
Jason D. King, President of Council

ATTEST: 

Michael F. DiDonato, Clerk of Council

APPROVED October 10, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

CERTIFICATE OF COPY
STATE OF OHIO

City of Celina, Mercer County, Ohio
(LPA)

I, Michael F. DiDonato as Council Clerk of the City of Celina, Mercer County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance 37-22-O adopted by the Legislative Authority of the said City of Celina on the 10th day of October, 2022.

THAT, the publication of such Ordinance 37-22-O has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Ordinance 37-22-O have been taken; and that such Ordinance -22-O and certificate of publication thereof are of record in Ordinance 37-22-O, Page n/a.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 10th day of October, 2022.

Michael F. DiDonato, Clerk of Council

(CITY SEAL)

City of Celina, Mercer County, Ohio (LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Celina, Mercer County, Ohio (LPA)

Attested: Kai Fy

[Signature]
(Contractual Agent)

Date 10-20-22

Attested: NA

For the State of Ohio

Jack Marchbanks
(Director, Ohio Department of Transportation)

Date 10/21/2022

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

**GENERAL ENGINEERING SERVICES
Central Office, Office of Structural Engineering
Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks in necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L <= 20'	20' < L <= 60'	60' < L <= 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

ORDINANCE 38-22-O

ORDINANCE AUTHORIZING THE CITY'S PARTICIPATION IN THE AMERICAN MUNICIPAL POWER, INC. ("AMP") "ON BEHALF OF" FINANCING PROGRAM AND THE EXECUTION OF A LOAN AGREEMENT AND PROMISSORY NOTE IN CONNECTION THEREWITH; AUTHORIZING THE CITY'S PARTICIPATION IN THE OHIO TREASURER OF STATE'S OHIO MARKET ACCESS PROGRAM AND AUTHORIZING THE PREPARATION AND FILING OF AN APPLICATION FOR THAT PROGRAM AND THE EXECUTION AND DELIVERY OF A STANDBY NOTE PURCHASE AGREEMENT IN CONNECTION THEREWITH, AND OTHER NECESSARY AND APPROPRIATE DOCUMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, American Municipal Power, Inc. ("AMP") and the City of Celina (the "City" or "Celina") wish to cooperate in connection with financing the cost of constructing a building at the City's North Street property to house equipment, vehicles and personnel for the City's electric utility and improvements related thereto (collectively, the "Project"); and

WHEREAS, the City wishes to have AMP issue notes on its behalf, and in order to obtain a more favorable interest rate on the notes, the City also wishes to participate in the Ohio Treasurer of State's Market Access Program (the "Program"); and

WHEREAS, a combination of these favorable interest rates and other market conditions, give rise to a present emergency affecting the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CELINA, STATE OF OHIO:

SECTION ONE

THAT, it is necessary to borrow the amount of not to exceed \$2,080,000 for the purpose of providing interim financing for the cost of constructing a building at the City's North Street property to house equipment, vehicles and personnel for the City's electric utility and improvements related thereto by installing the Project. Such amount shall be borrowed from AMP, shall be repayable solely from the net revenues of the City's municipal electric system and otherwise on the terms and conditions set forth in the Loan Agreement by and between the City and AMP (the "Loan Agreement") and Promissory Note from the City to AMP (the "Note") authorized in Section 4 hereof and attached hereto and made a part hereof.

SECTION TWO

THAT, the City's participation in the Program with respect to the Note is hereby authorized. The Mayor or his designee is authorized to prepare and file with the Treasurer an application for such Program.

SECTION THREE

THAT, the Standby Note Purchase Agreement required for participation in the Program is hereby authorized in substantially the form presented to the Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Agreement. The

City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Note, whether through its own funds or through the issuance of other obligations by AMP on behalf of the City, the Treasurer of State agrees (a) to purchase the Note from AMP at a price of par plus accrued interest to maturity or (b) to purchase a renewal note of the City, in a principal amount not greater than the principal amount of the Note plus interest due at maturity, with such renewal note bearing interest at a rate equal to the one-year benchmark on the Municipal Market Data (MMD) AAA scale plus 400 basis points on the date the City ordinance authorizing the renewal note is adopted, maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal note the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal note is the legal, valid and binding obligations of the City, and the principal of and interest on such renewal note, unless paid from other sources, are to be paid from the revenues of the City's electric utility system; and (ii) interest on the renewal note is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code as amended to the same extent that interest on the Note is so excluded.

The Mayor and/or his designees are authorized to take all actions that may in their judgment reasonably be necessary to provide for such an Agreement.

SECTION FOUR

THAT, the Mayor or his designee is authorized to execute and deliver, on behalf of the City, the Standby Note Purchase Agreement (Exhibit A), the Loan Agreement and the Note (Exhibit B), substantially in the form of the Standby Bond Purchase Agreement, Loan Agreement and Note on file with the Clerk of Council, and any other documents or certificates deemed to be necessary or desirable in connection with this transaction. The Note is issued by the City pursuant to Article 18, Section 12 of the Ohio Constitution and Section 133.15 of the Ohio Revised Code.

SECTION FIVE

THAT, the Loan Agreement and the Note shall grant to AMP a lien on the revenues of the City's municipal electric system, and the City covenants to take all necessary steps to establish such lien.

SECTION SIX

THAT, the City declares that it reasonably expects that funds expended on the Project which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance by AMP of its notes for the purpose of financing the Project, will be reimbursed with the proceeds of the AMP notes, in the maximum principal amount of \$2,080,000.


SECTION SEVEN

THAT, it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION EIGHT

THAT, this Ordinance is hereby declared to be an emergency measure for the immediately preservation of the public peace, health, safety and welfare of the inhabitants of the City for the reason that the Application, the Standby Note Purchase Agreement, the Loan Agreement and the Note must be executed at the earliest possible date in order assure favorable financing rates; therefore, this Ordinance shall take effect immediately upon its adoption and approval by the Mayor.


PASSED this 12 day of September, 2022



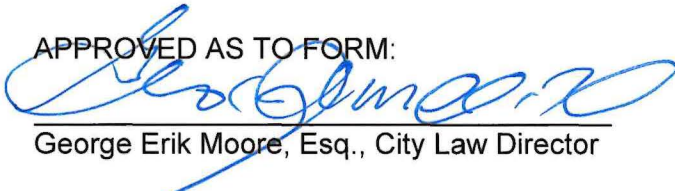
Jason D. King, President of Council

ATTEST: 

Michael F. DiDonato, Clerk of Council

APPROVED September 12, 2022


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

**STANDBY NOTE
PURCHASE AGREEMENT**

Dated as of October 1, 2022

among

THE TREASURER OF THE STATE OF OHIO
“Treasurer”

AMERICAN MUNICIPAL POWER, INC.
“AMP”

CITY OF CELINA, OHIO
“Borrower”

and

THE HUNTINGTON NATIONAL BANK
“Note Registrar”

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STANDBY NOTE PURCHASE AGREEMENT

THIS STANDBY NOTE PURCHASE AGREEMENT, entered into as of October 1, 2022 by and among the TREASURER OF THE STATE OF OHIO acting not individually but in his/her official capacity as an officer of the State (the “Treasurer”), AMERICAN MUNICIPAL POWER, INC. (“AMP”), CITY OF CELINA, OHIO (the “Borrower” or the “City”), and THE HUNTINGTON NATIONAL BANK (the “Note Registrar”);

WITNESSETH THAT:

WHEREAS, the Borrower and AMP entered into an Loan Agreement, dated as of October 1, 2022 (the “AMP Loan Agreement”); and

WHEREAS, pursuant to the AMP Loan Agreement, AMP has agreed to issue, on behalf of the Borrower, those certain \$2,080,000 Electric System Improvement Bond Anticipation Notes (City of Celina 2022 Project) dated October ___, 2022 (the “AMP Notes”) and to lend the proceeds from the sale of the AMP Notes to the Borrower (the “Loan”); and

WHEREAS, pursuant to the AMP Loan Agreement, the Borrower has agreed, among other things, to maintain its electric utility system, charge sufficient rates, pay the debt service on the AMP Notes and pay any fees and expenses due and owing to AMP; and

WHEREAS, the Loan is evidenced by a Promissory Note in the amount of \$2,080,000 and dated October ___, 2022, executed by the Borrower and delivered to AMP (the “Note”); and

WHEREAS, the Treasurer has accepted the Borrower into the Ohio Market Access Program (the “Program”) to provide further assurance to the Borrower, AMP and the holders of the AMP Notes that principal of and interest on the Note, and thus the principal and interest on the AMP Notes, will be fully paid on the Maturity Date of the AMP Notes; and

WHEREAS, to participate in the Program, the Borrower has requested that the Treasurer, under authority of Ohio Revised Code (ORC) Section 135.143(G), enter into this Agreement providing for (a) the purchase of the Note in the event there is not sufficient funds on deposit, by 9:00 o'clock a.m. Ohio time on the Maturity Date and in the appropriate account created with respect to the AMP Notes under the Note Registrar Agreement, to provide for the full payment of all amounts due on the AMP Notes on the Maturity Date (the “Unpaid Note”) or (b) the purchase of a renewal note of the Borrower, the proceeds of which will be applied to cause adequate funds for the payment at maturity of all principal and interest due thereon at maturity of the Note, to be deposited with the Note Registrar for payment of the principal of and interest on the AMP Notes on the Maturity Date (the “Renewal Note”); and

WHEREAS, the Borrower has represented to the Treasurer that the Note is in form and substance satisfactory to the Treasurer and includes provision for the required Renewal Note Rate or After Maturity Rate, as defined herein; and

WHEREAS, the Treasurer is authorized under ORC section 135.143(G) to enter into this Agreement with the Borrower to purchase the Note as an investment of interim funds of the State of Ohio; and

WHEREAS, the Note Registrar is made a party hereto at the direction of the Borrower and AMP in order to ensure adequate funds for the payment at maturity of all principal and interest due on the AMP Notes on the Maturity Date; and

WHEREAS, the parties wish to express herein the terms and conditions under which the Treasurer will purchase the Unpaid Note or a Renewal Note; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I.
CERTAIN DEFINED TERMS

SECTION 1.01 Definitions. As used in this Agreement the following terms shall have the following meanings:

“Agreement” means this Standby Note Purchase Agreement, as the same may be amended in writing, from time to time.

“After Maturity Rate” means, with respect to the Unpaid Note, the rate per annum set forth in the Borrower Legislation which, for purposes of this Agreement, is the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Borrower Legislation is authorized plus 400 basis points, or the highest rate as may then be permitted by law, whichever is lower.

“AMP” means AMP as set forth in the recitals.

“AMP Legislation” means, with respect to AMP, the resolution adopted on September 26, 2022 by the Governing Body authorizing, among other things, the issuance of its AMP Notes and the execution and delivery of this Agreement.

“AMP Loan Agreement” means the AMP Loan Agreement set forth in the recitals.

“AMP Notes” means the AMP Notes as set forth in the recitals.

“Borrower” means the Borrower as set forth in the recitals.

“Borrower Legislation” means the ordinance adopted on September 12, 2022, by the City Council of the Borrower authorizing, among other things, the participation in the Program and the execution and delivery of this Agreement.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks in Columbus, Ohio or New York, New York are required or authorized by law to remain closed.

“City Council” means the City Council of the Borrower.

“Closing Date” means the date of execution and delivery of the AMP Notes.

“Escrow Funds” means any funds required to be held in a segregated escrow fund on behalf of the Treasurer with the Note Registrar pursuant to Section 2.02(a) of this Agreement.

“Governing Body” means Board of Trustees of AMP.

“Gross Purchase Price” means with respect to the Note, 100% of the face amount of such Note, plus interest accrued to its Maturity Date.

“Loan” means the loan set forth in the recitals.

“Maturity Date” means October ___, 2023.

“Net Purchase Price” means, with respect to the Unpaid Note, the Gross Purchase Price less any amounts paid to the Treasurer relating to such Unpaid Note.

“Note Funding Date” means five (5) Business Days prior to the Maturity Date.

“Note Registrar” means the Note Registrar as set forth in the recitals.

“Note Registrar Agreement” means the agreement between AMP and the Note Registrar dated as of the date hereof.

“Note” means the Note of the Borrower identified in the recitals.

“Notification Date” means thirty (30) days prior to the Maturity Date.

“Potential Unpaid Note” means the Note for which the Borrower has not, by 1:00 o’clock p.m. Ohio time on the Note Funding Date (i) delivered sufficient funds to AMP to provide for the full payment of all amounts due on the AMP Notes on the Maturity Date or (ii) delivered to the Treasurer, AMP and Note Registrar a Renewal Certificate.

“Program” means the Ohio Market Access Program of the Treasurer.

“Program Materials” means the application to participate in the Program and related documents establishing the terms and conditions necessary to qualify for acceptance into the Program.

“Renewal Certificate” means a certificate stating that the Borrower has authorized a Renewal Note and has provided for the proceeds of such Renewal Note to be made available to retire the Note at or prior to maturity.

“Renewal Date” means any date, mutually agreed to by the Borrower and the Treasurer, at least one (1) Business Day prior to the Maturity Date.

“Renewal Note” has the meaning set forth in the recitals.

“Renewal Note Legislation” means, with respect to the Borrower, the resolution adopted by the City Council authorizing, among other things, the execution and delivery of the Renewal Note.

“Renewal Note Rate” means, with respect to any Renewal Note, the rate per annum set forth in the Borrower Legislation which, for purposes of this Agreement, is the one-year

benchmark on the Municipal Market Data (MMD) AAA scale on the date the Borrower Legislation is authorized plus 400 basis points, or the highest rate as may then be permitted by law, whichever is lower.

“Tax-exempt” shall mean, with respect to an obligation, that interest thereon is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

“Treasurer” means the Treasurer of the State of Ohio.

“Unpaid Note” has the meaning set forth in the recitals.

SECTION 1.02 Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 1.03 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

SECTION 1.04 Legend. The Note contemplated pursuant to this Agreement shall have the following legend included on its face:

“AMP hereby consents to the transfer of ownership of this Note to the Treasurer of the State of Ohio (the “Treasurer”) upon the receipt from the Treasurer of the full payment of the principal of and interest on such Note on or before the Maturity Date of the AMP Notes, as demonstrated by a notation on the face of this Note of such transfer of ownership.”

ARTICLE II. PURCHASE OF RENEWAL OR UNPAID NOTES

SECTION 2.01 Obligation to Purchase Renewal Note.

(a) On the Notification Date, the Note Registrar shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer, AMP and the Borrower in a form and substance substantially similar to Exhibit A hereof.

(b) Not later than 3:00 o’clock p.m. Ohio time on the Note Funding Date, the Note Registrar shall deliver written notice by electronic means to the Treasurer, AMP and the Borrower of the existence of a Potential Unpaid Note in a form and substance substantially similar to Exhibit B hereof. Upon receiving such notice, the Borrower shall take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 hereof, to authorize, execute, and deliver or cause to be delivered a Renewal Note to the Treasurer on the Renewal Date.

(c) The Treasurer's obligation to purchase a Renewal Note, as set forth in this Agreement, is unconditional and irrevocable, provided that (i) such obligation shall be limited to an obligation to purchase the Renewal Note by the liquidity fund of the State treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12), (ii) the Renewal Note has been validly authorized, executed and delivered pursuant to Section 3.03 hereof and (iii) the conditions in Section 3.04 have been satisfied. The Treasurer's obligation to purchase a Renewal Note does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.02 Obligation to Purchase Unpaid Note.

(a) The Treasurer shall cause the Gross Purchase Price of any Potential Unpaid Note to be delivered to the Note Registrar by wire transfer not later than 11:00 o'clock a.m. Ohio time on the Renewal Date and the Note Registrar shall promptly confirm receipt of such funds by facsimile or electronic transmission to the Treasurer and shall hold the funds uninvested in a segregated escrow fund held on behalf of the Treasurer (the "Escrow Funds").

(b) On the Maturity Date, if the Borrower has not deposited the Gross Purchase Price of the Note with AMP for delivery to the Note Registrar by 9:00 o'clock a.m. Ohio time, the Note Registrar shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer, AMP and the Borrower in a form and substance substantially similar to Exhibit C hereof, and the Treasurer shall be obligated to purchase the Unpaid Note at the Gross Purchase Price thereof. The Note Registrar shall apply the Escrow Funds to pay the principal amount of and interest due on the AMP Notes on the Maturity Date. Upon such payment, AMP shall transfer ownership of the Unpaid Note to the Treasurer and make the appropriate notation on the face of the Unpaid Note pursuant to its terms and Section 1.04 hereto. If the Escrow Funds are not required under this Section 2.02(b), they shall be wired to the Treasurer's account within one (1) Business Day.

(c) The Treasurer's obligation to purchase the Unpaid Note, as set forth in this Agreement, is unconditional and irrevocable, provided that such obligation shall be limited to an obligation to purchase the Unpaid Note by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12). The Treasurer's obligation to purchase the Unpaid Note does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.03 Required Actions Following Purchase of Unpaid Note. Following purchase of the Unpaid Note by the Treasurer pursuant to Section 2.02:

(a) The Unpaid Note shall bear interest from and after the Maturity Date at the After Maturity Rate, until paid in full, as expressed on the face of the Note. AMP and the Borrower shall use their best efforts to make full and prompt payment of all amounts due on the Unpaid Note, but solely from the same sources that the Borrower will make payments to AMP pursuant to the AMP Loan Agreement. Payments made on the Unpaid Note shall be accounted for by the Treasurer until the Treasurer shall have received payment in an amount equal to the Net Purchase Price for the Unpaid Note plus interest on the entire principal balance thereof calculated at the After Maturity Rate, from the Maturity Date to the date of payment.

(b) Upon satisfaction of the terms of Section 2.02 herein and delivery of the Unpaid Note by AMP to the Treasurer at the address provided pursuant to Section 4.01 herein, the obligations of the Note Registrar under this Agreement shall be deemed satisfied in full.

SECTION 2.04 Remedies. The Treasurer shall have such remedies as are specified in the Note and as are available under applicable law, including but not limited to ORC Section 321.35, for collection of unpaid amounts.

Upon receipt of payment in full of all amounts due with respect to the Unpaid Note, the Treasurer shall cancel the Unpaid Note, and return the Unpaid Note marked "Paid in Full," to the Borrower.

SECTION 2.05 Fees. The Treasurer shall receive no compensation for services provided under this Agreement. Standard & Poor's Global Ratings will charge a fee in the amount of Two Thousand Dollars (\$2,000) for rating the Note. The fees shall be due and payable by AMP, on behalf of the Borrower pursuant to the terms of the AMP Loan Agreement on the Closing Date.

ARTICLE III. TERMS OF PURCHASE OF RENEWAL NOTES

In the event that the Treasurer purchases a Renewal Note of the Borrower pursuant to Section 2.01(b) hereof, the Treasurer, AMP and the Borrower agree as follows, in consideration of their mutual covenants and agreements:

SECTION 3.01 Terms of the Renewal Note. Upon the terms and conditions and upon the basis of the representations set forth herein, the Treasurer hereby agrees to purchase from the Borrower, and the Borrower hereby agrees to sell to the Treasurer the Renewal Note at the Gross Purchase Price. The Renewal Note shall (a) bear interest (computed on the basis of a 365- or 366-day year, as applicable) at the Renewal Note Rate, payable at maturity as set forth in the Renewal Note, (b) be dated as of the Renewal Date, and, (c) unless alternate terms are authorized by written consent of the Treasurer, shall be in a principal amount not in excess of (i) the Gross Purchase Price of the Note or (ii) 100% of the par amount of the Renewal Note. The Renewal Note shall mature not more than one year after the Renewal Date and shall be prepayable at any time with thirty (30) days written notice in compliance with Section 4.01 herein to the Treasurer at a price of par plus accrued interest to the date of prepayment.

SECTION 3.02 Representations and Warranties. The Borrower makes the following representations, warranties, covenants and agreements with the Treasurer:

(a) The Borrower is and will be at the Closing Date, a duly organized and existing political subdivision of the State of Ohio, with full power and authority to adopt the Borrower Legislation, enter into the AMP Loan Agreement and to carry out all of its obligations thereunder;

(b) The Borrower is and will be at the Closing Date, duly organized and existing under and by virtue of the laws of the State of Ohio and has full power and authority thereunder and under the Borrower Legislation and the Renewal Note Legislation: (i) to sell and deliver the Note to AMP; (ii) sell and deliver the Renewal Note to the Treasurer as provided in Article III herein

and (ii) to carry out and consummate all transactions contemplated by this Agreement and the Note;

(c) When delivered to and paid for by the Treasurer on the Renewal Date in accordance with the provisions hereof, the Renewal Note will have been duly authorized, executed, and delivered and will constitute a legal, valid and binding obligation of the Borrower payable from the same sources as the Note authorized under the Borrower Legislation;

(d) The execution and delivery of the Renewal Note, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, will not (i) violate the laws of the State of Ohio, or any existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Borrower is bound, or (ii) conflict with, result in a breach of, or constitute a default under any existing resolution, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Borrower is a party or by which the Borrower may be bound;

(e) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Borrower, which in any way questions the powers of the Borrower referred to in paragraph (a) above or the powers of the Borrower referred to in paragraph (b) above, or the validity of any proceedings taken by the Borrower in connection with the Note, or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement, the Note, the Renewal Note or the documents signed or to be signed by the Borrower in connection with the Note or the Renewal Note;

(f) The Borrower has (i) duly authorized and approved the execution and delivery of, and the performance by the Borrower of the obligations contained in, the Note, and (ii) prior to its execution, the Borrower shall have duly authorized and approved the execution and delivery of, and the performance by the Borrower of the obligations contained in, the Renewal Note; and

(g) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the Note have been obtained.

SECTION 3.03 Delivery of the Renewal Note. No later than 9:00 o'clock a.m. Ohio time on the Renewal Date, or such earlier time as the Borrower and the Treasurer shall mutually agree upon, (a) the Borrower will deliver or cause to be delivered to the Treasurer at such place as the Borrower and the Treasurer may mutually agree upon, the Renewal Note in definitive form, duly executed by the Borrower; and (b) the Treasurer will wire or cause to be delivered to an account designated by the Borrower, the purchase price of the Renewal Note, in immediately available funds, or such other funds or method of payment as may be mutually agreed upon by the Borrower and the Treasurer; provided that such purchase price shall be no more than the Gross Purchase Price of the Note unless the Treasurer shall agree in writing otherwise.

SECTION 3.04 Conditions to Closing. The Treasurer has entered into this Agreement in reliance upon AMP and the Borrower's representations and agreements herein and the performance by AMP and the Borrower of their respective obligations hereunder, both as of

the date hereof and as of the Renewal Date. The Treasurer's obligations under Section 2.01 and Article III of this Agreement are and shall be subject to the following further conditions (any or all of which may be waived by the Treasurer in its discretion):

(a) At the Renewal Date, the Borrower shall have duly passed and there shall be in full force and effect such legislation as, in the opinion of a nationally recognized bond counsel, shall be necessary in connection with the transactions contemplated hereby;

(b) The Treasurer shall have the right to cancel its obligation under Section 2.01(b) and Article III herein to purchase the Renewal Note if any of the documents, certificates or opinions to be delivered to the Treasurer hereunder is not delivered on the Renewal Date, or if, between the date hereof and the Renewal Date, legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Renewal Date, or a decision of a court of the United States shall be rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the execution, sale and delivery of the Renewal Note, or any other obligations of any similar public body of the general character of the Borrower, is in violation of the Securities Act of 1933, as amended, or with the purpose or effect of otherwise prohibiting the execution, sale or delivery of the Renewal Note as contemplated hereby or of obligations of the general character of the Renewal Note; and

(c) On the Renewal Date, the Treasurer shall receive the following documents:

(1) One executed or certified copy of the Renewal Note Legislation;

(2) A certificate, dated as of the Renewal Date, duly executed by the fiscal officer of the Borrower to the effect that there are no pending, or to their knowledge, threatened legal proceedings which will materially adversely affect the transactions contemplated hereby or the validity or enforceability of the Renewal Note;

(3) One original transcript of all proceedings relating to the authorization and execution of the Renewal Note; and

(4) An opinion of nationally recognized bond counsel dated the Renewal Date stating that the Renewal Note has been validly issued, interest is excluded from gross income for federal income tax purposes, and the Renewal Note is exempted from registration under the 1933 Act, to the same extent that interest on the Note is so excluded; and

(5) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Treasurer or its counsel may reasonably request to evidence compliance by the Borrower with legal requirements relating to the execution and delivery of the Renewal Note, the truth and accuracy, as of the Renewal Date, of all representations herein contained and the due performance or satisfaction by the Borrower at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated hereunder.

If the Borrower shall be unable to satisfy the conditions to the Treasurer's obligations contained in this Article III, the Treasurer's obligations under Section 2.01 shall be terminated and the Treasurer's obligations under Section 2.02 shall be effected.

ARTICLE IV.
MISCELLANEOUS

SECTION 4.01 Notices. Except as otherwise specified in this Agreement, all notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written form and shall be given to the party to whom sent, addressed to it, at its address, telephone, facsimile number or similar electronic means set forth below or such other address, telephone, facsimile number or similar electronic means as such party may hereafter specify for the purpose by notice to the other parties set forth below. Each such notice, request or communication shall be effective (i) if given by telephone, facsimile or similar electronic means, when such communication is transmitted to the address specified below and any appropriate answer back is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by any other means, when delivered at the address specified below:

- (a) if to the Treasurer:
Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department
Telephone No.: (614) 466-3511
Facsimile No.: (614) 466-2499
OMAP@tos.ohio.gov and Investments@tos.ohio.gov

- (b) if to AMP:
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Attention: Senior Vice President of Finance and Chief Financial Officer
Telephone No.: (614) 540-1111
Facsimile No.: (614) 540-1078
msteckman@amppartners.org

- (c) if to the Borrower:
City of Celina, Ohio
225 North Main Street
Celina, Ohio 45822
Attention: Mayor
Telephone No.: (419) 586-6464
celinamayor@celinaohio.org

(d) if to the Note Registrar:
The Huntington National Bank
525 Vine Street, 14th Floor
Cincinnati, Ohio 45202
Attention: Rachel Nathe
Telephone No.: (513) 639-8349
rachel.s.nathe@huntington.com

or (iv) in any of the foregoing cases, at such other address, telephone, facsimile number or similar electronic means as the addressee may hereafter specify for the purpose in a notice to the other party.

SECTION 4.02 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio.

SECTION 4.03 Note Registrar. The Note Registrar shall be entitled to the same protections in so acting under this Agreement as it has in acting as Note Registrar under the Note Registrar Agreement. The Note Registrar's obligations under this Agreement shall be deemed satisfied in full upon satisfaction of the conditions in Section 2.03(b) herein.

SECTION 4.04 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

SECTION 4.05 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity or enforceability or non-authorization of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

SECTION 4.06 Business Days. If any payment under this Agreement shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

SECTION 4.07 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Page Immediately Follows]

[Signature Page to the Standby Note Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their respective duly authorized officers as of the date hereof.

TREASURER OF STATE OF OHIO
"Treasurer"

By: _____
Name: _____
Title: _____

AMERICAN MUNICIPAL POWER, INC.
"AMP"

By: _____
Name: _____
Title: _____

CITY OF CELINA, OHIO
"Borrower"

By: Brooke Shinn
Name: Brooke Shinn
Title: Auditor

THE HUNTINGTON NATIONAL BANK
"Note Registrar"

By: _____
Name: _____
Title: _____

EXHIBIT A
Form of Notification Date Notice

[Notification Date]

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Attention: Senior Vice President of Finance and Chief Financial Officer

City of Celina, Ohio
225 North Main Street
Celina, Ohio 45822
Attention: Mayor

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Note

This notice is related to the Note enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), as defined in the Standby Note Purchase Agreement dated as of October 1, 2022 (the "Agreement") among the Treasurer of the State of Ohio (the "Treasurer"), American Municipal Power, Inc. ("AMP"), City of Celina, Ohio (the "Borrower") and The Huntington National Bank (the "Note Registrar").

Pursuant to the Agreement, the Borrower is required to satisfy the following requirements no later than October __, 2023:

(1) Deposit with the Note Registrar sufficient funds for full payment of all amounts due on the AMP Notes on October __, 2023; or

(2) Deliver to the Treasurer and Note Registrar a certificate stating that the Borrower has authorized a renewal note or bond and has entered into a purchase agreement whereby such note or bond will be purchased and the proceeds thereof will be made available to retire the AMP Notes at or prior to October __, 2023.

If there are any questions about satisfying the above referenced requirements, please contact the office of the Treasurer as soon as possible.

