



City Council Meeting Agenda

Tuesday, September 27, 2022

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Special Guests and/or Presentations**
- 5) **Ordinances/Resolutions with visiting presenters**
- 6) **Public Comments (Speaker Slip Required)**
- 7) **President's Report**
- 8) **City Attorney Report**
- 9) **Auditor's Report**
- 10) **Administrative Update:**
 - A) Recreation and Parks Update - Mike Price
 - B) Service Update: Andy Bashore- Service Director
 - C) Finance Department Update - Beecher Hale
 - D) Police Department Update - Chief Lewis
 - E) Mayor's Update
- 11) **Consent Agenda: (No Speaker Slip Required)**
 - A) Meeting Minutes from September 13, 2022 City Council Meeting.
- 12) **Third Readings: (No Speaker Slip Required)**
 - A) Ordinance 34-22 to amend the use variance at 216 South Columbia Avenue, to allow for expansion of the existing carriage house introduced by Matt Klingler on August 23, 2022.
 - B) Ordinance 30-22 to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency, introduced by Monique Lampke on August 23, 2022.
 - C) Ordinance 31-22 to establish a special fund designated the Stanbery Avenue and Chelsea

Avenue Improvements Fund to record all revenue and expenses associated with the Stanbery and Chelsea improvements project, to appropriate \$5,178,342 from this fund to pay for the cost of the project, to authorize transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund. Introduced by Monique Lampke on August 23, 2022.

- D) Ordinance 32-22 to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner, introduced by Monique Lampke on August 23, 2022.
- E) Ordinance 33-22 to authorize supplemental appropriations for calendar year 2022 introduced by Troy Markham on August 23, 2022.

13) Second Readings: (Speaker Slip Required)

- A) Resolution 7-22 accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the County Auditor introduced by Monique Lampke on September 13, 2022.
- B) Ordinance 35-22 to amend Section 1060, in order to require recycling service to be provided at commercial, institutional, and multi-family properties within the City of Bexley, introduced by Lori Ann Feibel on September 13, 2022.
- C) Ordinance 36-22 authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the Bexley City Schools regarding improvements made upon and within the City owned street right-of-way adjacent to Stanwood Ave, introduced by Matt Klingler on September 13, 2022.

14) First Readings: (Speaker Slip Required)

- A) Ordinance 37-22 authorizing the City of Bexley to submit a MORPC-Attributable Funds roadway improvement project applications to the Mid-Ohio Regional Planning Commission for consideration for funding within the Transportation Improvement Program and to declare an emergency introduced by Monique Lampke September 27, 2022.
- B) Ordinance 38-22 to revise the Bexley Codified Ordinances for the protection of poll workers, and to declare an emergency, introduced by Sam Marcellino on September 27, 2022.

15) Tabled Ordinances:

- A) Ordinance 14-22 to Amend Section 1266.14 Solar Panels, in order to provide for consistent regulation and a streamlined approval process for solar panel projects introduced by Matt Klingler on April 12, 2022
- B) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)

16) Finance Committee - Monique Lampke, Chair

17) Safety and Health Committee - Sam Marcellino, Chair

- 18) **Zoning and Development Committee - Matt Klingler, Chair**
- 19) **Recreation and Parks Committee - Jessica Saad, Chair**
- 20) **Strategic Committee - Jen Robinson, Chair**
- 21) **Service and Environmental Committee - Lori Ann Feibel, Chair**
- 22) **Public Comments (No Speaker Slip Required)**
- 23) **Adjourn**

All agendas are subject to change.

City Council Policy for Correspondence:

All correspondence addressed to City Council or requested to be distributed to City Council by the sender is a matter of public record and will be placed on the City of Bexley Website (www.bexley.org) at Public Documents > City Council > Council Correspondence. If the subject of the correspondence is not on the Council Agenda, the sender may discuss the issue during Public Comments. If the subject of the correspondence is on the Council Agenda, the sender may discuss the issue at the time the issue is addressed during the Council meeting.

City Council Policy for Public Comments:

Members of the public are encouraged to provide comments to City Council at the following times:

For issues that are not on Council's agenda:

- At a designated public comment period near the beginning of the meeting

For items on Council's agenda (when speaker slip has been filled out in advance):

- During an ordinance or resolution that is being discussed
- Residents may submit up to two separate speaker slips per meeting
- Please note that the speaker slip must be filled out prior to entering Council chambers and must be promptly handed to the Council secretary

For items on Council's agenda (when a speaker slip has not been filled out in advance):

- During the public comment period after a motion has been made and seconded to adopt an ordinance or resolution (typically the third reading)
- During a designated public comment period at the end of the meeting

Time limits for public comments:

While City Council will not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, those commenting are asked to confine their remarks to approximately five (5) minutes and for Agenda items, to direct their comments to the subject matter being addressed in the legislation. This five minute limitation also applies to City Council members per 220.01 (rule 13).

Additional guidelines for public comments:

- Any speaker addressing Council shall provide his/her name and address.
- Undue interruption or other interference with the orderly conduct of remarks is not permitted.
- Defamatory or abusive remarks are always out of order.
- Violation of this policy may result in termination of the speaker's comments and/or removal from the meeting

Recreation Board Meeting:

- The next Recreation Board meeting is scheduled for Wed., Oct. 12th.
 - Annual reports on the Jeffrey Summer Camp and David H. Madison Community pool will be presented to the board.

Bexley Community Campout:

- The Bexley Community Campout was held at Jeffrey Park this past weekend.
- We had 50 families and roughly 220 campers participate in the campout, dinner, movie, bonfires, breakfast, scavenger hunt and more.
- This is a very special community activity that allows for families to enjoy a fun camping experience without all of the hassle. It also allows for unique interaction with Jeffrey Park at night.
- Special thank you to Scout Troop 166 as we could not have pulled this event off without all of their support. Scouts were responsible for starting and managing the bonfires, helping with the dinner and breakfast, and overseeing the scavenger hunt.

**Harvest Festival – Fri., Oct. 21st from 6p-8p at Jeffrey Park:**

- The Annual Harvest Festival will be held on Fri., Oct. 21st from 6p-8p at Jeffrey Park
- This is a wonderful family friendly event which will include hayrides, a bonfire, the enchanted walk, corn maze, music, magic, food, and more.

**Adult Halloween Bash at Jeffrey Mansion – Sat., Oct. 29th:**

- Jeffrey Mansion will host its first adult Halloween Bash on Sat., Oct. 29th from 7p-11p.
- With support from the Bexley Celebrations and Events Team, Jeffrey Mansion will be decked out in Halloween décor.
- The Halloween Bash will include an open bar (beer and wine), heavy hors d'oeuvres, entertainment in the form of a tarot card reader, photo booth, strolling magician, music and more.
- Registration is required, and there are a limited number of spots available. For more information and or to register please go to www.bexleyrec.com.

**Halloween Patrol Volunteer – Trick or Treat – Mon., Oct. 31st:**

- Bexley Recreation will once again be organizing the Halloween Patrol in an effort to help keep our young trick or treaters safe on Beggar's Night.
- We are looking for volunteers to walk the street (wearing the identifiable Halloween Patrol T-Shirts) keeping an eye out for any safety concerns that may arise.
- If you and/or someone you know is interested in volunteering, please contact Josh Hester with the recreation department at jhester@bexley.org.

Upcoming Events:

- Main Event Movie Night – Hispanic Heritage Themed – Friday, Sept. 30th
- Harvest Festival – Friday, Oct. 21st from 6p-8p
- Adult Halloween Bash – Saturday, Oct. 29th from 7p-11p at Jeffrey Mansion
- Halloween Patrol – Monday, Oct. 31st from 5:30p-7p



Service Department Update

Service Director

Andy Bashore

September 27th 2022

Street Department:

The crews are working on asphalt patches. The crew has also been doing some concrete repairs. The crew finished asphalt work last week in the south gateway, by the outdoor patio. The crew has also been doing some site work at the future dog park.

Water and Sewer Department:

The Water/Sewer crew continues to clean and video the main lines, which is providing data for upcoming lining projects. The crew just finished the 1st phase of the water meter testing program.

Urban Forestry/Grounds Maintenance:

The tree crew is working on the dog park, drainage has been installed. The fencing contractor will be starting in the next couple of weeks. The grounds crews continue to mow the city grounds.

Drexel Project

Drexel-Main to Broad-The water main line work is complete. The storm sewer pipe work is almost complete. The project has transitioned to concrete work and restoration work. The sewer relining work is 90% complete and will resume in early winter. AEP will be starting their pole replacement in December.

Drexel Traffic Plan

The Drexel traffic pattern will continue to have restrictions. Two-way traffic will be maintained when possible. Bryden Rd. has been reopened.

2022 Street Project-

The concrete and asphalt portions of the project are complete. The next phase of the project will be pavement markings, which will take place in early October.

Chelsea Sewer Relining Project

The project will be starting next week. The project will be complete in early February. The main portion of the project will be in the alley between Chelsea and Grandon.

2022 Grandon Water line/Street Project

The project bids came back in over the engineers estimate. Going to rebid and we will push back the project back to start in early spring of 2023. The project was about 30% over of the estimate, mainly due to shortage of main line pipe.

2022 Sewer Lining Project

The phase 2 lining project will go out to bid in mid-October.

2022 Sidewalk Project

The 2022 sidewalk project area will be:

Stanwood to Gould in the north and central sections and Vernon to Chelsea in the south.

The sidewalk panels have been marked. The project will be starting this week.

Service Dept. Highlights

- The street crew painted the Montrose school alley this past week.
- The traffic engineer is working on an enhanced safety plan for the College Ave. crosswalks.
- City street lights are being evaluated and replaced as needed.
- A fence contractor has been selected for the dog park and work will start later this fall.
- The street sweeper has been out constantly trying to keep the city streets clean.
- Fire hydrants were recently evaluated for their appearance and 75 hydrants have been painted throughout the city.
- The 2022 alley light project was completed last week.
- The City took delivery of our first electric mower in mid-August.
- The annual lead and copper testing is complete and the City was in compliance.



CITY OF BEXLEY
General Fund

August 2022 Budget vs Actual

| | August | | | Year-to-Date | | | | Year over Year Increase (Decrease) |
|---------------------------------------|---------------------|---------------------|--------------------|----------------------|----------------------|-------------------|----------------------|------------------------------------|
| | Budget | Actual | Better (Worse) | Budget | Actual | Better (Worse) | Aug-21 | |
| Revenue | | | | | | | | |
| City Income Tax | \$ 1,169,297 | \$ 1,177,962 | \$ 8,665 | \$ 10,769,842 | \$ 11,763,564 | \$ 993,721 | \$ 9,627,385 | \$ 2,136,178 |
| Local Government | 41,667 | 48,989 | 7,322 | 333,333 | 398,341 | 65,007 | 328,032 | 70,308 |
| Real Estate Tax | 287,500 | 264,042 | (23,458) | 575,000 | 582,634 | 7,634 | 313,745 | 268,889 |
| Interest | 16,667 | 24,913 | 8,246 | 133,333 | 130,433 | (2,901) | 118,872 | 11,561 |
| Building Permits | 34,667 | 40,687 | 6,020 | 277,333 | 275,326 | (2,007) | 213,803 | 61,523 |
| Franchise and ROW Fees | 57,917 | 22,445 | (35,472) | 213,335 | 123,987 | (89,348) | 88,136 | 35,850 |
| Grants | 41,250 | 1,346 | (39,904) | 330,000 | 268,521 | (61,479) | 76,474 | 192,047 |
| CIC Revenue | 14,167 | 28,333 | 14,167 | 113,333 | 163,333 | 50,000 | 90,924 | 72,409 |
| All Other | 37,417 | 31,935 | (5,481) | 299,333 | 261,881 | (37,453) | 210,539 | 51,342 |
| Totals | \$ 1,700,547 | \$ 1,640,653 | \$ (59,894) | \$ 13,044,844 | \$ 13,968,018 | \$ 923,174 | \$ 11,067,910 | \$ 2,900,108 |
| Operating Expenditures | | | | | | | | |
| General Government | | | | | | | | |
| Mayor's Office | \$ 33,527 | \$ 9,204 | \$ 24,323 | \$ 309,406 | \$ 300,615 | \$ 8,791 | \$ 256,901 | \$ 43,714 |
| Grants | 41,250 | 27,657 | 13,593 | 330,000 | 166,972 | 163,028 | 455,953 | (288,981) |
| Auditor's Office | 102,175 | 73,384 | 28,790 | 556,211 | 515,334 | 40,877 | 425,074 | 90,260 |
| Attorney's Office | 14,053 | 13,822 | 231 | 112,427 | 103,342 | 9,085 | 113,610 | (10,268) |
| Civil Service | 1,917 | 6,557 | (4,640) | 15,333 | 37,392 | (22,058) | 613 | 36,779 |
| City Council | 5,439 | 4,217 | 1,223 | 43,514 | 40,711 | 2,803 | 35,113 | 5,599 |
| Courts | 13,667 | 13,279 | 389 | 112,231 | 99,172 | 13,059 | 67,453 | 31,719 |
| Development Office | 19,670 | 17,893 | 1,777 | 160,148 | 76,650 | 83,498 | 54,105 | 22,545 |
| Technology | 31,134 | 16,810 | 14,324 | 257,736 | 236,368 | 21,368 | 201,438 | 34,930 |
| Building Department | 43,837 | 28,903 | 14,934 | 407,339 | 349,540 | 57,799 | 312,804 | 36,736 |
| Senior Programs | 16,006 | 10,110 | 5,896 | 139,894 | 88,837 | 51,057 | 53,070 | 35,768 |
| Boards and Commissions | 2,548 | 10,291 | (7,743) | 20,384 | 16,549 | 3,835 | 6,847 | 9,702 |
| Total General Government | \$ 325,223 | \$ 232,126 | \$ 93,097 | \$ 2,464,623 | \$ 2,031,482 | \$ 433,141 | \$ 1,982,980 | \$ 48,502 |
| Public Health and Safety | | | | | | | | |
| Police Department | \$ 439,958 | \$ 399,298 | \$ 40,660 | \$ 4,099,505 | \$ 3,897,339 | \$ 202,167 | \$ 3,578,650 | \$ 318,689 |
| Fire Contract | - | - | - | 1,263,788 | 1,263,755 | 33 | 1,237,987 | 25,768 |
| Emergency Warning | - | - | - | 19,500 | 18,120 | 1,380 | 28,875 | (10,755) |
| Street Lighting | 29,026 | 41,357 | (12,330) | 251,660 | 197,557 | 54,103 | 156,165 | 41,392 |
| Health Department | 66,034 | 62,323 | 3,711 | 132,067 | 130,348 | 1,719 | 62,561 | 67,787 |
| Total Public Health and Safety | \$ 535,017 | \$ 502,977 | \$ 32,040 | \$ 5,766,520 | \$ 5,507,119 | \$ 259,401 | \$ 5,064,239 | \$ 442,880 |
| Public Service | | | | | | | | |
| Service Administration | \$ 16,424 | \$ 12,336 | \$ 4,087 | \$ 151,263 | \$ 137,280 | \$ 13,983 | \$ 93,246 | \$ 44,034 |
| Building and Parks Maintenance | 118,979 | 89,915 | 29,065 | 1,065,261 | 1,027,543 | 37,717 | 780,313 | 247,231 |