THE HUNTINGTON NATIONAL BANK

By: _____

Name: _____

Title: _____

EXHIBIT B
Form of Potential Unpaid Note Notice

[Note Funding Date]

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Attention: Senior Vice President of Finance and Chief Financial Officer

City of Celina, Ohio
225 North Main Street
Celina, Ohio 45822
Attention: Mayor

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Note

This notice is related to the Note enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), as defined in the Standby Note Purchase Agreement dated as of October 1, 2022 (the "Agreement") among the Treasurer of the State of Ohio (the "Treasurer"), American Municipal Power, Inc. ("AMP"), City of Celina, Ohio (the "Borrower") and The Huntington National Bank (the "Note Registrar").

The Borrower has failed to either deposit with the Note Registrar sufficient funds to provide for full payment of all amounts due on the AMP Notes on October ___, 2023 or deliver to the Treasurer and Note Registrar a Renewal Certificate.

Pursuant to the Agreement, the Borrower is required to take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 of the Agreement, to authorize, execute and deliver or cause to be delivered a Renewal Note to the Treasurer on the Renewal Date.

Please contact the office of the Treasurer immediately.

THE HUNTINGTON NATIONAL BANK

By: _____

Name: _____

Title: _____

EXHIBIT C
Form of Maturity Date Notice

[Maturity Date]

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Attention: Senior Vice President of Finance and Chief Financial Officer

City of Celina, Ohio
225 North Main Street
Celina, Ohio 45822
Attention: Mayor

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Note

This notice is related to the Note enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), as defined in the Standby Note Purchase Agreement dated as of October 1, 2022 (the "Agreement") among the Treasurer of the State of Ohio (the "Treasurer"), American Municipal Power, Inc. ("AMP"), City of Celina, Ohio (the "Borrower") and The Huntington National Bank (the "Note Registrar").

The Borrower has failed to deliver to AMP for deposit with the Note Registrar sufficient funds for full payment of all amounts due on the Note on the date hereof.

Funds of the Treasurer have been applied to purchase the Note, ownership of the Note has been transferred by AMP to the Treasurer, the appropriate notation has been made on the face of the Note to reflect this transfer of ownership, and the Note will bear interest at [After Maturity Rate] and will be payable to the Treasurer.

Please contact the office of the Treasurer immediately.

THE HUNTINGTON NATIONAL BANK

By: _____

Name: _____

Title: _____

LOAN AGREEMENT

Between

CITY OF CELINA, OHIO

and

AMERICAN MUNICIPAL POWER, INC.

\$2,080,000

**ELECTRIC SYSTEM IMPROVEMENT
BOND ANTICIPATION NOTES
(CITY OF CELINA 2022 PROJECT)**

Dated as of October 1, 2022

LOAN AGREEMENT

This Loan Agreement (the "Agreement") is between the City of Celina, Ohio ("Celina" or the "City"), a City and political subdivision of the State of Ohio, whose address is 225 North Main Street, Celina, Ohio 45822 and American Municipal Power, Inc. ("AMP"), a corporation not for profit organized and existing under the laws of the State of Ohio, whose address is 1111 Schrock Road, Suite 100, Columbus, Ohio 43229. It is dated as of the 1st of October, 2022.

I. RECITALS

A. Celina has the power to enter into this transaction pursuant to the provisions of Article XVIII, Sections 3 and 4 of the Ohio Constitution, and the applicable provisions of the Ohio Revised Code. AMP has the power to enter into this transaction pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

B. Celina wishes to finance the cost of constructing a building at the City's North Street property to house equipment, vehicles and personnel for the City's electric utility and improvements related thereto (collectively, the "Project"), and in order to secure that financing, to grant to AMP a claim on the revenues of its municipal electric system.

C. AMP is willing to assist Celina in financing the Project. This Agreement contains the terms and conditions by which such assistance is provided.

D. Celina also wishes to avail itself of the Ohio Treasurer of State's Market Access Program in order to obtain a favorable interest rate on the notes.

II. TERMS OF LOAN

A. AMP will, upon the terms and conditions of this Agreement, lend to Celina the amount of Two Million Eighty Thousand Dollars (\$2,080,000), payable upon the closing of the sale of the Notes described below. This loan shall be evidenced by a promissory note (the "Celina Note"), in substantially the form attached to this Agreement as *Schedule A*, executed and delivered by Celina to AMP concurrently with the execution and delivery of this Agreement.

Celina agrees to pay or prepay, but only from the revenues of its electric system (the "System"), the loan made by AMP on the terms as provided below, together with interest thereon equal to the rate of interest on the AMP's Electric System Improvement Bond Anticipation Notes (City of Celina 2022 Project) (the "AMP Notes"), or on notes issued to refund the AMP Notes, or on the AMP Member Electric System Improvement Bonds (the "Bonds"), all to be issued by AMP, in anticipation of which Bonds the AMP Notes are issued. Interest is due and payable at maturity of the AMP Notes and any refunding notes.

So long as the AMP Notes or refunding notes are outstanding, ninety (90) days prior to the maturity thereof, Celina agrees to notify AMP of (i) the amount, if any, of the principal Celina intends to retire and the source of funds for such payment and (ii) the amount, if any, of the refunding notes that Celina requests that AMP issue to refinance the maturing principal of the

AMP Notes or refunding notes. Upon receipt of such request, AMP agrees to use its best efforts to refinance, as requested by Celina, the specified unpaid principal of the AMP Notes or refunding notes on or before their maturity; provided, however, that if AMP is unable to obtain a commitment from a lender or lenders to purchase or place the refunding notes, it shall give Celina thirty (30) days' notice, and Celina shall pay to AMP all amounts necessary ("Payments") to retire the outstanding AMP Notes or refunding notes at their maturity. On each maturity date of the AMP Notes or any refunding notes, Celina will also pay to AMP, in addition to the interest then payable, a minimum amount of principal, determined by AMP, to be equal to the amount of principal which would be due in the corresponding year on a hypothetical 20-year loan made on the fifth anniversary date of the issuance of the AMP Notes, in the principal amount of such Notes on such fifth anniversary date, and bearing interest at the rate borne by the refunding notes then to be issued, assuming annual compounding and level debt service.

Notwithstanding the foregoing, Payments by Celina shall be due on the same dates and in the same amounts as principal and interest are payable by AMP on the AMP Notes (or notes refunding the AMP Notes). Celina shall be entitled to a credit against amounts due under this paragraph for any amounts previously paid to AMP pursuant to the payment provisions hereof and not already applied by AMP in payment of principal of and interest on the AMP Notes (or notes refunding the AMP Notes) and to the amount of principal of the outstanding AMP Notes or refunding notes to the extent that the same shall be refinanced by AMP with proceeds of refunding notes or Bonds.

B. One hundred twenty (120) days prior to the maturity of the AMP Notes or refunding notes then outstanding, Celina may notify AMP of (i) the amount, if any, of the principal Celina intends to retire and the source of funds for such payment and (ii) the amount of Bonds that Celina requests that AMP issue to refinance the maturing principal of the AMP Notes or refunding notes. Upon receipt of such request, AMP agrees to use its best efforts to issue Bonds, as requested by Celina, to refinance the specified unpaid principal of the AMP Notes or refunding notes on or before their maturity, and this Loan Agreement shall be amended to reflect the obligation of Celina to make Payments in amounts and on dates sufficient to amortize the Bonds; provided, however, that if AMP is unable to obtain a commitment from a lender or lenders to purchase or place the Bonds, it shall give Celina ninety (90) days' notice, and Celina shall pay to AMP all amounts necessary to retire the outstanding AMP Notes or refunding notes at their maturity.

C. The obligation of Celina to make payments on the Promissory Note from the revenues of its municipal electric system shall be absolute and unconditional without defense or set-off by reason of any default by AMP under this Agreement or under any other agreement between Celina and AMP for any other reason, including without limitation, failure of Celina to complete construction and installation of the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial impracticability or frustration of purpose, any loss of the proceeds of the AMP Notes or Bonds or on any investment thereof, or failure of AMP to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, it being the intention of the parties that the payments required hereunder will be paid in full when due without any delay or diminution whatsoever, but solely from the revenues of the System. Nothing herein or in the Promissory Note contained shall obligate the City to make payment from any other

sources and neither the general resources nor credit of the City is pledged for the payment of the City's obligation hereunder or as evidenced by the Promissory Note.

D. The proceeds from the sale of the AMP Notes shall be deposited by AMP in a special fund (the "Project Fund") to be held by AMP and invested at the sole direction of AMP. Promptly after the submission (which may be by e-mail or fax) by Celina to AMP of a payment requisition, in substantially the form attached to this Agreement as *Schedule B*, for payment of Project costs, AMP will approve and process for payment such requisition. AMP will direct investments of moneys in the Project Fund. Earnings from investment of the Project Fund shall be credited to the electric fund of Celina.

E. The City represents that it will cause the Project to commence promptly after it receives the Loan proceeds from AMP and will use its best efforts to cause the Project to be completed within three (3) years from the date of this Loan Agreement.

F. AMP will establish a debt service account for the purpose of collecting and depositing principal and interest payments from Celina. Any interest earnings on this account will be deposited in AMP's general fund.

G. The final maturity date of Bonds issued by AMP pursuant to this Agreement shall be not later than December 31, 2047.

III. REPRESENTATIONS AND WARRANTIES

Each of the parties to this Agreement represents to the other that:

1. it has full power and authority to enter into the transactions described herein;
2. it has full power and authority to execute and deliver this Agreement and to perform the obligations as contemplated herein;
3. it has duly authorized the execution of this Agreement;
4. each of this Agreement and, in the case of Celina, the Promissory Note, is a valid and binding obligation of each of the parties thereto and enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect from time to time affecting the enforceability of creditors' rights generally or by general principles of equity;
5. there are no pending or threatened legal proceedings which would affect its ability to enter into this Agreement or perform the obligations described hereunder; and
6. it will use the proceeds of the loan made to it under this Agreement only to finance the Project.

IV. COVENANTS

A. Future Debt Issuances. If Celina issues or incurs additional debt which is secured by the revenues of its electric system, it will take such steps as are necessary in structuring such future issues to assure that no lien on such revenues is superior to AMP's rights under this Agreement. Nothing in this paragraph is intended to prevent the issuance of debt which has a parity or subordinate claim on electric system revenues.

B. Insurance; Casualty; Eminent Domain. Celina will keep or cause to be kept the Project and the System insured by a hazard insurance policy in an amount not less than the face amount of the AMP Notes or Bonds with AMP named as loss payee. In the event of failure to obtain such insurance by Celina, AMP may obtain such insurance and the costs thereof shall be due and payable immediately, or on demand, at the option of AMP, and shall be secured by this Agreement. If the Project or any part thereof is condemned under any power of eminent domain, or if the Project or any part thereof is damaged or destroyed, the damages, proceeds and consideration for the acquisition, damage or destruction shall be applied by Celina in payment of any sums secured by this Agreement, or to the restoration or replacement of any damaged property, without in any way affecting the obligation of Celina for payment of any sums now or hereafter secured hereby.

C. Maintenance and Repair. Celina shall keep and maintain or cause to be kept and maintained in good repair and condition the System and shall not permit or commit waste of the Project or the System.

D. Protection of the Project. Celina shall pay or cause to be paid on demand such expenses and fees as may be incurred by AMP in the protection of the Project and the maintenance of the lien of this Agreement. Such expenses and fees shall be secured by this Agreement.

E. Costs of Issuance; Administrative Fee. Celina shall pay AMP's costs of issuing its AMP Notes and Bonds, including but not limited to any taxes paid by AMP as a result of the issuance or repayment thereof, and including an annual AMP administrative fee as set by the AMP Board of Directors. Said administrative fee shall be adjusted from time to time in an amount determined by AMP.

F. Special Covenants. Celina represents and agrees that:

1. It will provide to AMP its quarterly Electric Fund financial statements no later than 45 days following the last day of each calendar quarter.

2. It will provide to AMP its annual Electric Fund financial statements (which shall be audited statements in years in which an audit is performed) no later than 270 days following December 31 of each year.

3. It will set and maintain rates and power clause adjustment factors, and will regulate expenses, for its Electric System such that for each year the excess of revenues over operating and maintenance expenses is at least 110% of principal and interest cost on all of its debt (including the debt evidenced by this Agreement)

relating to its Electric System. Principal and interest cost on the debt evidenced by this Agreement shall be calculated for any year by using the actual amount of principal paid for that year plus the actual amount of interest paid for that year. Notwithstanding the foregoing, if Celina is obliged by any trust indentures to maintain a coverage ratio greater than 110%, it shall comply with the provisions of such indentures so long as they remain in effect.

If Celina fails to meet the above tests for any fiscal year, it must notify AMP and immediately employ an engineer or independent rate consultant knowledgeable about the operation of municipal electric systems and rate studies applicable thereto to prepare a written report containing recommendations for rates and charges of the System and improvements or changes in the operation of the System in order to bring Celina back into compliance. The report and recommendations must be filed with AMP. Celina must implement the recommendations of the engineer within ninety (90) days of receipt of the report.

4. It will maintain at all times, beginning November 1, 2022, as working capital for its electric operating fund, cash in the amount of at least one-half (1/2) of the previous year's electric system operating and maintenance expenses less the cost of generation plus purchased power, as shown on the electric system's financial statements (which shall be audited statements in years in which an audit is performed); provided Celina has in place a power cost adjustment which fully recovers the cost of generation and purchased power. Should Celina cease to utilize a purchased power cost adjustment, the working capital requirement calculation shall include at least one-half (1/2) of the previous year's electric system operating and maintenance expenses including the cost of generation and purchased power to determine the cash requirement to be maintained by Celina. If in any year working capital falls below the amount required by this paragraph, Celina shall restore its working capital to the level required by this paragraph by the end of the calendar year in which noncompliance occurs. Celina will recover all power expenses either through base rates or its Power Cost Adjustment.

5. It will pay all invoices due to AMP within the terms and conditions of payment of such invoices.

V. DEFAULT; REMEDIES

A. Default; Remedies. In the event of default in the payment of any of the sum or sums now or hereafter secured hereby, or in the performance of any of the covenants and conditions of this Agreement; or in the event Celina shall for any reason be rendered incapable of fulfilling its obligations hereunder; or final judgment for the payment of money shall be rendered against Celina which adversely affects its ownership, control or operation of the Project or the System, and any such judgment shall not be discharged within sixty (60) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which, or pursuant to which, such judgment shall have been granted, or entered, in such manner as to stay the execution of or levy under, such judgment, order, decree, or process or the enforcement thereof;

or any proceeding shall be instituted with the consent or acquiescence of Celina for the purpose of effecting a composition between Celina and its creditors, or for the purpose of adjusting the claims of such creditors pursuant to any Federal or State statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Project or the System; or if (a) Celina is adjudged insolvent by a court of competent jurisdiction which assumes jurisdiction of the Project or the System, or (b) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of Celina, a receiver or trustee of Celina or of the whole or any part of the Project or the System and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or if Celina shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, which would place jurisdiction of the Project or the System in other than Celina; then at the sole option of AMP, by a notice in writing to Celina, and in addition to any other right or remedy which AMP may now or hereafter have by law, AMP shall have the right and power to apply for the appointment of a receiver of rents, income and profits of the Project or the System received or receivable by Celina as a matter of right and as security for the amounts due AMP without consideration of the value of the Project or the System, or the solvency of any person or persons liable for the payment of such amounts, the rents, income and profits of the Project and the System received or receivable by Celina being hereby assigned by Celina to AMP as security for payment of the sum or sums now or hereafter secured hereby.

Anything in the foregoing to the contrary notwithstanding, if at any time before the entry of final judgment or decree in any suit, action or proceeding instituted by AMP on account of default as defined above, or before the completion of the enforcement of any other remedy under this Agreement, Celina shall pay the principal of all sum or sums now or hereafter secured hereby, then payable by their stated terms, whether by maturity or prior redemption, and all arrears of interest, if any, upon said sums then outstanding (except the principal of any Notes or Bonds not then due by their terms and the interest accrued on such Notes or Bonds since the last interest payment date) and the charges, compensation, expenses, disbursements, advances and liabilities of AMP, and all other amounts then payable by Celina hereunder, and every other default of which AMP has notice shall have been remedied to the satisfaction of AMP, then and in every such case AMP shall rescind and annul the declaration of default and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

B. Indulgence or Waiver. In the event AMP grants an extension of time on any payments of the sums secured by this Agreement; takes other or additional security for the payment thereof; or waives or fails to exercise any right granted herein, said act or omission shall not release Celina, its successors or assigns, under any covenant of this Agreement, nor preclude AMP from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

VI. MISCELLANEOUS

A. Ohio Market Access Program. Celina wishes to avail itself of the Ohio Treasurer's Market Access Program in order to obtain a favorable interest rate for the AMP Notes, and may

do so going forward for its refunding notes. In connection therewith, Celina acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event Celina is unable to repay the principal amount and accrued and unpaid interest of the AMP Notes issued by AMP on the City's behalf as set forth in the AMP Loan Agreement at their maturity, whether through its own funds or through the issuance of other obligations by AMP on behalf of Celina, the Treasurer of State agrees (a) to purchase the Celina Notes from AMP (who shall utilize such funds to pay the holders of the AMP Notes) or (b) to purchase a renewal note of Celina, in a principal amount not greater than the principal amount of the AMP Notes then outstanding, plus interest due at maturity, with such renewal note bearing interest at a rate equal to the one-year benchmark on the Municipal Market Data (MMD) AAA scale plus 400 basis points on the date the Celina resolution or ordinance authorizing the renewal note is adopted, maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal note the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal note is the legal, valid and binding obligations of the City, and the principal of and interest on such renewal note, unless paid from other sources, are to be paid from the revenues of the City's electric utility system as set forth in the AMP Loan Agreement and (ii) interest on the renewal note is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code as amended to the same extent that interest on the AMP Notes is so excluded.

B. Severability. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions or clauses of this Agreement which can be given effect without the conflicting provision or clause, and to this end the provisions and clauses of this Agreement are declared to be severable.

C. Notice. All notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly given if sent by United States first class, certified or registered mail, by electronic transmission or by personal service to the addresses for Celina and AMP set forth at the beginning of this Agreement, or at such other addresses as the parties shall from time to time designate by written notice as required herein.

D. Miscellaneous. This Agreement may not be modified, amended or terminated orally, and may be modified, amended or terminated only as provided herein or with the written consents of both parties hereto. This Agreement inures to the benefit of AMP, its successors and assigns and it is binding upon Celina, its successors and assigns. The stated termination date for this Agreement is December 31, 2047, or the payment in full of the AMP Notes or refunding notes and the Bonds, whichever shall first occur.

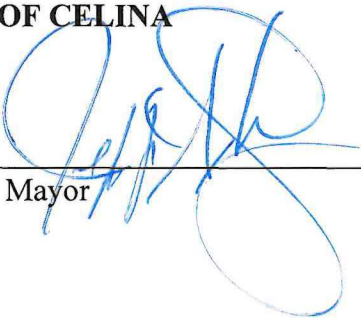
Now if Celina shall perform the foregoing covenants and conditions, this Agreement shall become void and shall be released by AMP, at the cost and expense of Celina; otherwise this Agreement is to be in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by AMP and Celina, by their duly authorized officers, as of this 1st of October, 2022.

AMERICAN MUNICIPAL POWER, INC.

By: _____
Title: Senior Vice President of Finance and Chief
Financial Officer

CITY OF CELINA

By:  _____
Title: Mayor

This instrument prepared by:

Thomas A. Wilson, Esq.
DINSMORE & SHOHL LLP
191 W. Nationwide Boulevard, Suite 200
Columbus, Ohio 43215

26060463

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County, personally appeared the above named Marcy J. Steckman, known to me to be the Senior Vice President of Finance and Chief Financial Officer of American Municipal Power, Inc., a corporation not for profit, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said corporation as authorized by the Board of Trustees of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus, Ohio this ____ day of October, 2022.

Notary Public

My commission expires:

[NOTARY SEAL]

STATE OF OHIO)
) SS:
COUNTY OF MERCER)

Before me, a Notary Public in and for said County, personally appeared the above named Jeffrey Hazel, known to me to be the Mayor of the City of Celina, a municipal corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said municipal corporation as authorized by the Council of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Celina, Ohio this 16th day of September, 2022.



KARI FOX
Notary Public
State of Ohio
My Comm. Expires
October 10, 2026

Kari Fox
Notary Public

My commission expires:

[NOTARY SEAL]

SCHEDULE A

[FORM OF PROMISSORY NOTE]

CITY OF CELINA

PROMISSORY NOTE
(Special Obligation)

\$2,080,000

September 16, 2022

The **City of Celina** (the "City"), a municipal corporation, for value received, promises to pay to **American Municipal Power, Inc.** ("AMP"), an Ohio non-profit corporation, but solely from the net revenues of the City's electric system, the original principal sum of **\$2,080,000** on the terms as provided below, and to pay interest thereon from the date hereof until the payment of said principal sum has been made or provided for at a rate at all times equal to the same interest rate on, and on the same date as, the payments of principal and interest are due on the AMP Electric System Improvement Bond Anticipation Notes (City of Celina 2022 Project) (the "AMP Notes") dated of even date herewith, or on notes issued to refund the AMP Notes, or on the Electric System Improvement Bonds (the "Bonds") in anticipation of which the AMP Notes are issued. More particularly, on the maturity dates of the AMP Notes or refunding notes Celina will pay to AMP all interest due on the AMP Notes or refunding notes plus an amount of principal determined pursuant to the terms and provisions of the Loan Agreement (the "Agreement") bearing the same date as this Note between the City and AMP relating to the financing of the cost of constructing a building at the City's North State Street property to house equipment, vehicles and personnel for the City's electric utility and improvements related thereto (collectively, the "Project"), and AMP will use its best efforts to refinance the remaining principal of the AMP Notes or refunding notes; provided, however, that if AMP is unable to refinance the AMP Notes or refunding notes, it shall give Celina thirty (30) days' notice of such inability, and Celina shall pay to AMP all amounts necessary to retire the AMP Notes or refunding notes at maturity. In the event Bonds are issued, Celina will pay to AMP all installments of principal and interest on the Bonds on or before the dates on which such installments become due. AMP may surrender this Note to the party paying the final installment hereunder.

Notwithstanding the above provisions regarding the payment of principal and interest, the City shall be entitled to a credit against amounts due under this paragraph for any amounts previously paid to AMP pursuant to the payment provisions hereof and not theretofore applied by AMP in payment of principal of and interest on the AMP Notes (or notes refunding the AMP Notes) or Bonds.

Interest hereon shall be calculated on a 360 day per year, 30-day month basis. The outstanding principal amount remaining to be paid on this Note shall be as noted on Exhibit A attached hereto and made a part hereof.

This Note is secured by the Agreement. The obligation of the City to make payments on this Note from the revenues of its electric system shall be absolute and unconditional without

defense or set-off by reason of any default by AMP under the Agreement or under any other agreement between the City and AMP for any other reason, including without limitation, failure of the City to complete acquisition of the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial impracticability or frustration of purpose, any loss of the proceeds of the Notes, refunding notes or Bonds or on any investment thereof, or failure of AMP to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Agreement, it being the intention of the parties that the payments required hereunder will be paid in full when due from the revenues of the City's electric system without any delay or diminution whatsoever.

Reference is made to the Agreement for provisions regarding events of default and remedies.

In any year in which the City is participating in the Treasurer of the State of Ohio's (the "Treasurer") Market Access Program, the Treasurer shall be obligated to take such action as set forth in the applicable Standby Note Purchase Agreement.

AMP hereby consents to the transfer of ownership of this Note to the Treasurer upon receipt from the Treasurer of the full payment of the principal of and interest on or before the Maturity Date of the AMP Notes, as demonstrated by a notation on the face of this Note of such transfer of ownership.

IN WITNESS WHEREOF, the City has executed this Promissory Note as of the date first above written.

CITY OF CELINA, OHIO

By: Brooke Shinn
Title: Auditor

26060463

EXHIBIT A

Outstanding Principal Amount

<u>Principal Amount</u>	<u>Date Due</u>	<u>Date Paid*</u>
\$ _____	_____, 2023	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

To be completed and initialed by AMP representative.

SCHEDULE B
FORM OF
REQUISITION REQUEST OF CELINA

Pursuant to Section II.D. of the Loan Agreement (the "Agreement") between the City of Celina, Ohio, ("Celina"), and American Municipal Power, Inc. ("AMP") dated as of October 1, 2022, the undersigned authorized representative of Celina hereby requests and authorizes AMP to pay to the Borrower or to the person(s) listed on the Disbursement Schedule attached hereto out of the moneys deposited in the Project Fund established under the Agreement the aggregate sum of \$2,080,000 to pay such person(s) or to reimburse Celina in full, as indicated in the Disbursement Schedule, for advances, payments and expenditures made by it in connection with the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Agreement and none of those items has formed the basis for any disbursement heretofore made from the Project Fund;

(b) Each such item is or was necessary in connection with acquiring the Project, as defined in the Agreement;

(c) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to AMP for its actions taken pursuant hereto;

(d) This statement constitutes the approval of Celina of each disbursement hereby requested and authorized.

IN WITNESS WHEREOF, Celina, through its duly authorized representative, has executed this Requisition Request as of the 16th day of September, 2022.

CITY OF CELINA

By Brook Shinn

Its: Auditor

REVIEWED AND APPROVED BY AMP:
AMERICAN MUNICIPAL POWER, INC.

By: _____

Title: _____

Date: _____

ORDINANCE 39-22-O

AN ORDINANCE APPROPRIATING FUNDS AND AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE 56-21-0 AS THE SEVENTH SUPPLEMENT TO THE 2022 ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to appropriate One Hundred Thousand Dollars (\$100,000.00) from the unencumbered balance in the Water System Operation Fund for the emergency repairs of GAC transfer pump #4, the replenishment of chemical supplies, and additional funds needed to finish the year as a result of higher than anticipated price increases; and

WHEREAS, it is necessary to appropriate Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) from the unencumbered balance in the Street Improvement Capital Project Fund for Access Engineering fees associated with the reconstruction of North Ash Street and North Walnut Street; and

WHEREAS, the budgeted appropriation for legal advertising is insufficient to cover obligations and anticipated expenditures, and a change to the appropriation needs approved by Council to rebalance this account.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **Water System Operation Fund:**

Water Plant Equipment (663.631.5272)	\$ 40,000.00
Water Plant Operating Supplies/Expense (663.631.5330)	\$ 60,000.00

Appropriate from unappropriated balance **Street Improvement Capital Project Fund:**

Street Improvement Capital Project (321.221.5550)	\$ 225,000.00
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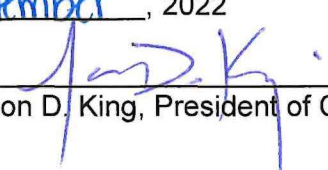
Appropriate from unappropriated balance **General Fund:**

Legal Advertising (110.111.5250)	\$ 4,000.00
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SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12 day of September, 2022



Jason D. King, President of Council

ATTEST:



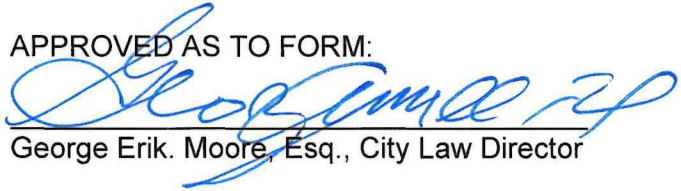
Michael F. DiDonato, Clerk of Council

APPROVED September 12, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 40-22-O

AN ORDINANCE ACCEPTING ADDITIONAL DONATIONS MADE IN MEMORY OF DARRELL WILLRATH TO THE CELINA FIRE DEPARTMENT TO PURCHASE A LITHIUM BATTERY FIRE BLANKET, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Fire Department Volunteers and Patricia A. LeCompte have contributed monetary donations totaling Two Hundred Fifty Dollars (\$250.00) in memory of retired Firefighter Darrell Willrath to the Celina Fire Department. These donations, combined with the donations made in Ordinance 30-22-O, make a total memorial donation of One Thousand Two Hundred Thirty-Five Dollars (\$1,235.00) and are to be used towards the purchase of a lithium battery fire blanket with an estimated cost of Three Thousand Five Hundred Dollars (\$3,500.00), including shipping.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Celina City Council gratefully acknowledges and accepts the monetary donations totaling Two Hundred Fifty Dollars (\$250.00) from the Celina Fire Department Volunteers and Patricia A. LeCompte to the Celina Fire Department.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate an additional Two Thousand Two Hundred Sixty-five Dollars (\$2,265.00) from the unappropriated balance of the Fire Capital Fund (360.221.5550) account for the purchase of a lithium battery fire blanket.