| | August | | | Year-to-Date | | | | Year over Year Increase (Decrease) |
|--|--------------|--------------|-------------------|---------------|---------------|-------------------|--------------|--|
| | Budget | Actual | Better (Worse) | Budget | Actual | Better (Worse) | Aug-21 | |
| Street Fund Transfer | - | - | | 49,500 | 66,000 | (16,500) | 66,000 | - |
| Total Public Service | \$ 135,403 | \$ 102,251 | \$ 33,152 | \$ 1,266,023 | \$ 1,230,823 | \$ 35,200 | \$ 939,559 | \$ 291,264 |
| Recreation | | | | | | | | |
| Jeffrey Mansion | \$ 18,119 | \$ 22,605 | \$ (4,486) | \$ 178,166 | \$ 161,833 | \$ 16,333 | \$ 114,221 | \$ 47,612 |
| Parks | 34,269 | 36,000 | (1,731) | 291,066 | 216,921 | 74,145 | 196,821 | 20,100 |
| Recreation Transfer | - | - | - | 187,500 | 250,000 | (62,500) | 90,000 | 160,000 |
| Total Recreation | \$ 52,388 | \$ 58,605 | \$ (6,217) | \$ 656,732 | \$ 628,754 | \$ 27,978 | \$ 401,042 | \$ 227,712 |
| Operating Expenditures Before Debt Service | 1,048,031 | 895,959 | 152,072 | 10,153,898 | 9,398,178 | 755,720 | 8,387,819 | 1,010,359 |
| Debt Service - Transfer to Bond Retirement Funds | - | - | - | 741,288 | 741,288 | - | 314,618 | 426,670 |
| Estimated Additional Appropriations | | | | | | | | |
| Estimated Unspent Appropriations | | | | | | | | |
| Total Operating Expenditures | \$ 1,048,031 | \$ 895,959 | \$ 152,072 | \$ 10,895,186 | \$ 10,139,466 | \$ 755,720 | \$ 8,702,437 | \$ 1,437,029 |
| Revenue Over (Under) Expenditures | \$ 652,516 | \$ 744,694 | \$ 92,178 | \$ 2,149,658 | \$ 3,828,552 | \$ 1,678,894 | \$ 2,365,473 | \$ 1,463,079 |
| <u>Other Financing Sources</u> | | | | | | | | |
| CARES Reimbursement | - | - | - | - | 52,631 | 52,631 | 397,071 | (344,440) |
| Total Other Financing Sources | - | - | - | - | 52,631 | 52,631 | 397,071 | (344,440) |
| <u>Other Financing Uses</u> | | | | | | | | |
| Transfer to Budget Stability | \$ - | \$ - | - | 112,500 | \$ 112,500 | \$ - | \$ 150,000 | \$ (37,500) |
| Transfer to Capital Improvements Fund | - | - | - | 750,000 | 750,000 | - | - | 750,000 |
| Employee Payout Fund | - | - | - | 22,500 | 22,500 | - | 30,000 | (7,500) |
| Transfer to Infrastructure Development | - | - | - | 675,000 | 675,000 | - | - | - |
| Transfer to Pool Fund | - | - | - | 150,000 | 150,000 | - | - | - |
| Transfer to Economec Bond Dev. | - | - | - | - | - | - | - | - |
| Prior year Encumbrances | - | 16,740 | (16,740) | 941,977 | 453,463 | 488,514 | 247,083 | 206,380 |
| Total Other Uses | \$ - | \$ 16,740 | (16,740) | 2,651,977 | \$ 2,163,463 | \$ 488,514 | \$ 427,083 | \$ 911,380 |
| <u>Beginning Fund Balance</u> | \$ 3,052,721 | \$ 5,197,322 | 2,144,601 | 4,207,556 | \$ 4,207,556 | \$ - | \$ 3,278,366 | \$ 929,190 |
| Audit Adjustment | | | | | | | | |
| Net Increase (Decrease) | 652,516 | 727,954 | | (502,319) | 1,717,720 | | 2,335,461 | (617,741) |
| Ending Cash Fund Balance | \$ 3,705,237 | \$ 5,925,275 | 2,220,039 | 3,705,237 | \$ 5,925,276 | \$ 2,220,039 | \$ 5,613,827 | \$ 311,449 |

Revenue Items

- 1) Income tax is now nearly \$1 million over budget.
- 2) ROW and Franchise Fees are under budget primarily due to delay in the collection of ROW fees.
- 3) CIC revenue exceeds budget by \$ 50,000 due to a large payment made early in the year to cover amounts owed in 2021.
- 4) Other revenue is under budget due to timing of property tax rollback distribution (\$40,816)

General Government Items

- 5) Civil Service is over budget by \$22,000 due to additional appropriation for the Chief of Police search and the timing of the search expenditures.
- 6) The Development Department is under budget \$83,000 YTD. This is due primarily to large budget line items, Tax Sharing with the Schools and Income Tax Incentive Grants that will be typically be paid later in the year. This will be reflected in future forecasts.,
- 7) Senior Programs is under budget YTD \$51,000. The line item for professionals in this department has a budget of \$60,000 but only \$10,000 has ben spent thus far.

Public Health and Safety Items

- 8) Police Department budget is under budget by \$201,889 YTD. A major contributor to this positive variance is Police Captain position remaining unfilled since the retirement of Chief Rinehart. Additionally, less than half of the overtime budget of \$215,000 has been expended YTD.
- 9) Street Lighting is under budget by \$66,000 YTD. Traffic and Safety Studies, Traffic Monitoring and Alley Lighting Enhancement have a combined budget of \$80,000 and a combined YTD expenditure of \$42,000

Public Service Items

- 10) The Street Fund Transfer is higher than budget due to a low 1/1/2022 balance in the fund. The entire amount of the transfer was needed at the beginning of the year instead of the 25% budgeted.

Recreation Items

- 11) The Recreation Fund Transfer is higher than budget due to an extremely low balance in the fund during May. The remaining amount of the \$250,000 budgeted transfer was completed in May.
- 12) Parks expenditures are under budget by \$74,000. The budget contains \$80,000 for parks planning but this project has yet to begin and the large variance should be eliminated by year end.

City of Bexley
Projected Resources and Appropriations
August 31, 2022

| Fund | 12/31/2021 Cash Balance | 12/31/2021 Encumbrance | 12/31/2021 Unencumbered Balance | Projected 2022 Other Sources | Reduction to Prior Year Encumbrances | Total Available Resources | 2022 Appropriations | Available Resources Year End 2022 | Notes |
|---|-------------------------|------------------------|---------------------------------|------------------------------|--------------------------------------|---------------------------|---------------------|-----------------------------------|-------|
| 01 - GENERAL FUND Total | 4,207,555 | 941,977 | 3,265,578 | 18,702,489 | 264,865 | 22,232,932 | 18,794,820 | 3,438,112 | |
| Special Revenue Funds | | | | | | | | | |
| 02 - STATE HIGHWAY Total | 135,937 | 11,267 | 124,670 | 5,745 | 3,931 | 134,346 | 77,412 | 56,934 | |
| 03 - STREET MAINTENANCE AND REPAIR Total | 131,442 | 3,499 | 127,943 | 816,313 | 90 | 944,346 | 857,342 | 87,004 | |
| 05 - RECREATION Total | 511,471 | 366,134 | 145,336 | 2,007,000 | 83 | 2,152,420 | 2,101,922 | 50,497 | |
| 14 - SWIMMING POOL Total | 348,043 | 32,964 | 315,079 | 320,000 | 4,346 | 639,425 | 439,331 | 200,093 | |
| 18 - LAW ENFORCEMENT TRUST FUND | 8,951 | - | 8,951 | 1,300 | - | 10,251 | - | 10,251 | |
| 20 - BEXLEY BEAUTIFICATION | 3,808 | - | 3,808 | - | - | 3,808 | - | 3,808 | |
| 23 - FRIENDS OF JEFFREY PARK FUND Total | 2,210 | - | 2,210 | 1,500 | - | 3,710 | 1,200 | 2,510 | |
| 24 - ENFORCEMENT AND EDUCATION FUND | 20,774 | - | 20,774 | 610 | - | 21,384 | - | 21,384 | |
| 26 - BEXLEY YOUTH ATHLETIC FUND Total | 19,132 | - | 19,132 | 5,400 | - | 24,532 | 12,000 | 12,532 | |
| 27 - TOURISM PROMOTION AND COMMUNITY | 5,748 | - | 5,748 | 2,300 | - | 8,048 | 5,000 | 3,048 | |
| 28 - EVENTS AND EQUIPMENT FUND Total | 3,289 | - | 3,289 | 1,300 | - | 3,289 | 1,500 | 1,789 | |
| 29 - MARYANNA HOLBROOK SCHOLARSHIP Tot | 59,465 | - | 59,465 | 13,100 | - | 72,565 | 30,000 | 42,565 | |
| 31 - MAYOR'S COURT COMPUTER FUND Total | 4,737 | 4,272 | 465 | 1,500 | - | 1,965 | 1,500 | 465 | |
| 35 - TAX INCENTIVE FUND | 3,537 | - | 3,537 | - | - | 3,537 | - | 3,537 | |
| 36 - MAIN ST PUBLIC IMP. TAX INC. E Total | 344,356 | 108,876 | 235,480 | 338,326 | - | 573,806 | 290,635 | 283,171 | |
| 52 - URBAN REDEVELOPMENT TAX INCREMENT | 2,086 | - | 2,086 | 108,200 | - | 110,286 | 77,725 | 32,561 | |
| 56 - Friends of Jeffrey Mansion Preschool Total | 8,469 | 1,449 | 7,020 | 7,800 | - | 14,820 | 3,500 | 11,320 | |
| 57 - NEIGHBORS HELPING NEIGHBORS | 3,231 | - | 3,231 | - | - | 3,231 | - | 3,231 | |
| 55 - FARMERS MARKET FUND | 125 | - | 125 | - | - | 125 | - | 125 | |
| 59 - BEXLEY CELEBRATIONS ASSOCIATION AND | 112 | - | 112 | 65,000 | - | 65,112 | 65,000 | 112 | |
| 70 - BEXLEY LAND BANK FUND | 40,540 | - | 40,540 | - | - | 40,540 | - | 40,540 | |
| 71 - LOCAL CORONAVIRUS RELIEF FUND Total | 56,625 | 44,978 | 11,647 | - | (11,647) | (0) | - | (0) | (1) |
| 73 - AMERICAN RESCUE PLAN ACT Total | 713,187 | - | 713,187 | 722,737 | - | 1,435,924 | 1,442,744 | (6,820) | |
| 75 - INFRASTRUCTURE DEVELOPMENT FUND | 1,100,000 | - | 1,100,000 | - | - | 1,100,000 | - | 1,100,000 | |
| Total Special Revenue Funds | 3,527,274 | 573,440 | 2,953,833 | 4,416,831 | (3,197) | 7,367,468 | 5,406,812 | 1,960,656 | |
| Debt Service Funds | | | | | | | | | |
| 06 - BOND RETIREMENT Total | 467,507 | - | 467,507 | 1,964,016 | - | 2,431,523 | 1,964,016 | 467,507 | |
| 51 - ECONOMIC DEVELOPMENT BOND SERV To | 16,897 | - | 16,897 | 91,450 | - | 108,347 | 88,700 | 19,647 | |
| Total Debt Service Funds | 484,405 | - | 484,405 | 2,055,466 | - | 2,539,871 | 2,052,716 | 487,155 | |
| Capital Projects Funds | | | | | | | | | |
| 08 - SPECIAL ASSESSMENTS Total | 94,494 | - | 94,494 | - | - | 94,494 | 94,000 | 494 | |
| 13 - CAPITAL IMPROVEMENTS Total | 1,505,101 | 451,483 | 1,053,618 | 1,000,000 | 2,427 | 2,056,045 | 1,427,432 | 628,613 | |
| 34 - ROADS AND ALLEYS Total | 736,811 | 174,169 | 562,643 | 2,145,000 | 19,586 | 2,727,229 | 2,025,030 | 702,198 | |
| 55 - BROAD STREET FUND | 8,580 | - | 8,580 | - | - | 8,580 | - | 8,580 | |
| 64 - ASHBOURNE AND ROOSEVELT | 164,884 | - | 164,884 | - | - | 164,884 | - | 164,884 | |
| 68 - JEFFREY MANSION FUND Total | 39,500 | 39,500 | - | - | - | - | - | - | |
| 69 - CASSINGHAM AND VERNON Total | - | - | - | 2,197,150 | - | 2,197,150 | 2,197,150 | - | |
| 72 - SOUTH DREXEL AND GRANDON AVE. IMPR | 236,583 | 236,298 | 285 | 4,692,063 | 236,298 | 4,928,646 | 4,928,361 | 285 | |
| Total Capital Projects Funds | 2,785,952 | 901,450 | 1,884,502 | 10,034,213 | 258,311 | 12,177,026 | 10,671,973 | 1,505,053 | |
| Enterprise Funds | | | | | | | | | |
| 09 - WATER Total | 1,497,460 | 99,174 | 1,398,287 | 3,064,152 | 93,474 | 4,555,912 | 3,253,090 | 1,302,823 | |
| 10 - SEWER Total | 3,784,220 | 1,196,199 | 2,588,020 | 2,978,038 | 3,837 | 5,569,896 | 3,037,816 | 2,532,080 | |
| 11 - REFUSE Total | 1,448,050 | 9,710 | 1,438,340 | 1,373,653 | 212 | 2,812,205 | 1,501,429 | 1,310,776 | |
| Total Enterprise Funds | 6,729,730 | 1,305,083 | 5,424,647 | 7,415,843 | 97,523 | 12,938,013 | 7,792,335 | 5,145,678 | |
| Fiduciary Funds | | | | | | | | | |
| 12 - POLICE PENSION Total | 362,733 | - | 362,733 | 625,000 | - | 987,733 | 774,484 | 213,249 | |
| 25 - BLDG. STANDARDS FEE ASSESSMENT Total | 14,227 | 3,600 | 10,627 | 1,767 | - | 12,394 | 1,800 | 10,594 | |
| 32 - UNCLAIMED FUNDS | 11,491 | - | 11,491 | - | - | 11,491 | - | 11,491 | |
| 39 - SEWER CAPACITY FUND | 14,873 | - | 14,873 | - | - | 14,873 | - | 14,873 | |
| 60 - POLICE OFFICER OPTIONAL EQ. FUND | 12,710 | - | 12,710 | - | - | 12,710 | 5,000 | 7,710 | |
| 62 - HEALTH INSURANCE FUND Total | 401,599 | - | 401,599 | 1,430,769 | - | 1,832,368 | 1,623,672 | 208,696 | |
| 63 - Employee Separation Fund Total | 58,733 | - | 58,733 | 30,000 | - | 88,733 | 30,000 | 58,733 | |
| Total Fiduciary Funds | 876,365 | 3,600 | 872,765 | 2,087,536 | - | 2,960,301 | 2,434,956 | 525,345 | |
| Grand Total | 18,611,281 | 3,725,550 | 14,885,731 | 44,712,378 | 617,503 | 60,215,611 | 47,153,612 | 13,061,999 | |

(1) A prior year encumbrance journal was posted for the \$11,647 inadvertently left unencumbered at year end.