SECTION THREE

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, such emergency arising out of the necessity to proceed with depositing the donation checks at the earliest date possible. Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12 day of September, 2022

ATTEST:

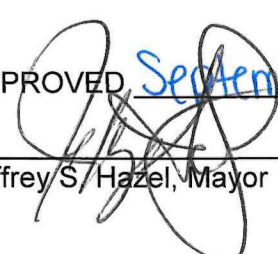


Michael F. DiDonato, Clerk of Council



Jason D. King, President of Council

APPROVED September 12, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 41-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE AND RECEIVE BIDS FOR THE NORTH ASH STREET RECONSTRUCTION PROJECT, NORTH WALNUT STREET RECONSTRUCTION PROJECT, EAST FAYETTE STREET RECONSTRUCTION PROJECT, SOUTHWEST QUADRANT WATERLINE REPLACEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to reconstruct North Ash Street, North Walnut Street, and East Fayette Street; and

WHEREAS, the City of Celina desires to replace waterlines in the Southwest Quadrant.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise and receive bids to perform the necessary work to complete the North Ash Street Reconstruction Project, North Walnut Street Reconstruction Project, East Fayette Street Reconstruction Project and Southwest Quadrant Waterline Replacement.

SECTION TWO

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the further reason that advertisement and bids can be accepted at the earliest date possible to receive the best possible bids. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 26th day of September, 2022

Jason D. King
Jason D. King, President of Council

ATTEST:
Michael F. DiDonato
Michael F. DiDonato, Clerk of Council

APPROVED September 26, 2022
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:
George Erik Moore
George Erik Moore, Esq., City Law Director

ORDINANCE 42-22-O

AN ORDINANCE ACCEPTING A DONATION FROM THE CELINA 2022 MID-SUMMER CLASSIC BASEBALL AND SOFTBALL TOURNAMENT TO THE CELINA RECREATION DEPARTMENT TO BE USED TO PURCHASE THREE 7'x7' SOCK NET SCREENS, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina 2022 Mid-Summer Classic Baseball and Softball Tournament, ran by William and Michelle Rockwell, has generously offered a monetary donation of One Thousand One Hundred Thirty-Seven Dollars (\$1,137.00) to the Celina Recreation Department to be used to purchase three 7'x7' Sock Net Screens (\$379.00 each) for baseball and softball hitting practices.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Celina City Council gratefully acknowledges and accepts the donation of One Thousand One Hundred Thirty-Seven Dollars (\$1,137.00) from the Celina 2022 Mid-Summer Classic Baseball and Softball Tournament to the Celina Recreation Department.

SECTION TWO

THAT, the Celina City Council hereby directs the Auditor to appropriate One Thousand One Hundred Thirty-Seven Dollars (\$1,137.00) from the unappropriated balance of the Park/Recreation Fund into the Park Rec Sports Program (224.422.5490) account.

SECTION THREE

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, such emergency arising out of the necessity to proceed with depositing the donation check at the earliest date possible. Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 24th day of October, 2022

ATTEST: 

Michael F. DiDonato, Clerk of Council

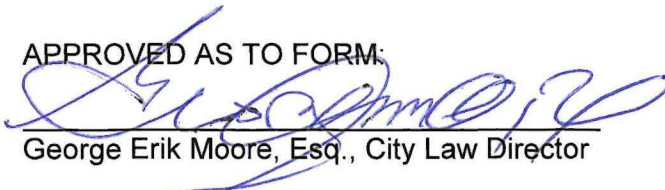


Jason D. King, President of Council

APPROVED October 24, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 43-22-O

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO SIGN A PARTNERSHIP AGREEMENT WITH MERCER COUNTY TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT FOR STORM SEWER IMPROVEMENTS ON THE WEST SIDE OF CELINA.

WHEREAS, on March 11, 2021, the American Rescue Plan Act "Act" was signed into law by the President of the United States; Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 authorized the Department of the Treasury to make payments to metropolitan cities, non-entitlement units of local government, and counties from the Coronavirus State and Local Fiscal Recovery Funds. Celina and Mercer County are among the recipients; and

WHEREAS, Celina and Mercer County are agreeable to obligating and expending a portion of such funds to make West Side Storm Sewer Improvements. The infrastructure improvements are further described as the extension of a storm sewer from near the intersection of Myer Road and S.R. 29 to a point just south of the southeast corner of the large woods on Fairground property in West Jefferson Township (hereinafter called "Project"); and

WHEREAS, pursuant to the US Treasury guidelines, this Project is an eligible use for State and local Fiscal Recovery Funds (SLFRF); and

WHEREAS, both parties have the authority to enter into such cooperative intergovernmental agreements under the authority of Section 307.15 of the Ohio Revised Code and in accordance with the US Treasury guidelines; and

WHEREAS, said Agreement is attached hereto as Exhibit A which is fully incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

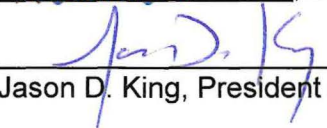
SECTION ONE

THAT, the City of Celina be and is hereby authorizes the Safety Service Director to enter into an Inter-Governmental Agreement for Storm Sewer Improvements on the West Side of Celina with Mercer County, in a form substantially similar to the Agreement attached hereto as Exhibit A which is fully incorporated herein by reference.

SECTION TWO

NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 14th day of November, 2022



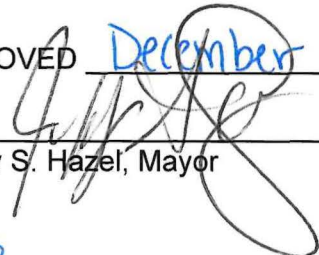
Jason D. King, President of Council

ATTEST:




Michael F. DiDonato, Clerk of Council

APPROVED December 14, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

INTER-GOVERNMENTAL AGREEMENT
For the West Side Storm Sewer Improvements

This Agreement is made this 22nd day of November, 2022, by and between the City of Celina, Ohio located at 225 N. Main Street, Celina, Ohio 45822 hereinafter called "Celina", and the Board of County Commissioners, located at 220 West Livingston St., Room A201, Celina, Ohio 45822, hereinafter called "Mercer County" for storm sewer improvements on the west side of Celina.

WHEREAS, on March 11, 2021, the American Rescue Plan Act "Act" was signed into law by the President of the United States; Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 authorized the Department of the Treasury to make payments to metropolitan cities, non-entitlement units of local government, and counties from the Coronavirus State and Local Fiscal Recovery Funds. Celina and Mercer County are among the recipients.

WHEREAS, Celina and Mercer County are agreeable to obligating and expending a portion of such funds to make West Side Storm Sewer Improvements. The infrastructure improvements are further described as the extension of a storm sewer from near the intersection of Meyer Road and S.R. 29 to a point just south of the southeast corner of the large woods on the Fairground property in West Jefferson Township (hereinafter called "Project"); and

WHEREAS, pursuant to the US Treasury guidelines, this Project is an eligible use for State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, both parties have the authority to enter into such cooperative intergovernmental agreements under the authority of Section 307.15 of the Ohio Revised Code and in accordance with the US Treasury guidelines;

NOW THEREFORE, in consideration of the premises and the mutual representations and obligations contained herein, the parties hereto agree to the following:

Section 1. FUNDING/RESPONSIBILITIES

a. Celina will contribute SLFRF in an amount proportionate to the amount of their benefit by the Project not to exceed an aggregate of \$500,000 (the maximum).

By December 31, 2022, Celina will undertake the completion of a Phase 1 Project that involves the installation of approximately 280' of storm sewer lines and one manhole located within the corporation limit. The cost of this portion (Phase 1) of the Project will be borne by Celina and applied to the aggregate maximum.

Upon the completion of Phase 1, Celina shall provide written documentation to Mercer County of the total cost paid.

b. Mercer County will undertake the completion of the infrastructure improvements defined hereinabove as Project. Mercer County shall be the responsible party for administering and otherwise managing all phases of the Project, including but not limited to, the provision of engineering, design, competitively bid, construction, fiscal, and record keeping.

c. SLFRF will be used by Celina and Mercer County to cover the construction cost of the Project. After

Section 9. BINDING EFFECT. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment, their respective successors, and assigns.

In Witness Whereof, the said parties have hereunto set their hands and seals and have executed this agreement in duplicate the day and year first above written.

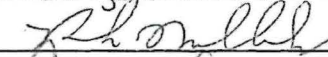
CITY OF CELINA

BOARD OF MERCER
COUNTY COMMISSIONERS (Owner)

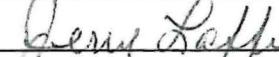
By: 



Printed Name: Thomas Hitchcock



Title: SAFETY SERVICE DIRECTOR



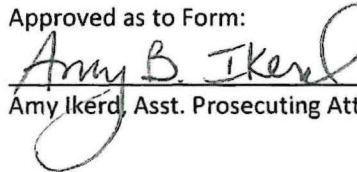
Dated: 12-15-22

Dated: 11/22/2022

Ordinance # 43-22-0

Resolution # 22-1077

Approved as to Form:


Amy Ikerd, Asst. Prosecuting Attorney

Date: NOVEMBER 22, 2022

In the: THE MERCER COUNTY COMMISSIONERS APPROVING INTERGOVERNMENT
matter of: GOVERNMENT AGREEMENT WITH THE CITY OF CELINA FOR STORM SEWER
IMPROVEMENTS IN WEST JEFFERSON TOWNSHIP

The Board of County Commissioners of Mercer County, Ohio met in regular session on the 22nd day of November, 2022, at the Office of the Mercer County Commissioners with the following members present: Mr. Jerry Laffin, Dr. Greg Homan, and Mr. Rick Muhlenkamp. Also, present was Mrs. Kim Everman, Administrator/Clerk of the Board.

Mr. Muhlenkamp moved the adoption of the following:

RESOLUTION # 22-1077

WHEREAS, pursuant to Resolution #22-1076 dated November 22, 2022, the Board approved the West Side Storm Sewer Project as an eligible expenditure under the American Rescue Plan Local Fiscal Recovery Funds; and

WHEREAS, this is a joint project with the City of Celina; Celina and Mercer County are agreeable to obligating and expending a portion of such funds to make West Side Storm Sewer Improvements. The infrastructure improvements are further described as the extension of a storm sewer from near the intersection of Meyer Road and S.R. 29 to a point just south of the southeast corner of the large woods on the Fairground property in West Jefferson Township (hereinafter called "Project"); and

WHEREAS, it is necessary to enter into an Inter-governmental Agreement to define the funding and responsibilities of Mercer County and the City of Celina; to that extent, the Board of Mercer County Commissioners is in receipt of an Inter-Governmental Agreement for the West Side Storm Sewer Improvements;

WHEREAS, the Board has reviewed said Agreement; pertinent provisions are as follows:

FUNDING/RESPONSIBILITIES 1a. Celina will contribute SLFRF in an amount proportionate to the amount of their benefit by the Project not to exceed an aggregate of \$500,000 (the maximum).

By December 31, 2022, Celina will undertake the completion of a Phase 1 Project that involves the installation of approximately 280' of storm sewer lines and one manhole located within the corporation limit. The cost of this portion (Phase 1) of the Project will be borne by Celina and applied to the aggregate maximum.

Upon the completion of Phase 1, Celina shall provide written documentation to Mercer County of the total cost paid.

1b. Mercer County will undertake the completion of the infrastructure improvements defined hereinabove as Project. Mercer County shall be the responsible party for administering and otherwise managing all phases of the Project, including but not limited to, the provision of engineering, design, competitively bid, construction, fiscal, and record keeping.

Section 2. OWNERSHIP/MAINTENANCE. Ownership and maintenance will be defined by the corporation limits. Mercer County shall continue to be the owner of the storm sewer lines in the unincorporated area. Specifically, the lines located north of Mud Pike to the north connection.

Celina shall continue to be the owner of the storm sewer lines within the corporation line. Specifically, the storm sewer lines south of Mud Pike back to existing point on S.R. 29 that lies within the City of Celina.

Section 3. TERM. This Agreement shall commence when last executed by all parties and will automatically conclude upon the completion of the West Side Storm Improvements Project and all reports have been submitted and other requirements fulfilled pursuant to the US Treasury guidelines.

NOW, THEREFORE BE IT RESOLVED, the Board of Mercer County Commissioners hereby agree to the terms of the Intergovernmental Agreement with the City of Celina for the West Side Storm Sewer Project and authorizes the execution thereof on this 22nd day of November, 2022.

Mr. Laffin seconded the motion and the roll being called upon its adoption the vote resulted as follows:
Mr. Muhlenkamp, Yes; Mr. Laffin, Yes; Dr. Homan, Yes;

ATTEST:


Administrator/Clerk of the Board

cc: Sanitary Eng.; ARP File; Celina

ORDINANCE 44-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO SUBMIT AN ANNEXATION PETITION TO THE MERCER COUNTY COMMISSIONERS FOR TWO (2) CERTAIN TRACTS OF REAL PROPERTY AT/NEAR WEST BANK ROAD.

WHEREAS, The State of Ohio is the owner of two (2) certain tracts of real property contiguous to the boundaries of the City of Celina, Ohio, collectively referred to herein as the "real property," and more particularly described as follows:

- Tax Number 26-054400.0000
- Map Number 08-12-476-004

Consisting of 35.404 acres and identified as owned by the State of Ohio and the State of Ohio Department of Natural Resources, and is depicted and identified as Tract 1 and Tract 2 in the "Exhibit A" to the attached "Consent to Annexation" (which Consent is attached hereto and fully-incorporated herein by reference, and which is labeled as "Exhibit 1"); and

WHEREAS, pursuant to Ohio Revised Code § 709.16, a Municipal Corporation may petition the Board of County Commissioners to annex contiguous territory owned by the State of Ohio; and

WHEREAS, the said real property qualifies for the City of Celina to petition the Board of County Commissioners to annex the same; and

WHEREAS, the City of Celina desires that said real property be annexed into the City limits of the City of Celina; and

WHEREAS, to seek this annexation, the City of Celina must pass, by a vote of not less than a majority of the members elected to the legislative authority, an ordinance authorizing the annexation to be made and directing someone to be named in the ordinance to prosecute the proceedings necessary to effect it, pursuant to Ohio Revised Code § 709.14.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

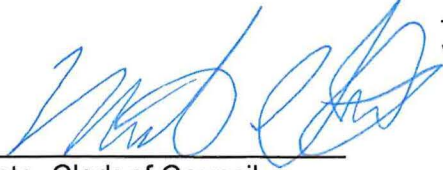
THAT, the Safety-Service Director and/or Law Director be and are hereby authorized to take any and all necessary actions to accomplish the annexation of the said real property contemplated herein, including to execute and submit an annexation petition for aforesaid real property to the Mercer County Commissioners under Ohio Revised Code Chapter 709.

SECTION TWO

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28th day of November, 2022

ATTEST:

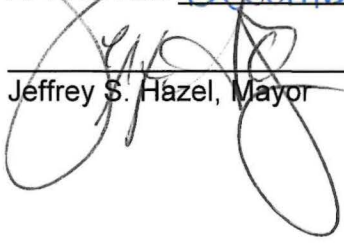


Michael F. DiDonato, Clerk of Council



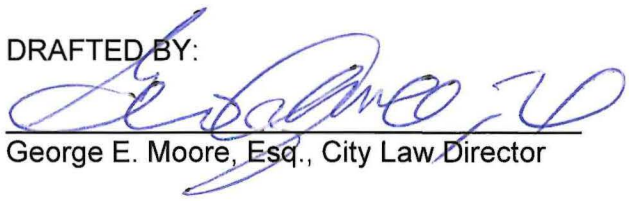
Jason D. King, President of Council

APPROVED December 28, 2022



Jeffrey S. Hazel, Mayor

DRAFTED BY:



George E. Moore, Esq., City Law Director

Celina

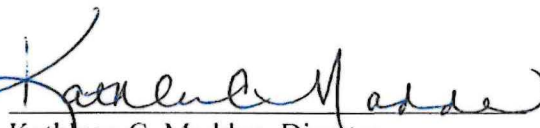
CONSENT TO ANNEXATION

The State of Ohio, on behalf of the Ohio Department of Natural Resources ("ODNR"), by and through the Department of Administrative Services ("DAS"), pursuant to Ohio Revised Code Section 709.16(D), hereby grants its consent to the City of Celina and to the Mercer County Board of County Commissioners, to allow certain of its property that is located in the Township of Jefferson, Mercer County, Ohio and that is included within the legal description set forth in Exhibit A, attached hereto and incorporated herein (the "ODNR Property"), to be annexed to the City of Celina, Ohio. The ODNR Property, containing a total of approximately 35.404 acres and identified as owned by the State of Ohio and the State of Ohio Department of Natural Resources, is depicted in Exhibit A as Tract 1 and Tract 2. The State of Ohio, on behalf of ODNR, by and through DAS, acknowledges that the Annexation Petition to be filed by the City of Celina, Ohio with the Mercer County Board of County Commissioners is pursuant to the provisions contained in Ohio Revised Code Section 709.16.

The State of Ohio, on behalf of ODNR, by and through DAS, further acknowledges that an accurate map of the property is attached to this Consent and that the only territory to be annexed is contiguous property owned by the State of Ohio.

The State of Ohio, on behalf of ODNR, by and through DAS, further authorizes the City of Celina to file this Consent and the Petition for Annexation of the Property described and depicted in Exhibit A with the Mercer County Board of County Commissioners.

State of Ohio
Department of Administrative Services

By: 
Kathleen C. Madden, Director

Date: 10/3/22

EXHIBIT A

PLAT OF ANNEXATION TO THE CITY OF CELINA SOUTHEAST QUARTER SECTION 1, SOUTHWEST QUARTER SECTION 6 & EAST HALF SECTION 12, TOWN 6 SOUTH, RANGE 2 EAST JEFFERSON TOWNSHIP, MERCER COUNTY, OHIO

CURVE DATA:

CURVE 3

DELTA ANGLE = 01° 04' 00"
RADIUS = 3844.83'
ARC LENGTH = 71.58'
CHORD LENGTH = 71.58'
CHORD BEARING = N25°04'25"E

CURVE 4

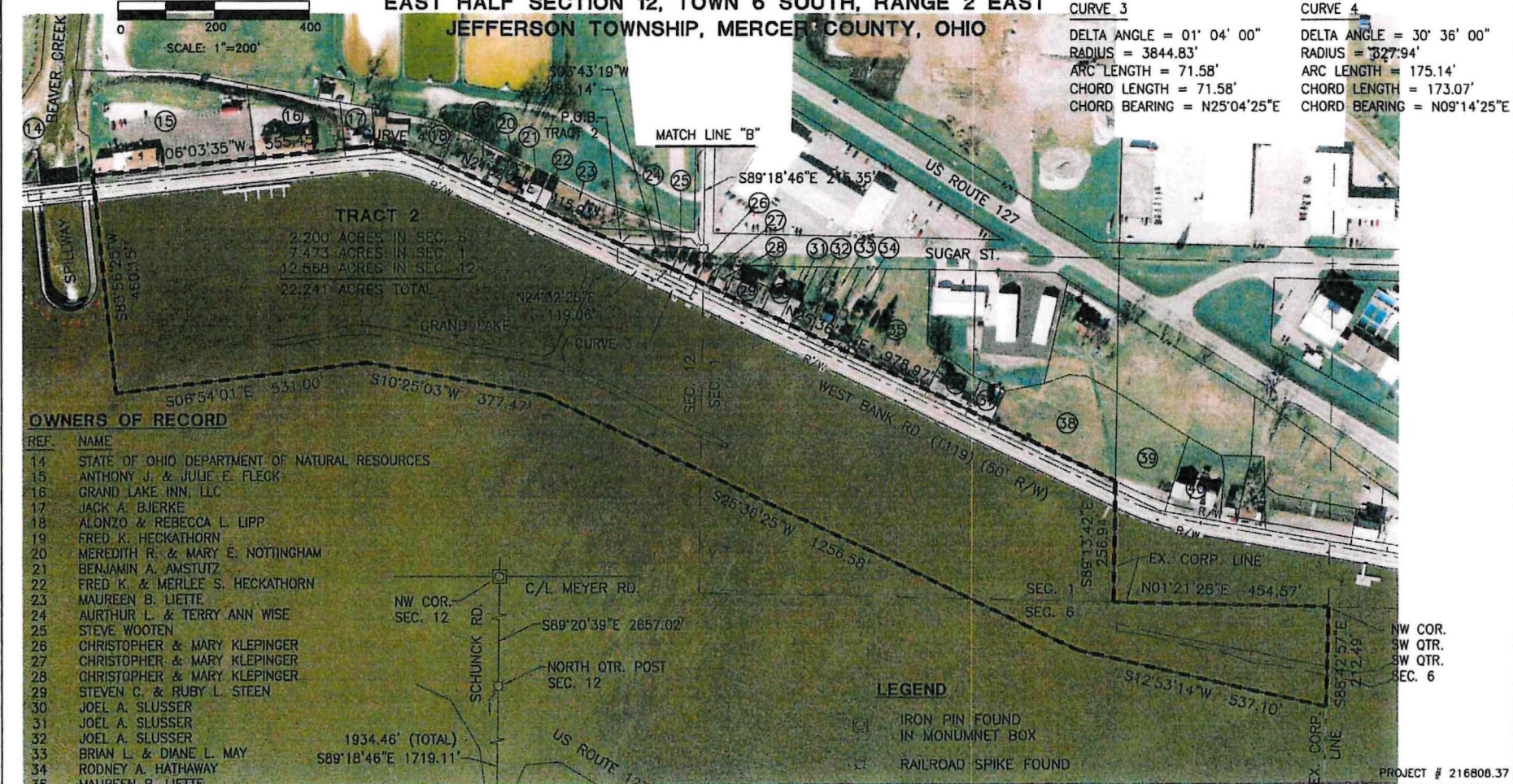
DELTA ANGLE = 30° 36' 00"
RADIUS = 327.94'
ARC LENGTH = 175.14'
CHORD LENGTH = 173.07'
CHORD BEARING = N09°14'25"E



SCALE



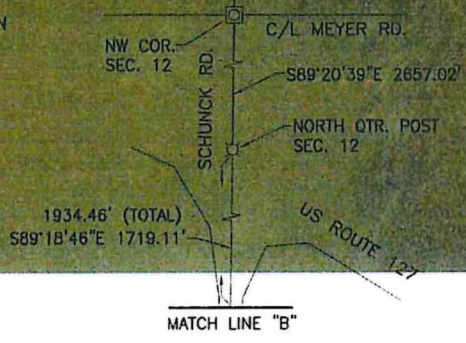
SCALE: 1"=200'



TRACT 2
2.200 ACRES IN SEC. 6
7.473 ACRES IN SEC. 1
12.568 ACRES IN SEC. 12
22.241 ACRES TOTAL

OWNERS OF RECORD

REF.	NAME
14	STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES
15	ANTHONY J. & JULIE E. FLECK
16	GRAND LAKE INN, LLC
17	JACK A. BJERKE
18	ALONZO & REBECCA L. LIPP
19	FRED K. HECKATHORN
20	MEREDITH R. & MARY E. NOTTINGHAM
21	BENJAMIN A. AMSTUTZ
22	FRED K. & MERLEE S. HECKATHORN
23	MAUREEN B. LIETTE
24	AURTHUR L. & TERRY ANN WISE
25	STEVE WOOTEN
26	CHRISTOPHER & MARY KLEPINGER
27	CHRISTOPHER & MARY KLEPINGER
28	CHRISTOPHER & MARY KLEPINGER
29	STEVEN C. & RUBY L. STEEN
30	JOEL A. SLUSSER
31	JOEL A. SLUSSER
32	JOEL A. SLUSSER
33	BRIAN L. & DIANE L. MAY
34	RODNEY A. HATHAWAY
35	MAUREEN B. LIETTE
36	KUESS RENTALS, LLC
37	KUESS RENTALS, LLC
38	BRUNS BUILDING & DEVELOPMENT
39	BRUNS BUILDING & DEVELOPMENT
40	BRUNS BUILDING & DEVELOPMENT



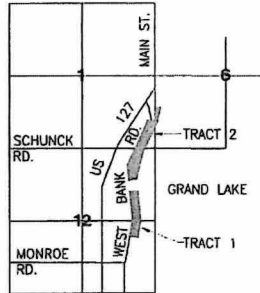
LEGEND

- IRON PIN FOUND IN MONUMENT BOX
- RAILROAD SPIKE FOUND
- PROPOSED CORPORATION LINE
- EXISTING CORPORATION LINE

PROJECT # 216800.37

ACCESS
www.accessright.com 419-586-1439

**PLAT OF ANNEXATION TO THE CITY OF CELINA
SOUTHEAST QUARTER SECTION 1, SOUTHWEST QUARTER SECTION 6 &
EAST HALF SECTION 12, TOWN 6 SOUTH, RANGE 2 EAST
JEFFERSON TOWNSHIP, MERCER COUNTY, OHIO**



LOCATION MAP

ACREAGE BREAKDOWN

35.404 TOTAL ACRES IN ANNEXATION

SECTION 1
7.473 ACRES (TRACT 2)

SECTION 6
2.200 ACRES (TRACT 2)

SECTION 12
13.163 ACRES (TRACT 1) + 12.568 ACRES (TRACT 2) = 25.731 ACRES

REFERENCES

WEST BANK ROAD RIGHT-OF-WAY PLAT
BY JAMES A. WIECHART, PS #8110,
INSTRUMENT #201600000460, 2-1-2016.

BASIS OF BEARING: MERCER COUNTY LOCAL COORDINATE DATUM



SURVEYED BY:
CRAIG W. MESCHER REG. SURVEYOR NO. 8237
DATE: 08-30-16

APPROVAL BY THE CITY OF CELINA COUNCIL

AT A MEETING OF THE CITY COUNCIL OF CELINA, HELD THIS ____ DAY
OF _____ 20____. THIS ANNEXATION PLAT WAS ACCEPTED AND
APPROVED BY ORDINANCE NO. _____.

JASON KING COUNCIL PRESIDENT

JEFFREY HAZEL MAYOR

MERCER COUNTY ENGINEER

THIS PLAT WAS REVIEWED AND APPROVED FOR RECORDING.

JAMES A. WIECHART DATE
MERCER COUNTY ENGINEER

MERCER COUNTY AUDITOR

TRANSFERRED THIS ____ DAY OF
_____, 20 ____

RANDY GRAPNER DATE
MERCER COUNTY AUDITOR

MERCER COUNTY RECORDER

INSTRUMENT # _____
MERCER COUNTY RECORDER'S
RECORD OF PLATS
OF _____, 20____, AT _____.
FEE: \$ _____

ANGELA KING DATE
MERCER COUNTY RECORDER

APPROVAL BY THE MERCER COUNTY COMMISSIONERS

AT A MEETING OF THE MERCER COUNTY COMMISSIONERS HELD THIS ____ DAY
OF _____ 20____. THIS ANNEXATION OF THE AREA SHOWN HEREON WAS
REVIEWED AND RELEASED FOR ANNEXATION.

JERRY LAFFIN DATE

RICK MUHLENKAMP DATE

GREG HOMAN DATE

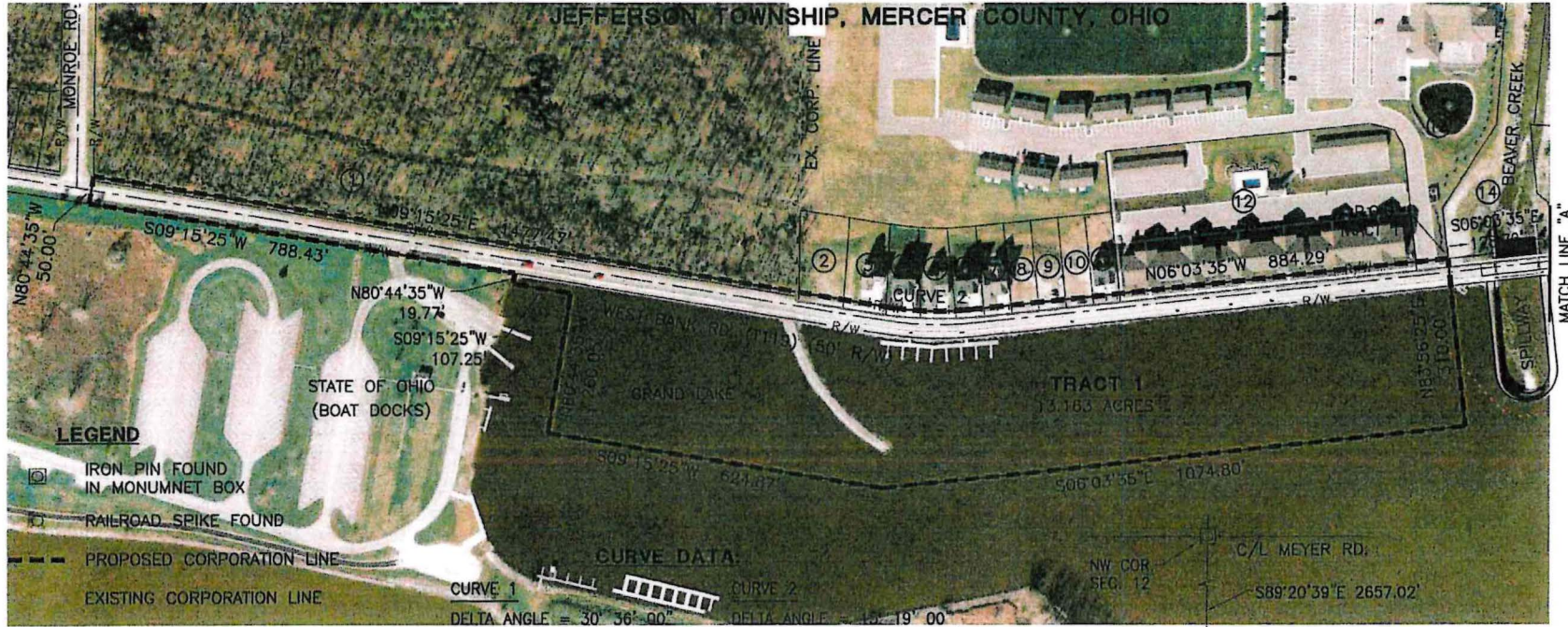
PROJECT # 216808.37

4
4



**PLAT OF ANNEXATION TO THE CITY OF CELINA
SOUTHEAST QUARTER SECTION 1, SOUTHWEST QUARTER SECTION 6 &
EAST HALF SECTION 12, TOWN 6 SOUTH, RANGE 2 EAST**

JEFFERSON TOWNSHIP, MERCER COUNTY, OHIO



LEGEND

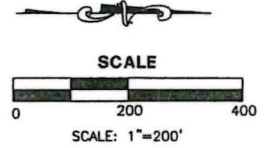
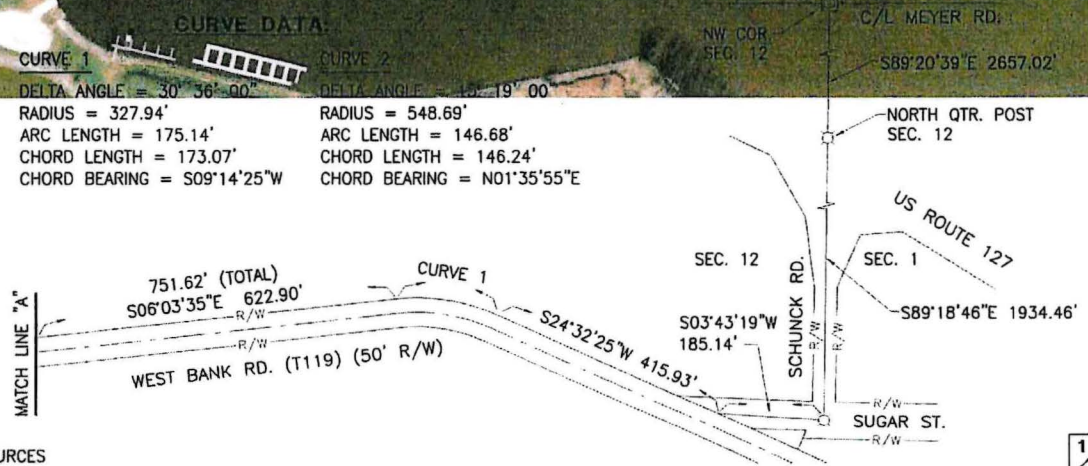
- ☐ IRON PIN FOUND IN MONUMENT BOX
- ⊕ RAILROAD SPIKE FOUND
- - - PROPOSED CORPORATION LINE
- EXISTING CORPORATION LINE

CURVE DATA

CURVE 1	CURVE 2
DELTA ANGLE = 30° 36' 00"	DELTA ANGLE = 42° 19' 00"
RADIUS = 327.94'	RADIUS = 548.69'
ARC LENGTH = 175.14'	ARC LENGTH = 146.68'
CHORD LENGTH = 173.07'	CHORD LENGTH = 146.24'
CHORD BEARING = S09°14'25\"W	CHORD BEARING = N01°35'55\"E

OWNERS OF RECORD

REF.	NAME
1	STATE OF OHIO
2	CHRISTY A. SHANKLIN, TRUSTEE
3	WILLIAM E. JR. & JANE A. SWEET
4	RICHARD E. & SHIRLEY BAKER, TRUSTEES
5	PAUL E. SHAHAN
6	IMELDA A. POPE, TRUSTEE
7	QUENTIN J. & MYRA J. CLARK, TRUSTEES
8	TUMBUSCH CONSTRUCTION INC.
9	CJS INVESTMENT COMPANY
10	ALVETRO PROPERTIES LLC
11	THOMAS M. ROSSMAN & LISA ALVETRO
12	WESTLAKE DEVELOPMENT LTD
13	ROMER WESTLAKE VILLA LLC
14	STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES



PROJECT # 216808.37

ACCESS

www.accessmg.com 419-595-1438

1/4

DESCRIPTION

TRACT 1:

Situated in the East Half of Section Twelve (12), Town Six (6) South, Range Two (2) East, Jefferson Township, Mercer County, Ohio.

Commencing at an Iron Pin in a Monument Box Found marking the Northwest Corner of Section 12 at the centerline intersection of Meyer Road and Schunck Road;

Thence South 89°20'39" East along the North line of Section 12 and the centerline of Schunck Road, a distance of two thousand six hundred fifty-seven and two hundredths feet (2657.02') to a Railroad Spike Found at the North Quarter Post of Section 12;

Thence South 89°18'46" East continuing along the North line of Section 12 and the centerline of Schunck Road, a distance of one thousand nine hundred thirty-four and forty-six hundredths feet (1934.46') to a Railroad Spike Found at the centerline intersection of said Schunck Road and Sugar Street;

Thence South 03°43'19" West a distance of one hundred eighty-five and fourteen hundredths feet (185.14') to a point on the West Right-of-Way line of West Bank Road (T-119);

Thence South 24°32'25" West along the West Right-of-Way line of West Bank Road (T-119), a distance of four hundred fifteen and ninety-three hundredths feet (415.93') to a point;

Thence Southwesterly continuing along the West Right-of-Way line of West Bank Road (T-119), on a curve to the left having a radius of three hundred twenty-seven and ninety-four hundredths feet (327.94'), a delta angle of 30°36'00", an arc distance of one hundred seventy-five and fourteen hundredths feet (175.14'), and chord bearing South 09°14'25" West and chord distance of one hundred seventy-three and seven hundredths feet (173.07') to a point;

Thence South 06°03'35" East continuing along the West Right-of-Way line of West Bank Road (T-119), a distance of seven hundred fifty-one and sixty-two hundredths (751.62') to a point marking the TRUE POINT OF BEGINNING;

Thence North 83°56'25" East a distance of three hundred ten and zero hundredths feet (310.00') to a point;

Thence South 06°03'35" East a distance of one thousand seventy-four and eighty hundredths feet (1074.80') to a point;

Thence South 09°15'25" West a distance of six hundred twenty-four and eighty-seven hundredths feet (624.87') to a point;

Thence North 80°44'35" West a distance of two hundred sixty and five hundredths feet (260.05') to a point;

Thence South 09°15'25" West a distance of one hundred seven and twenty-five hundredths feet (107.25') to a point;

Thence North 80°44'35" West a distance of nineteen and seventy-seven hundredths feet (19.77') to a point on the East Right-of-Way line of West Bank Road (T-119);

Thence South 09°15'25" West along the East Right-of-Way line of West Bank Road (T-119), a distance of seven hundred eighty-eight and forty-three hundredths feet (788.43') to a point;

Thence North 80°44'35" West a distance of fifty and zero hundredths feet (50.00') to a point on the intersection of the North Right-of-Way line of Monroe Road and the West Right-of-Way line of West Bank Road (T-119);

Thence North 09°15'25" East along the West Right-of-Way line of West Bank Road (T-119), a distance of one thousand four hundred seventy-seven and forty-seven hundredths feet (1477.47') to a point;

Thence Northeasterly continuing along the West Right-of-Way line of West Bank Road (T-119), on a curve to the left having a radius of five hundred forty-eight and sixty-nine hundredths feet (548.69'), a delta angle of 15°19'00", an arc distance of one hundred forty-six and sixty-eight hundredths feet (146.68'), and chord bearing North 01°35'55" East and chord distance of one hundred forty-six and twenty-four hundredths feet (146.24') to a point;

Thence North 06°03'35" West continuing along the West Right-of-Way line of West Bank Road (T-119), a distance of eight hundred eighty-four and twenty-nine hundredths feet (884.29') to the TRUE POINT OF BEGINNING, containing 13.163 acres of land more or less.

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in August, 2016 and is on file with the Mercer County Engineers Office.

**PLAT OF ANNEXATION TO THE CITY OF CELINA
SOUTHEAST QUARTER SECTION 1, SOUTHWEST QUARTER SECTION 6 &
EAST HALF SECTION 12, TOWN 6 SOUTH, RANGE 2 EAST
JEFFERSON TOWNSHIP, MERCER COUNTY, OHIO**

TRACT 2:

Situated in the Southeast Quarter of Section One (1), Southwest Quarter of Section Six (6) and the East Half of Section Twelve (12), Town Six (6) South, Range Two (2) East, Jefferson Township, Mercer County, Ohio.

Commencing at an Iron Pin in a Monument Box Found marking the Northwest Corner of Section 12 at the centerline intersection of Meyer Road and Schunck Road;

Thence South 89°20'39" East along the North line of Section 12 and the centerline of Schunck Road, a distance of two thousand six hundred fifty-seven and two hundredths feet (2657.02') to a Railroad Spike Found at the North Quarter Post of Section 12;

Thence South 89°18'46" East continuing along the North line of Section 12 and the centerline of Schunck Road, a distance of one thousand nine hundred thirty-four and forty-six hundredths feet (1934.46') to a Railroad Spike Found at the centerline intersection of said Schunck Road and Sugar Street;

Thence South 03°43'19" West a distance of one hundred eighty-five and fourteen hundredths feet (185.14') to a point on the West Right-of-Way line of West Bank Road (T-119) marking the TRUE POINT OF BEGINNING;

Thence North 24°32'25" East along the West Right-of-Way line of West Bank Road (T-119), a distance of one hundred nineteen and six hundredths feet (119.06') to a point;

Thence Northeasterly continuing along the West Right-of-Way line of West Bank Road (T-119), on a curve to the right having a radius of three thousand eight hundred forty-four and eighty-three hundredths feet (3844.83'), a delta angle of 01°04'00", an arc distance of seventy-one and fifty-eight hundredths feet (71.58'), and chord bearing North 25°04'25" East and chord distance of seventy-one and fifty-eight hundredths feet (71.58') to a point;

Thence North 25°36'25" East continuing along the West Right-of-Way line of West Bank Road (T-119), a distance of nine hundred seventy-eight and ninety-seven hundredths feet (978.97') to a point;

Thence South 89°13'42" East along the Existing Corporation Line, a distance of two hundred fifty-six and ninety-four hundredths feet (256.94') to a point on the West line of Section 6;

Thence North 01°21'28" East along the West line of Section 6 and the Existing Corporation Line, a distance of four hundred fifty-four and fifty-seven hundredths feet (454.57') to the Northwest Corner of the Southwest quarter of the Southwest Quarter of Section 6;

Thence South 88°42'57" East along the Quarter Section Line of Section 6 and the Existing Corporation Line, a distance of two hundred twelve and forty-nine hundredths feet (212.49') to a point;

Thence South 12°53'14" West a distance of five hundred thirty-seven and ten hundredths feet (537.10') to a point;

Thence South 25°36'25" West a distance of one thousand two hundred fifty-six and fifty-eight hundredths feet (1256.58') to a point;

Thence South 10°25'03" West a distance of three hundred seventy-seven and forty-seven hundredths feet (377.47') to a point;

Thence South 06°54'01" East a distance of five hundred thirty-one and zero hundredths feet (531.00') to a point;

Thence South 83°56'25" West a distance of four hundred sixty and fifteen hundredths feet (460.15') to a point on the West Right-of-Way line of West Bank Road (T-119);

Thence North 06°03'35" West along the West Right-of-Way line of West Bank Road (T-119), a distance of five hundred fifty-five and forty-five hundredths feet (555.45') to a point;

Thence Northeasterly continuing along the West Right-of-Way line of West Bank Road (T-119), on a curve to the right having a radius of three hundred twenty-seven and ninety-four hundredths feet (327.94'), a delta angle of 30°36'00", an arc distance of one hundred seventy-five and fourteen hundredths feet (175.14'), and chord bearing North 09°14'25" East and chord distance of one hundred seventy-three and seven hundredths feet (173.07') to a point;

Thence North 24°32'25" East continuing along the West Right-of-Way line of West Bank Road (T-119), a distance of four hundred fifteen and ninety-three hundredths feet (415.93') to the TRUE POINT OF BEGINNING, containing 22.241 acres of land more or less, of which 2.200 Acres are out of Section 6, 7.473 Acres are out of Section 1, and 12.568 Acres are out of Section 12.

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in August, 2016 and is on file with the Mercer County Engineers Office.

PROJECT # 216808.37



ORDINANCE 45-22-O

AN ORDINANCE ACCEPTING THE DONATION OF TWO FOOTBALL SINGLE MAN BLOCKING SLEDS FROM CELINA YOUTH FOOTBALL BOOSTERS TO THE CITY OF CELINA PARKS/RECREATION DEPARTMENT, AND TO APPROPRIATE FUNDS TO REIMBURSE THE CELINA YOUTH FOOTBALL BOOSTERS FOR ADDITIONAL ITEMS PURCHASED, AND DECLARING AN EMERGENCY.

WHEREAS, in 2021, two Football Single Man Blocking Sleds with a monetary value of Two Thousand Two Hundred Forty Dollars (\$2,240.00) were donated to the City of Celina Parks/Recreation Department by Celina Youth Football Boosters. At the same time, the Celina Youth Football Boosters purchased two Pop-Up Tackle Makers with a monetary value of Two Thousand Two Hundred Forty Dollars (\$2,240.00), for which the City now needs to reimburse the Celina Youth Football Boosters c/o Kyle Lehman.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Celina City Council gratefully acknowledges and accepts two Football Single Man Blocking Sleds valued at Two Thousand Two Hundred Forty Dollars (\$2,240.00) from the Celina Youth Football Boosters to be used by the Celina Recreation Football Program.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund in order to reimburse the Celina Youth Football Boosters for the two Pop-Up Tackle Makers:

Unappropriate from the appropriated balance in the **Parks/Recreation Fund**:

Park Rec Other Expense (224.410.5490)	(\$ 2,240.00)
---------------------------------------	---------------

Appropriate from the unappropriated balance in the **Parks/Recreation Fund**:

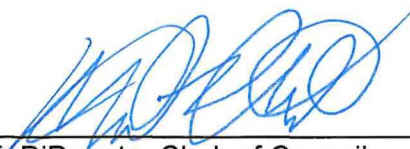
Park Capital-New (224.410.5520)	\$ 2,240.00
---------------------------------	-------------

SECTION THREE

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, and for the further reason that the City received and accepted the two Football Single Man Blocking Sleds and two Pop-Up Tackle Makers in November 2021, and must reimburse the Celina Youth Football Boosters c/o Kyle Lehman. NOW, THEREFORE, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law

PASSED this 24th day of October, 2022

ATTEST:

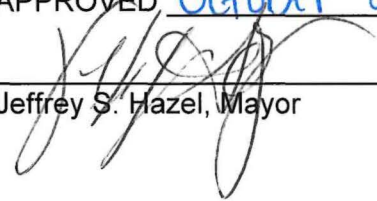


Michael F. DiDonato, Clerk of Council



Jason D. King, President of Council

APPROVED October 24, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 46-22-O

**AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR
THE LEGACY LANE RIGHT-OF-WAY.**

WHEREAS, the City of Celina Planning Commission met on August 25, 2022 and recommends to the Council of the City of Celina approval of the preliminary plat for the Legacy Lane right-of-way.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the approved preliminary plat of the Legacy Lane right-of-way is attached hereto as Exhibit A which is fully incorporated herein by reference.

SECTION TWO

THAT, the Council of the City of Celina does hereby approve the preliminary plat for the Legacy Lane right-of-way as submitted and approved by the City of Celina Planning Commission.

SECTION THREE

THAT, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28th day of November, 2022.

ATTEST:




Michael F. DiDonato, Clerk of Council



Jason D. King, President of Council

APPROVED December 28, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq, City Law Director

REFERENCES

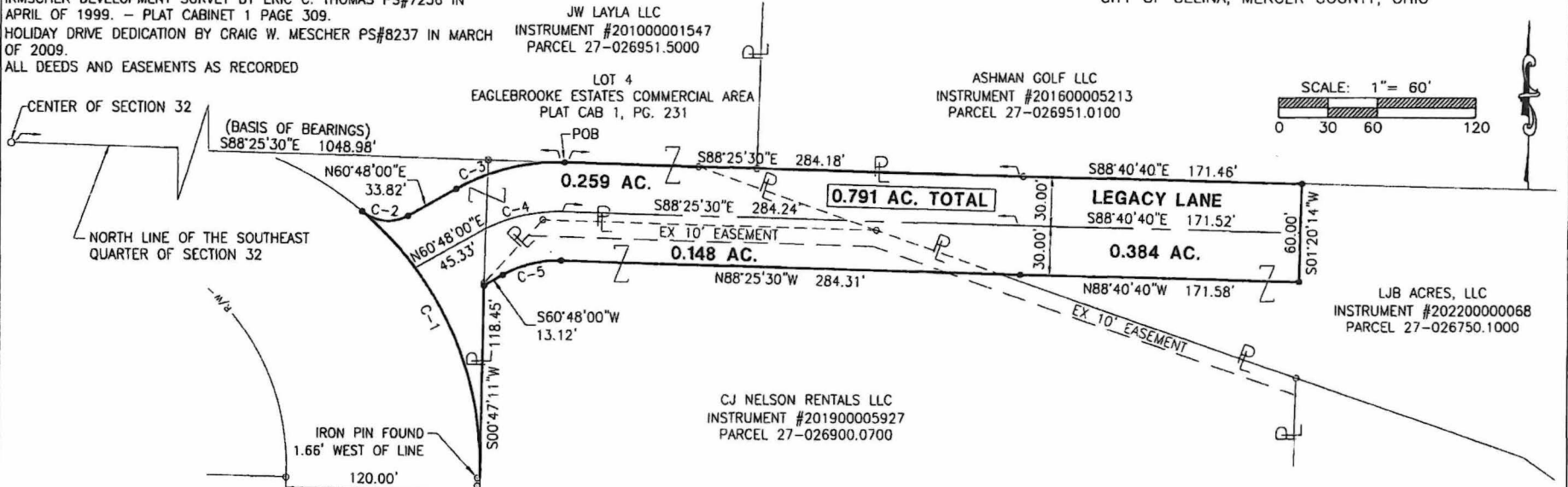
LAKEWOOD VILLAGE SHOPPING CENTER BY CLAYTON J. BACON PS#6179 IN MARCH OF 1991.
IRMSCHER SURVEY BY KENT B. MARBAUGH PS#7421 IN JUNE OF 1992.
EAGLEBROOKE ESTATES COMMERCIAL AREA BY GORDON L. GEESLIN PS#5372 IN JULY OF 1995. - PLAT CABINET 1 PAGE 231.
IRMSCHER DEVELOPMENT SURVEY BY ERIC C. THOMAS PS#7236 IN APRIL OF 1999. - PLAT CABINET 1 PAGE 309.
HOLIDAY DRIVE DEDICATION BY CRAIG W. MESCHER PS#8237 IN MARCH OF 2009.
ALL DEEDS AND EASEMENTS AS RECORDED

BASIS OF BEARINGS

BASIS OF BEARINGS ARE BASED UPON THE IRMSCHER DEVELOPMENT SURVEY BY ERIC C. THOMAS, REG. SURVEYOR #7236, DATED APRIL 15, 1999.

LEGACY LANE DEDICATION PLAT

BEING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWN 5 SOUTH, RANGE 3 EAST, JEFFERSON TOWNSHIP, CITY OF CELINA, MERCER COUNTY, OHIO



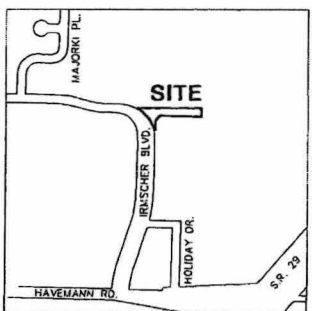
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C-1	185.52'	205.00'	51°51'07"	N24°20'40"W, 179.26'
C-2	30.08'	25.00'	68°55'46"	S84°44'07"E, 28.29'
C-3	69.83'	130.00'	30°46'29"	N76°11'15"E, 68.99'
C-4	53.71'	100.00'	30°46'29"	N76°11'15"E, 53.07'
C-5	37.60'	70.00'	30°46'29"	S76°11'15"W, 37.15'

**AREA IN NEW RIGHT-OF-WAY
ACREAGE BREAKDOWN**

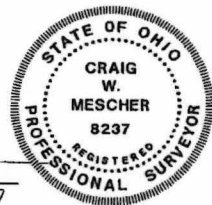
0.259 ACRES IN PARCEL 27-026951.5000
0.148 ACRES IN PARCEL 27-026900.0700
0.384 ACRES IN PARCEL 27-026750.1000

0.791 TOTAL ACRES TO BE DEDICATED



- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET

SURVEYED BY: *[Signature]*
CRAIG W. MESCHER REG. SURVEYOR NO. 8237



PROJECT #219804.02
ACCESS
Engineering Solutions
1200 IRMSCHER BLVD, SUITE B, CELINA, OH 45822
www.accesseng.com | 419-586-1430

Oct 15, 2022 8:00:38 AM P:\219804.02\RW DEDICATION PLAT\RW Dedication Plat.dwg

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS; THAT JW LAYLA LLC, ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.259 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

John T. Irmischer 10/24/22
JOHN T. IRMSCHER DATE

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL THIS 24th DAY OF October, 2022.

Brian May 4-5-26
NOTARY EXPIRATION DATE



BRIAN MAY
Notary Public, State of Ohio
My Commission Expires:
April 05, 2026

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS; THAT LJB ACRES LLC, ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.384 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

Keith Braun 10-18-22
KEITH BRAUN DATE

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL THIS 18th DAY OF October, 2022.

Brian May 4-5-26
NOTARY EXPIRATION DATE



BRIAN MAY
Notary Public, State of Ohio
My Commission Expires:
April 05, 2026

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS; THAT CJ NELSON RENTALS LLC, ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.148 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

Jeff Nelson 10/18/2022
JEFF NELSON DATE

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL THIS 18th DAY OF October, 2022.

Brian May 4-5-26
NOTARY EXPIRATION DATE



BRIAN MAY
Notary Public, State of Ohio
My Commission Expires:
April 05, 2026

COUNTY AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES ON LAND COMPRISING THIS LEGACY LANE DEDICATION PLAT AND THAT THIS PLAT WAS FILED FOR TRANSFER IN THE OFFICE OF THE MERCER COUNTY AUDITOR THIS ___ DAY OF ___, 2022.

MERCER COUNTY AUDITOR, RANDALL E. GRAPNER

RECORDER'S CERTIFICATE

RECEIVED FOR RECORD THIS ___ DAY OF ___, 2022. RECORDED IN INSTRUMENT # _____ FEE: _____

MERCER COUNTY RECORDER, ANGELA N. KING

CITY ACCEPTANCE

THIS LEGACY LANE DEDICATION PLAT TO THE CITY OF CELINA, OHIO HAS BEEN ACCEPTED BY THE COUNCIL OF THE CITY OF CELINA, OHIO BY ORDINANCE NO. _____, DATED THIS ___ DAY OF ___, 2022.

MAYOR DATE

CLERK DATE

LEGACY LANE DEDICATION PLAT

BEING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWN 5 SOUTH, RANGE 3 EAST, JEFFERSON TOWNSHIP, CITY OF CELINA, MERCER COUNTY, OHIO

LEGAL DESCRIPTION

BEING A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 3 EAST, JEFFERSON TOWNSHIP, CITY OF CELINA, MERCER COUNTY, OHIO, AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND MARKING THE CENTER OF SECTION 32;

THENCE SOUTH 88°25'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF ONE THOUSAND FORTY-EIGHT AND NINETY-EIGHT HUNDREDTHS FEET (1048.98') TO A 5/8"X30" IRON PIN SET, MARKING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°25'30" EAST CONTINUING ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF TWO HUNDRED EIGHTY-FOUR AND EIGHTEEN HUNDREDTHS FEET (284.18') TO AN IRON PIN FOUND;

THENCE SOUTH 88°40'40" EAST CONTINUING ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF ONE HUNDRED SEVENTY-ONE AND FORTY-SIX HUNDREDTHS FEET (171.46') TO A 5/8"X30" IRON PIN SET;

THENCE SOUTH 01°20'14" WEST A DISTANCE OF SIXTY AND ZERO HUNDREDTHS FEET (60.00') TO A 5/8"X30" IRON PIN SET;

THENCE NORTH 88°40'40" WEST A DISTANCE OF ONE HUNDRED SEVENTY-ONE AND FIFTY-EIGHT HUNDREDTHS FEET (171.58') TO A 5/8"X30" IRON PIN SET;

THENCE NORTH 88°25'30" WEST A DISTANCE OF TWO HUNDRED EIGHTY-FOUR AND THIRTY-ONE HUNDREDTHS FEET (284.31') TO A 5/8"X30" IRON PIN SET;

THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 70.00', A LENGTH OF 37.60', A DELTA OF 30°46'29" AND A CHORD OF SOUTH 76°11'15" WEST, 37.15' TO A 5/8"X30" IRON PIN SET;

THENCE SOUTH 60°48'00" WEST A DISTANCE OF THIRTEEN AND TWELVE HUNDREDTHS FEET (13.12') TO A 5/8"X30" IRON PIN SET;

THENCE SOUTH 00°47'11" WEST A DISTANCE OF ONE HUNDRED EIGHTEEN AND FORTY-FIVE HUNDREDTHS FEET (118.45') TO A POINT ON THE EAST RIGHT OF WAY OF IRMSCHER BOULEVARD, WITNESS AN IRON PIN FOUND 1.66' WEST OF LINE;

THENCE ALONG THE THE EAST RIGHT OF WAY OF IRMSCHER BOULEVARD ON A CURVE TO THE LEFT WITH A RADIUS OF 205.00', A LENGTH OF 185.52', A DELTA OF 51°51'07" AND A CHORD OF NORTH 24°20'40" WEST, 179.26' TO A 5/8"X30" IRON PIN SET;

THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 25.00', A LENGTH OF 30.08', A DELTA OF 68°55'46" AND A CHORD OF SOUTH 84°44'07" EAST, 28.29' TO A 5/8"X30" IRON PIN SET;

THENCE NORTH 60°48'00" EAST A DISTANCE OF THIRTY-THREE AND EIGHTY-TWO HUNDREDTHS FEET (33.82') TO A 5/8"X30" IRON PIN SET;

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 130.00', A LENGTH OF 69.83', A DELTA OF 30°46'29" AND A CHORD OF NORTH 76°11'15" EAST, 68.99' TO THE TRUE POINT OF BEGINNING, CONTAINING 0.791 ACRES OF LAND MORE OR LESS.

SAID TRACT BEING SUBJECT TO ALL HIGHWAYS AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

PROJECT #219804.02

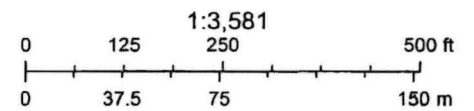


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Mercer County, Ohio - GIS 2022



August 10, 2022





Celina Planning Commission August 25, 2022 Meeting Minutes

Location: 2nd floor of Administration Building
Time: 7:00 PM
Members Present: Mike Overman, Mayor Hazel, Ralph Stelzer
Members Absent: SSD Hitchcock and Tom Hone
Others Present: Vince Barnhart and Garret Lutz (City of Celina), Brice Schmitmeyer, Leslie Gartrell, CJ Nelson and John Irmscher

The Planning Commission meeting is called to order at 7:00pm by Mayor Hazel.

First item on the agenda is a site plan review and street dedication plat from CJ Nelson of Celina, OH. The site plan is proposed apartments going on empty lot off Irmscher Blvd (tax map #27-026900.0700) and street dedication is part of same lot and 1211 Irmscher Blvd.

B. Schmitmeyer of Access Engineering spoke briefly about the intent of apartments filling the need of the community for more “of an upscale type” complex. Mayor Hazel agreed and said the city needs more housing. But the board directed their attention to the street plat first. Brice explained the road and all utilities. Mayor Hazel asked about the road and explained it could or would eventually tie into Staeger Road. Irmschers spoke up they were in agreement to the roadway plans.

Conversation went to site layout of apartments. The plan is for one building with 26 units to be the first phase then followed by others later. Stelzer asked about parking and Schmitmeyer assured parking was met by city code. Mayor Hazel then commented on the artist rendering of another city and how “appealing it is” and the community could really use this housing. With that the Mayor made a motion to accept the proposal seconded by Stelzer. All in favor.

Second item on the agenda was a request by John Martin (Emily Snow) of 356 Bruns Ave requesting a replot of their property with additional land being added to their current parcel. This was tabled due to no one present to discuss this case.