CITY OF BEXLEY
 Non- General Funds
 From: 1/1/2022 to 8/31/2022

| Fund | Budget | YTD | Remaining |
|--|----------------------|----------------------|----------------------|
| 02 - STATE HIGHWAY Total | \$ 84,748 | \$ 61,886 | \$ 22,862 |
| 03 - STREET MAINTENANCE AND REPAIR Total | 860,752 | 564,150 | 296,602 |
| 05 - RECREATION Total | 2,467,973 | 1,709,533 | 758,440 |
| 06 - BOND RETIREMENT Total | 1,964,016 | 405,127 | 1,558,889 |
| 08 - SPECIAL ASSESSMENTS Total | 94,000 | - | 94,000 |
| 09 - WATER Total | 3,258,790 | 2,112,276 | 1,146,515 |
| 10 - SEWER Total | 4,230,178 | 1,962,693 | 2,267,485 |
| 11 - REFUSE Total | 1,508,971 | 1,087,468 | 421,503 |
| 12 - POLICE PENSION Total | 774,484 | 466,424 | 308,060 |
| 13 - CAPITAL IMPROVEMENTS Total | 1,876,489 | 546,573 | 1,329,916 |
| 14 - SWIMMING POOL Total | 467,950 | 327,573 | 140,376 |
| 23 - FRIENDS OF JEFFREY PARK FUND Total | 1,200 | 1,200 | - |
| 25 - BLDG. STANDARDS FEE ASSESSMENT Total | 5,400 | - | 5,400 |
| 26 - BEXLEY YOUTH ATHLETIC FUND Total | 12,000 | - | 12,000 |
| 27 - TOURISM PROMOTION AND COMMUNITY EVENTS Total | 5,000 | - | 5,000 |
| 28 - EVENTS AND EQUIPMENT FUND Total | 1,500 | - | 1,500 |
| 29 - MARYANNA HOLBROOK SCHOLARSHIP Total | 30,000 | - | 30,000 |
| 31 - MAYOR'S COURT COMPUTER FUND Total | 5,772 | 2,500 | 3,272 |
| 34 - STREETS AND ALLEYS Total | 2,179,613 | 981,743 | 1,197,870 |
| 36 - MAIN ST PUBLIC IMP. TAX INC. E Total | 399,511 | 272,820 | 126,692 |
| 51 - ECONOMIC DEVELOPMENT BOND SERV Total | 88,700 | 18,225 | 70,475 |
| 52 - URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND Total | 77,725 | 46,973 | 30,752 |
| 56 - Friends of Jeffrey Mansion Preschool Total | 4,949 | 1,935 | 3,014 |
| 59 - BEXLEY CELEBRATIONS ASSOCIATION AND EVENTS FUND Total | 65,000 | - | 65,000 |
| 60 - POLICE OFFICER OPTIONAL EQUIPMENT FUND Total | 5,000 | 1,073 | 3,927 |
| 62 - HEALTH INSURANCE FUND Total | 1,623,672 | 857,273 | 766,399 |
| 63 - Employee Separation Fund Total | 30,000 | - | 30,000 |
| 68 - JEFFREY MANSION FUND Total | 39,500 | 39,500 | - |
| 69 - CASSINGHAM AND VERNON Total | 2,197,151 | 741,607 | 1,455,544 |
| 71 - LOCAL CORONAVIRUS RELIEF FUND Total | 56,626 | 57,312 | (686) |
| 72 - SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS Total | 4,928,361 | 2,089,908 | 2,838,453 |
| 73 - AMERICAN RESCUE PLAN ACT Total | 1,442,744 | 41,249 | 1,401,495 |
| Grand Total | \$ 30,787,776 | \$ 14,397,021 | \$ 16,390,755 |



Statement of Cash Position
City of Bexley
Statement of Cash Position
From: 1/1/2022 to 8/31/2022

| Fund | Description | Beginning Balance | Net Revenue YTD | Net Expense YTD | Unexpended Balance |
|---------------------|--|----------------------|----------------------|----------------------|----------------------|
| | 1 GENERAL FUND | \$ 4,207,555 | \$ 14,020,476 | \$ 12,302,755 | \$ 5,925,276 |
| | 2 STATE HIGHWAY | 135,937 | (15,705) | 61,886 | 58,346 |
| | 3 STREET MAINTENANCE AND REPAIR | 131,442 | 591,115 | 564,150 | 158,407 |
| | 5 RECREATION | 511,471 | 1,629,525 | 1,709,533 | 431,462 |
| | 6 BOND RETIREMENT | 467,507 | 1,682,626 | 405,127 | 1,745,006 |
| | 8 SPECIAL ASSESSMENTS | 94,494 | 57,611 | - | 152,105 |
| | 9 WATER | 1,497,460 | 1,887,375 | 2,112,276 | 1,272,559 |
| | 10 SEWER | 3,784,220 | 1,979,037 | 1,962,693 | 3,800,563 |
| | 11 REFUSE | 1,448,050 | 1,020,054 | 1,087,468 | 1,380,637 |
| | 12 POLICE PENSION | 362,733 | 592,310 | 466,424 | 488,619 |
| | 13 CAPITAL IMPROVEMENTS | 1,505,101 | 750,000 | 546,573 | 1,708,528 |
| | 14 SWIMMING POOL | 348,043 | 480,410 | 327,573 | 500,879 |
| | 18 LAW ENFORCE. TRUST FUND | 8,951 | 827 | - | 9,778 |
| | 23 FRIENDS OF JEFFREY PARK FUND | 2,210 | - | 1,200 | 1,010 |
| | 24 ENFORCEMENT & EDUCATION FUND | 20,774 | 293 | - | 21,067 |
| | 25 BLDG. STANDARDS FEE ASSESSMENT | 14,227 | 1,841 | - | 16,068 |
| | 26 BEXLEY YOUTH ATHLETIC FUND | 19,132 | 5,300 | - | 24,432 |
| | 27 TOURISM PROMOTION AND COMMUNITY EVENTS | 5,748 | 1,341 | - | 7,089 |
| | 28 EVENTS AND EQUIPMENT FUND | 3,289 | - | - | 3,289 |
| | 29 MARYANNA HOLBROOK SCHOLARSHIP | 59,465 | 3,211 | - | 62,676 |
| | 30 BUDGET STABILITY FUND | 1,725,000 | 112,500 | - | 1,837,500 |
| | 31 MAYOR'S COURT COMPUTER FUND | 4,737 | 617 | 2,500 | 2,854 |
| | 32 UNCLAIMED FUNDS | 11,491 | 2,335 | - | 13,826 |
| | 33 WINTER MEDLEY FUND | - | - | - | - |
| | 34 STREETS AND ALLEYS | 736,811 | 2,006,265 | 981,743 | 1,761,334 |
| | 35 TAX INCENTIVE FUND | 3,537 | - | - | 3,537 |
| | 36 MAIN ST PUBLIC IMP. TAX INC. E | 344,356 | 325,538 | 272,820 | 397,074 |
| | 39 SEWER CAPACITY FUND | 14,873 | - | - | 14,873 |
| | 42 BEXLEY BANNER FUND | - | - | - | - |
| | 52 URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND | 2,086 | 110,446 | 46,973 | 65,559 |
| | 53 NORTHEAST QUADRANT PROJECT FUND | - | - | - | - |
| | 56 Friends of Jeffrey Mansion Preschool | 8,469 | - | 1,935 | 6,534 |
| | 57 Neighbors Helping Neighbors Fund | 3,231 | - | - | 3,231 |
| | 58 FARMERS MARKET | 125 | - | - | 125 |
| | 59 BEXLEY CELEBRATIONS ASSOCIATION AND EVENTS FUND | 112 | - | - | 112 |
| | 60 POLICE OFFICER OPTIONAL EQUIPMENT FUND | 12,710 | 1,354 | 1,073 | 12,990 |
| | 61 MAIN EVENT FUND | - | - | - | - |
| | 62 HEALTH INSURANCE FUND | 401,599 | 1,202,205 | 857,468 | 746,336 |
| | 63 Employee Separation Fund | 58,734 | 22,500 | - | 81,234 |
| | 64 ASHBOURNE AND ROOSEVELT PROJECT FUND | 164,884 | - | - | 164,884 |
| | 65 2106 EAST MAIN ST ENVIRONMENTAL CLEANUP FUND | - | - | - | - |
| | 68 JEFFREY MANSION FUND | 39,500 | - | 39,500 | - |
| | 69 CASSINGHAM AND VERNON | - | 741,607 | 741,607 | - |
| | 70 BEXLEY LAND BANK FUND | 40,540 | 12,573 | - | 53,113 |
| | 71 LOCAL CORONAVIRUS RELIEF FUND | 56,626 | 686 | 57,312 | 0 |
| | 72 SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS | 236,583 | 2,010,947 | 2,089,908 | 157,623 |
| | 73 AMERICAN RESCUE PLAN ACT | 713,187 | 725,443 | 41,249 | 1,397,380 |
| | 75 INFRASTRUCTURE DEVELOPMENT FUND | 1,100,000 | 675,000 | - | 1,775,000 |
| Grand Total: | | \$ 20,336,283 | \$ 32,717,683 | \$ 26,699,971 | \$ 26,353,994 |



**RECONCILIATION OF CASH POSITION
CHECKING AND INVESTMENT ACCOUNT STATEMENTS**

| Bank Reconciliation as of > | 31-May-22 | 30-Jun-22 | 31-Jul-22 | 31-Aug-22 |
|---|----------------------|----------------------|----------------------|----------------------|
| PNC Checking Account per Bank | \$ 2,573,773 | \$ 2,248,957 | \$ 3,054,260 | \$ 3,553,773 |
| Less Outstanding Checks | \$ (690,640) | \$ (353,933) | \$ (1,452,509) | \$ (140,788) |
| Returned Item | \$ 1,662 | | | |
| Pre-posted Expense | | 5,418 | | |
| Preposted Revenue | 5,370 | | | 3,677 |
| Duplicate Posting of MHS Claims | | 3,242 | | |
| Other Adjustments (net) | 3,152 | 913 | 5,670 | 958 |
| PNC Account per Books | \$ 1,893,317 | \$ 1,904,597 | \$ 1,607,420 | \$ 3,417,621 |
| Other Accounts: | | | | |
| STAR | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 |
| First Financial | 224,091 | 224,108 | 224,131 | 224,160 |
| Ohio State Bank | 250,000 | 250,000 | 250,000 | 250,000 |
| Ohio State Bank (Savings) | 3,490,446 | 3,496,602 | 3,502,941 | 3,509,348 |
| US Bank Trust | 17,402,227 | 17,429,776 | 18,834,679 | 18,853,072 |
| Payroll | | 338,084 | | (207) |
| Investment Accounts sub-total | \$ 21,466,764 | \$ 21,838,570 | \$ 22,911,751 | \$ 22,936,373 |
| First Financial Interest | | | | |
| Net US Bank Trust Interest | | | | |
| Ohio State Bank Interest | | | | |
| Trust Fees | | | | |
| Other Adjustments - | | | | |
| Investment Accounts per Books | \$ 21,466,764 | \$ 21,838,570 | \$ 22,911,751 | \$ 22,936,373 |
| Total Cash Fund Balances per Books | \$ 23,360,081 | \$ 23,743,167 | \$ 24,519,172 | \$ 26,353,994 |



Animal Control Officer Amy Jennings

September 27, 2022

No one wants rodents near their home. Just about everyone can agree upon that. What most people don't realize is that when trying to eliminate a rodent, or small critter issue, you are creating another problem if you are using rodenticides. Rodenticides cause a slow, painful death to any animal that consumes it. The other problem is there are other animals that consume rodents and small critters that have ingested the poison and then those animals are also at risk of a tragic death. Recently I, and other good citizens, have taken several sick hawks to the Ohio Wildlife Center (OWC). Unfortunately, they were too sick to be saved and showed signs of being poisoned. OWC tested a couple of them and they were poisoned by rodenticides (most likely, the birds ate rodents that had been poisoned). I was told it is all too common of a problem for our wildlife. Animals that can be affected can include, but are not limited to: owls, hawks, eagles, foxes, coyotes, and possibly even a companion animal.

So, what can we do instead? There is a lot of information online but here are a few things you can do:

- Eliminate any food source
- Do not leave pet food outside (this includes bird seed, chicken feed, and pet food)
- Make sure trash cans are sealed
- Weeds and debris near buildings and in yards should be removed to minimize hiding places
- Materials such as firewood or garden supplies should be stored on raised platforms with an open area underneath to minimize rodent hiding places
- All unused materials and junk should be removed



Council Update – Chief of Police

September 27, 2022

Vehicle Thefts – Car thefts remain a concerning issue. The cars continue to be mostly Kia and Hyundai. We had an attempt on Friday the 23rd that resulted in a broken passenger window, destroyed steering column housing and wiper stalk. The offenders were described as young kids. The end result is a disabled car and a hefty repair bill. The attempt was in the early afternoon. The best defense against theft seems to be a steering wheel lock like 'the club'.

2023 Detective Bureau Assignments – Sergeant Brickey and Detective Evans will be returning to patrol shifts next year. Sergeant Brickey is in his fifth year and Detective Evans is in his seventh year of the assignment.

Sergeant Otte has been chosen to serve as the Detective Sergeant. The interviews for the detective position were recently concluded and the assignment will be announced in the near future. Both assignments take effect on January 2nd.

Community Event – Bexley Police Department sponsored "Vehicle Maintenance Roadside Safety" on Saturday, September 17th. Officer Chapman taught participants how to change a tire, charge a battery, and other useful vehicle maintenance tips.

Citizens Police Academy – We are in week 3 of the Citizens Police Academy. Students completed range time with Range Instructors Sergeant Ron Kenefick and Reserve Officer Mark Hopper. They also attended Citizens' Response to an Active Threat presented by Officer Jeremy Grimes.

Police Academy Alumni members along with other Central Ohio Alumni groups enjoyed a presentation sponsored by the Central Ohio Search and Rescue Canine group. On a side note, our Animal Control Officer, Amy Jennings, is a member of this group.

Animal Control - Recently, ACO Jennings along with some good citizens, have taken several sick hawks to the Ohio Wildlife Center (OWC). The hawks showed signs of poisoning. OWC tested some of them and found that the hawks were poisoned by rodenticides. See the attached bulletin for more information.