Meeting was adjourned by Mayor Hazel at 7:22 pm.

Minutes Submitted by: Vince Barnhart, Planning Commission Secretary

ORDINANCE 47-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD THE FAYETTE STREET RECONSTRUCTION PROJECT TO PAB CONSTRUCTION CO., APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to reconstruct Fayette Street; and

WHEREAS, the City of Celina has received four bids, which is attached hereto as Exhibit A, for the Fayette Street Reconstruction Project; and

WHEREAS, PAB Construction Co. has the lowest and best bid amount of Two-Hundred Eighty-Six Thousand Nine Hundred Fifty-Two Dollars and Fifty-Five Cents (\$286,952.55).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is authorized to award the Fayette Street Reconstruction Project to PAB Construction Co. and the Safety-Service Director, Law Director, and Auditor is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **Street Improvements Capital Fund:**

Street Improvement Capital Projects (321.221.5550) \$216,059.55

Appropriate from Unappropriated balance of the **Water Sys Oper Fund:**

Water Dist Lines-Pipe Cap (663.632.5512) \$ 51,023.00

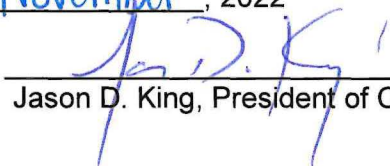
Appropriate from Unappropriated balance of the **Stormwater Utility Fund:**

Stormwater Utility Cap/Misc Infrastructure (668.651.5540) \$ 19,870.00

SECTION THREE

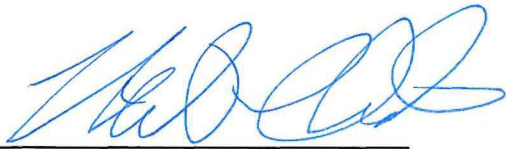
THAT, this Ordinance shall be declared an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the Fayette Street Reconstruction can be done at the earliest date possible. NOW, therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of November, 2022



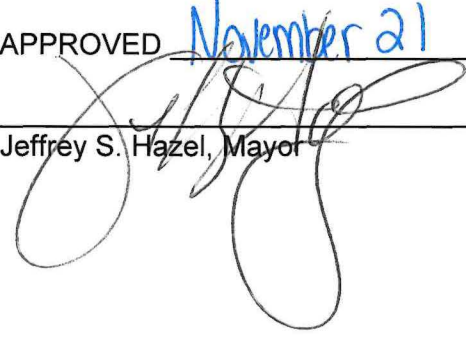
Jason D. King, President of Council

ATTEST:



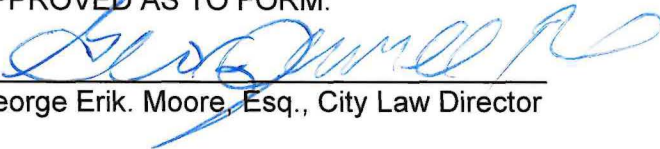
Michael F. DiDonato, Clerk of Council

APPROVED November 21, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



November 7, 2022

Thomas Hitchcock, PE
Safety Service Director
City of Celina
225 N. Main Street
Celina, Ohio 45822

Re: Fayette Street Reconstruction
City of Celina
Project No. 221803.05

Dear Mr. Hitchcock:

Access Engineering Solutions, LLC. has reviewed the bids received on November 3, 2022 for the above referenced project and has compiled the bid tabulation which is enclosed. The apparent low bidder was PAB Construction Co., with a bid price of \$\$286,952.55. The second low bidder was Shinn Bros., Inc., with a bid price of \$\$309,100.00.

Upon our review of the work experience of each contractor, it is our opinion that PAB Construction Co. has the necessary qualifications to perform the work on this project.

Based upon the review of these bids, it is our recommendation that the City of Celina accepts PAB Construction Co. as the best bid for this project and enters into a contract for the bid amount of \$286,952.55. Please find the attached bid tabulation and Notice of Award for this project.

If you have any questions or require additional information, please contact our office.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in cursive script that reads 'Brian M. May'.

Bran May
Project Manager

enclosure



BID OPENING

PROJECT: Fayette Street Reconstruction
City of Celina
221803.05

DATE: November 3, 2022
TIME: 11:00 A.M.
ENGINEER'S ESTIMATE: \$335,000

No.	Name of Contractor	Location	Bid Bond	Bid Price
1	PAB Construction Co.	Coldwater, OH	X	\$286,952.55
2	Tom's Construction	St. Henry, OH	X	\$349,424.00
3	Hohenbrink Excavating	Findlay, OH		NO BID
4	Shinn Bros., Inc.	Celina, OH	X	\$309,100.00
5	VTF Excavation	Celina, OH		NO BID
6	Fenson Contracting	Ft Jennings, OH	X	\$329,875.00
7				
8				
9				
10				

BID TABULATION
 FAYETTE STREET RECONSTRUCTION
 CITY OF CELINA, OHIO
 PROJECT: 221603.05

ACCESS ENGINEERING SOLUTIONS, LLC.
 1200 IRMSCHER BOULEVARD, SUITE B
 CELINA, OHIO 45822
 PHONE: 419.566.1430

BID ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	PAB CONSTRUCTION CO.		SHINN BROS., INC.		FENSON CONTRACTING		TOM'S CONSTRUCTION	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
1	Bonding and Insurance	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 4,306.10	\$ 4,306.10	\$ 5,000.00	\$ 5,000.00	\$ 4,318.15	\$ 4,318.15
2	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,607.70	\$ 1,607.70	\$ 10,000.00	\$ 10,000.00	\$ 6,026.25	\$ 6,026.25
3	Remove Existing Sidewalk/Drive Aprons	SF	8,854	\$ 1.00	\$ 8,854.00	\$ 0.50	\$ 4,327.00	\$ 3.00	\$ 25,962.00	\$ 1.33	\$ 11,509.82
4	Remove Existing Asphalt Drive	SY	28	\$ 6.00	\$ 168.00	\$ 13.60	\$ 380.80	\$ 25.00	\$ 700.00	\$ 4.76	\$ 133.28
5	Remove Existing Curb	LF	671	\$ 1.00	\$ 671.00	\$ 1.00	\$ 671.00	\$ 10.00	\$ 6,710.00	\$ 3.76	\$ 2,522.96
6	Remove Existing Concrete Wall	LF	35	\$ 5.00	\$ 175.00	\$ 11.00	\$ 385.00	\$ 10.00	\$ 350.00	\$ 55.97	\$ 1,958.95
7	Remove Existing Manhole	EA	2	\$ 250.00	\$ 500.00	\$ 668.00	\$ 1,336.00	\$ 250.00	\$ 500.00	\$ 646.48	\$ 1,292.96
8	Remove Existing Hydrant	EA	1	\$ 300.00	\$ 300.00	\$ 340.30	\$ 340.30	\$ 500.00	\$ 500.00	\$ 284.08	\$ 284.08
9	Remove Existing Storm Sewer	LF	220	\$ 1.00	\$ 220.00	\$ 0.80	\$ 176.00	\$ 5.00	\$ 1,100.00	\$ 3.11	\$ 684.20
10	Remove/Reinstall Existing Sign	EA	3	\$ 125.00	\$ 375.00	\$ 170.20	\$ 510.60	\$ 75.00	\$ 225.00	\$ 86.08	\$ 258.24
11	Excavation Including Roadway	CY	670	\$ 15.00	\$ 10,050.00	\$ 13.50	\$ 9,045.00	\$ 15.00	\$ 10,050.00	\$ 14.19	\$ 9,507.30
12	Tensar Geogrid (As Directed)	SY	300	\$ 4.50	\$ 1,350.00	\$ 7.60	\$ 2,280.00	\$ 5.00	\$ 1,500.00	\$ 5.86	\$ 1,758.00
13	Subgrade Improvements (As Directed)	SY	300	\$ 5.50	\$ 1,650.00	\$ 7.30	\$ 2,190.00	\$ 15.00	\$ 4,500.00	\$ 5.94	\$ 1,782.00
14	Subgrade Compaction	SY	1,445	\$ 0.80	\$ 1,156.00	\$ 0.80	\$ 1,156.00	\$ 1.00	\$ 1,445.00	\$ 0.48	\$ 693.60
15	Pavement Planing	SY	135	\$ 20.00	\$ 2,700.00	\$ 24.10	\$ 3,253.50	\$ 22.00	\$ 2,970.00	\$ 22.65	\$ 3,057.75
16	8" - Aggregate Base	CY	322	\$ 40.00	\$ 12,880.00	\$ 46.30	\$ 14,908.60	\$ 38.00	\$ 12,236.00	\$ 42.59	\$ 13,713.98
17	Non-Tracking Tack Coat	GAL	130	\$ 8.00	\$ 1,040.00	\$ 5.70	\$ 741.00	\$ 5.25	\$ 682.50	\$ 9.14	\$ 1,188.20
18	1-1/4" - AC Surface Course	CY	49	\$ 245.00	\$ 12,005.00	\$ 347.10	\$ 17,007.90	\$ 325.00	\$ 15,925.00	\$ 274.08	\$ 13,429.92
19	1-3/4" - AC Intermediate Course	CY	62	\$ 240.00	\$ 14,880.00	\$ 298.40	\$ 18,500.80	\$ 260.00	\$ 16,120.00	\$ 267.23	\$ 16,568.26
20	5" - AC Base Course	CY	177	\$ 215.00	\$ 38,055.00	\$ 256.50	\$ 45,400.50	\$ 230.00	\$ 40,710.00	\$ 239.82	\$ 42,448.14
21	Asphalt Drive (Commercial As Per Plan)	SY	28	\$ 140.00	\$ 3,920.00	\$ 90.90	\$ 2,545.20	\$ 65.00	\$ 1,820.00	\$ 142.10	\$ 3,978.80
22	8" Commercial Concrete Drive (including Alleys)	SY	155	\$ 72.00	\$ 11,160.00	\$ 92.40	\$ 14,322.00	\$ 95.00	\$ 14,725.00	\$ 97.10	\$ 15,050.50
23	4" Concrete Walk	SF	7,803	\$ 5.85	\$ 45,647.55	\$ 6.00	\$ 46,818.00	\$ 5.50	\$ 42,916.50	\$ 8.84	\$ 68,978.52
24	Type 2 Combination Curb and Gutter Modified	LF	694	\$ 22.50	\$ 15,615.00	\$ 22.90	\$ 15,892.60	\$ 25.00	\$ 17,350.00	\$ 28.50	\$ 19,779.00
25	Storm Manhole	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 4,465.80	\$ 4,465.80	\$ 3,000.00	\$ 3,000.00	\$ 3,754.40	\$ 3,754.40
26	Relocate Existing Catch Basin	EA	1	\$ 1,450.00	\$ 1,450.00	\$ 1,683.40	\$ 1,683.40	\$ 1,250.00	\$ 1,250.00	\$ 2,278.37	\$ 2,278.37
27	8" HDPE Storm Sewer	LF	50	\$ 62.00	\$ 3,100.00	\$ 63.70	\$ 3,185.00	\$ 40.00	\$ 2,000.00	\$ 65.45	\$ 3,272.50
28	12" HDPE Storm Sewer	LF	170	\$ 70.00	\$ 11,900.00	\$ 64.40	\$ 10,948.00	\$ 65.00	\$ 11,050.00	\$ 55.02	\$ 9,353.40
29	4" C-909 Waterline	LF	40	\$ 62.00	\$ 2,480.00	\$ 57.70	\$ 2,308.00	\$ 45.00	\$ 1,800.00	\$ 58.36	\$ 2,334.40
30	6" C-909 Waterline	LF	28	\$ 84.00	\$ 2,352.00	\$ 106.20	\$ 2,973.60	\$ 60.00	\$ 1,680.00	\$ 74.27	\$ 2,079.56
31	8" C-909 Waterline	LF	308	\$ 67.00	\$ 20,636.00	\$ 67.20	\$ 20,697.60	\$ 60.00	\$ 18,480.00	\$ 82.15	\$ 25,302.20
32	1" Water Service Line	LF	60	\$ 82.00	\$ 4,920.00	\$ 91.80	\$ 5,508.00	\$ 100.00	\$ 6,000.00	\$ 83.74	\$ 5,024.40
33	Water Meter Pit (Per Detail 800-8)	EA	2	\$ 750.00	\$ 1,500.00	\$ 1,077.80	\$ 2,155.60	\$ 800.00	\$ 1,600.00	\$ 1,324.82	\$ 2,649.64
34	4" Water Valve	EA	1	\$ 1,450.00	\$ 1,450.00	\$ 1,435.30	\$ 1,435.30	\$ 1,400.00	\$ 1,400.00	\$ 1,549.94	\$ 1,549.94
35	6" Water Valve	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,688.30	\$ 1,688.30	\$ 1,700.00	\$ 1,700.00	\$ 1,863.76	\$ 1,863.76
36	8"x45" Waterline Bend	EA	4	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00	\$ 700.00	\$ 2,800.00	\$ 545.41	\$ 2,181.64
37	4"x45" Waterline Bend	EA	2	\$ 265.00	\$ 530.00	\$ 305.00	\$ 610.00	\$ 500.00	\$ 1,000.00	\$ 355.29	\$ 710.58
38	8"x6" Waterline Tee	EA	2	\$ 780.00	\$ 1,560.00	\$ 988.10	\$ 1,976.20	\$ 850.00	\$ 1,700.00	\$ 727.58	\$ 1,455.16
39	8"x4" Waterline Tee	EA	1	\$ 710.00	\$ 710.00	\$ 679.90	\$ 679.90	\$ 850.00	\$ 850.00	\$ 696.48	\$ 696.48
40	Abandon Existing 4" Waterline	LS	1	\$ 450.00	\$ 450.00	\$ 542.00	\$ 542.00	\$ 1,000.00	\$ 1,000.00	\$ 4,962.18	\$ 4,962.18
41	8" Waterline Cap	EA	1	\$ 160.00	\$ 160.00	\$ 255.60	\$ 255.60	\$ 450.00	\$ 450.00	\$ 343.60	\$ 343.60
42	Fire Hydrant Assembly	EA	1	\$ 7,895.00	\$ 7,895.00	\$ 6,700.10	\$ 6,700.10	\$ 7,500.00	\$ 7,500.00	\$ 8,595.25	\$ 8,595.25
43	Misc. Waterline Fittings / Connections	LS	1	\$ 3,250.00	\$ 3,250.00	\$ 3,017.30	\$ 3,017.30	\$ 1,000.00	\$ 1,000.00	\$ 1,993.38	\$ 1,993.38
44	Maintaining Traffic	LS	1	\$ 500.00	\$ 500.00	\$ 1,672.70	\$ 1,672.70	\$ 2,500.00	\$ 2,500.00	\$ 1,143.83	\$ 1,143.83
45	Construction Layout Staking Allowance	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
46	Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
47	Stop Bar	LF	40	\$ 5.00	\$ 200.00	\$ 4.60	\$ 184.00	\$ 21.00	\$ 840.00	\$ 5.71	\$ 228.40
48	Crosswalk Marking	LF	38	\$ 6.00	\$ 228.00	\$ 3.40	\$ 129.20	\$ 21.00	\$ 798.00	\$ 6.86	\$ 260.68
49	Handicap Symbol	EA	1	\$ 100.00	\$ 100.00	\$ 92.00	\$ 92.00	\$ 100.00	\$ 100.00	\$ 85.65	\$ 85.65
50	Parking Stall Marking	LF	190	\$ 2.00	\$ 380.00	\$ 2.40	\$ 456.00	\$ 2.00	\$ 380.00	\$ 1.43	\$ 271.70
51	Seeding and Mulching	LS	1	\$ 500.00	\$ 500.00	\$ 934.80	\$ 934.80	\$ 500.00	\$ 500.00	\$ 1,609.84	\$ 1,609.84
				TOTAL BID PRICE:	\$ 286,952.55	TOTAL BID PRICE:	\$ 309,100.00	TOTAL BID PRICE:	\$ 329,875.00	TOTAL BID PRICE:	\$ 349,424.00

ORDINANCE 48-22-O

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MERCER COUNTY COMMISSIONERS FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty; and

WHEREAS, Mercer County Commissioners adopted a program for the Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify; and

WHEREAS, the Mercer County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an Ordinance of the municipal corporation; and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for Mercer County to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the City of Celina it's appropriate share.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Mayor is hereby authorized to execute an Agreement, in a form substantially similar to Exhibit A hereto attached and fully incorporated herein, with the Mercer County Commissioners to allow for the continuation of reimbursement of Indigent Defense Services in Municipal Court.

SECTION TWO

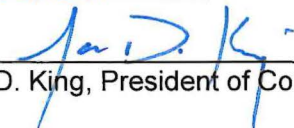
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of public peace, safety, and welfare, such emergency arising out of the necessity to enter into agreement by January 1, 2023. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28th day of November, 2022

ATTEST:

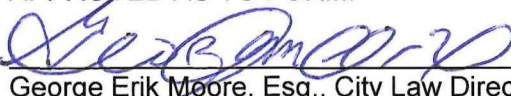


Michael F. DiDonato, Clerk of Council




Jason D. King, President of Council

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

APPROVED November 28, 2022


Jeffrey S. Hazel, Mayor

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(ASSIGNED COUNSEL)**

This Agreement entered into by and between the Mercer County Commissioners with a mailing address of 220 W. Livingston St., Room A201, Celina, Ohio 45822 (hereinafter referred to as the "COUNTY"), and the City of Celina, with a mailing address of City of Celina Municipal Court, 202 N. Main St., P.O. Box 362, Celina, Ohio 45822, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the CITY it's appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Ordinance # _____, passed by the _____ CITY Council on _____, and by Resolution # _____, passed by the Board of Commissioners of Mercer County on _____.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Celina, Ohio, to represent indigent persons charged with violations of the ordinances of the City of Celina, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.
- 2.3 CITY agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.
- 2.4 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of receipt of said reimbursement.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2023 to December 31, 2023. *Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.*
- 3.2 If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

- 3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within 90 business days of the date on which it is due.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.
- 4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the court, the Celina Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.4 After approval, the COUNTY Auditor shall thereafter, process the fees and expenses approved by the court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

_____	_____	_____	_____
CITY	Date	County Commissioner	Date
_____	_____	_____	_____
CITY	Date	County Commissioner	Date
_____	_____	_____	_____
CITY	Date	County Commissioner	Date

COUNTY AUDITOR CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment, or expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in the process of collection free from any obligation of certificate now outstanding, as required by § 5705.41(D) of the Ohio Rev. Code.

DATED _____

Randy Grapner, County Auditor

ORDINANCE 49-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE LOCAL GOVERNMENT SERVICES SECTION OF THE OFFICE OF THE AUDITOR OF STATE (LGS), AND DECLARING AN EMERGENCY.

WHEREAS, the Local Government Services Section (LGS) of the Office of the State Auditor provides the City of Celina with annual required financial auditing services under a Services Agreement by and between the LGS and the City of Celina; and

WHEREAS, the Administration desires to enter into a new two-year (2) Agreement with the Local Government Services Section of the Office of the Auditor of State (LGS) for the compilation of a basic financial statement for the City of Celina as required annually by the Auditor of State; and

WHEREAS, the estimated number of hours needed for completion of said services by the LGS is 400 hours for each year of 2022 and 2023; and

WHEREAS, fees for said services will be billed monthly to the city at a rate of Seventy-Five Dollars (\$75.00) per hour and the total cost is not anticipated to exceed \$30,000 for each year.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is hereby authorized to accept the terms and objectives, in a form substantially similar to Exhibit A hereto attached and fully incorporated herein, and execute annual Agreements with the Local Government Services Section of the Office of the Auditor of State (LGS) for the compilation of basic financial statement for the City of Celina.

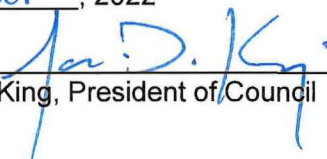
SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate approval of the agreement in order to enter into the agreement at the currently approved price. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.


PASSED this 28th day of November, 2022

ATTEST: 


Michael F. DiDonato, Clerk of Council



Jason D. King, President of Council

APPROVED AS TO FORM: 

George Erik Moore, Esq., City Law Director

APPROVED November 28, 2022


Jeffrey S. Hazel, Mayor



Local Government Services
88 East Broad Street, Fourth Floor
Columbus, Ohio 43215-3506
(614) 466-4717 or (800) 345-2519
ContactLGS@ohioauditor.gov

October 25, 2022

Brooke Shinn, Auditor
City of Celina
202 North Main Street
P.O. Box 513
Celina, Ohio 45822

Dear Ms. Shinn:

This letter is to confirm our understanding of the terms and objectives of our engagement with the City of Celina and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software, the Local Government Services Section of the Office of the Auditor of State (LGS) will compile, from information provided by the City, the annual financial statements for the City of Celina for the years ending December 31, 2022 and December 31, 2023, and issue an accountant's report thereon in accordance with the Statements on Standards for Accounting and Review Services (SSARS) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by the City. LGS will conduct the compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Brooke Shinn, Auditor
City of Celina
October 25, 2022
Page 2 of 7

LGS is not required to, and will not, verify the accuracy or completeness of the information the City provides to LGS for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify any financial statement misstatements, including those caused by fraud or error, or to identify any wrongdoing within the City or noncompliance with laws and regulations.

Our engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare the City's financial statements in accordance with SSARs: 1) the selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements; 2) the prevention and detection of fraud; 3) to ensure that the City complies with the laws and regulations applicable to its activities; 4) the accuracy and completeness of the records, documents, explanations, and other information including significant judgments, the City provides to LGS for the engagement to prepare financial statements; and 5) to provide us with documentation and other information that is relevant to the preparation and presentation of the financial statements, additional information that may be requested for the purpose of the preparation of the financial statements, and unrestricted access to persons within the City of Celina of whom we determine necessary to communicate.

As part of our engagement, LGS will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them.

The City agrees to include our accountant's compilation report in any document containing financial statements that indicate that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

The City of Celina remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the City to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the City's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the City is fulfilling these responsibilities, the following safeguards will be observed. The City will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the City has determined that someone other than the individual with whom we worked last year will fulfill this role, the City must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual periodically to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered into the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the City:

1. Information required to confirm appropriate fund classification and major fund status;
2. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements, including original budget amounts for all funds required to be presented in the basic financial statements, and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the City Commissioners during the year;
3. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all City funds and bank accounts as of year-end;
4. Documentation for receivables including taxes, intergovernmental, and accounts receivable, inventory, and prepaid items as of year-end;
5. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the

year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the year;

6. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payable, workers' compensation, retirement, and other current and long-term liabilities as of year-end;
7. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases, and the purpose for which the short-term debt was issued;
8. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums, and discounts for additions should be identified separately.
9. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
10. Information to support necessary modified accrual and accrual adjustments at year end;
11. Information regarding transfers by fund including the amount and purpose for each transfer;
12. Required supplementary information; and
13. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers, or financial institution account

numbers associated with an individual. The City shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the City must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the City and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the City in terms of resources, recordkeeping, or other issues, the City and LGS may collaborate on alternative methods of providing the City's data to LGS without compromising the personal information on individuals served or employed by the City.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to ensure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements, review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements, enter usable information from the prior year trial balances to the trial balances that will be used for the year being reported, and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

If for any reason we are unable to complete the compilation of the City's financial statements, we will not issue a report on such statements as a result of this engagement.

Brooke Shinn, Auditor
City of Celina
October 25, 2022
Page 6 of 7

It is estimated that 400 hours will be needed to complete this engagement for 2022 and 2023. Our fees for these services will be billed monthly to the City at a rate of \$75 per hour for 2022 and 2023. The total cost is not anticipated to exceed \$30,000 for 2022 and 2023. If additional time or services should be necessary, we will notify the City regarding any amendment to this contract that may be required.

Pursuant to Ohio Rev. Code § 117.13, the City may charge all of these fees to the General Fund or may allocate the cost among the General Fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual Hourly Audit Rates and Allocation of Audit Costs technical bulletin available at www.ohioauditor.gov.

Upon a thirty day written notice, either party may terminate this agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to the Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed upon rate for any and all work done to the date of such notice.

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. The City should complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding your customer account including City contact information, billings and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. The City will receive an email notification at the beginning of the month that a statement is available for review. The City should access your billing statement upon receipt through eServices and payment is due by the date identified on the statement.

A failure to pay the Auditor of State in full within forty-five days of the payment due date may result in additional action as authorized under Ohio Revised Code Sections 131.02 (A) and/or 117.13(D).

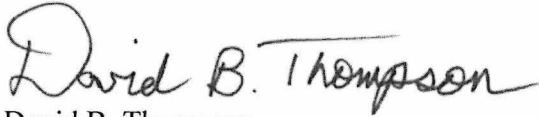
If you are in agreement with the terms of this contract, please sign and certify this engagement letter in the appropriate spaces and return it to me no later than November 10, 2022. If we do not hear from you by November 10, 2022, we will assume the City does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should

Brooke Shinn, Auditor
City of Celina
October 25, 2022
Page 7 of 7

you have any questions concerning this letter, please do not hesitate to contact Cindy McCafferty, Chief Project Manager, at 1-800-345-2519.

Sincerely,

KEITH FABER
Auditor of State



David B. Thompson
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

CITY OF CELINA

Date: _____

By: _____
Safety/Service Director

Ordinance No. _____

It is hereby certified that the amount of \$ _____ required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the _____ Fund, free from any obligation or certification now outstanding.

Date: _____

Brooke Shinn, Auditor

cc: Cindy McCafferty, Chief Project Manager
Donna Waldron, Chief Auditor

ORDINANCE 50-22-O

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CELINA, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2023, AND TO DECLARE AN EMERGENCY.