Statistics:

| Start Date | End Date | Calls for Service | Business Check | Incident & Offense Reports | Arrest Reports | Crash Reports | Total Reports | Theft | Motor Vehicle Theft | Burglary/B&E | Robbery |
|-------------------|-----------------|--------------------------|-----------------------|---------------------------------------|-----------------------|----------------------|----------------------|--------------|----------------------------|-------------------------|----------------|
| 1/1/2022 | 9/22/2022 | 9126 | 86 | 694 | 277 | 127 | 1,098 | 160 | 44 | 40 | 5 |
| 1/1/2021 | 9/22/2021 | 9121 | 10 | 812 | 319 | 166 | 1,297 | 200 | 15 | 42 | 10 |
| 9/23/2021 | 9/22/2022 | 12467 | 87 | 1,030 | 426 | 190 | 1,646 | 269 | 58 | 68 | 6 |
| 9/23/2020 | 9/22/2021 | 11805 | 12 | 1,084 | 399 | 219 | 1,702 | 295 | 24 | 61 | 13 |



September 27, 2022 **MAYOR'S UPDATE**

Coming up in Bexley:

| | |
|-------------------------------------|--|
| September 27, 6:00 pm: | City Council Meeting |
| September 28, 6:30 pm: | Alley of the Future Ask-an-Expert panel |
| September 29, 4:00 pm: | Bexley Farmers' Market |
| September 30, 6:30 pm: | The Main Event! Encanto & Hispanic Heritage month event |
| October 1, 9:00 am: | ReCycle Bikes workshop at Maryland Elementary(?) |
| October 5: | Yom Kippur |
| October 6: | The Big Table |
| October 6, 4:00 pm: | Bexley Farmers' Market |
| October 6, 5:00 pm: | Alley of the Future Office Hours |
| October 1, 1:00 pm: | Sustainable September wrap-up - Convo in a Kayak |
| October 11, 6:00 pm: | City Council Meeting |
| October 10: | Sukkot Day 1 |
| October 14: | Alley of the Future Application Deadline! |
| October 21, 6:00 pm: | Harvest Festival |
| October 29: | Halloween Bash at Jeffrey Mansion |
| October 31, 5:30 to 7:00 pm: | Trick-or-Treat! |

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Meetings, planning for Smoke X Fire festival
- Attended MORPC Board Meeting
- Planning and communications work on Year of the Parks + Youth Active Spaces planning meeting
- Alley of the Future work and planning
- Various calls and emails to address resident issues and questions.
- Lunch with Cap president Dave Kauffman
- Met with Drexel Theatre re: future plans
- Met with new CSG head of school, Camille Seals
- Issued proclamation at Wexner Heritage Village
- Met with Senior Center advisory group re: plans for future
- Facilitated MORPC Sustainability Advisory Committee meeting
- Jazz in the Park
- Helped with Feet on the Street planning/logistics
- Met with MORPC staff re: attributable funding project
- COMMA Exec. Board meeting
- Attended CRB meeting
- Helped with Taste of Bexley
- Swearing in of reserve officer - Spencer Salyers
- Attended Regional ESID board meeting
- Worked on Big Table event

Keep in touch! To sign up for weekly email updates from the City of Bexley, including information on community events and timely notifications and reminders, visit: www.bexley.org/blast



Trick or Treat is Monday, October 31st


Trick-or-Treat is on Monday, October 31st from 5:30 to 7:00 pm. As in years past, we will have a Halloween safety patrol operating, thanks to volunteers from throughout the community; If you are interested in serving as a Halloween Patrol volunteer, please email Kevin Smith (ksmith@bexley.org) with Bexley Recreation and Parks, or call (614) 559-4300.

The Big Table

The Columbus Foundation's "Big Table" is a day dedicated to community-wide conversations. For this year's Big Table, we're partnering with the Bexley Public Library with the theme "Making Bexley a Kind and Connected Community".







Feet on the Street Launches next week


Next Monday is the first day for Bexley's 4-week Feet on the Street program! To learn all about the program, visit bexley.org/FOTS



In October 2022, as part of the City's 'Feet on the Street' recycling education program, we will examine residents' recycling totes for prohibited items.

Crews have found items in your toter that don't belong. Throughout this program, each household can receive up to one warning on the first mistake. Your materials will be collected until the following Monday if the contaminants are removed.

| | |
|---|---|
|  |  |
| DO NOT BAG RECYCLABLES | PLASTIC BAGS, STRETCH PLASTICS, OR WRAP |
|  |  |
| HAZARDOUS MATERIALS <i>Batteries, paint cans, hypodermic needles, electronics, or gas tanks</i> | TANGLERS OR TEXTILES <i>Dog leashes, garden hoses, wire, chains, or textiles</i> |
|  |  |
| PACKAGING MATERIALS OR STYROFOAM <i>Break down boxes</i> | NO TRASH, FOOD WASTE, OR YARD WASTE <i>Only recycle items listed on the back of this card</i> |



For program information, call us at (614) 559-4250 or visit bexley.org/FOTS.

This program will occur October 3-24, 2022.



In October 2022, as part of the City's 'Feet on the Street' recycling education program, we will examine residents' recycling totes for prohibited items.

Crews have found items in your toter that cannot be recycled, therefore your materials will not be taken this week. Please remove the following items and your toter will be emptied next Monday:

| | |
|---|---|
|  |  |
| DO NOT BAG RECYCLABLES | PLASTIC BAGS, STRETCH PLASTICS, OR WRAP |
|  |  |
| HAZARDOUS MATERIALS <i>Batteries, paint cans, hypodermic needles, electronics, or gas tanks</i> | TANGLERS OR TEXTILES <i>Dog leashes, garden hoses, wire, chains, or textiles</i> |
|  |  |
| PACKAGING MATERIALS OR STYROFOAM <i>Break down boxes</i> | NO TRASH, FOOD WASTE, OR YARD WASTE <i>Only recycle items listed on the back of this card</i> |



For program information, call us at (614) 559-4250 or visit bexley.org/FOTS.

This program will occur October 3-24, 2022.

Alley of the Future Update

The Alley of the Future Competition is officially underway. The program has been promoted through social media and on the Blast and a launch event was held last week at Bexley Public Library. At this event, Keith Myers spoke about the history and importance of alleys and about the need to rethink the way we use alleys as we plan for the future. After the presentation, Mayor Kessler and Staff Consultant Elena Andrews answered questions about the program, which will accept entries through October 14 at 5pm.

Two additional events have been planned to allow for additional questions and discussion, including:

September 28 - 6:30pm at Bexley Public Library: Panel discussion and Q&A

October 6 - 5-6:30pm at Bexley City Hall: Open Office Hours

October 14: Application Deadline

ASK-AN-EXPERT
ALLEY OF THE FUTURE EDITION
WEDNESDAY, SEPT. 28 | 6:30 PM | BEXLEY PUBLIC LIBRARY

Brainstorm alley transformation idea(s) with neighbors and City staff, ask questions, and hear from these expert panelists:

Madison Wisniewski
Stormwater Management Expert

Mayor Ben Kessler
Process & Policy Expert

Rob Booher
Permeable Pavement Expert

Rob Hilbert
Next Gen. Lighting Technology Expert

Rebecca Ness
Native Plantings & Alley Expert

LEARN MORE:
BEXLEY.ORG/FUTURE

Budget Process Update

Budget season is upon us and planning is already underway. Department Directors are already working on preliminary budget plans and meetings with the Mayor have been organized to further discuss budgetary plans for 2023. A draft budget is planned for the October 11th meeting, with a first reading planned for the October 25th meeting.

2023 Year of the Parks Update

Havenwood Park Refresh:

Bids have been received from 4 vendors to install the Havenwood Park refresh. Scope is being clarified, and a board of control is expected in October, with the installation occurring in late 2022/early 2023.

Target Completion: Spring, 2023

Commonwealth Arboretum Scope:

The pond designer has been engaged to finalize pond design. Preliminary estimates for the plant and pond install have been obtained.

Target Completion: Fall, 2023

Commonwealth Athletic Fields Scope:

The Commonwealth West project is wrapping up, and Commonwealth East project will be launching soon. Expected completion in Spring of 2023.

Target Completion: Spring, 2023

Commonwealth Connector Scope:

Architectural drawings are being finalized for gateway features. Engineering is being prepped for street and median scope. A designer is being selected for landscape/hardscape design for the connector project.

Target Completion: Fall, 2023

Main Street Trail of Parks:

Library park concepts are being worked on. 1876 Plaza at Capital design modifications discussed with Capital and legal requirements discussed.

Target Completion: Fall, 2023 - Spring, 2024

Park Wayfinding/Signage Scope:

Design concepts close to finalization. Wayfinding signage undergoing field verification/study.

Target Completion: Summer, 2023

Schneider Park Scope:

Dog park drainage installed, contracts in place. Water work being finalized.

Main Street trailhead roughed in.

Culvert work this fall.

Pedestrian bridge engineering underway.

Target Completion: Fall, 2023

Youth Active Space Scope:

Following the initial meeting of the visioning committee, we have youth engagement workshops planned for the coming weeks. Our next step will be to incorporate the feedback from these meetings to narrow and refine the list of projects.

Target Completion: Fall, 2023







City Council Meeting Minutes

Tuesday, September 13, 2022

6:00 PM

1) Call to Order

Mr. Markham called the meeting to order at 6:03 pm.

2) Roll Call of Members

Council Members in Attendance: Sam Marcellino, Jen Robinson, Lori Ann Feibel, Troy Markham, Matt Klingler, Monique Lampke, Jessica Saad

3) Pledge of Allegiance

4) Special Guests and/or Presentations

5) Continuation of Hearing on 81 N. Drexel Appeal to City Council (Hearing Date August 24, 2022)

Mr. Klingler moved to grant the appellant and overturn the BZAP decision.

Ms. Lampke seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Lori Ann Feibel

Opposed: None

Motion passed 7-0.

6) Ordinances/Resolutions with visiting presenters

- A) Ordinance 34-22 to amend the use variance at 216 South Columbia Avenue, to allow for expansion of the existing carriage house introduced by Matt Klingler on August 23, 2022. This is the Second Reading of this ordinance.

Mr. Fishel read the ordinance and Mr. Markham discussed the structure of the discussion.

Nathan Sampson of 990 W. Third Avenue, represents the applicant. He provided the background of the renovation and expansion plans, including the firm's consultation with the City, the unanimous approval of BZAP, and the effort to honor City guidelines. Mr. Sampson then spoke of

the proposed amendment to expand the existing carriage house zoning, which would permit the detached structure to be expanded and used for living space. Mr. Sampson further explained

Erica McIntyre of 172 South Columbia spoke in opposition to the expansion, stating that the structure appears to her to be a house and she isn't clear on why it wouldn't be classified as such and taxed as such. Ms. McIntyre also stated she feels the proposed expansion is a substantial change in character and would negatively impact nearby property values.

Matt Eshelbrenner of 225 S. Drexel is not speaking in favor or against the proposed variance but was curious about why the 1997 ordinance stated that the structure could not be expanded. This is not a question and answer session, but Mr. Markham did agree to have Mr. Fishel or Mr. Kessler follow-up on this question.

Hearing no more comments, Mr. Markham invited Mr. Sampson to return for final comments. Mr. Markham spoke about his understanding with the intent of the 1997 ordinance language on expansion and reiterated the intended use for this expansion.

Mr. Marcellino asked questions about potential taxation and potential tax loss and stated he has concerns about the taxation implications of a independently occupied residence not being taxed.

Mr. Fishel clarified that the 1997 ordinance already protects the existing residential use of the structure. The question before council is only to approve or deny the use variance on the proposed expansion section of the carriage house.

Ms. Saad asked about the definition of family member, not only for the existing resident, but in the future. Mr. Fishel clarified a family member is defined by law as related through blood or marriage.

Ms. Lampke asked if the existing residents have heard concerns from other neighbors and about any efforts to address any concerns or issues brought forth, which Mr. Sampson clarified.

Mr. Klingler asked if Mr. Kessler could discuss his thoughts on the expansion as it relates to property value given his background in appraisal, which he addressed, speaking of his thoughts.

Mr. Fishel reminded everyone that any party can speak about this ordinance at the next meeting as it will be a third reading.

7) Public Comments (Speaker Slip Required)

Erica McIntyre of 172 S. Columbia had some additional questions and concerns about the process and opportunities for comment, which Mr. Fishel and Mr. Markham clarified, inviting her to email Council members and also reminding her that she's free to comment at the next Council meeting as well.

8) President's Report

Mr. Markham complimented Mr. Klingler on his efforts on the Zoning Committee and also complimented Ms. Lampke on some of the improvements she made to meeting process.

9) City Attorney Report

No report.

10) Auditor's Report

A) September 13, 2022 Auditor Report

Mr. McPeek provided highlights from his report and invited Council members to make suggestions or ask questions.

11) Administrative Update:

A) Police Department Update - Chief Lewis

Chief Lewis thanked City Council and Community members for the warm welcome. He then covered the highlights of his report including the introduction of foot patrols to businesses and new presence at Broad and Cassady for school start and end times, and consideration of a quarterly newsletter.

Mr. Marcellino asked about special duty at Giant Eagle Markeet District in Bexley and asked if this personnel cost is paid by Giant Eagle and Chief Lewis confirmed that it is.

Ms. Robinson complimented the police presence at Cassady and Broad and thanked Chief Lewis for this change.

Mr. Markham encouraged Chief Lewis to continue to help Council understand police and crime statistics and reports better and thanked Chief Lewis for his time.

B) Recreation and Parks Update - Mike Price

Mr. Price had no additions to his report. Mr. Kessler asked Mr. Price to provide some additional information on the Halloween Bash, which Mr. Price did, clarifying that this will be an adults-only event.

Ms. Saad also stated she and her family have signed up for the Community Campout and she complimented this program. Mr. Price and Mr. Kessler echoed these positive sentiments.

Mr. Kessler thanked Mr. Price for he and his team's hard work on different events.

C) Service Update: Andy Bashore- Service Director

Mr. Bashore does not have any additions to his written report, but invited questions.

Mr. Klingler asked how the electric mower is working out, which Mr. Bashore answered.

D) Finance Department Update - Beecher Hale

Mr. Hale doesn't have a report, but did clarify that we are doing well.

E) Mayor's Update

Mr. Kessler mentioned some of the upcoming events on his report and covered some highlights of his report, including an update on the budget process, Year of the Parks, and Scooters around Bexley among other issues. Mr. Klingler asked about potential revenue from fining companies for improper drop off of scooters, and the Mayor stated there are no current plans for this. Ms. Lampke asked Chief Lewis for his perspective on this, which he provided.

Mr. Kessler also stated that Havenwood Park will be a zero emissions park, with only electric mowers, trimmers, and other landscape equipment.

Mr. Klingler asked about Mr. Kessler meeting with MORPC about LinkUs. Mr. Kessler clarified that the initial LinkUS plan was closely linked with a potential levy, which COTA has decided against so currently this initiative is quiet.

Mr. Kessler then provided some additional information on a potential out of state conference for sustainability for Elizabeth Ellman.

Ms. Lampke moved to approve the out of state conference for Elizabeth Ellman.

Mr. Marham seconded.

Motion was approved by voice vote 7-0.

12) Consent Agenda: (No Speaker Slip Required)

A) Meeting Minutes from August 23, 2022 City Council Meeting.

B) Resolution 6-22 adopting the 2022 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley, introduced by Monique Lampke on August 9, 2022.

Lori Ann Feibel departed at 6:45 pm.

Mr. Markham moved to adopt the items on the Consent Agenda.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

13) Third Readings: (No Speaker Slip Required)

A) Ordinance 29-22 to appropriate \$10,000 from the water fund and \$10,000 from the sewer fund to pay overtime for the remainder of 2022, introduced by Monique Lampke on August 9, 2022.

Mr. Fishel read the ordinance and Ms. Lampke provided some background.

Ms. Lampke moved to approve ordinance 29-22.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad,

Monique Lampke, Opposed: None

Motion passed 6-0.

14) Second Readings: (Speaker Slip Required)

- A) Ordinance 30-22 to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency, introduced by Monique Lampke on August 23, 2022.

Mr. Fishel read the ordinance and Ms. Lampke provided some detail and background on this ordinance and asked Mr. Kessler for any additional updates, which Mr. Kessler provided, including a brief discussion of the staff assessment of the property.

- B) Ordinance 31-22 to establish a special fund designated the Stanbery Avenue and Chelsea Avenue Improvements Fund to record all revenue and expenses associated with the Stanbery and Chelsea improvements project, to appropriate \$5,178,342 from this fund to pay for the cost of the project, to authorize transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund. Introduced by Monique Lampke on August 23, 2022.

Mr. Fishel read the ordinance and Ms. Lampke provided background on this ordinance.

- C) Ordinance 32-22 to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner, introduced by Monique Lampke on August 23, 2022.