SECTION ONE

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, State of Ohio, that to provide for the expenses and other expenditures of the City of Celina during the calendar year ending December 31, 2023, the following sums be and they are hereby set aside and appropriated as follows,

SECTION TWO

THAT, there be appropriated from the General Fund:

Mayor			
Personal Service	\$5,280		
Other Expense	\$22,125		
Capital Outlay	\$0		
Total for Mayor			\$27,405
Council			
Personal Services	\$11,880		
Other Expense	\$13,985		
Total for Council			\$25,865
Clerk of Council			
Personal Services	\$1,485		
Other Expense	\$330		
Total for Clerk of Council			\$1,815
Director of Safety			
Personal Services	\$74,730		
Other Expense	\$8,250		
Capital Outlay	\$0		
Total for Director of Safety			\$82,980
Engineering Department			
Personal Services	\$43,281		
Supplies & Material	\$8,375		
Capital Outlay	\$0		
Other-Consultant Fees	\$16,500		
Total for Engineering Department			\$68,156
Civil Service Commission			
Personal Services	\$330		
Other Expense	\$10,350		
Total for Civil Service Commission			\$10,680
Auditor/Director of Finance			
Personal Services	\$48,833		
Supplies & Other Expense	\$9,240		
Capital Outlay	\$0		

Total for Auditor/Director of Finance		\$58,073
City Income Tax		
Personal Services	\$89,024	
Supplies & Other Expense	\$20,800	
Capital Outlay	\$0	
Other-Tax Refunds	\$120,000	
Total for City Income Tax		\$229,824
Treasurer		
Personal Services	\$1,485	
Supplies & Other Expense	\$248	
Total for Treasurer		\$1,733
Municipal Court		
Personal Services	\$440,334	
Supplies & Other Expense	\$50,500	
Jury/Witness Fees, Legal Aid	\$2,000	
Capital Outlay	\$0	
Total for Municipal Court		\$492,834
Community Development Director		
Com Dev Sister City Program	\$0	
Total for Com Dev Director		\$0
Law Director		
Personal Services	\$22,916	
Supplies & Other Expense	\$7,590	
Other-Claims & Consultations	\$65,102	
Capital Outlay	\$0	
Total for Law Director		\$95,608
CMU Building		
Personal Services	\$0	
Supplies & Other Expense	\$22,330	
Capital	\$46,400	
Total for Community Development		\$68,730
City Hall		
Personal Services	\$0	
Other Heat	\$12,000	
Supplies & Other Expense	\$62,500	
Capital	\$0	
Total for City Hall		\$74,500
Miscellaneous General Fund Accounts		
Other Expenses	\$163,593	
County/State Fees/Deductions	\$98,450	
Total for Miscellaneous		\$262,043
Personnel Miscellaneous		
Public Employees Retirement	\$253,754	
Workers' Compensation	\$84,011	
Hospital & Life Insurance	\$1,394,461	
City Medicare/FICA Share	\$63,306	
Total for Personnel Miscellaneous		\$1,795,532

Law Enforcement		
Personal Services	\$1,444,574	
Other Operating Expense	\$293,900	
Total for Law Enforcement		\$1,738,474
Fire Prevention and Control		
Personal Services	\$1,275,861	
Other Expense	\$150,000	
Total for Fire Prev. & Control		\$1,425,861
Transfers		
Police Pension	\$174,597	
Fire Pension	\$242,740	
Street Mtc./Repair	\$0	
Park/Recreation	\$526,364	
Cemetery Fund	\$10,840	
Capital Projects	\$6,874	
Total for Transfers		\$961,415
Basic Services		
Personal Services	\$71,393	
Material and Other Expense	\$96,000	
Capital	\$0	
Total for Basic Services		\$167,393

SECTION THREE

THAT, there be appropriated from the General Fund for Contingencies for purposes not otherwise provided for, to be expended in accordance with the provisions of section 5705.29 R.C. the sum of \$100,000

Grand Total General Fund Appropriation **7,688,921**

SECTION FOUR

THAT, there be appropriated from the Income Tax Additional 0.5% Fund for purposes not otherwise provided for, to be expended in accordance with the provisions of Ordinance 61-15-O the sum of

Transfers		
Reimbursement into General Fund from .50% f	647,500	
Reimbursement into General Fund from .50% f	647,500	
Street Improvement Capital Fund	765,000	
Total for Transfers		2,060,000

SECTION FIVE

THAT, there be appropriated from the Street Construction, Maintenance and Repair Fund (Auto License and Gasoline Tax):

Cemetery Operation		
Personal Services	\$16,330	
Other Expense	\$28,500	
		44,830

Street Repair and Cleaning		
Personal Services	\$476,027	
Supplies and Expense	\$367,500	
Capital Outlay	\$90,000	
Total for Street Const., Maint.,and Repair		933,527

SECTION SIX

THAT, there be appropriated from the State Highway Improvement Fund (7-1/2% of Auto License and Gasoline Tax):

Street Cleaning & Repair		
Personal Services	\$5,500	
Supplies and Material	\$63,250	
Capital Equipment	\$0	
Total for Street Cleaning		68,750

SECTION SEVEN

THAT, there be appropriated from the Permissive License Fee Fund:

Street Repair		
Supplies and Material	\$0	
		0

SECTION EIGHT

THAT, there be appropriated from the Parks/Recreation Fund:

Parks/Recreation		
Personal Services- Park	\$208,948	
Personal Services-Pool	\$70,000	
Supplies & Material-Parks	\$175,216	
Supplies & Material-Pool	\$61,000	
Game Officials & Coaches	\$10,000	
Capital-Parks	\$83,400	
Capital-Pool	\$30,000	
Eastview Park Debt	\$0	
Consulting	\$0	
Total for Parks and Recreation		638,564

SECTION NINE

THAT, there be appropriated from the Policemen's Relief and Pension Fund the sum of:

239,264

SECTION TEN

THAT, there be appropriated from the Fireman's Relief and Pension Fund the sum of:

307,407

SECTION ELEVEN

THAT, there be appropriated from the Indigent Driver's Alcohol Treatment Fund the sum of:

15,000

SECTION TWELVE

THAT, there be appropriated from the Court Computer Fund the sum of:

95,000

SECTION THIRTEEN

THAT, there be appropriated from the Indigent Offender Special Project Fees Fund:

10,000

SECTION FOURTEEN

THAT, there be appropriated from the American Rescue Plan Act the sum of:

0

SECTION FIFTEEN

THAT, there be appropriated from the Capital Project/Improvement Funds:

Grand Lake TIF Transfers	\$119,400
Market Street TIF-Transfers	\$500
Mersman TIF Expense	\$400
Havemann Road TIF-Transfers	\$101,200
Staeger Road TIF - Transfers	\$166,600
State Route 29 West TIF-Transfers	\$14,500
Thieman Tailgate TIF-Transfers	\$4,308
Kriegel (Qualitec) TIF Transfers	\$0
State Route 703 TIF Expense	\$1,100
LWCF Grant Prog Fund Expense	\$0
Drinking Water Solutions Grant Exp	\$0
Street Improvement Capital Fund	\$0
Bryson Pool Improvements Splash Park	\$0
Bryson Park Phase 3	\$0
Harley Jones Rotary Mem AMP Bry Pk	\$0
Fire Capital Fund	\$106,250.00
Police Capital Fund	\$487,950.00

Total Capital Projects

\$1,002,208

SECTION SIXTEEN

THAT, there be appropriated from the Debt Service Funds:

OWDA Ind Pk Water Tower	117,600
Bryson Park Phase 3	\$116,900
Ent/Liv Waterline Bond	\$0
Grand Lake Rd Bond	\$0
State Route 29 West Bond	\$13,700
Wayne Street Bond	\$0
Johnson Avenue Bond	\$0
Main Street (Water/Storm) Bond	\$44,600
Buckeye Street Bond	\$0
Buckeye Street OPWC Loan	\$6,874
Lakeshore Park Property Note	\$0
Municipal Court Bldg Improvement Bond	\$0
Total Debt Service Funds	299,674

SECTION SEVENTEEN

THAT, there be appropriated from the Electric Revenue Fund:

Electric Plant			
Purchase Power	\$19,500,000		
Supplies and Expense	\$10,000		
Total for Electric Plant		\$19,510,000	
Electric Distribution			
Personnel	\$1,125,541		
Supplies and Expense	\$1,274,000		
Capital Outlay	\$1,495,000		
Total for Elec. Distribution		\$3,894,541	
Electric Customer Accounts			
Personnel	\$250,735		
Supplies and Expense	\$96,100		
Kilowatt Hour Payments	\$1,000,000		
Capital Outlay	\$0		
Total for Electric Customer Accounts		\$1,346,835	
Electric Admin. & General			
Personnel	\$308,704		
Supplies and Expense	\$236,730		
CMU Bldg Other Expense	\$7,315		
Capital Outlay	\$15,200		
Debt Service	\$0		
Total for Electric Admin. & General		\$567,949	
Total for Electric Revenue Fund			25,319,325

SECTION EIGHTEEN

THAT, there be appropriated from the Water Revenue Fund:

Water Plant			
Personnel	\$859,139		
Supplies & Expense	\$1,736,050		
Capital Outlay	\$162,000		
Total for Water Plant		\$2,757,189	
Water Distribution			
Personnel	\$406,921		
Supplies and Expense	\$210,000		
Capital Outlay	\$226,400		
Total for Water Distribution		\$843,321	
Water Customer Accounts			
Personnel	\$125,368		
Supplies and Expense	\$48,050		
Capital Outlay	\$0		
Total for Water Customer Accounts		\$173,418	
Water Admin. & General			
Personnel	\$168,619		

Supplies and Expense	\$129,461	
CMU Bldg Other Expense	\$3,850	
Capital Outlay	\$8,000	
County Agreements	\$182,500	
Debt Service	\$50,763	
Transfer to System Reserve & Electric	\$0	
Total for Water Admin. & General		\$543,193
Total for Water Revenue Fund		4,317,121

SECTION NINETEEN

THAT, there be appropriated from the Wastewater Revenue Fund:

Wastewater Plant		
Personnel	\$540,607	
Supplies and Expense	\$834,600	
Capital Outlay	\$151,000	
Total for Wastewater Plant		\$1,526,207
Wastewater Collection		
Personnel	\$69,684	
Supplies and Expense	\$70,750	
Capital Outlay	\$8,250	
R & I Capital Outlay	\$0	
Total for Wastewater Collections		\$148,684
Wastewater Customer Accounts		
Personnel	\$125,368	
Supplies & Expense	\$48,050	
Capital Outlay	\$0	
Total for Customer Accounts - Wastewater		\$173,418
Wastewater Admin. & General		
Personnel	\$168,619	
Supplies and Expense	\$129,461	
County Agreements	\$72,000	
CMU Bldg Other Expense	\$3,850	
Capital Outlay	\$8,000	
Debt Service	\$170,700	
Transfer to System, R/I Acct & Electric	\$0	
Total for Admin. & General - Wastewater		\$552,630
Wastewater System Bond Funds		\$0
Total for Wastewater Revenue Fund		2,400,939

SECTION TWENTY

THAT, there be appropriated from the Stormwater Utility Fund:

Personnel	\$0	
Supplies and Expense	\$91,150	
Capital Outlay	\$8,250	
Debt Service Payments	\$0	
Total for Stormwater Utility Fund		\$99,400

Total for Stormwater Utility Fund 99,400

SECTION TWENTY-ONE

THAT, there be appropriated from the GAC Debt Retirement Fund:

Debt Service Payments \$428,657

Total for GAC Debt Retirement Fund 428,657

SECTION TWENTY-TWO

THAT, there be appropriated from the Utility Depository Fund the Sum of:

120,000

SECTION TWENTY-THREE

THAT, there be appropriated from the Self-Insurance Fund the sum of:

5,000

SECTION TWENTY-FOUR

THAT, there be appropriated from the Unclaimed Money Fund the sum of:

10,000

SECTION TWENTY-FIVE

THAT, there be appropriated from the S-2011 Wastewater Bond Fund the sum of:

170,700

Total All Appropriations 46,274,287

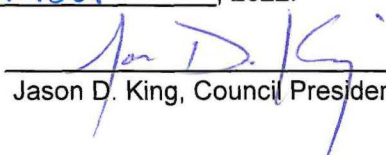
SECTION TWENTY-SIX

THAT, the City Auditor is hereby authorized to draw her warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving the proper certification and vouchers therefore approved by the Board of Officers authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures; provided that the warrants shall be drawn or paid for salaries or wages, except the persons employed by authority of, and in accordance with, law, or ordinances. Provided further, that the appropriation for contingencies can only be expended upon approval of a two-thirds vote of Council for items of expense constituting a legal obligation against the city, and for the purpose other than those covered by the other specific appropriations herein made.

SECTION TWENTY-SEVEN

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare, such emergency arising out of the necessity to meet 2023 obligations when due. Now, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of December, 2022.

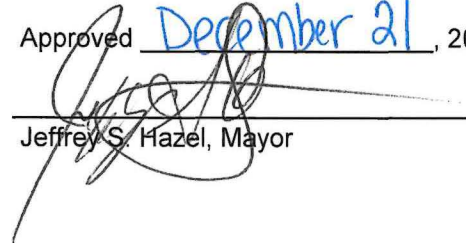

Jason D. King, Council President

ATTEST:



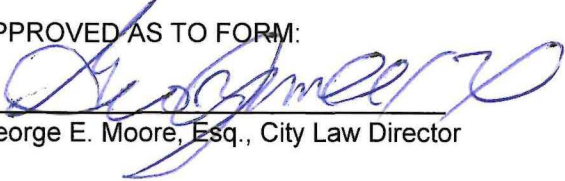
Michael F. DiDonato, Clerk of Council

Approved December 21, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George E. Moore, Esq., City Law Director

ORDINANCE 51-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND TO ENTER INTO CONTRACTS FOR CITY PROJECTS AND CAPITAL EQUIPMENT FOR FISCAL YEAR 2023.

WHEREAS, certain projects and equipment are necessary for the efficient operation of various departments and for the public health, safety and welfare of the City of Celina, Ohio; and

WHEREAS, it is necessary that advertising bidding and awarding of these contracts be carried out in compliance per the requirements of the Ohio Revised Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director and other appropriate appointing authorities be and is hereby authorized to advertise for, and or receive bids, and enter into a contract, and or that the Board of Control award such public bids for the following equipment and projects:

Equipment

Municipal Courts- Computer/Office
Administration Building- Replace Flooring
Police Department- MARCS Mobile Radio
Police Department- CAD/RMS Software Upgrade
Police Department- Replace Marked Patrol Car
Police Department- Replace In-Car Cameras
Police Department- Shelter House at Range
Fire Department- Hurst Tool
Fire Department- Dry Suits (2)
Fire Department- Dry Hydrants (2)
Fire Department- Steel Carport
Public Works Department- F-550 Truck w/Service Body & Snow Plow
Parks- Replace Mowers (2)
Parks- New Riding Line Striper
Parks- Fencing Around Splash Pad
Parks- Blast and Paint Slide Stairway
Electric Department- Fiber for New Relays
Electric Department- New and Replace Poles and Lights
Electric Department- Feeder 3,4,6 Rebuild Project
Electric Department- Transformers & Regulators
Electric Department- Install Sub Relays
Electric Department- Meter Upgrade to Radio Read Meters
Electric Department- North Street Building Site Work
Water- Replace Sand in Sand Filters (4)
Water- Replace Air Valve in Sand Filters (4)
Water- Replace Sand Filter Turbidity Meters (4)
Water- Replace Settling Basin Valves (5)
Water- Replace Alum Tanks (3)
Water- DAF Bubbler System Air Comp. (2)
Water- Fence Painting @ WTP
Water- Water Dist. Backhoe (Pay 2 of 4)
Water- WWTP Meter Match (1/2)

Water- Equipment/Mower Trailer
Water- Summit St. Tower Drain/Clean/Paint (Pay 2 of 3)
Water- Fire Hydrants
Wastewater- Replace Fairgrounds LS Pumps (3)
Wastewater- Water Meter Split (1/2)
Wastewater- 20 ft. Trailer
Wastewater- 2024 RAM 3500 4x4, regular cab, 8' bed w/lift gate, lights, snow plow attachment
Wastewater- Lift for Sewer Camera (1/2)
Stormwater- Lift for Camera (1/2)

Projects

Irmscher Intersection Reconstruction

SECTION TWO

THAT, the Safety-Service Director, at his discretion, use the approved Equipment Listing from the State of Ohio's bidding process, in lieu of formal bidding for qualifying equipment purchases.

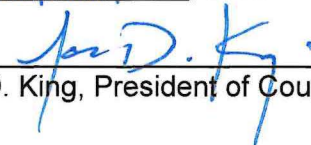
SECTION THREE

THAT, the Auditor be and is hereby authorized to draw warrants for payment of the above projects and capital equipment, the funding of said items as appropriated and passed within Ordinance 50-22-O.

SECTION FOUR

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of December, 2022

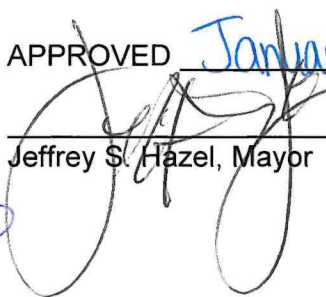


Jason D. King, President of Council

ATTEST:

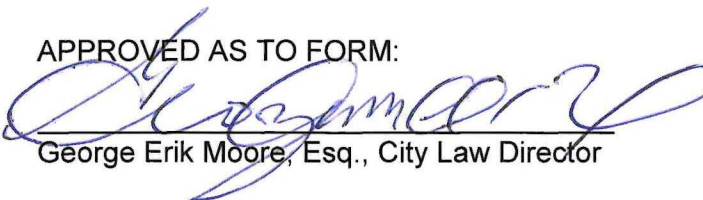


Michael F. DiDonato, Clerk of Council

APPROVED January 20, 2023


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 52-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND TO ENTER INTO CONTRACTS FOR CERTAIN MATERIALS, SERVICES, SUPPLIES AND EQUIPMENT NEEDED DURING 2023.

WHEREAS, certain materials, services, supplies and equipment are necessary for efficient operation of various departments of the City of Celina, Ohio, and are obtained by contract; and

WHEREAS, it is necessary that advertising, bidding and awarding of these contracts be carried out in compliance per the requirements of the Ohio Revised Code; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise for, and or receive bids, and enter into a contract, and or that the Board of Control award public bids for personnel consulting services, engineering consulting, electric consulting, cleaning services, wastewater and water treatment (coagulant, lime, oxygen, granular activated charcoal, sodium hypochlorite, sodium aluminates, calcium nitrate, polymer and other necessary chemicals), water line material, bituminous material, salt, concrete, stone, transformers, wire, poles, and contract labor and equipment for street marking, crack sealing, tree trimming, grinding, and maintenance and upgrading of the electric distribution system.

SECTION TWO

THAT, the Auditor be and is hereby authorized and directed to draw warrants for payment of the above materials, services, supplies and equipment and the funding of said items has been appropriated through Ordinance 50-22-O.

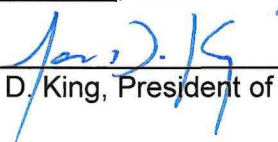
SECTION THREE

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

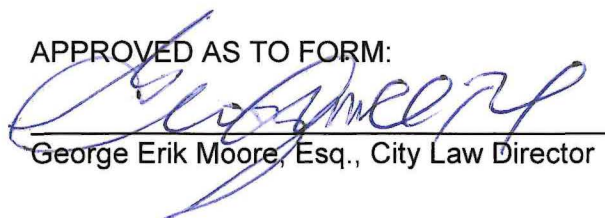
PASSED this 21st day of December, 2022

ATTEST: 

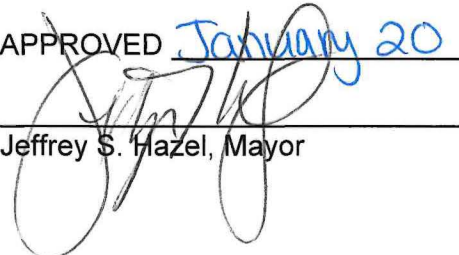
Michael F. DiDonato, Clerk of Council



Jason D. King, President of Council

APPROVED AS TO FORM: 

George Erik Moore, Esq., City Law Director

APPROVED January 20, 2023


Jeffrey S. Hazel, Mayor

ORDINANCE 53-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD THE SOUTHWEST QUADRANT WATERLINE REPLACEMENT PROJECT TO SHINN BROS., INC., APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to replace waterlines in the Southwest Quadrant; and

WHEREAS, the City of Celina has received four bids, which is attached hereto as Exhibit A, for the Southwest Quadrant Waterline Replacement Project; and

WHEREAS, Shinn Bros., Inc. has the lowest and best bid amount of One Million Five Hundred Fifty-Four Thousand Dollars (\$1,554,000.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is authorized to award the Southwest Quadrant Waterline Replacement Project to Shinn Bros., Inc. and the Safety-Service Director, Law Director, and Auditor is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **WWIP – Water & WWP Infrastructure Fund:**

WWIP Infrastructure Prog Fund Exp (314.110.5550)	\$680,000.00
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Appropriate from Unappropriated balance of the **American Res Plan Act Grant (ARPA) Fund:**

American Res Plan Act Grant - Exp (261.110.5550)	\$755,604.96
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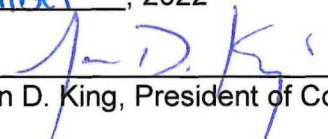
Appropriate from Unappropriated balance of the **Water Sys Oper Fund:**

Water Dist Lines-Pipe Cap (663.632.5512)	\$118,395.04
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SECTION THREE

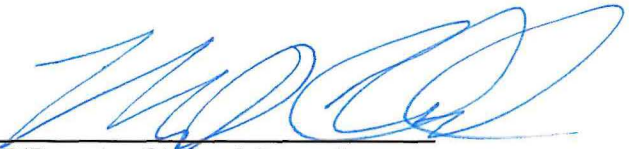
THAT, this Ordinance shall be declared an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the Southwest Quadrant Waterline Replacement can be done at the earliest date possible. NOW, therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of November, 2022



Jason D. King, President of Council

ATTEST:

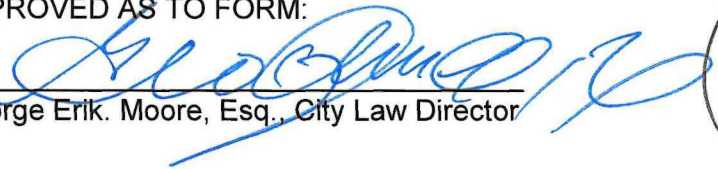


Michael F. DiDonato, Clerk of Council

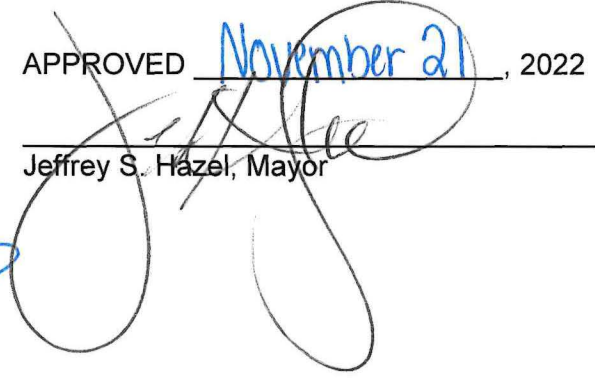
APPROVED November 21, 2022

Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director





November 11, 2022

Thomas Hitchcock, PE
Safety Service Director
City of Celina
225 N. Main Street
Celina, Ohio 45822

Re: Southwest Quadrant Waterline Replacement
City of Celina
Project No. 221803.08

Dear Mr. Hitchcock:

Access Engineering Solutions, LLC. has reviewed the bids received on November 10, 2022 for the above referenced project and has compiled the bid tabulation which is attached. The apparent low bidder was Shinn Bros Inc., with a bid price of \$1,554,000.00. The second low bidder was PAB Construction Co., with a bid price of \$1,625,825.00.

Upon our review of the work experience of each contractor, it is our opinion that Shinn Bros Inc. has the necessary qualifications to perform the work on this project.

Based upon the review of these bids, it is our recommendation that the City of Celina accepts Shinn Bros Inc. as the best bid for this project and enters into a contract for the base bid amount of \$1,554,000.00.

If you have any questions or require additional information, please contact our office.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in black ink, appearing to read 'Craig Knapke'.

Craig Knapke
Project Manager

enclosure



BID OPENING

PROJECT: Southwest Quadrant Waterline Replacement
 City of Celina
 221803.08

DATE: November 10, 2022
TIME: 11:00 A.M.
ENGINEER'S ESTIMATE: \$1,575,000.00

No.	Name of Contractor	Location	Bid Bond	Base Bid Price
1	Shinn Bros., Inc.	Celina, OH	X	\$1,554,000.00
2	PAB Construction	Coldwater, OH	X	\$1,625,825.00
3	Tom's Construction	St. Henry, OH	X	\$1,633,388.00
4	VTF Excavation	Celina, OH	X	\$1,730,594.00
5				
6				
7				
8				
9				
10				

ORDINANCE 54-22-O

AN ORDINANCE VACATING A PORTION OF THE ALLEY DESCRIBED AS “THE NORTH/SOUTH ALLEY BETWEEN WEST WARREN STREET AND WEST LOGAN STREET (ONLY THE NORTH HALF OF THE ALLEY). ALLEY BEHIND 303 SOUTH MAIN STREET AND 311 SOUTH MAIN STREET. STARTING AT THE RIGHT OF WAY ON THE “NORTH SIDE OF THE ALLEY AND HEADING IN A SOUTH DIRECTION ONE HUNDRED SIXTY-FIVE FEET AND SIXTEEN AND A HALF (16.5) FEET WIDE EAST/WEST DIRECTION”.

WHEREAS, Oily Boyz LLC and Garcha Realty in their individual capacity and as a corporate capacity as owner of Marathon Gas Station of 303 South Main Street and vacant building at 311 South Main Street, have petitioned the City of Celina, Ohio for the vacation of a portion of the alley located at and described as “THE NORTH/SOUTH ALLEY BETWEEN WEST WARREN STREET AND WEST LOGAN STREET (ONLY THE NORTH HALF OF THE ALLEY). ALLEY BEHIND 303 SOUTH MAIN STREET AND 311 SOUTH MAIN STREET. STARTING AT THE RIGHT OF WAY ON THE “NORTH SIDE OF THE ALLEY AND HEADING IN AN SOUTH DIRECTION ONE HUNDRED SIXTY-FIVE AND SIXTEEN AND A HALF (16.5) FEET WIDE EAST/WEST DIRECTION” (hereinafter the “portion of the alley proposed to be vacated”), as shown on the aerial map attached hereto and labeled as **Exhibit “A”** which is fully-incorporated herein by reference, as well as the Engineer’s Description packet attached hereto and labeled as **Exhibit “B”** which is fully-incorporated herein by reference; and

WHEREAS, the Celina Planning Commission at its October 20, 2022 meeting voted to recommend to Council to vacate the above-described “portion of the alley proposed to be vacated”, the minutes of which are attached hereto and labeled as **Exhibit “C”** which is fully-incorporated herein by reference; and

WHEREAS, pursuant to Ohio Revised Code Section 723.06, no notice is required because written consent to such vacation has been filed with the legislative authority by 100% of the owners of the property abutting the part of the above-described “portion of the alley proposed to be vacated” as reflected in the attached **Exhibit “D”** which is attached hereto and fully-incorporated herein by reference, and acknowledgment of the City’s retention of a permanent easement in the vacated portion of said alley for the purpose of accessing, constructing, maintaining, operating, renewing, reconstructing, and removing utility facilities pursuant to Ohio Revised Code Section 723.041.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, it being found upon hearing, and the Council, upon being satisfied that there is good cause for such partial vacation is not detrimental to the general interest, herein declares the portion of the alley Situated in the City of Celina, County of Mercer, State of Ohio and described above as the “portion of the alley proposed to be vacated” and as more particularly shown in **Exhibit “A”** which is incorporated herein and made a part of this Ordinance, be and is hereby vacated as a public way and acceptance of its prior dedication is hereby rescinded.

SECTION TWO

THAT, the title to the real estate represented by this vacated public right of way hereby vests in

the adjoining property owners as provided by law.

SECTION THREE

THAT, the City of Celina further retains a permanent easement in the vacated "portion of the alley proposed to be vacated" as-described above for the purpose of accessing, constructing, maintaining, operating, renewing, reconstructing, and removing utility facilities pursuant to Ohio Revised Code Section 723.041.

SECTION FOUR

THAT, the adjoining property owners shall each bear their own costs associated with the recording of this ordinance and related documents with the Recorder of Mercer County and any other agency where recording is necessary including but not limited to the cost of any new survey, if required. Further, the adjoining property owners shall be responsible for drawing new deeds to divide the vacated street between the parcels of property to its north and to its south if required to do so by any agency.

SECTION FIVE

THAT, it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION SIX

NOW, THEREFORE, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

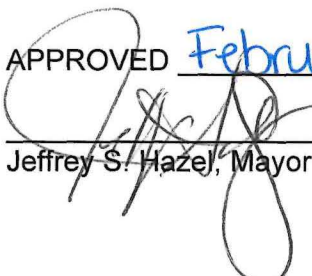
PASSED this 9th day of January, 2023




Jason D. King, President of Council

ATTEST: 

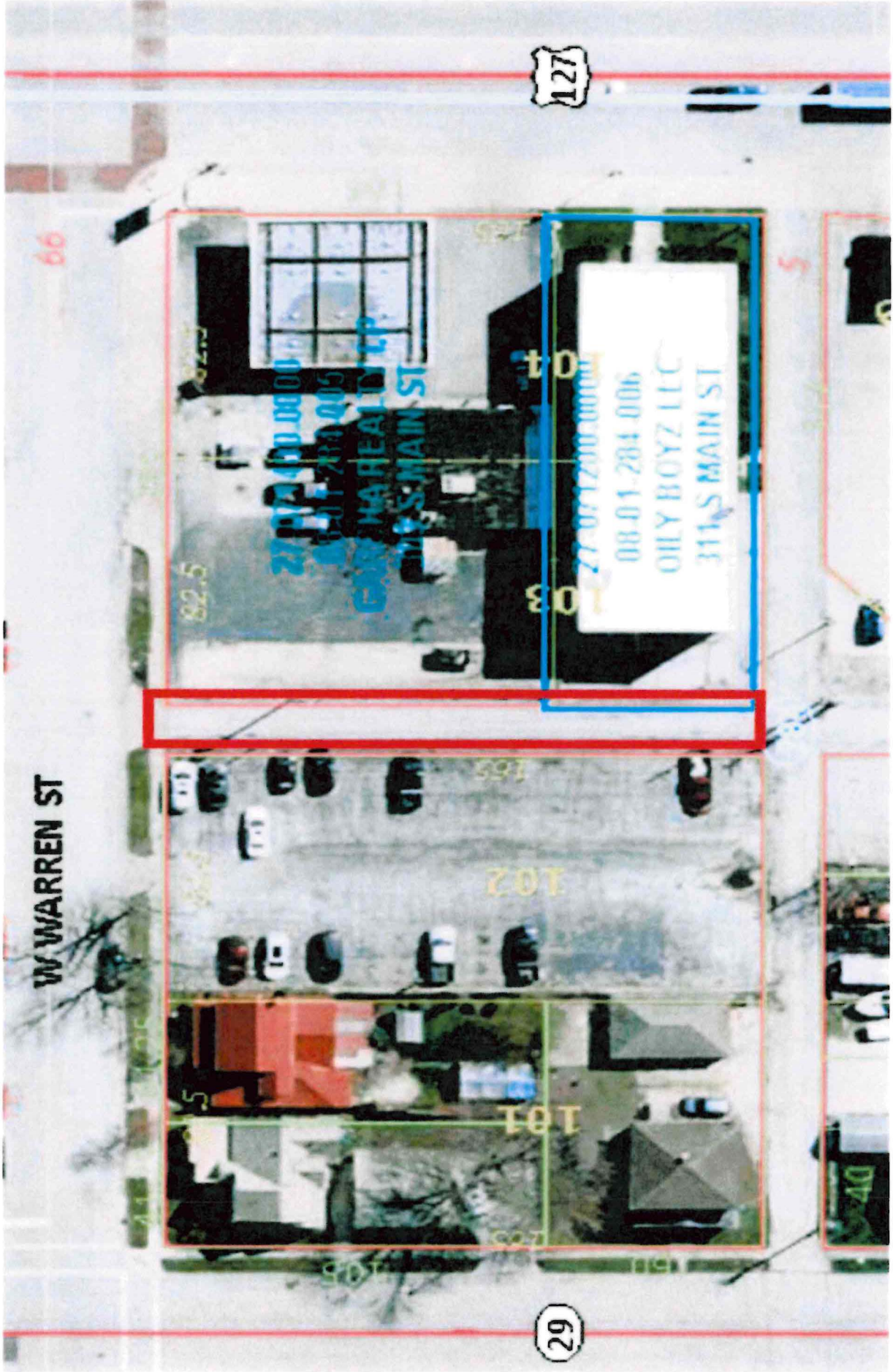
Michael Didonato, Clerk of Council

APPROVED February 8, 2023


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George E. Moore, Esq., City Law Director





City of Celina, Ohio

OFFICES OF:

November 15, 2022

Mayor
419-586-5823

Safety-Service
Director
419-586-6464

Jason King
City Council President
City Hall
Celina, OH 45822

Community
Development
419-586-6464

Dear Mr. King,

Municipal Utilities
419-586-2311

Engineering Planning
& Zoning
419-586-1144

The Celina City Planning Commission met on October 20, 2022 and reviewed a petition by abutting property owner for a proposed portion of alley vacation. The proposed portion is for the alley that runs north/south connecting Warren St to Logan St. The physical address is behind (east) of 311 S. Main St. and north of this property 307 S. Main St. (Marathon Gas Station). Public utilities are in the platted alley, which requires that there be an easement in place for these utilities.

Parks & Recreation
419-586-1041

The Planning Commission is recommending to Council at this time that the alley be vacated with a utility easement in place for the protection of existing utilities at this location. Documentation and drawing has been given City Law Director George Moore.

A copy of the Planning Commission's minutes is attached.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Barnhart", is written over a horizontal line.

Vince Barnhart
Secretary Celina City Planning Commission



Celina Planning Commission

October 20, 2022 Meeting Minutes

Location: 2nd floor of Administration Building
Time: 7:00 PM
Members Present: Mayor Hazel and SSD Hitchcock
Members Absent: M. Overman, T. Hone*
Others Present: Vince Barnhart and Garret Lutz (City of Celina), Sharon Poor*, Cody Muhlenkamp, Jacob Poepelman and Dylan Pottkutter

The Planning Commission meeting is called to order at 7:00pm by Mayor Hazel who recognizing there is no quorum immediately commissions Sharon Poor active member of Planning Commission (she was already notified to be a member but was observing). Tom Hone came to the meeting following the start of the meeting.

Board reviewed minutes but realized they could not act upon so tabled till next meeting.

First item on the agenda is a site plan review of an alley vacate request by Oily Boys LLC (Cody Muhlenkamp) of Celina, OH. Alley is behind 311 S Main St and 307 S Main St that runs north and south. Zoning is B-2. Muhlenkamp spoke on behalf of Oily Boyz and stated the space would be used for parking for a new project in the works at 311 S. Main St. Mayor Hazel spoke up he was "very excited" to see the finish project. Hone came in during presentation and was brought up to speed. Hone inquired about utilities and Mayor explained there would have to be an easement for the city utilities written up. Muhlenkamp said he had approval by the tenant (Marathon gas station) but not the current owner. Mayor and SSD both said that Muhlenkamp would need in writing approval from property owner. Hone inquired about property owners being notified. Barnhart said all letters were mailed out. Mayor Hazel explained if the alley were to be vacated it would also need city council's "blessing".

SSD Hitchcock made motion to accept contingent upon Oily Boyz getting written approval from property owner of the Marathon station, a property survey stating easement for utilities. Mayor seconded the motion with all in favor.

Second item was tabled. Celina Tent was put on further notice due to some requirements from Fire Chief needing met on water line size.

Meeting was adjourned by Mayor Hazel at 7:26 pm.

Minutes Submitted by: Vince Barnhart, Planning Commission Secretary

11/10/2022

Celina Planning and Zoning
308 Portland St
Celina, OH 45822

Garcha Realty LP, the owner of 303 S Main St. Celina, OH 45822 agrees for the alley located directly West of them to be vacated from Warren St. to the end of 311 S Main St.



Property Owner Name Garcha Realty LP
Property Owner Signature H.S. Garcha
Date 11-10-22

11/08/2022

Celina Planning and Zoning
308 Portland St
Celina, OH 45822

Garcha Realty LP, the owner of 303 S Main St. Celina, OH 45822 agrees for the alley located directly West of them to be vacated from Warren St. to the end of 311 S Main St.



Property Owner Name GARCHA REALTY LP

Property Owner Signature H.S. Garcha

Date 11-10-22

ORDINANCE 55-22-O

AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR THE MEYER ROAD RIGHT-OF-WAY.

WHEREAS, the City of Celina Planning Commission met on November 10, 2022 and recommends to the Council of the City of Celina approval of the preliminary plat for the Meyer Road right-of-way.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the approved preliminary plat of the Meyer Road right-of-way is attached hereto as Exhibit A which is fully incorporated herein by reference.

SECTION TWO


THAT, the Council of the City of Celina does hereby approve the preliminary plat for the Meyer Road right-of-way as submitted and approved by the City of Celina Planning Commission.

SECTION THREE


THAT, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 9th day of January, 2023.

ATTEST:




Michael F. DiDonato, Clerk of Council



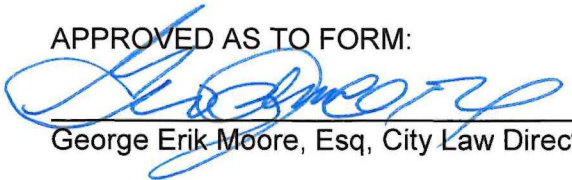
Jason D. King, President of Council

APPROVED February 8, 2023

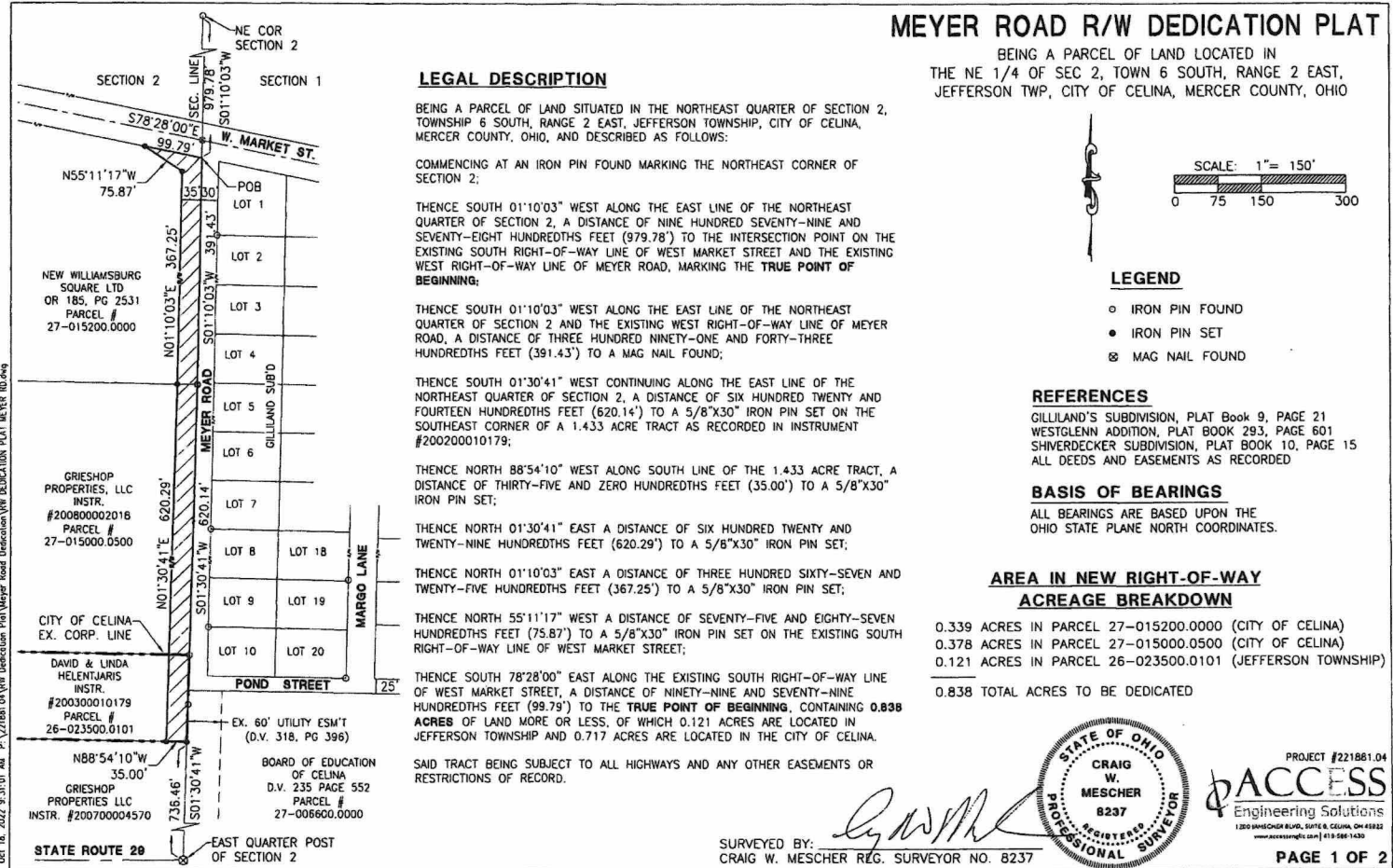


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq, City Law Director



MEYER ROAD R/W DEDICATION PLAT

BEING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SEC 2, TOWN 6 SOUTH, RANGE 2 EAST, JEFFERSON TWP, CITY OF CELINA, MERCER COUNTY, OHIO

LEGAL DESCRIPTION

BEING A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, JEFFERSON TOWNSHIP, CITY OF CELINA, MERCER COUNTY, OHIO, AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND MARKING THE NORTHEAST CORNER OF SECTION 2;

THENCE SOUTH 01°10'03" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF NINE HUNDRED SEVENTY-NINE AND SEVENTY-EIGHT HUNDREDTHS FEET (979.78') TO THE INTERSECTION POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF WEST MARKET STREET AND THE EXISTING WEST RIGHT-OF-WAY LINE OF MEYER ROAD, MARKING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 01°10'03" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2 AND THE EXISTING WEST RIGHT-OF-WAY LINE OF MEYER ROAD, A DISTANCE OF THREE HUNDRED NINETY-ONE AND FORTY-THREE HUNDREDTHS FEET (391.43') TO A MAG NAIL FOUND;

THENCE SOUTH 01°30'41" WEST CONTINUING ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF SIX HUNDRED TWENTY AND FOURTEEN HUNDREDTHS FEET (620.14') TO A 5/8"x30" IRON PIN SET ON THE SOUTHEAST CORNER OF A 1.433 ACRE TRACT AS RECORDED IN INSTRUMENT #200200010179;

THENCE NORTH 88°54'10" WEST ALONG SOUTH LINE OF THE 1.433 ACRE TRACT, A DISTANCE OF THIRTY-FIVE AND ZERO HUNDREDTHS FEET (35.00') TO A 5/8"x30" IRON PIN SET;

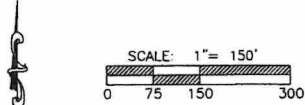
THENCE NORTH 01°30'41" EAST A DISTANCE OF SIX HUNDRED TWENTY AND TWENTY-NINE HUNDREDTHS FEET (620.29') TO A 5/8"x30" IRON PIN SET;

THENCE NORTH 01°10'03" EAST A DISTANCE OF THREE HUNDRED SIXTY-SEVEN AND TWENTY-FIVE HUNDREDTHS FEET (367.25') TO A 5/8"x30" IRON PIN SET;

THENCE NORTH 55°11'17" WEST A DISTANCE OF SEVENTY-FIVE AND EIGHTY-SEVEN HUNDREDTHS FEET (75.87') TO A 5/8"x30" IRON PIN SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF WEST MARKET STREET;

THENCE SOUTH 78°28'00" EAST ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF WEST MARKET STREET, A DISTANCE OF NINETY-NINE AND SEVENTY-NINE HUNDREDTHS FEET (99.79') TO THE **TRUE POINT OF BEGINNING**, CONTAINING **0.838 ACRES** OF LAND MORE OR LESS, OF WHICH 0.121 ACRES ARE LOCATED IN JEFFERSON TOWNSHIP AND 0.717 ACRES ARE LOCATED IN THE CITY OF CELINA.

SAID TRACT BEING SUBJECT TO ALL HIGHWAYS AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.



LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ⊗ MAG NAIL FOUND

REFERENCES

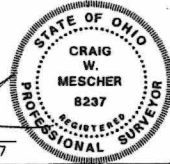
GILLILAND'S SUBDIVISION, PLAT Book 9, PAGE 21
WESTGLENN ADDITION, PLAT BOOK 293, PAGE 601
SHIVERDECKER SUBDIVISION, PLAT BOOK 10, PAGE 15
ALL DEEDS AND EASEMENTS AS RECORDED

BASIS OF BEARINGS

ALL BEARINGS ARE BASED UPON THE OHIO STATE PLANE NORTH COORDINATES.

**AREA IN NEW RIGHT-OF-WAY
ACREAGE BREAKDOWN**

0.339 ACRES IN PARCEL 27-015200.0000 (CITY OF CELINA)
0.378 ACRES IN PARCEL 27-015000.0500 (CITY OF CELINA)
0.121 ACRES IN PARCEL 26-023500.0101 (JEFFERSON TOWNSHIP)
0.838 TOTAL ACRES TO BE DEDICATED



SURVEYED BY: *Craig W. Mescher*
CRAIG W. MESCHER REG. SURVEYOR NO. 8237



CITY OF CELINA, OHIO, PROJECT #221881.04, PLAT #221881.04, MEYER ROAD DEDICATION PLAT, MEYER ROAD, OHIO

Oct 18, 2022 9:30:18 AM P:\221881.04\NEW DEDICATION Plat\Meyer Road Dedication\NEW DEDICATION PLAT, MERCER RD.dwg

DEDICATION
 KNOWN ALL MEN BY THESE PRESENTS;
 THAT NEW WILLIAMSBURG SQUARE LTD., ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.339 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

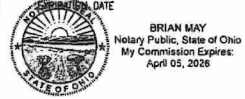
Melinda Sible 10/11/22
 OWNER (SIGNATURE) DATE
Melinda Sible
 OWNER (PRINT NAME)

ACKNOWLEDGMENT
 STATE OF OHIO
 COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL
 THIS 21st DAY OF October, 2022.

Brian May 4-5-26
 NOTARY EXPIRATION DATE



DEDICATION
 KNOWN ALL MEN BY THESE PRESENTS;
 THAT GRIESHOP PROPERTIES LLC, ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.378 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

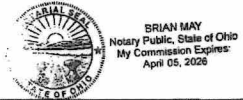
Jeffrey L. Grieshop 2022 Oct 21
 OWNER (SIGNATURE) DATE
JEFFREY L. GRIESHOP
 OWNER (PRINT NAME)

ACKNOWLEDGMENT
 STATE OF OHIO
 COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL
 THIS 21st DAY OF October, 2022.

Brian May 4-5-26
 NOTARY EXPIRATION DATE



DEDICATION
 KNOWN ALL MEN BY THESE PRESENTS;
 THAT DAVID & LINDA HELENTJARIS, ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.121 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

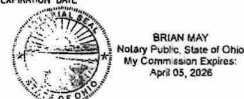
David Helemtjaris 10/21/22
 OWNER (SIGNATURE) DATE
Linda Helemtjaris 10/21/22
 OWNER (PRINT NAME) DATE

ACKNOWLEDGMENT
 STATE OF OHIO
 COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL
 THIS 21st DAY OF October, 2022.

Brian May 4-5-26
 NOTARY EXPIRATION DATE



DEDICATION
 KNOWN ALL MEN BY THESE PRESENTS;
 THAT GRIESHOP PROPERTIES LLC, ONE OF THE OWNERS OF THE LAND ON THE ACCOMPANYING PLAT, HAVE CAUSED THE AREA ENCOMPASSED BY THIS PLAT TO BE SURVEYED AND PLATTED. FURTHERMORE, WE DO HEREBY DEDICATE THE ROADWAYS (0.378 ACRES) APPEARING HEREON TO THE USE OF THE PUBLIC FOREVER.

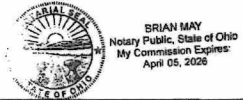
Jeffrey L. Grieshop 2022 Oct 21
 OWNER (SIGNATURE) DATE
JEFFREY L. GRIESHOP
 OWNER (PRINT NAME)

ACKNOWLEDGMENT
 STATE OF OHIO
 COUNTY OF MERCER:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MERCER, STATE OF OHIO, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS AND ACKNOWLEDGED THE SIGNING OF THE ABOVE TO BE THEIR FREE ACT AND DEED, AND THE DULY AUTHORIZED ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF I HAVE AFFIXED MY HAND AND SEAL
 THIS 21st DAY OF October, 2022.

Brian May 4-5-26
 NOTARY EXPIRATION DATE



COUNTY AUDITOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES ON LAND COMPRISING THIS MEYER ROAD R/W DEDICATION PLAT AND THAT THIS PLAT WAS FILED FOR TRANSFER IN THE OFFICE OF THE MERCER COUNTY AUDITOR THIS ____ DAY OF ____ 2022.

MERCER COUNTY AUDITOR, RANDALL E. GRAPNER

RECORDER'S CERTIFICATE
 RECEIVED FOR RECORD THIS ____ DAY OF ____ 2022. RECORDED IN INSTRUMENT # ____
 FEE: ____

MERCER COUNTY RECORDER, ANGELA H. KIRK

CITY ACCEPTANCE
 THIS RW DEDICATION PLAT TO THE CITY OF CELINA, OHIO HAS BEEN ACCEPTED BY THE COUNCIL OF THE CITY OF CELINA, OHIO BY ORDINANCE NO. _____, DATED THIS ____ DAY OF ____ 2022.

JEFFREY HAZEL, MAYOR DATE
 MICHAEL F. DIDONATO, CLERK DATE

MERCER COUNTY COMMISSIONERS
 AT A MEETING OF THE MERCER COUNTY COMMISSIONERS HELD THIS ____ DAY OF ____ 2022, THIS RIGHT-OF-WAY DEDICATION PLAT WAS ACCEPTED AND APPROVED BY:

JERRY LAFFIN, COMMISSIONER DATE
 RICK MUHLENKAMP, COMMISSIONER DATE
 GREG HOMAN, COMMISSIONER DATE

JEFFERSON TOWNSHIP TRUSTEES
 THIS RIGHT-OF-WAY DEDICATION PLAT APPROVED ____ DAY OF ____ 2022

JEFFERSON TOWNSHIP TRUSTEES RESOLUTION # _____

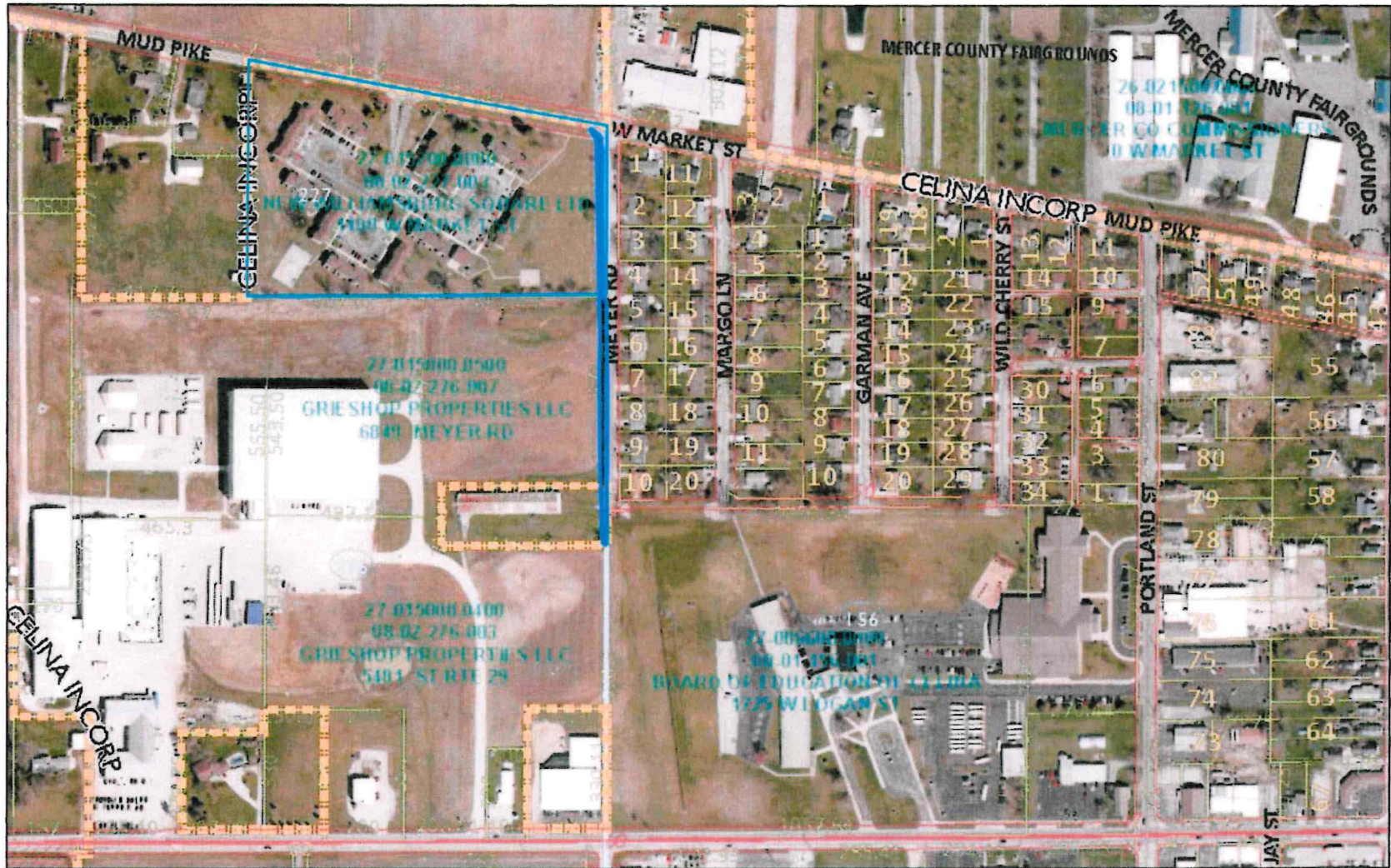
KENT MARBAUGH, TRUSTEE DATE
 KEITH HOUTS, TRUSTEE DATE
 NICK LAUX, TRUSTEE DATE

MERCER COUNTY ENGINEES
 THIS RIGHT-OF-WAY DEDICATION PLAT WAS REVIEWED AND APPROVED FOR RECORDING.

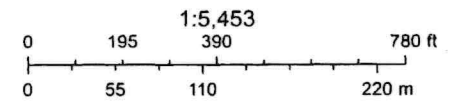
JAMES A. WIECHART DATE
 MERCER COUNTY ENGINEER

PROJECT #221881.04
PACC **SS**
 1200 WASHINGTON BLVD., SUITE 8, CELINA, OH 45822
 www.paccss.com | 419.239.4420

Mercer County, Ohio - GIS 2022



November 16, 2022





City of Celina, Ohio

OFFICES OF:

Mayor
419-586-5823

Safety-Service
Director
419-586-6464

Community
Development
419-586-6464

Municipal Utilities
419-586-2311

Engineering Planning
& Zoning
419-586-1144

Parks & Recreation
419-586-1041

November 15, 2022

Jason King
City Council President
City Hall
Celina, OH 45822

Dear Mr. King,

The Celina City Planning Commission met on November 10, 2022 and reviewed a petition by Access Solutions, LLC of Celina, Ohio. They have applied for a right of way dedication plat on Meyer Road (west side) running south from West Market St to south portion of Helentjaris property (tax #26-023500.0101). Right of way proposal goes through properties owned by New Williamsburg Square- 1400 W. Market St.; Grieshop Properties, LLC-5373 SR 29 and David & Linda Helentjaris- 601 Linden Ave.

The Planning Commission is recommending to Council at this time that the right of way plat be granted. Documentation and drawing has been given City Law Director George Moore. A copy of the Planning Commission's minutes is attached.

Sincerely,

Vince Barnhart
Secretary Celina City Planning Commission



Celina Planning Commission November 10, 2022 Meeting Minutes

Location: 2nd floor of Administration Building
Time: 7:00 PM
Members Present: *Mayor Hazel, Sharon Poor, Tom Hone and SSD Hitchcock
Members Absent: M. Overman
Others Present: Vince Barnhart and Garret Lutz (City of Celina), Randy Leistner, Jeff Grieshop, Brian May, Kathy Trejo, Matt Hibner, Eric Baltzell, Phil Metz, Susan McDowl, Joe Bey and Austin Bruns

The Planning Commission meeting is called to order at 7:00pm by Tome Hone. Minutes from previous meetings cannot be voted upon due to quorum issues, so minutes will be reviewed at next meeting. *Mayor was not present at beginning of meeting for vote.

First item on the agenda is a request by L&L Distribution of 1901 Industrial Dr in Celina. They are requesting a lot split or map change of 0.381 acres. Randy Leistner explained he was selling of the land but keeping the parcel or the area the cell tower is upon. Hone asked if the city had any issues with this. Barnhart said he had spoken with county mapping and they had none. Hone felt this is “pretty straight forward”. SSD Hitchcock made a motion to accept with Sharon Poor seconded the motion with all in favor.

Second item was tabled at October meeting due to water line and hydrant discussions between Fire Chief Wolters and Access Engineering. The item requested is by Grieshop Properties LLC (Celina Tent). Request for a site plan approval for a newbuilding to be placed at their facility at 5373 SR 29. Mr. Grieshop explained the floor plan and stated they would be moving their St. Mary’s employees back to the Celina site for work. SSD Hitchcock approved of the drawing. Fire Chief Wolters explained he was happy with testing and line size for water and working with Brian May of Access Engineering to insure proper water line size and coverage. Susan MCDowell, a neighbor, voiced her concern about a mound of dirt that needed to have weeds better taken care of. Greishop said the mound is going to be removed by city and county. SSD Hitchcock made motion to accept site plan seconded by Poor with all in favor.

Third item is a request by Victory Real Estate LTD (Austin Bruns) of Marysville, OH. He is requesting a lot split at 902 Sycamore St. He would like to build a duplex on proposed lot south of existing home. Zoning is R-2. Bruns introduced himself and explained he is from Mercer County and is buying homes in need of repair and trying “make neighborhoods more appealing that need attention”. Joe Bey voiced his displeasure in having three families on a lot stating “it’s just too small”. SSD Hitchcock noticed there was no survey showing the lot split and said he “can’t make a decision upon a hypothetical drawing”. Bruns asked what he needed to do and SSD explained to get with engineering department and first would need a survey then show a drawing with setbacks shown. With that SSD Hitchcock made motion to deny seconded by Poor. All in favor of motion denial.

Fourth item is a request by Access Engineering of Celina proposing of a right of way dedication plat for Meyer Road. Proposal includes two city lots and one in the county (Jefferson Twshp) for a total of 0.838 acres. Current zoning is R-3 and B-1. *Note: Mayor Hazel present for the remainder of the cases to be heard. Brian May spoke about the right of way being needed for the new school project in order for buses and traffic continuity. Susan Mcdowl spoke up concerned about parking on street stating that Machine-Pro parks on Meyer and this would make it extremely difficult for buses to travel down and citizens getting out of their drives. Mayor said he was not aware of this but the city would “definitely look into this” and thanked her for “valid concern”. SSD Hitchcock mentioned they might have to make west side no parking and said the city would look into this as well. Hone mentioned stakes in the ground as he drove down to take a look and Brian May told him they were property markers. Discussion of several scenarios ensued of night time parking of buses but the

buses will be parked in the evenings at a different location. Also discussed were evening "performances and sporting events". Kathy Trejo said most people will not park back there as there will not be an unlocked door for them to gain entry to the school. A brief discussion about possible using cones or barricades on a daily basis, and school representatives said this is something they could possibly consider. Fire Chief Wolters discussed he was okay with drawing and placements with hydrants per plan. Hone asked about the possibility of running Meyer Road all the way down to SR 29 and Mayor said no way. With that Mayor made motion to accept the right of way plat seconded by SSD Hitchcock. All were in favor.