Mr. Fishel read the ordinance and Ms. Lampke provided some background information. Ms. Lampke noted that there will be amendments proposed as people pay.

- D) Ordinance 33-22 to authorize supplemental appropriations for calendar year 2022 introduced by Troy Markham on August 23, 2022.

Mr. Fishel read the ordinance and Ms. Lampke invited Mr. Kessler to take Council through the ordinance, which he did. Mr. Marcellino asked about the legal expenses, which feels like a significant increase which Mr. Kessler and Mr. Fishel answered. Ms. Lampke asked about the refuse contract and the significant increase there. Mr. Kessler answered this.

15) First Readings: (Speaker Slip Required)

- A) Resolution 7-22 accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the County Auditor introduced by Monique Lampke on September 13, 2022.

Mr. Fishel read the ordinance and Ms. Lampke asked Mr. McPeck to provide some background. Mr. McPeck will need to circle back on detail but did clarify this is a routine annual ordinance.

- B) Ordinance 35-22 to amend Section 1060, in order to require recycling service to be provided at commercial, institutional, and multi-family properties within the City of

Bexley, introduced by Lori Ann Feibel on September 13, 2022.

Mr. Fishel read the ordinance and Mr. Markham expressed his excitement over this ordinance which is a long time in the making. Mr. Markham then invited Mr. Kessler to provide some detail and background on the ordinance. Mr. Markham then talked about his excitement about this initiative and stated that one of the things he appreciates most about Council and the City of Bexley is the commitment to sustainability. Mr. Marcellino asked about any potential cost to the City, which Mr. Kessler addressed would be primarily administrative and we have capacity for. Mr. Marcellino also asked if we anticipate buy in or push back from businesses, which Mr. Kessler addressed.

Ms. Saad asked how many of our current businesses recycle and pay for that expense. Mr. Kessler clarified that we don't have detailed data on this but did provide some incidental information. Ms. Saad also asked if we'd be working with the Chamber of Commerce about this, which Mr. Kessler confirmed we will.

- C) Ordinance 36-22 authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the Bexley City Schools regarding improvements made upon and within the City owned street right-of-way adjacent to Stanwood Ave, introduced by Matt Klingler on September 13, 2022.

Mr. Fishel read the ordinance and Mr. Klingler asked Mr. Kessler to provide some background information on this, which he did clarifying that this is for a plaque on right of way in school area.

16) Tabled Ordinances:

- A) Ordinance 14-22 to Amend Section 1266.14 Solar Panels, in order to provide for consistent regulation and a streamlined approval process for solar panel projects introduced by Matt Klingler on April 12, 2022

Mayor Kessler

- B) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)

Ms. Saad moved to remove Ordinance 41-21 from the table for discussion.

Mr. Marcellino seconded?????

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

Ms. Saad discussed the proposal from the Columbia Place residents to donate this street which is currently private. They have met with the residents to discuss some changes needed to ramps, curbs in accordance with ADA requirements. Mr. Kessler said the residents have considered this. Mr. Kessler hopes to have clear figures by the next meeting, which is the last opportunity to approve this ordinance without reintroduction. Mr. Klingler asked about the tax productivity analysis and the potential maintenance of the property, which Mr. Kessler will bring. Several

Council members asked questions and provided comments on this ordinance.

Mr. Markham moved to re-table Ordinance 41-21

Ms. Saad seconded

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

- 17) Executive Session for Conference with the public body's attorney concerning pending or imminent court action by division (G)(3) of section 121.22 of the Revised Code. Court action is "pending" if a suit has been commenced; court action is "imminent" if it is on the point of happening or impending.**

Mr. Markham moved.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

Entered Executive Session 8:17 pm

Mr. Markham moved to exit Executive Session.

Mr. Marcellino seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

Exited Executive Session 8:38 pm.

Mr. Kessler and Council members discussed the moving allowance of \$7,500 that was mistakenly not included in the written contract. Mr. Kessler presented a contract addendum specifying this \$7,500 moving allowance and wanted to have Council's approval on this addendum.

Mr. Markham moved to approve the above referenced addendum to the contract.

Ms. Robinson seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

- 18) Service and Environmental Committee - Lori Ann Feibel, Chair**

No report.

- 19) Finance Committee - Monique Lampke, Chair**

Ms. Lampke mentioned that there will be a financial retreat at 5:00 pm before the next Council meeting and spoke about budget season and the process of budgeting for the next year.

- 20) Safety and Health Committee - Sam Marcellino, Chair**

Mr. Marcellino provided some environmental updates for Ms. Feibel, including reminding everyone of the solar panel co-op informational session on September 14. Mr. Marcellino also provided information about additional opportunities to learn more about reducing food waste and talked about the upcoming Taste of Bexley.

No report for Safety and Health.

21) Zoning and Development Committee - Matt Klingler, Chair

Complimented the good work on Livingston and spoke to the successful reduction in traffic speed. Mr. Klingler also spoke about St. Charles Convocation Center.

22) Recreation and Parks Committee - Jessica Saad, Chair

Ms. Saad reported the adult Halloween Party on October 29 at 7pm and complimented Emily Perfect for the idea. Ms. Saad also mentioned the upcoming Harvest Festival.

23) Strategic Committee - Jen Robinson, Chair

Ms. Robinson complimented the Bexley Historical Society and expressed her enjoyment at being involved. She also reported about an upcoming program at the Drexel.

24) Public Comments (No Speaker Slip Required)

Don Lewis of 663 Euclair asked about oil disposal and who is responsible for the associated costs, which Mr. Kessler answered.

25) Adjourn

Hearing no other business Mr. Markham asked for a motion to adjourn.

Mr. Klingler moved to adjourn.

Mr. Marcellino seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Troy Markham, Matt Klingler, Jessica Saad, Monique Lampke, Opposed: None

Motion passed 6-0.

Mr. Markham adjourned the meeting at 8:48 pm.

ORDINANCE NO. 34 - 22

By: Matt Klingler

An ordinance to amend the use variance at 216 South Columbia Avenue, to allow for expansion of the existing carriage house.

WHEREAS: On February 10, 1997, Council, via Ordinance 69-97, approved a use variance at 216 South Columbia Avenue in order to allow use of an accessory structure as a dwelling unit; and

WHEREAS: The property owner wishes to expand the existing carriage house structure to add 255 square feet to the existing 574 square feet of dwelling unit area, for a total proposed dwelling unit area of 829 square feet; and

WHEREAS: All physical aspects of the proposed carriage house addition meet current zoning code guidelines for a detached garage, and the proposed design was conditionally approved by the Architectural Review Board at their meeting on August 11, 2022; and

WHEREAS: The conditions attached to the use variance, including specifying that the house be occupied by family members or staff or guests of the owner and that occupants exclusively use off-street parking on the premises, remain unchanged in this proposed amendment; and

WHEREAS: The prospective owners of said property wish to use a portion of the structure for living space for family members; and,

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

Section 1.

That the use variance granted on February 10, 1997 be amended as follows:

- (a) There shall be no expansion of the **carriage house** existing accessory house structure ("**accessory house**") beyond what was approved by the ~~Board of Zoning Appeals on December 11, 1997~~ **Architectural Review Board on August 11, 2022;**
- (b) There shall be no reduction of the present off-street parking on the property;
- (c) Occupants of the accessory house shall be required to use a portion of the existing off-street parking on the property;
- (d) The accessory house shall at no time be rented to persons other than members of the family of the owner of the property, provided that anyone may occupy the accessory house (a) in exchange for services rendered to the owner of the property or

the payment of the utility charges, maintenance expenses, taxes, assessments, insurance premiums or similar expenses, or (b) if no money, goods, or services are given in exchange for the right to occupy the accessory house;

(e) Should the accessory house be damaged by fire, explosion, flood, riot, or act of God, the use may be continued as before any such calamity provided the structure has not been destroyed to the extent of more than ninety percent of the replacement cost at the time of destruction, and provided such reconstruction is started within one year of such calamity and is continued in a reasonable manner until completed. If more than ninety percent of the replacement cost at the time of destruction of the accessory house occurs any time in the future by fire, explosion, flood, riot, or act of God, continued use of the structure will require a special permit at the discretion of Bexley City Council.

Section 2.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

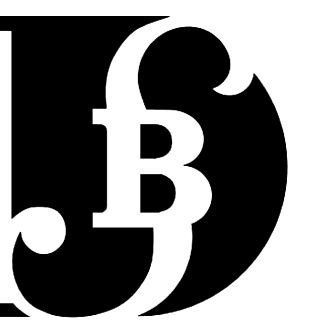
Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeek, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler



BEHAL | SAMPSON | DIETZ
ARCHITECTURE & CONSTRUCTION

990 WEST THIRD AVENUE
COLUMBUS, OHIO 43212
TELEPHONE 614-464-1933
FACSIMILE 614-298-2169
WWW.BSDARCHITECTS.COM



EXISTING SITE VICINITY PLAN
SCALE: 1" = 60'-0"



PROPOSED SITE VICINITY PLAN
SCALE: 1" = 60'-0"



PROGRESS DRAWINGS
NOT TO BE USED FOR CONSTRUCTION
8.5.2022

| DESCRIPTION | DATE |
|----------------------|------------|
| REVISION | ---- |
| REVISION 1 | 08.04.2022 |
| OWNER REVIEW | 07.28.2022 |
| BEXLEY ARS SUBMITTAL | 07.14.2022 |
| PROGRESS SET | 07.13.2022 |

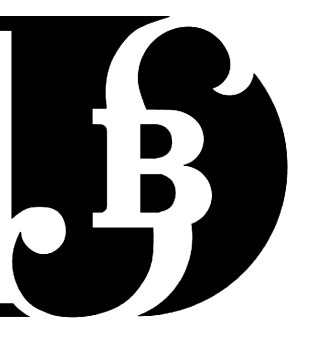
A NEW HOME

PRIVATE RESIDENCE

PARCEL ID #020-002022-00
BEXLEY, OHIO 43209

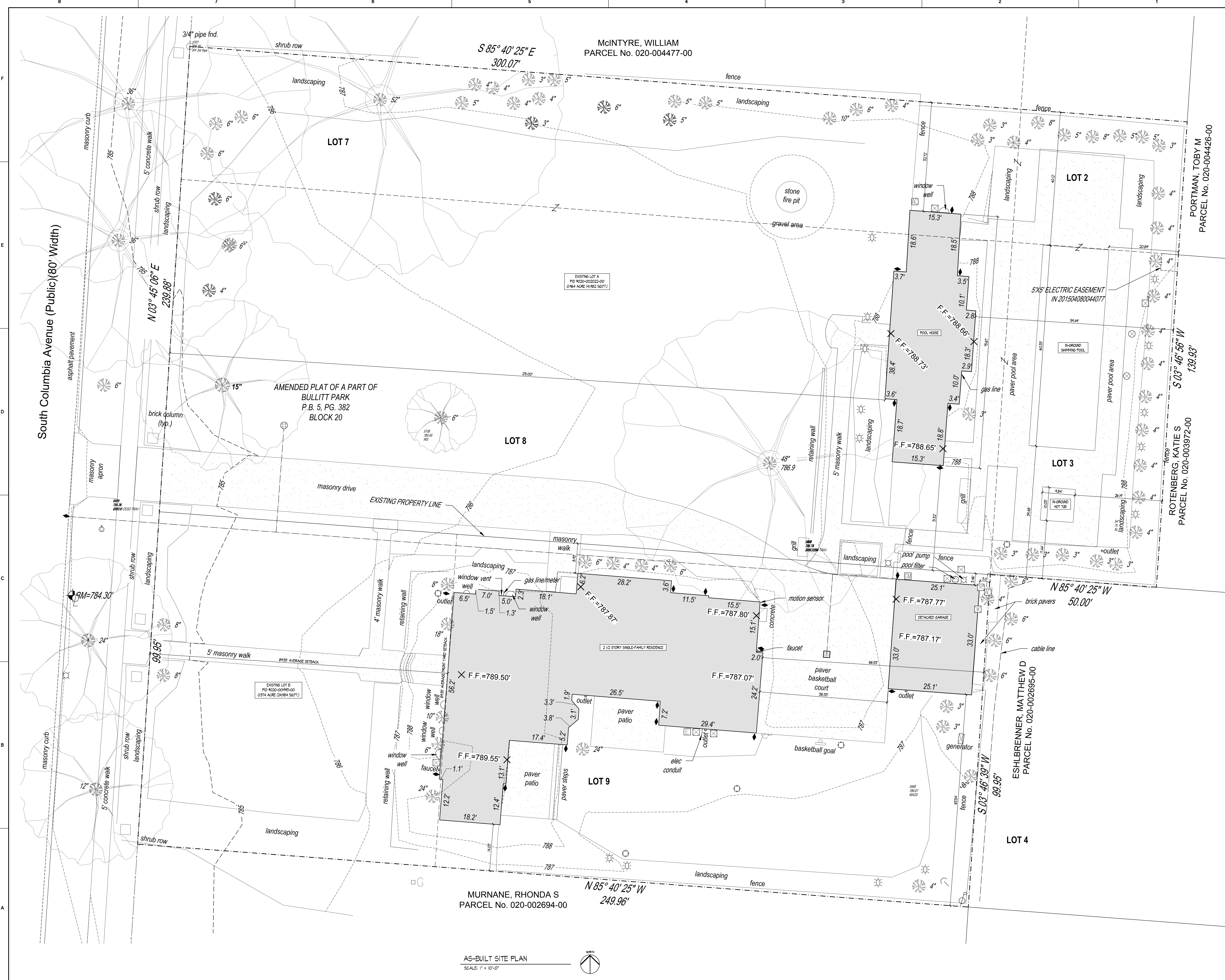
| DRAWN BY | REVIEWED BY | JOB NUMBER |
|----------|-------------|------------|
| GS/KW | NS | 22118 |

SITE VICINITY PLANS **SD.1**



BEHAL SAMPSON DIETZ
ARCHITECTURE & CONSTRUCTION

990 WEST THIRD AVENUE
COLUMBUS, OHIO 43212
TELEPHONE 614-464-1933
FAX 614-464-2146
WWW.BSDARCHITECTS.COM



PORTMAN, TOBY M
PARCEL No. 020-004426-00

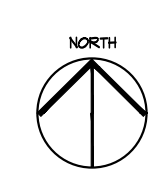
ROTENBERG, KATIE S
PARCEL No. 020-003972-00

ESHLBRENNER, MATTHEW D
PARCEL No. 020-002695-00

McINTYRE, WILLIAM
PARCEL No. 020-004477-00

MURNANE, RHONDA S
PARCEL No. 020-002694-00

AS-BUILT SITE PLAN
SCALE: 1" = 10'-0"



PROGRESS DRAWINGS
NOT TO BE USED FOR CONSTRUCTION
8.5.2022

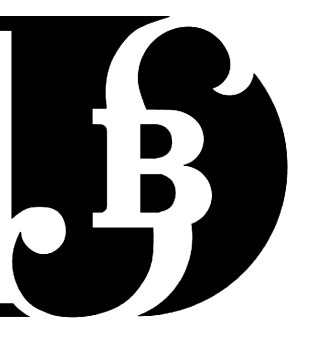
| DESCRIPTION | DATE |
|----------------------|------------|
| REVISION | ---- |
| REVISION 1 | 08.04.2022 |
| OWNER REVIEW | 07.28.2022 |
| BEXLEY A&S SUBMITTAL | 07.14.2022 |
| PROGRESS SET | 07.13.2022 |

ANEWHOME
PRIVATE RESIDENCE

PARCEL ID #020-002022-00
BEXLEY, OHIO 43209

| DRAWN BY | REVIEWED BY | JOB NUMBER |
|----------|-------------|------------|
| GS/KW | NS | 22118 |

AS-BUILT SITE PLAN SD.2



BEHAL SAMPSON DIETZ ARCHITECTURE & CONSTRUCTION

990 WEST THIRD AVENUE
COLUMBUS, OH 43215
TELEPHONE 614-484-1933
FAC & MAIL 614-258-2148
WWW.BSDARCHITECTS.COM

PROPOSED LOT A ZONING SUMMARY

Table with 2 columns: PROPERTY ADDRESS, ZONING, etc. and 2 columns: CITY OF BEALEY ARB, ZONING BOARD, etc. Summary of zoning regulations for Lot A.

PROPOSED LOT B ZONING SUMMARY

Table with 2 columns: OWNER, PROPERTY ADDRESS, ZONING, etc. and 2 columns: CITY OF BEALEY ARB, ZONING BOARD, etc. Summary of zoning regulations for Lot B.

PROGRESS DRAWINGS NOT TO BE USED FOR CONSTRUCTION 8.5.2022

Table with 2 columns: DESCRIPTION, DATE. Revision history for the drawings.

PRIVATE RESIDENCE

PARCEL ID #020-002022-00
BEALEY, OHIO 43209

Table with 3 columns: DRAWN BY, REVIEWED BY, JOB NUMBER. Project details.



McINTYRE, WILLIAM
PARCEL No. 020-004477-00

South Columbia Avenue (Public) (80' Width)

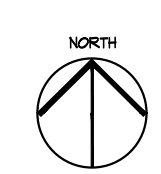
PORTMAN, TOBY M
PARCEL No. 020-004426-00

ROTENBERG, KATIE S
PARCEL No. 020-003972-00

ESHLBRENNER, MATTHEW D
PARCEL No. 020-002695-00

MURNANE, RHONDA S
PARCEL No. 020-002694-00

PROPOSED SITE PLAN
SCALE: 1" = 10'-0"



ORDINANCE NO. 30 - 22

By: Monique Lampke

An ordinance to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency.

WHEREAS, the City of Bexley has an opportunity to purchase a property which will be beneficial to the residents and the efficient operation of the City; and

WHEREAS, the purchase of said property will provide valuable space and future cost savings to the Service Department; and

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

Section 1.

That the Mayor shall have the authority to enter into a real estate purchase contract for the property located at 2838-2840 Delmar Drive, Bexley, Ohio, which contract is attached hereto as "Exhibit A".

Section 2.

That \$105,000 is hereby appropriated from the Capital Improvements Fund for the purchase of the property and for associated inspection, closing costs, and fees.

Section 3.

That in order to ensure the ability of the City to provide for an improved operational environment for the City's service functions, this Ordinance is hereby determined to be an emergency and shall take effect and be in force immediately upon passage and execution by the Mayor.

Passed _____, 2022

Troy Markham, President of Council

Attest: _____, 2022
Matt McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: 8/23/22

Second Reading:
Third Reading:

**This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the exclusive use of their REALTOR® members only.
Columbus REALTORS® and the Columbus Bar Association © Copyright 2005.**

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".



**REAL ESTATE
PURCHASE CONTRACT**



It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: 8/16/22

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of Franklin, Tax parcel no(s). 020-002849-00 and further described as: **2838-2840 Delmar Drive, Columbus, Ohio 43209, being a 2-story duplex and the .14 acres upon which it sits.**

1. Purchase price shall be \$90,000 (Ninety Thousand dollars)

No. **1.1 Additional Terms and Conditions:**
Contingent upon approval of Bexley City Council
Proof of funds to be provided within 10 days of City Council approval

2. Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 7 calendar days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. Financing: (Buyer shall select and initial one of the following)

3.1 / Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

Buyer Initials

3.2 ____ / ____ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:

Buyer ____ / ____ (insert initials here) has delivered **OR** ____ / ____ (insert initials here) shall deliver within ____ calendar days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

3.2(b) Loan Application:

(i) Within ____ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

- a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,
- b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
- c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within ____ calendar days (this subsection 3.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:

If the property is appraised or otherwise valued for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 5 calendar days after Buyer receives a copy of the appraisal or other documentation evidencing the lender's determination of value. The notice shall be signed by the Buyer and accompanied with the appraisal or other documentation evidencing the lender's determination of value. Upon delivery, the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the appraisal constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

3.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. Taxes and Assessments:

4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recouplements for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

_____.

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) _____, Vol. _____, Page number _____ or Instrument number _____. (Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

_____.

5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned (by the seller, including but not limited to:

Buyer Initials _____

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:
Refrigerator and Stove

5.2 The following shall be excluded: (none if nothing inserted)

5.3 The following leased items shall be excluded: (none if nothing inserted)

6. Inspections and Tests:

6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. **The Broker further recommends that inspections and tests be performed by a home inspector duly licensed by the State of Ohio, or, with respect to specific components or conditions, be performed by a qualified person who is exempt from home inspector licensure requirements pursuant to Ohio Revised Code section 4764.03. To verify whether a home inspector is licensed in the State of Ohio, go to: <http://elicense3.com.ohio.gov/lookup/licenselookup.aspx>.**

The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

Buyer Initials _____

6.3 Specified Inspection Period: Buyer shall have 7 (not applicable if the number of calendar days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

- (a) Inspection of the premises and all improvements, fixtures, and equipment;
- (b) Inspection or testing for **radon**;
- (c) Inspection or testing for mold, and any other environmental test;
- (d) Inspection or testing for lead-based paint;
- (e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
- (f) Inspection of the gas lines on the premises;
- (g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
- (h) Determination of the need for and cost of federal flood insurance;
- (i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have _____ calendar days (not applicable if the number of calendar days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this

contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

6.5 Condominium or Homeowners' Association Document Provision:

6.5 (a) If the premises is a condominium unit governed by a Condominium Association, or is located within a community governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within 5 calendar days after the date of acceptance of the contract by both parties:

- Condominium Declaration and/or Deed Restrictions, and Bylaws of the owners' association (condominium or homeowners'), including all amendments to the Declaration or Deed Restrictions except amendments that only increase the number of units or homes subject to the Declaration or Deed Restrictions;
- Condominium Board / Management Company Contact: Name, phone number, email;
- Contact information for any other mandatory membership association if applicable: Name, phone number, email;
- A statement from the association regarding this home/unit, confirming when the next (assessment) payment is due, the amount of such payment, the amount of any pending special assessment(s), and that the account is current;
- Association Initiation Fee, Reserve Contribution, and Association Transfer Fee;
- Minutes from the last 3 meetings of the directors or trustees of the owners' association;
- Minutes from the last meeting of members of the owners' association;
- Most recent version of unrecorded Rules and Regulations;
- Current Financial Statement showing the nature of the association's assets, including:
 1. Most current balance sheets, income and expense statements, and budget; and
 2. Copy of the most recent reserve study.

6.5(b) Review Period: Buyer's obligations are contingent upon satisfactory review of the documents provided pursuant to paragraph 6.5(a). Buyer shall have 5 calendar days after receipt of the last delivered documents, or 10 calendar days after the date of acceptance of the contract by both parties, whichever shall first occur, in which to review the documents. If Buyer is not provided some or all of the requested documents or is not satisfied with any of the requested documents within the stated time period for Buyer review, Buyer, as Buyer's sole remedy, may deliver a written notice of termination to Seller, and the earnest money shall be returned to Buyer pursuant to paragraph 12. **Buyer's failure to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the requested documents, or 10 calendar days after the acceptance of the contract by both parties, whichever shall first occur, constitutes a waiver of Buyer's right to terminate pursuant to this provision.** This provision does not limit Buyer's right to object to matters set forth on the title commitment pursuant to paragraph 9.3 herein.

7. Warranties:

7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed \$ _____, plus applicable sales tax shall provide a home warranty or protection plan from _____ (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

8. Deed:

8.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

8.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar days prior to the date of closing pursuant to this

agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

9.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

9.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

10. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

10.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

10.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

10.3 Security deposits shall be transferred to the Buyer.

10.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

11.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 12.

11.3 Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c).

11.4 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 11.2.

11.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 12 is not applicable if no amount inserted).

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

_____ / _____ with the Buyer's Broker not later than 3 calendar days after acceptance of this contract by both parties in writing.

OR

_____ / _____ with the Buyer's Broker not later than 3 calendar days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

12.1(b) Within 3 calendar days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit

Notice within 3 calendar days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# _____), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage _____, By _____, Date _____

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer terminates this contract pursuant to any of its applicable provisions, all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder is to be disbursed as follows:

- (a) The transaction closes and the Broker:
 - i) disburses the earnest money deposited hereunder to the Buyer; or
 - ii) disburses the earnest money deposited hereunder to the closing or escrow agent to be applied to the purchase price; or
 - iii) retains the earnest money deposited hereunder and credits it toward commission owed to the brokerage.
- (b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions.
- (c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order.
- (d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
- (e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

13.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

13.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

13.4 Term Definition: The term “Broker” shall include, without limitation, Broker and/or Broker’s agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller’s Broker and the Buyer’s Broker, if different. The term “day(s)” means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

13.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

13.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

14. NOTICES TO THE PARTIES:

14.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions,

Buyer Initials _____

hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

14.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

14.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

14.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

15. Closing and Possession:

15.1 Closing: This contract shall be performed, and this transaction closed, on or before October 14, 2022 unless the parties agree in writing to an extension. The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

Buyer Initials _____

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through at closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

15.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

16. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Brokerage: _____
Brokerage License #: _____
MLS Office ID #: _____
Ofc. #: _____
Fax #: _____
Address: _____

Agent: _____
Agent License #: _____
Phone #: _____
Alternate Phone #: _____
Fax #: _____
Email: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Caro Cantrell
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Brokerage: Carleton Realty
Brokerage License #: 20009000708
MLS Office ID #: _____
Ofc. #: (614)891-0000
Fax #: (614)864-9331
Address: 580 W. Schrock Road

Agent: Karen White
Agent License #: 399108
Phone #: (614) 353-4114
Alternate Phone #: (614)891-0000
Fax #: _____
Email: karen.white@carletonrealty.com

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

PROPOSED AMENDED ORDINANCE NO. 30 - 22

By: Monique Lampke

An ordinance to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency.

WHEREAS, the City of Bexley has an opportunity to purchase a property which will be beneficial to the residents and the efficient operation of the City; and

WHEREAS, the purchase of said property will provide valuable space and future cost savings to the Service Department; and

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

Section 1.

That the Mayor shall have the authority to enter into a real estate purchase contract for the property located at 2838-2840 Delmar Drive, Bexley, Ohio, which contract is attached hereto as "Exhibit A", **subject to an appraisal at or above the contract price to be secured prior to closing.**

Section 2.

That \$105,000 is hereby appropriated from the Capital Improvements Fund for the purchase of the property and for associated inspection, closing costs, and fees.

Section 3.

That in order to ensure the ability of the City to provide for an improved operational environment for the City's service functions, this Ordinance is hereby determined to be an emergency and shall take effect and be in force immediately upon passage and execution by the Mayor.

Passed _____, 2022

Troy Markham, President of Council

Attest: _____, 2022
Matt McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: 8/23/22
Second Reading:
Third Reading:

ORDINANCE NO. 31-22

By: Monique Lampke

An Ordinance to establish a special fund designated the Stanbery Avenue and Chelsea Avenue Improvements Fund to record all revenue and expenses associated with the Stanbery and Chelsea improvements project, to appropriate \$5,178,342 from this fund to pay for the cost of the project, to authorize transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund.

Whereas: The City of Bexley has received financing from the State of Ohio in the form of a \$1,223,647 grant and a \$3,690,599 interest free loan from the Ohio Public Works Commission for the Stanbery and Chelsea Improvements Project, and

Whereas: The City's matching share is \$264,096, and

Whereas: The revenues and expenditures related to the project must be recorded in a separate project fund.

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

Section 1.

That a special fund designated the Stanbery and Chelsea Project Fund is hereby established to record all revenue and expenses related to the Ashbourne Improvements Project.

Section 2.

That \$5,178,342 is hereby appropriated from the Stanbery and Chelsea Project Fund for the purpose recording the revenue and expenses related to the project.

Section 3.

That transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund are hereby authorized.

Section 4.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Section 5.

That all unexpended funds for this project at the end of the year shall be automatically appropriated in the subsequent year.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeck, Clerk of Council

Ben Kessler, Mayor

First Reading: August 23, 2022
Second Reading:

Third Reading:

ORDINANCE NO. 32-22

By: Monique Lampke

An Ordinance to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner.

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

Section 1.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

| | | | | |
|--------------------------------|---------------------|---------------------|---------------|----------|
| Spencer & Ashley Cahoon | 800 S Cassingham Rd | Bexley, Ohio, 43209 | 020-000020-00 | \$200.00 |
| Joseph & Emily Buckley | 137 N Remington Rd | Bexley, Ohio, 43209 | 020-004179-00 | \$200.00 |
| Harvey and Susan Wasserman | 735 Euclaire Ave | Bexley, Ohio, 43209 | 020-000746-00 | \$200.00 |
| Anthony and Emily Hansen | 687 Euclaire Ave | Bexley, Ohio, 43209 | 020-000741-00 | \$200.00 |
| Carl Woodford | 798 Euclaire Ave | Bexley, Ohio, 43209 | 020-001814-00 | \$200.00 |
| Neal & Aileen Raisman | 86 N Cassady Ave | Bexley, Ohio, 43209 | 020-001224-00 | \$200.00 |
| Gary & Linda Jay | 421 N Cassady Ave | Bexley, Ohio, 43209 | 020-003500-00 | \$200.00 |
| Philip & Maria Riffe | 403 N Cassady Ave | Bexley, Ohio, 43209 | 020-002529-00 | \$200.00 |
| Jocelyn Berman | 2769 Columbus Ave | Bexley, Ohio, 43209 | 020-002017-00 | \$200.00 |
| Jason Plageman | 627 Euclaire Ave | Bexley, Ohio, 43209 | 020-004266-00 | \$400.00 |
| Jason & Kristen Fout | 161 S Cassady Ave | Bexley, Ohio, 43209 | 020-002683-00 | \$400.00 |
| Norah Crossnohere & Kurt Benne | 73 S Ardmore Rd | Bexley, Ohio, 43209 | 020-003628-00 | \$400.00 |
| Amanda Kennedy & Luis Perez | 134 S Ardmore Rd | Bexley, Ohio, 43209 | 020-000897-00 | \$400.00 |
| Pauline Swinford | 2448 Sherwood Rd | Bexley, Ohio, 43209 | 020-001479-00 | \$400.00 |
| Cassidy 396 LLC | 396 N Cassady Ave | Bexley, Ohio, 43209 | 020-003999-00 | \$400.00 |
| Mark & Rosalie Kocoloski | 52 N Ardmore Rd | Bexley, Ohio, 43209 | 020-001942-00 | \$400.00 |
| Carlson Dargusch | 236 N Remington Rd | Bexley, Ohio, 43209 | 020-001094-00 | \$400.00 |
| Sondra Ghitman | 75 N Remington Rd | Bexley, Ohio, 43209 | 020-001112-00 | \$400.00 |
| Gerard & Erica Bardon | 2818 Bellwood Ave | Bexley, Ohio, 43209 | 020-002050-00 | \$400.00 |

Section 2.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit; **and the assessment for amounts of \$600 or more shall be divided up evenly over a three-year period:**

| | | | | |
|-------------------------------|-------------------|---------------------|---------------|------------|
| Amy Fox | 636 Euclaire Ave | Bexley, Ohio, 43209 | 020-000608-00 | \$600.00 |
| Brian Boczek & Jocelyn Krosky | 54 N Ardmore Rd | Bexley, Ohio, 43209 | 020-003024-00 | \$750.00 |
| Marshall Acquisitions LLC | 490 N Cassady Ave | Bexley, Ohio, 43209 | 020-000487-00 | \$2,000.00 |

Section 3.