Fifth item is a request filed by Garmin Miller for Celina City Schools. Proposal is for construction of a new PK-6 at current site with it being an addition to existing school building. Address is 1225 W Logan St and 227 Portland St. Kathy Trejo spoke about how the drawing submitted show less curb cuts and much easier flow for traffic and bus traffic. Mayor Hazel agreed and felt this looked "much cleaner". SSD Hitchcock presented the approved copy of plans by the board at the September 2022 meeting. Board members compared the plans and all felt this did to be a much better plan. Trejo spoke on the safety aspect and the security for all, staff and children. Mayor Hazel emphasized he appreciated all the time in preparing this and the safety of all was an utmost concern. Hone agreed that the plans were much cleaner after reviewing plans. A side discussion broke out concerning Susan McDowel and how she was hoping more of her neighbors would do what they did not. She again brought up her concern over the parking along Meyer Road and Mayor Hazel told her the city definitely would address her concern. Hone asked Phil Metz if he felt he was satisfied with "how this is all evolving?" Metz replied, "Yes sir very much so." Hone mentioned city engineering being all "over it (plans)" and fire department as well. BM Poor mentioned she would hope something would be done to eliminate anyone wanting to turn down Margo Lane. Mayor and SSD both stated the city would either put up a sign or school would possibly cone off daily. Joe Bey asked where buses are going to be in the evening. Trejo mentioned currently the buses are parking off Meyer Road at the cities gun range and some are driving them home. But a facility will be built later on the east side of town to accommodate bus parking. Mayor Hazel made motion to accept the petition as presented seconded by SSD Hitchcock with all in favor.

Meeting adjourned at 8:03 pm

Minutes Submitted by: Vince Barnhart, Planning Commission Secretary

ORDINANCE 56-22-O

AN ORDINANCE APPROPRIATING FUNDS AND AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE 56-21-0 AS THE EIGHTH SUPPLEMENT TO THE 2022 ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to adjust the appropriations for both Street and Storm Sewer Payroll due to a higher amount of Storm Sewer work performed this year; and

WHEREAS, it is necessary to appropriate additional monies for the CMU/Admin BLDG Incidentals due to the budgeted appropriations being insufficient to cover obligations and other anticipated expenditures; and

WHEREAS, it is necessary to appropriate a total of Twenty Five Thousand Dollars (\$25,000.00) from the various accounts to cover the additional payroll cost of the training period for the incoming Human Resource Coordinator and the unbudgeted retirement payout of the previous Human Resource Coordinator; and

WHEREAS, it is necessary to appropriate Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) from the unencumbered balance in the Cemetery Fund due to the budgeted appropriation being insufficient to cover obligations and anticipated expenditures for maintenance and contract labor; and

WHEREAS, it is necessary to appropriate One Thousand Seven Hundred Seventeen Dollars (\$1,717.00) from the unencumbered balance in the Park/Recreation Fund to cover final Pool Payroll; and

WHEREAS, it is necessary to appropriate Thirteen Dollars (\$13.00) from the unencumbered balance in the Mersman TIF Fund and Ninety One Dollars (\$91.00) from the unencumbered balance in the SR 703 TIF Fund for account line cleanup; and

WHEREAS, it is necessary to appropriate Three Million Four Hundred Thousand Dollars (\$3,400,000.00) from the unappropriated balance of the Electric Fund due to the budgeted appropriations being insufficient to cover the obligations and anticipated expenditures for AMP Ohio Inc; and

WHEREAS, it is desirable to appropriate the remaining funds available in the Bryson Park Phase 3 Fund for use towards the construction of the Lion's Club Restroom facilities, in accordance with Ordinance 5-19-O.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Unappropriate from Appropriated balance of the Street Fund:	
Street Maintenance/Rep Payroll (221.331.5111)	(\$ 20,000.00)
Appropriate from Unappropriated balance of the General Fund:	
Storm Sewer Operations/Maintenance Payroll (110.670.5111)	\$ 20,000.00
CMU/Admin BLDG Incidentals (110.171.5410)	\$ 7,540.00
Human Resource Coordinator (110.121.5113)	\$ 8,250.00

Appropriate from Unappropriated balance of the Cemetery Fund:		
Cemetery Maint Contract Labor (220.450.5230)	\$	5,750.00
Appropriate from Unappropriated balance of the Park/Recreation Fund:		
Pool Payroll (224.430.5113)	\$	1,717.00
Park CMU/Admin BLDG Incidentals (224.171.5410)	\$	390.00
Appropriate from Unappropriated balance of the Electric Fund:		
Elec CMU/Admin BLDG Incidentals (661.171.5410)	\$	2,470.00
Elec Plant Power Purchase (661.621.5210)	\$3,400,000.00	
Elec Adm/Gen Personnel (661.624.5100)	\$	8,000.00
Appropriate from Unappropriated balance of the Water Fund:		
Water CMU/Admin BLDG Incidentals (663.171.5410)	\$	1,300.00
Water Adm/Gen Personnel (663.634.5100)	\$	4,375.00
Appropriate from Unappropriated balance of the Wastewater Fund:		
WW Sys CMU/Admin BLDG Incidentals (666.171.5410)	\$	1,300.00
WW Sys Adm/Gen Personnel (666.644.5100)	\$	4,375.00
Appropriate from Unappropriated balance of the Mersman TIF Fund:		
Mersman TIF Expense (372.530.5560)	\$	13.00
Appropriate from Unappropriated balance of the SR 703 TIF Fund:		
SR 703 TIF Expense (375.331.5560)	\$	91.00
Appropriated from Unappropriated balance of the Bryson Park Phase 3 Fund:		
Bryson Park Phase 3 Project – Project Exp (345.224.5550)	\$	47,101.00

SECTION TWO

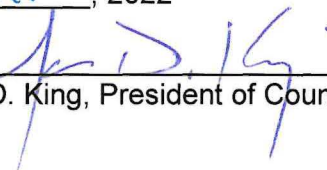
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 28th day of November, 2022

ATTEST:

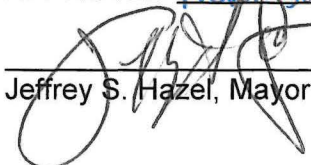


 Michael F. DiDonato, Clerk of Council



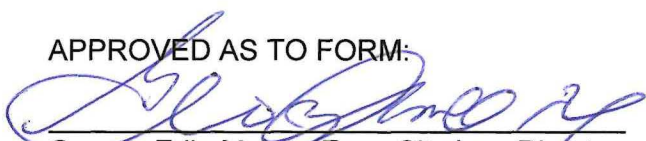
 Jason D. King, President of Council

APPROVED November 28, 2022



 Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



 George Erik Moore, Esq., City Law Director

ORDINANCE 57-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD THE NORTH WALNUT STREET RECONSTRUCTION PROJECT TO HOHENBRINK EXCAVATING, LLC, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to reconstruct North Walnut Street from West Market Street to Touvelle Street; and

WHEREAS, the City of Celina has received four bids, which is attached hereto as Exhibit A, for the North Walnut Street Reconstruction Project; and

WHEREAS, Hohenbrink Excavating, LLC has the lowest and best bid amount of One Million Three Hundred Forty-Eight Thousand Seven Hundred Ninety Dollars and Forty-Nine Cents (\$1,348,790.49).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is authorized to award the North Walnut Street Reconstruction Project to Hohenbrink Excavating, LLC and the Safety-Service Director, Law Director, and Auditor is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **Street Improvements Capital Fund:**

Street Improvement Capital Projects (321.221.5550) \$843,315.39

Appropriate from Unappropriated balance of the **Water Sys Oper Fund:**

Water Dist Lines-Pipe Cap (663.632.5512) \$ 223,370.77

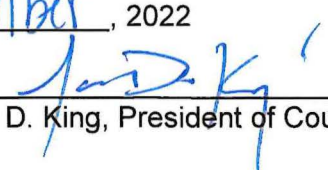
Appropriate from Unappropriated balance of the **Stormwater Utility Fund:**

Stormwater Utility Cap/Misc Infrastructure (668.651.5540) \$282,104.33

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the North Walnut Street Reconstruction can be done at the earliest date possible. NOW, therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of December, 2022



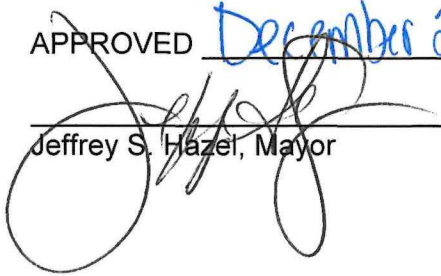
Jason D. King, President of Council

ATTEST:



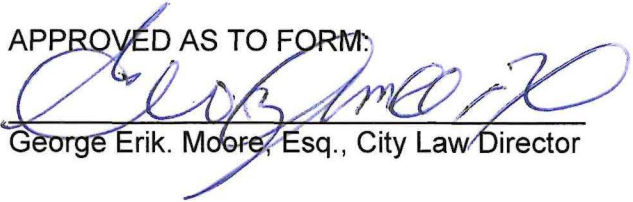
Michael F. DiDonato, Clerk of Council

APPROVED December 21, 2022

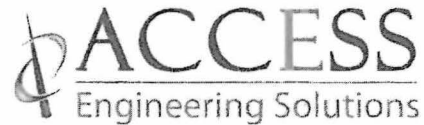


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



December 8, 2022

Thomas Hitchcock, PE
Safety Service Director
City of Celina
225 N. Main Street
Celina, Ohio 45822

Re: North Walnut Street Reconstruction
City of Celina
Project No. 222803.02

Dear Mr. Hitchcock:

Access Engineering Solutions, LLC. has reviewed the bids received on December 6, 2022 for the above referenced project and has compiled the bid tabulation which is attached. The apparent low bidder was Hohenbrink Excavating, LLC, with a bid price of \$1,348,790.49. The second low bidder was PAB Construction Co., with a bid price of \$1,403,350.00.

Upon our review of the work experience of each contractor, it is our opinion that Hohenbrink Excavating, LLC has the necessary qualifications to perform the work on this project.

Based upon the review of these bids, it is our recommendation that the City of Celina accepts Hohenbrink Excavating, LLC as the best bid for this project and enters into a contract for the base bid amount of \$1,348,709.49.

If you have any questions or require additional information, please contact our office.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in black ink, appearing to read "Craig Knapke".

Craig Knapke
Project Manager

enclosure



BID OPENING

PROJECT: North Walnut Street Reconstruction
City of Celina
222803.02

DATE: December 6, 2022
TIME: 11:00 A.M.
ENGINEER'S ESTIMATE: \$1,565,000.00

No.	Name of Contractor	Location	Add #1	Bid Bond	Bid Price
1	Hohenbrink Excavating	Findlay, OH	x	x	\$1,348,790.49
2	Miller Contracting	Ottoville, OH			
3	PAB Construction Co.	Coldwater, OH	x	x	\$1,403,350.00
4	Tom's Construction	St. Henry, OH	x	x	\$1,477,647.00
5	VTF Excavation	Celina, OH	x	x	\$1,566,813.25
6					
7					
8					
9					

ORDINANCE 58-22-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD THE NORTH ASH STREET RECONSTRUCTION PROJECT TO PAB CONSTRUCTION CO., APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to reconstruct North Ash Street from East Wayne Street to Johnson Avenue; and

WHEREAS, the City of Celina has received four bids, which is attached hereto as Exhibit A, for the North Ash Street Reconstruction Project; and

WHEREAS, PAB Construction Co. has the lowest and best bid amount of Nine Hundred Eight Thousand Seven Hundred Thirty-Four Dollars (\$908,734.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director is authorized to award the North Ash Street Reconstruction Project to PAB Construction Co. and the Safety-Service Director, Law Director, and Auditor is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **Street Improvements Capital Fund**:

Street Improvement Capital Projects (321.221.5550) \$518,815.00

Appropriate from Unappropriated balance of the **Water Sys Oper Fund**:

Water Dist Lines-Pipe Cap (663.632.5512) \$169,685.00

Appropriate from Unappropriated balance of the **Stormwater Utility Fund**:

Stormwater Utility Cap/Misc Infrastructure (668.651.5540) \$220,234.00

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the North Ash Street Reconstruction can be done at the earliest date possible. NOW, therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of December, 2022



Jason D. King, President of Council

ATTEST:



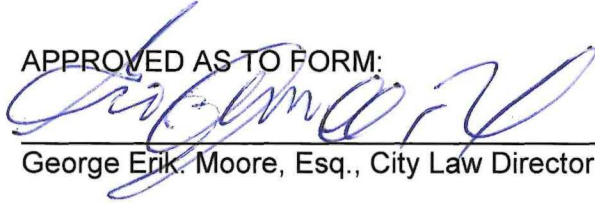
Michael F. DiDonato, Clerk of Council

APPROVED December 21, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



December 15, 2022

Thomas Hitchcock, PE
Safety Service Director
City of Celina
225 N. Main Street
Celina, Ohio 45822

Re: North Ash Street Reconstruction
City of Celina
Project No. 222803.03

Dear Mr. Hitchcock:

Access Engineering Solutions, LLC. has reviewed the bids received on December 15, 2022 for the above referenced project and has compiled the bid tabulation which is enclosed. The apparent low bidder was PAB Construction Co., with a bid price of \$908,734.00. The second low bidder was Brennehan Excavating with a bid price of \$964,745.61.

Upon our review of the work experience of each contractor, it is our opinion that PAB Construction Co. has the necessary qualifications to perform the work on this project.

Based upon the review of these bids, it is our recommendation that the City of Celina accepts PAB Construction Co. as the best bid for this project and enters into a contract for the bid amount of \$908,734.00.

If you have any questions or require additional information, please contact our office.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in cursive script that reads "Brian M. May".

Brian May
Project Manager

enclosure



BID OPENING

PROJECT: North Ash Reconstruction
City of Celina
222803.03

DATE: December 15, 2022
TIME: 11:00 A.M.
ENGINEER'S ESTIMATE: \$1,100,000.00

No.	Name of Contractor	Location	Bid Bond	Bid Price
1	PAB Construction Co.	Coldwater, OH	✓	\$908,734.00
2	VTF Excavation	Celina, OH	✓	\$1,149,333.93
3	Fenson Contracting	Fort Jennings, OH		No Bid
4	Tom's Construction	St. Henry, OH	✓	\$1,098,798.00
5	Brenneman Excavating	Elida, OH	✓	\$964,745.61
6				
7				
8				
9				

BID TABULATION
NORTH ASH STREET RECONSTRUCTION
CITY OF CELINA, OHIO

REF. NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	PAB CONSTRUCTION CO.		BRENNEMAN EXCAVATING		TOM'S CONSTRUCTION		VTF EXCAVATION	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
1	Mobilization, Bonding, Insurance	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 20,770.00	\$ 20,770.00	\$ 21,493.77	\$ 21,493.77	\$ 37,040.00	\$ 37,040.00
2	Clearing and Grubbing	LS	1	\$ 800.00	\$ 800.00	\$ 3,000.00	\$ 3,000.00	\$ 1,241.90	\$ 1,241.90	\$ 1,736.00	\$ 1,736.00
3	Remove Stump	EA.	1	\$ 250.00	\$ 250.00	\$ 306.00	\$ 306.00	\$ 336.68	\$ 336.68	\$ 190.00	\$ 190.00
4	Remove Tree and Stump (Under 6" Diameter)	EA.	4	\$ 100.00	\$ 400.00	\$ 308.00	\$ 1,224.00	\$ 315.26	\$ 1,261.12	\$ 317.00	\$ 1,268.00
5	Remove Tree and Stump (7"-12" Diameter)	EA.	7	\$ 400.00	\$ 2,800.00	\$ 510.00	\$ 3,570.00	\$ 637.32	\$ 4,461.24	\$ 760.00	\$ 5,320.00
6	Remove Tree and Stump (13"-18" Diameter)	EA.	3	\$ 850.00	\$ 2,550.00	\$ 816.00	\$ 2,448.00	\$ 783.70	\$ 2,351.10	\$ 1,014.00	\$ 3,047.00
7	Remove Tree and Stump (19" and Larger)	EA.	7	\$ 1,800.00	\$ 11,200.00	\$ 1,224.00	\$ 8,568.00	\$ 1,050.56	\$ 7,353.92	\$ 1,204.00	\$ 8,476.00
8	Remove Concrete Walks, Drives, and Misc. Concrete	SF	15,082	\$ 1.00	\$ 15,082.00	\$ 1.25	\$ 18,852.50	\$ 1.47	\$ 22,170.54	\$ 1.68	\$ 25,337.76
9	Remove Concrete Curb	LF	2,752	\$ 3.00	\$ 8,256.00	\$ 3.00	\$ 8,256.00	\$ 4.19	\$ 11,530.88	\$ 2.47	\$ 6,797.44
10	Remove Storm Sewer Pipe	LF	1,733	\$ 3.00	\$ 5,199.00	\$ 8.00	\$ 13,864.00	\$ 4.19	\$ 7,261.27	\$ 6.72	\$ 11,645.76
11	Remove Storm Structures	EA	14	\$ 300.00	\$ 4,200.00	\$ 300.00	\$ 4,200.00	\$ 200.10	\$ 2,801.40	\$ 244.50	\$ 3,423.00
12	Remove Fire Hydrant	EA	2	\$ 300.00	\$ 600.00	\$ 400.00	\$ 800.00	\$ 457.84	\$ 935.68	\$ 224.00	\$ 448.00
13	Roadway Excavation (Includes Asphalt, Concrete and Subbase)	CY	1,640	\$ 17.00	\$ 27,880.00	\$ 16.00	\$ 26,240.00	\$ 20.25	\$ 33,210.00	\$ 22.59	\$ 37,047.60
14	Tensor TX160 Geogrid - As Directed	SY	2,100	\$ 4.15	\$ 8,715.00	\$ 4.05	\$ 8,505.00	\$ 4.27	\$ 8,967.00	\$ 4.71	\$ 9,891.00
15	Subbase Improvements (Excavation, Compaction and Backfill) - As Directed	SY	2,100	\$ 5.00	\$ 10,500.00	\$ 5.00	\$ 10,500.00	\$ 5.48	\$ 11,508.00	\$ 6.41	\$ 13,461.00
16	Subgrade Compaction	SY	4,915	\$ 0.80	\$ 3,932.00	\$ 1.00	\$ 4,915.00	\$ 0.46	\$ 2,259.20	\$ 0.50	\$ 2,457.50
17	Pavement Planing (Includes Butt Joints)	SY	45	\$ 125.60	\$ 5,652.00	\$ 127.50	\$ 5,737.50	\$ 140.75	\$ 6,333.75	\$ 156.40	\$ 7,128.00
18	8" Aggregate Base (2-4" Lifts)	CY	1,092	\$ 44.00	\$ 48,048.00	\$ 41.58	\$ 45,405.36	\$ 41.49	\$ 45,307.08	\$ 44.14	\$ 48,200.88
19	Non-Tracking Tack Coat (0.10 Gal. / S.Y.)	GAL	418	\$ 4.00	\$ 1,672.00	\$ 3.01	\$ 1,258.18	\$ 3.33	\$ 1,391.04	\$ 3.74	\$ 1,563.32
20	Asphalt Concrete Intermediate Course	CY	335	\$ 220.00	\$ 73,700.00	\$ 204.00	\$ 68,340.00	\$ 236.97	\$ 79,384.95	\$ 253.43	\$ 84,899.05
21	Asphalt Concrete Surface Course	CY	152	\$ 266.00	\$ 40,432.00	\$ 259.08	\$ 39,380.16	\$ 286.01	\$ 43,473.52	\$ 321.86	\$ 49,227.72
22	AC Surface Course (Driveways - 4" Minimum)	CY	5	\$ 600.00	\$ 3,000.00	\$ 610.00	\$ 3,050.00	\$ 593.00	\$ 2,915.00	\$ 703.60	\$ 3,518.00
23	8" Commercial Concrete Drive (including Alleys)	SY	130	\$ 82.50	\$ 10,725.00	\$ 79.26	\$ 10,303.80	\$ 84.08	\$ 10,930.40	\$ 100.86	\$ 13,085.80
24	6" Concrete Drive (Residential)	SY	540	\$ 68.50	\$ 36,990.00	\$ 68.38	\$ 36,925.20	\$ 73.90	\$ 39,906.00	\$ 68.41	\$ 47,741.40
25	4" Concrete Walk	SF	10,100	\$ 6.00	\$ 60,600.00	\$ 6.30	\$ 63,620.00	\$ 7.34	\$ 74,134.00	\$ 8.85	\$ 89,385.00
26	Concrete Curb Ramps w/ Truncated Domes	EA	3	\$ 400.00	\$ 1,200.00	\$ 497.44	\$ 1,492.32	\$ 624.93	\$ 1,874.79	\$ 703.00	\$ 2,109.00
27	Type 2 Combination Curb and Gutter	LF	2,643	\$ 16.00	\$ 42,288.00	\$ 16.57	\$ 43,794.51	\$ 16.21	\$ 42,843.03	\$ 18.77	\$ 52,251.11
28	Type 1 Catch Basin	EA	11	\$ 2,300.00	\$ 25,300.00	\$ 1,997.40	\$ 21,971.40	\$ 2,395.30	\$ 26,359.30	\$ 2,870.00	\$ 32,670.00
29	Type 2-2B Catch Basin	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,412.18	\$ 1,412.18	\$ 1,957.84	\$ 1,957.84	\$ 2,291.00	\$ 2,291.00
30	Type 3 Storm Manhole (48") (Includes Mr. MH Process)	EA	5	\$ 4,400.00	\$ 22,000.00	\$ 4,428.18	\$ 22,140.90	\$ 4,887.28	\$ 24,436.30	\$ 5,805.00	\$ 29,025.00

**BID TABULATION
NORTH ASH STREET RECONSTRUCTION
CITY OF CELINA, OHIO**

REF. NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY	PAB CONSTRUCTION CO.		BRENNEMAN EXCAVATING		TOM'S CONSTRUCTION		VTF EXCAVATION	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
31	4"-6" Misc. Storm Sewer Repairs (As Needed)	LF	200	\$ 12.00	\$ 2,400.00	\$ 17.59	\$ 3,518.00	\$ 22.85	\$ 4,570.00	\$ 13.43	\$ 2,686.00
32	8" - 12" Misc. Storm Sewer Repairs (As Needed)	LF	50	\$ 20.00	\$ 1,000.00	\$ 26.13	\$ 1,406.50	\$ 62.93	\$ 3,146.50	\$ 45.56	\$ 2,277.50
33	6" SDR-35 Storm Sewer Lateral	LF	1,200	\$ 40.00	\$ 48,000.00	\$ 43.34	\$ 52,008.00	\$ 43.74	\$ 52,488.00	\$ 48.00	\$ 57,600.00
34	8" HDPE Storm Sewer w/ Granular Backfill	LF	39	\$ 45.00	\$ 1,755.00	\$ 45.99	\$ 1,793.61	\$ 35.25	\$ 1,374.75	\$ 34.59	\$ 1,349.01
35	12" HDPE Storm Sewer w/ Granular Backfill	LF	469	\$ 47.00	\$ 22,043.00	\$ 42.81	\$ 20,077.89	\$ 47.24	\$ 22,155.56	\$ 52.84	\$ 24,791.34
36	15" HDPE Storm Sewer w/ Granular Backfill	LF	299	\$ 53.00	\$ 15,847.00	\$ 51.10	\$ 15,278.90	\$ 76.63	\$ 22,912.37	\$ 71.12	\$ 21,284.88
37	18" HDPE Storm Sewer w/ Granular Backfill	LF	750	\$ 66.00	\$ 49,500.00	\$ 61.98	\$ 46,495.00	\$ 74.41	\$ 55,807.50	\$ 81.33	\$ 60,997.50
38	4" Underdrains	LF	440	\$ 18.00	\$ 7,920.00	\$ 17.88	\$ 7,770.40	\$ 32.20	\$ 14,168.00	\$ 11.39	\$ 5,011.60
39	Storm Lateral Connection (Includes Insert-a-tee, Bend(s), & Fernco / End Cap)	EA	37	\$ 250.00	\$ 9,250.00	\$ 574.60	\$ 19,760.20	\$ 473.43	\$ 17,479.91	\$ 256.00	\$ 9,472.00
40	Misc. Connections to Existing Storm Sewers	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,030.00	\$ 3,030.00	\$ 1,147.62	\$ 1,147.62	\$ 1,268.00	\$ 1,268.00
41	8" C909 Waterline w/ Granular Backfill	LF	1,310	\$ 53.50	\$ 70,065.00	\$ 65.38	\$ 89,577.80	\$ 66.90	\$ 87,246.00	\$ 73.84	\$ 98,730.40
42	1" Water Service	LF	800	\$ 57.00	\$ 45,600.00	\$ 35.62	\$ 28,496.00	\$ 43.32	\$ 34,656.00	\$ 72.42	\$ 57,936.00
43	2" Water Service w/Corp Stop	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,892.50	\$ 2,892.50	\$ 3,859.84	\$ 3,859.84	\$ 4,139.26	\$ 4,139.26
44	Water Meter Pits	EA	36	\$ 850.00	\$ 30,600.00	\$ 1,589.40	\$ 57,218.40	\$ 3,234.28	\$ 116,433.36	\$ 1,170.00	\$ 42,120.00
45	Fire Hydrant Assembly	EA	2	\$ 7,800.00	\$ 15,600.00	\$ 7,552.15	\$ 15,104.30	\$ 9,377.29	\$ 18,754.58	\$ 10,976.00	\$ 21,952.00
46	"S" Anchor with 6" Extension	EA	1	\$ 950.00	\$ 950.00	\$ 908.00	\$ 908.00	\$ 895.59	\$ 895.59	\$ 515.00	\$ 515.00
47	"S" Anchor with 12" Extension	EA	1	\$ 750.00	\$ 750.00	\$ 786.10	\$ 786.10	\$ 920.79	\$ 920.79	\$ 775.00	\$ 775.00
48	Misc. Connections to Existing Waterline	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,856.00	\$ 3,856.00	\$ 452.12	\$ 452.12	\$ 4,830.00	\$ 4,830.00
49	Abandoning of Existing Waterline, Valves, Meter Pits, Etc.	LS	1	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,563.84	\$ 1,563.84	\$ 1,600.00	\$ 1,600.00
50	Maintaining Traffic	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,794.55	\$ 5,794.55	\$ 6,500.00	\$ 6,500.00
51	Removal of Ground Mounted Signs, Storage, and Re-erection	LS	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 170.10	\$ 170.10	\$ 1,072.00	\$ 1,072.00
52	8" Crosswalks (Item 642)	LF	100	\$ 9.50	\$ 950.00	\$ 10.20	\$ 1,020.00	\$ 8.64	\$ 864.00	\$ 6.84	\$ 684.00
53	24" Stop Bars (Item 642)	LF	30	\$ 4.00	\$ 120.00	\$ 10.20	\$ 306.00	\$ 14.38	\$ 431.40	\$ 19.77	\$ 593.10
54	Topsoil Provided and Replaced	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 12,000.00	\$ 12,000.00	\$ 15,568.58	\$ 15,568.58	\$ 17,720.00	\$ 17,720.00
55	Seeding and Mulching	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 9,893.34	\$ 9,893.34	\$ 9,125.00	\$ 9,125.00
56	Storm Water Pollution Prevention Plan (SWP3)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
57	Erosion Control Measures	EA	2,500	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00
58	Construction Layout Staking Allowance	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
59	Cash Allowance	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BID PRICE				\$	908,734.00	\$	964,745.61	\$	1,098,798.00	\$	1,149,333.93

ORDINANCE 59-22-O

AN ORDINANCE APPROPRIATING FUNDS AND AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE 56-21-0 AS THE NINTH SUPPLEMENT TO THE 2022 ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, budgeted appropriations in various categories of the City Budget are insufficient to cover obligations and anticipated expenditures, and changes to the appropriations must be approved by Council to rebalance the accounts; and

WHEREAS, it is necessary to appropriate additional funds from the unencumbered balance in the General Fund for legal advertising exceeding the budgeted amount for notices to bidders, civil service notices, and election expenses.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **General Fund**:

Legal Advertising (110.111.5250)	\$ 1,535.00
Fire Department Payroll (110.221.5111)	\$34,000.00

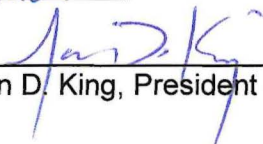
Appropriate from Unappropriated balance of the **Wastewater Fund**:

WW Sys Plant Personnel (666.641.5100)	\$ 3,500.00
WW Sys Plant P E R S (666.641.5121)	\$ 500.00
WW Sys Plant Insurance (666.641.5123)	\$ 1,175.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2022 Annual Appropriations. NOW, therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 21st day of December, 2022




Jason D. King, President of Council

ATTEST:



Michael F. DiDonato, Clerk of Council

APPROVED December 21, 2022



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik. Moore, Esq., City Law Director