That the assessment for various sites after being ordered by the City in accordance with code section 1490.15(b)(4) or Bexley Code Section 1492.04(b)(1), where the work was not done by

the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

| | | | | |
|----------------------------|------------------------|--------------------|---------------|-----------|
| Star 2022-SFR3 Borrower LP | 807 College Ave. | Bexley, Ohio 43209 | 020-003540-00 | \$ 320.00 |
| Edwin Green | 925 College Ave. | Bexley, Ohio 43209 | 020-003080-00 | \$ 210.00 |
| Shear Family LLC | 2220 E Livingston Ave. | Bexley, Ohio 43209 | 020-003499-00 | \$ 210.00 |
| Margaret Bennett | 861 Sheridan Ave. | Bexley, Ohio 43209 | 020-000113-00 | \$ 105.00 |
| Meir Dudai | 2601 Sherwood Rd. | Bexley, Ohio 43209 | 020-000978-00 | \$ 210.00 |
| FM Ventures | 936 Sheridan Ave. | Bexley, Ohio 43209 | 020-003503-00 | \$ 415.00 |
| Edward Goldhardt | 969 Sheridan Ave. | Bexley, Ohio 43209 | 020-002384-00 | \$ 105.00 |
| Nechama Levy | 155 N Roosevelt Ave. | Bexley, Ohio 43209 | 020-000799-00 | \$ 220.00 |
| Kirby Ave Properties LLC | 966 Sheridan Ave. | Bexley, Ohio 43209 | 020-003551-00 | \$ 105.00 |

Section 4.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: August 23, 2022
Second Reading:
Third Reading:

ORDINANCE NO. 32-22

By: Monique Lampke

An Ordinance to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner.

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

Section 1.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

| | | | | |
|--------------------------------|---------------------|---------------------|---------------|----------|
| Spencer & Ashley Cahoon | 800 S Cassingham Rd | Bexley, Ohio, 43209 | 020-000020-00 | \$200.00 |
| Joseph & Emily Buckley | 137 N Remington Rd | Bexley, Ohio, 43209 | 020-004179-00 | \$200.00 |
| Harvey and Susan Wasserman | 735 Euclaire Ave | Bexley, Ohio, 43209 | 020-000746-00 | \$200.00 |
| Anthony and Emily Hansen | 687 Euclaire Ave | Bexley, Ohio, 43209 | 020-000741-00 | \$200.00 |
| Carl Woodford | 798 Euclaire Ave | Bexley, Ohio, 43209 | 020-001814-00 | \$200.00 |
| Neal & Aileen Raisman | 86 N Cassady Ave | Bexley, Ohio, 43209 | 020-001224-00 | \$200.00 |
| Gary & Linda Jay | 421 N Cassady Ave | Bexley, Ohio, 43209 | 020-003500-00 | \$200.00 |
| Philip & Maria Riffe | 403 N Cassady Ave | Bexley, Ohio, 43209 | 020-002529-00 | \$200.00 |
| Jocelyn Berman | 2769 Columbus Ave | Bexley, Ohio, 43209 | 020-002017-00 | \$200.00 |
| Jason Plageman | 627 Euclaire Ave | Bexley, Ohio, 43209 | 020-004266-00 | \$400.00 |
| Jason & Kristen Fout | 161 S Cassady Ave | Bexley, Ohio, 43209 | 020-002683-00 | \$400.00 |
| Norah Crossnohere & Kurt Benne | 73 S Ardmore Rd | Bexley, Ohio, 43209 | 020-003628-00 | \$400.00 |
| Amanda Kennedy & Luis Perez | 134 S Ardmore Rd | Bexley, Ohio, 43209 | 020-000897-00 | \$400.00 |
| Pauline Swinford | 2448 Sherwood Rd | Bexley, Ohio, 43209 | 020-001479-00 | \$400.00 |
| Cassidy 396 LLC | 396 N Cassady Ave | Bexley, Ohio, 43209 | 020-003999-00 | \$400.00 |
| Mark & Rosalie Kocoloski | 52 N Ardmore Rd | Bexley, Ohio, 43209 | 020-001942-00 | \$400.00 |
| Carlson Dargusch | 236 N Remington Rd | Bexley, Ohio, 43209 | 020-001094-00 | \$400.00 |
| Sondra Ghitman | 75 N Remington Rd | Bexley, Ohio, 43209 | 020-001112-00 | \$400.00 |
| Gerard & Erica Bardon | 2818 Bellwood Ave | Bexley, Ohio, 43209 | 020-002050-00 | \$400.00 |

Section 2.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit; **and the assessment for amounts of \$600 or more shall be divided up evenly over a three-year period:**

| | | | | |
|-------------------------------|-------------------|---------------------|---------------|------------|
| Amy Fox | 636 Euclaire Ave | Bexley, Ohio, 43209 | 020-000608-00 | \$600.00 |
| Brian Boczek & Jocelyn Krosky | 54 N Ardmore Rd | Bexley, Ohio, 43209 | 020-003024-00 | \$750.00 |
| Marshall Acquisitions LLC | 490 N Cassady Ave | Bexley, Ohio, 43209 | 020-000487-00 | \$2,000.00 |

Section 3.

That the assessment for various sites after being ordered by the City in accordance with code section 1490.15(b)(4) or Bexley Code Section 1492.04(b)(1), where the work was not done by

the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

| | | | | |
|----------------------------|------------------------|--------------------|---------------|-----------|
| Star 2022-SFR3 Borrower LP | 807 College Ave. | Bexley, Ohio 43209 | 020-003540-00 | \$ 320.00 |
| Edwin Green | 925 College Ave. | Bexley, Ohio 43209 | 020-003080-00 | \$ 210.00 |
| Shear Family LLC | 2220 E Livingston Ave. | Bexley, Ohio 43209 | 020-003499-00 | \$ 210.00 |
| Margaret Bennett | 861 Sheridan Ave. | Bexley, Ohio 43209 | 020-000113-00 | \$ 105.00 |
| Meir Dudai | 2601 Sherwood Rd. | Bexley, Ohio 43209 | 020-000978-00 | \$ 210.00 |
| FM Ventures | 936 Sheridan Ave. | Bexley, Ohio 43209 | 020-003503-00 | \$ 415.00 |
| Edward Goldhardt | 969 Sheridan Ave. | Bexley, Ohio 43209 | 020-002384-00 | \$ 105.00 |
| Nechama Levy | 155 N Roosevelt Ave. | Bexley, Ohio 43209 | 020-000799-00 | \$ 220.00 |
| Kirby Ave Properties LLC | 966 Sheridan Ave. | Bexley, Ohio 43209 | 020-003551-00 | \$ 105.00 |

Section 4.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: August 23, 2022
Second Reading:
Third Reading:

Section 2.

That \$220,000 is hereby appropriated from the Refuse Fund as follows:

| | | |
|--------------|-----------------|-----------|
| 11-370-51190 | Refuse Contract | \$220,000 |
|--------------|-----------------|-----------|

Section 3.

That \$110,000 is hereby appropriated from the unencumbered General Fund as follows:

| | | |
|--------------|----------------------------------|-----------|
| 01-350-51190 | Building Department Professional | \$110,000 |
|--------------|----------------------------------|-----------|

Section 4.

That \$35,000 is hereby appropriated from the General Fund as follows:

| | | |
|-------------|---------------|----------|
| 01-120-1270 | Outside Legal | \$35,000 |
|-------------|---------------|----------|

Section 5.

That \$20,000 is hereby appropriated from the General Fund as follows:

| | | |
|--------------|---------------|----------|
| 01-120-51010 | City Attorney | \$20,000 |
|--------------|---------------|----------|

Section 6.

That \$42,000 is hereby appropriated from the Street Fund as follows and that \$42,000 is unappropriated from the General Fund as follows:

| | | |
|--------------|--------------------------------------|------------|
| 03-380-51010 | Street Department Salaries and Wages | \$ 42,000 |
| 01-320-51010 | Maintenance and Forestry | (\$42,000) |

Section 7.

That \$17,000 is hereby appropriated from the Sewer Fund as follows:

| | | |
|--------------|--------------------|-----------|
| 10-367-51010 | Salaries and Wages | \$ 17,000 |
|--------------|--------------------|-----------|

Section 8.

That \$7,000 is hereby appropriated from the unencumbered General Fund as follows:

| | | |
|--------------|-----------------------|----------|
| 01-540-51010 | Jeffrey Mansion Wages | \$ 7,000 |
|--------------|-----------------------|----------|

Attest: _____
Matt McPeck, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

Resolution 7-22

Introduced by: Monique Lampke

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and

WHEREAS, The Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1,

By the Council of the City of Bexley Franklin County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

Section 2,

That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2022 (collection year 2023) as follows:

Section 3,

That this resolution shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham , President of Council

Attest: _____

Matt McPeek, Clerk of Council

Ben Kessler, Mayor

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

| FUND | Amount to be Derived from Levies Outside 10 Mill Limitation | Amount Approved by Budget Commission Inside 10 Mill Limitation | County Auditor's Estimate of Full Tax Rate to Be Levied | |
|-----------------------------|---|--|---|-----------------------------|
| | | | Inside 10 Mill Limit | Outside 10 Mill Limit |
| General | | \$666,327.73 | 1.00 | |
| General Fund Charter | | | | |
| Bond Retirement | | | | |
| Bond Retirement Charter | | | | |
| Police Pension | | 633,011.34 | 0.95 | |
| Police Operating | | | | |
| Fire Pension | | | | |
| Fire Operating | | | | |
| Police/Fire Pension | | | | |
| Capital Improvement Charter | | | | |
| Road & Sidewalk Fund | 1,999,903.30 | | | 3.50 |
| TOTAL | \$1,999,903.30 | \$1,299,339.07 | 1.95 | 3.50 |

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of

this Resolution to the County Auditor of said County.

_____ *seconded the Resolution and the roll being*

called upon its adoption the vote resulted as follows:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Adopted the _____ day of _____, 2022.

Attest:

Clerk of Council

President of Council

BEXLEY

Franklin County, Ohio.

Ordinance 35 - 22

By: Lori Ann Feibel

An Ordinance to amend Section 1060, in order to require recycling service to be provided at commercial, institutional, and multi-family properties within the City of Bexley.

WHEREAS, The City of Bexley Zero Waste Plan has been adopted by Bexley City Council via Resolution 09-17; and

WHEREAS, the City of Bexley Zero Waste Plan calls for expanding recycling services to multifamily residential properties, businesses, and institutions; and

WHEREAS, the City of Bexley created recycling for single family households in 1990.

WHEREAS, governmental regulations are required in order for greenhouse gas emissions to not exceed more than 2 degrees above pre-industrial levels.

WHEREAS, significant action must be taken by municipalities prior to 2030, as determined by the International Panel on Climate Change; and

WHEREAS, environmental issues are human rights, health, and safety issues; and

WHEREAS, the United States is anticipated to re-commit to the Paris Accord in 2021; and

WHEREAS, the City of Bexley administration has been assisting with the creation of concepts for universal recycling, including pricing and legislative models; and

WHEREAS, the City of Bexley administration, with the support and assistance of the Environmental Sustainability Advisory Committee has been exploring concepts for universal recycling in Bexley; and

WHEREAS, in the Spring of 2020, the Environment, Economy, Development and Sustainability program of the School of Environment and Natural Resources at the Ohio State University assisted with researching similar programs throughout the country, and

WHEREAS, a substantial amount of waste would be diverted from the landfill and recycled as a result of universal recycling;

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

Section 1.

1060.01 Definitions be amended to add the following definitions:

“Multifamily Property” means a property that contains more than one dwelling unit, and includes condominium complexes.

“Institutional Property” means a property used for educational or religious purposes, or as a supervised residential facility with 24-hour onsite staff, and which has a contiguous facility footprint in excess of 10,000 square feet.

Section 2.

That new Section “1060.16 Recycling Service at Commercial, Institutional, and Multifamily Properties” be created as follows:

1060.16 Recycling Service at Commercial, Institutional, and Multifamily Properties

- (a) All Commercial, Institutional, and Multifamily Residential properties shall be provided with onsite single-stream recycling collection service, with the following minimum criteria.
 - a. Collection to occur on a weekly basis at a minimum.
 - b. Minimum capacities:
 - i. In the case of commercial properties under 10,000 square feet, a minimum recycling capacity of a 96 gallon toter shall be provided for single stream recycling.
 - ii. In the case of commercial properties in excess of 10,000 square feet, a minimum recycling capacity of four yards shall be provided for single stream recycling.
 - iii. In the case of Multifamily Properties, a recycling capacity of 24 gallons per unit, with a minimum of one 96 gallon toter provided for single stream recycling.
 - iv. Institutional Properties shall create a recycling plan that adequately services the recycling capacity of their institutions, which shall be submitted to the City by January 1, 2023, and fully implemented after review and approval by the Environmental Sustainability Advisory Committee Executive Committee (ESACEC).
- (b) Administrative Exceptions:
 - a. In instances of commercial users with specialized recycling needs, or where single stream recycling service would be less impactful than a customized recycling service, an exception may be provided after review and approval by the

- ESACEC. In such cases, a minimum 96 gallon single stream toter may still be required by the ESACEC.
- b. In instances of commercial or Multifamily environments where site plans do not allow for adequate capacity, lesser onsite capacity may be allowed if combined with more frequent pickup, subject to review and approval by the ESACEC.
 - c. Lesser onsite capacity may be allowed if capacity is provided by adjoining shared facilities, subject to review and approval by the ESACEC.
- (c) Commercial, Multifamily, and Institutional negotiated rates
- a. The City shall negotiate with a hauler for weekly single-stream recycling service to Multifamily, Commercial, and Institutional properties, to be billed to properties on a quarterly basis. In instance of properties in which a pre-existing contract prohibits using the City's contracted hauler, or in which property owners are able to obtain comparable service which is in compliance with this Chapter, properties may apply for exemption from the quarterly recycling rate, subject to review by the ESACEC.
- (d) Right of Appeal of ESACEC Decisions
- a. Any decision rendered per this Section by the ESACEC may be appealed to a review board comprised of the President of Council, the Service Chair of Council, and the Auditor. The decision of the review board shall be final.
- (e) Charges
- a. To provide necessary funds for equipment, personnel and other expenses in connection with the collection and disposal of recyclable materials as specified in this Chapter, a monthly charge shall be assessed based upon the following schedule:
 - i. 96 Gallon Toters: \$12 per month
 - ii. 4 Yard Dumpster: \$ ___ per month
 - iii. 6 Yard Dumpster: \$ ___ per month
 - iv. 8 Yard Dumpster: \$ ___ per month
 - v. 10 Yard Dumpster: \$ ___ per month
 - b. Monthly charges shall be payable quarterly in advance, commencing January 1, 2023.
 - c. Whenever service begins between payment periods, a payment at the rate of one twelfth of the current annual charge per month, for the balance of the current period, shall be made before service commences.
 - d. For periods of ten days or less in any one month, no charge shall be made, but eleven days or more shall be charged for a full month.
 - e. No refund shall be made for any part of a payment if service is discontinued during such period.

Commented [B01]: This pricing is based upon a Rumpke quote of \$12 per toter per month for commercial toters. Pricing would need to be competitively quoted, and ordinance would need to be updated with actual figures prior to passage.

Section 2.

That this Ordinance shall go into effect and be in force from and after January 1, 2023.

Passed: _____, 2022

Troy Markham, President of Council

Attest:

Matt McPeck, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First reading:

Ordinance 36 - 22

By: Matt Klinger

An Ordinance authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the Bexley City Schools (Parcel No. _____) regarding improvements made upon and within the City owned street right-of-way adjacent to Stanwood Ave.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

That the Bexley City Schools (Parcel No. _____) has sought and obtained permission from the City of Bexley to install certain plaques and signage in the City Right-of-Way on Stanwood Ave. adjacent to the tennis courts described above and in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2.

That the Mayor and Auditor be, and they hereby are, authorized to enter into a Consent and Hold Harmless Agreement with the Bexley City Schools in form and substance satisfactory to the City Attorney, authorizing the encroachments as proposed in accordance with the submitted request on the condition that the property owners assume all responsibility for damage, loss and injury arising out of the location of said building features, including any additional cost to the City of Bexley incurred in connection with its use of right-of-way occasioned by the location of the improvements.

Section 3.

That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham President of Council

Attest: _____
Matt McPeek, Clerk of Council

Ben Kessler, Mayor

First Reading:
Second Reading:

Third Reading:

AGREEMENT AND RELEASE

The undersigned, for themselves and their heirs, executors, administrators, successors and assigns, acknowledge that the signage and plaques located on the City right-of-way on the east side of the property located at [School address] and adjacent to the tennis courts as set forth in Exhibit A attached hereto have been approved by Bexley City Council (Ordinance __-22). This approval is subject to the execution of this agreement. The undersigned further acknowledge and agree that the issuance of a permit for these improvements referenced above by the City of Bexley, Ohio (the “City”) does not waive the rights of the City or any other party granted pursuant to such easement, that construction of the improvements within the easement is subject to all rights granted by the easement and that they may, at some future time, be required to remove the improvements if it interferes with rights granted by the easement. In consideration for the City’s approval, the undersigned, for themselves and their heirs, executors, administrators, successors and assigns, accept the foregoing conditions and release the City and its officials, employees and agents from any and all actions, causes of action, claims, demands, damages, costs, losses and expenses resulting from the construction of the improvements within said easement and the exercise by the City or any other party of rights granted by the easement. The undersigned, for themselves and their heirs, executors, administrators, successors and assigns, hereby further agree to indemnify the City and its officials, employees and agents and save them harmless from all actions, causes of action, claims, demands, damages, costs, losses, settlements and expenses (including without limitation, any property damage or injury suffered by any person and legal fees and expenses) relating to the construction of the improvements covered by this agreement across said easement and the exercise by the City or any other party of rights granted by the easement.

IN WITNESS WHEREOF, the undersigned have executed this Release on this _____ day of _____, 2022.

Signed and acknowledged
in the presence of:

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

the foregoing instrument was acknowledged before me this _____ day of _____, 2022.

Notary Public

Ordinance No. 37 – 22

By: Monique Lampke

An Ordinance authorizing the City of Bexley to submit a MORPC-Attributable Funds roadway improvement project applications to the Mid-Ohio Regional Planning Commission for consideration for funding within the Transportation Improvement Program and to declare an emergency.

WHEREAS, the Mid-Ohio Regional Planning Commission (MORPC) will be accepting MORPC Attributable Funding applications through September 28,2022; and

WHEREAS, MORPC requires the legislation authorizing these applications to be effective by October 29, 2022; and

WHEREAS, this is an opportunity for the City of Bexley to secure outside funding for its joint Livingston Avenue roadway improvement project with the City of Columbus; and

WHEREAS, MORPC requires that a designated official be authorized to submit said applications and execute project agreements for approved projects;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:

SECTION 1.

That the Mayor be and hereby is authorized to submit roadway improvement project applications to the Mid-Ohio Regional Planning Commission for consideration for funding within the Transportation Improvement Program and/or its component sub-programs, the Surface Transportation Block Grant Program (STBG); the Transportation Alternatives Program (TAP) and the Congestion Mitigation & Air Quality Program (CMAQ) and that City Council hereby endorses applications for the following project, which is a new application and requires a complete application:

- Livingston Avenue, from IR-70 to Kellner Road. Anticipated construction in 2029. This is a joint project with the City of Columbus, and Bexley is the lead applicant. Total project cost estimate is approximately \$22,372,475. The total additional attributable funding request is approximately \$16,593,981.

SECTION 2.

That in regard to any/all projects for which funding is approved within the context of this application process, the City of Bexley and the City of Columbus will assume and bear one hundred percent (100%) of the cost of construction within its corporate limits minus the

portion eligible for federal and state participation and provide maintenance to the improvements in accordance with the provisions of the statutes and maintenance agreements relating thereto and will make ample financial and other provisions for such maintenance.

SECTION 3.

That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and shall go into full force and effect upon the approval of the Mayor.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Benjamin J. Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

ORDINANCE NO. 38 - 22

By: Sam Marcellino

An Ordinance to revise the Bexley Codified Ordinances for the protection of poll workers, and to declare an emergency.

WHEREAS, in order to help sustain civility and protect democracy in the City of Bexley, this Council hereby wishes to enact legislation that would criminalize harassment of poll workers; and

WHEREAS, this Council hereby proposes that a new Section, *Harassment of an Elected Official* be enacted and subsequently codified into the Bexley Codified Ordinances.

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

Section 1.

That Chapter 636 of the Bexley Codified Ordinances be amended to add new section Section 636.19 "Harassment of Precinct Election Officials or Voting Location Managers" be created as follows:

636.19 HARASSMENT OF PRECINCT ELECTION OFFICIALS OR VOTING LOCATION MANAGERS.

- a. No person shall, directly or indirectly, knowingly make or cause to be made a telecommunication, or knowingly permit a telecommunication to be made from a telecommunication device under such person's control, to a precinct election official or voting location manager with the intent to threaten, intimidate, menace, coerce, abuse, or harass such person regarding or in connection with such person's duties or responsibilities regarding any past, current, or future general, primary, or special election.
- b. No person shall, directly or indirectly, knowingly engage in conduct or any form of communication or knowingly encourage another to engage in such conduct or communication with a precinct election official or voting location manager with the intent to threaten, intimidate, menace, coerce, abuse, or harass such person regarding or in connection with such person's duties or responsibilities regarding any past, current, or future general, primary, or special election.
- c. The telecommunication, conduct, or communication prohibited against a precinct election official or voting location manager in (A) and (B), above, shall be similarly prohibited against such precinct election official's or voting location manager's immediate family, parents, grandparents, and grandchildren, and any member of the precinct election official's or voting location manager's household.

d. As used in this ordinance “telecommunication” has the same meaning as in section 2913.01 of the Revised Code and without limitation shall include, but not be limited to, any email, voicemail, fax, text, instant message, communication over or through any social media platform, and any other form of digital, electronic, or telephonic communication. As used in this ordinance “telecommunications device” has the same meaning as in section 2913.01 of the Revised Code. As used in this ordinance “communication” shall include, any other method of communication not set forth above including, but not limited to, any communication via U.S. Mail, private mail service, private delivery service, by in-person conduct, or through any other method intended to communicate with a precinct election official or voting location manager.

e. As used in this ordinance a “precinct election official” is an individual who has at any time been appointed as a precinct election official by the Franklin County Board of Elections pursuant to Revised Code Section 3501.22.

f. As used in this ordinance, a “voting location manager” is an individual who has at any time been designated as a voting location manager by the Franklin County Board of Elections pursuant to Revised Code Section 3501.22.

g. A violation of this ordinance shall be a misdemeanor of the first degree. The court shall impose a mandatory term of imprisonment of at least three (3) days, which shall not be suspended.

Section 2.

That Chapter 642 of the Bexley Codified Ordinances be amended to add section 642.11 as follows:

642.11 MISCONDUCT AT AN ELECTION.

(A) On the day of an election held under the laws of this city or state, during the hours when the voting places are open, no person other than a voter about to vote shall knowingly do any of the following:

(1) Stand or loiter within one hundred (100) feet of any poll, stand or voting place.

(2) Within one hundred (100) feet from any poll or voting place, give or tender or exhibit any ballots or tickets to any person other than a duly authorized judge of elections.

(3) Within one hundred (100) feet from any poll or voting place, influence or attempt to influence an elector in casting the elector's vote at any such election held under the laws of this city or state.

(4) No person shall hinder or interfere with an election official in the execution of his or her duties, including but not limited to, the prohibitions set forth in the section 3501.35 of the Revised Code.

(B) This section does not apply to any persons privileged or otherwise authorized by law to be or remain in or about a voting place.

(C) Whoever violates this section is guilty of misconduct at an election, a misdemeanor of the first degree.

Section 3.

That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and shall go into full force and effect upon the approval of the Mayor.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeek, Clerk of Council

Ben Kessler, Mayor

First Reading: September 27, 2022

Second Reading:

Third Reading:

Ordinance 14 – 22

By: Matt Klingler

An ordinance to Amend Section 1266.14 Solar Panels, in order to provide for consistent regulation and a streamlined approval process for solar panel projects.

Whereas, City staff has been reviewing the City’s solar panel code in light of recommendations provided through the City’s climate action planning process; and

Whereas, This proposed ordinance provides for more streamlined approval of solar panel installations, while simultaneously preserving aesthetic controls; and

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

Section 1.

That Section 1266.14 shall be amended as follows:

1266.14 SOLAR PANELS.

A solar photovoltaic panel, or solar hot air or water panel collector device, which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat, shall comply with the following restrictions:

(a) Location.

(1) Ground mounted solar panels exceeding two (2) square feet in area shall be located in a side or rear yard only, **with the same setback requirement as accessory structures.** ~~shall maintain a setback of ten (10) feet from property lines.~~

(2) Roof and flush-mounted solar panels shall be allowed, subject to ~~architectural review~~ **staff review.**

~~Architectural~~ **Staff** review will consider the following:

A. Rear and side locations are preferred. Any installations on the front roof facade shall be justified by providing an analysis of why the front facade is necessary in order to generate viable output.

B. The color of the solar panels **and solar panel trim** shall be complementary to roof color as determined by staff ~~the Architectural Review Board~~. **For the purpose of this provision, “complimentary” does not mean that staff shall require panel or panel trim colors that are not standard selections that are readily available on the market.**

C. The configuration and profile of the assembly shall be complementary to the roof line **and roof façade** as determined by **staff review** ~~the Architectural Review Board~~. Installations should minimize the number of corners, and should avoid complex and/or nonsymmetrical configurations.

D. Wiring and supporting infrastructure should be designed in such a way as to minimize visibility from the right-of-way.

E. Installations should be sensitive to the property, surrounding properties, and neighborhood context.

(b) Height.

(1) Ground mounted solar panels shall not exceed **the height limit for accessory structures.** ~~six (6) feet in height.~~

(2) Roof and flush-mounted solar panels shall not project vertically above the peak of the roof to which it is attached, or project vertically more than four (4) feet above a flat roof installation.

~~—(c) Aesthetic Consideration. Ground mounted solar panels shall be fully screened at grade from adjacent properties by fencing or structures (detached garages, neighboring accessory structures, etc) or a combination of evergreen and deciduous plantings. Flat roof solar installations shall be appropriately screened, as determined by the Architectural Review Board and applicable design guidelines.~~

~~—(d) Glare. No glare, lights, or reflection shall be permitted which are a nuisance to other property owners or tenants or which could impair the vision of a driver or any motor vehicle or which are detrimental to public health, safety, and welfare.~~

(e) Exemptions.

(1) Solar panels less than two (2) square feet in area and those installed within the right-of-way by the City are not subject to the regulations set forth above.

~~—(2) Solar panels that are not facing an adjacent street right-of-way are exempt from review by the Architectural Review Board and are subject to review and approval by the Zoning Officer, applying the standards set forth in this section.~~

Passed _____, 2022

Troy Markham, President of Council

Attest: _____, 2022
Matt McPeek, Clerk of Council

Approved: _____, 2022

Benjamin Kessler, Mayor

First Reading: April 12, 2022

Second Reading:

Third Reading:

ORDINANCE NO. 41-21

By: _____

An Ordinance accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street.

WHEREAS, the Columbia Place Association, an Ohio nonprofit corporation in good standing in the State of Ohio, is the owner of a certain private street known as “Columbia Place” located in the Columbus Place Subdivision and Resubdivision, located entirely in the City of Bexley, being Franklin County Auditor’s Parcel No. 020020-004617 and platted as a private street in Plat Book 58, Page 10 and Plat Book 61, Page 86; and

WHEREAS, the Columbia Place Association filed Case No. 21 CV 907 in Franklin County Common Pleas Court to resolve any discrepancy in its title and ownership of Columbia Place (Private Drive) and received judgment declaring the Association owns fee simple title to all of the Columbia Place private drive, being Franklin County Parcel No. 020-004617; and

WHEREAS, the Columbia Place Association has offered to donate and convey to the City of Bexley that private street known as “Columbia Place” to be owned by the City of Bexley and become a public street; and

WHEREAS, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Columbia Place as and for a public street.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

Section 1. The City of Bexley accepts donation of the private street known as Columbia Place as platted in the Columbia Place subdivision recorded in Plat Book 58, Page 10 and platted in the Resubdivision of Reserve “A” of the Columbia Place subdivision recorded in Plat Book 61, Page 86 from the Columbia Place Association to the City of Bexley as and for public use and a public street, by General Warranty Deed in a form substantially similar as the General Warranty Deed attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and any related easements.

Section 3. This Ordinance shall become effective from and after the earliest period provided by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Passed:

ORDINANCE NO. _____

EXHIBIT A

GENERAL WARRANTY DEED

COLUMBIA PLACE ASSOCIATION, an Ohio Nonprofit Corporation, for valuable consideration paid, grants, with general warranty covenants, to THE CITY OF BEXLEY, Ohio, whose tax-mailing address is 2242 East Main Street, Bexley, Ohio 43209, the following real property as situated in the County of Franklin, in the State of Ohio, and in the City of Bexley, and bounded and described as follows:

Being all of that private drive known as "Columbia Place" as shown on the Columbia Place plat recorded in Plat Book 58, Page 10 and that "Private Drive" as shown in the Resubdivision of Reserve A of Columbia Place plat of record in Plat Book 61 page 86, in the Recorder's office, Franklin County, Ohio.

Parcel ID: 020-004617-00

Prior Instrument Reference: Grantor claims title to the property by virtue of Instrument No. 198206300073134 as recorded with the Franklin County, Ohio Recorder, as clarified by the *Judgment Entry* filed on August 24, 2021, in Franklin County Common Pleas Case No. 21 CV 907.

IN WITNESS WHEREOF, the said Grantor hereunto has set its hand, this ____ day of _____, 2021.

COLUMBIA PLACE ASSOCIATION

Karen McCoy, M.D., President

STATE OF OHIO

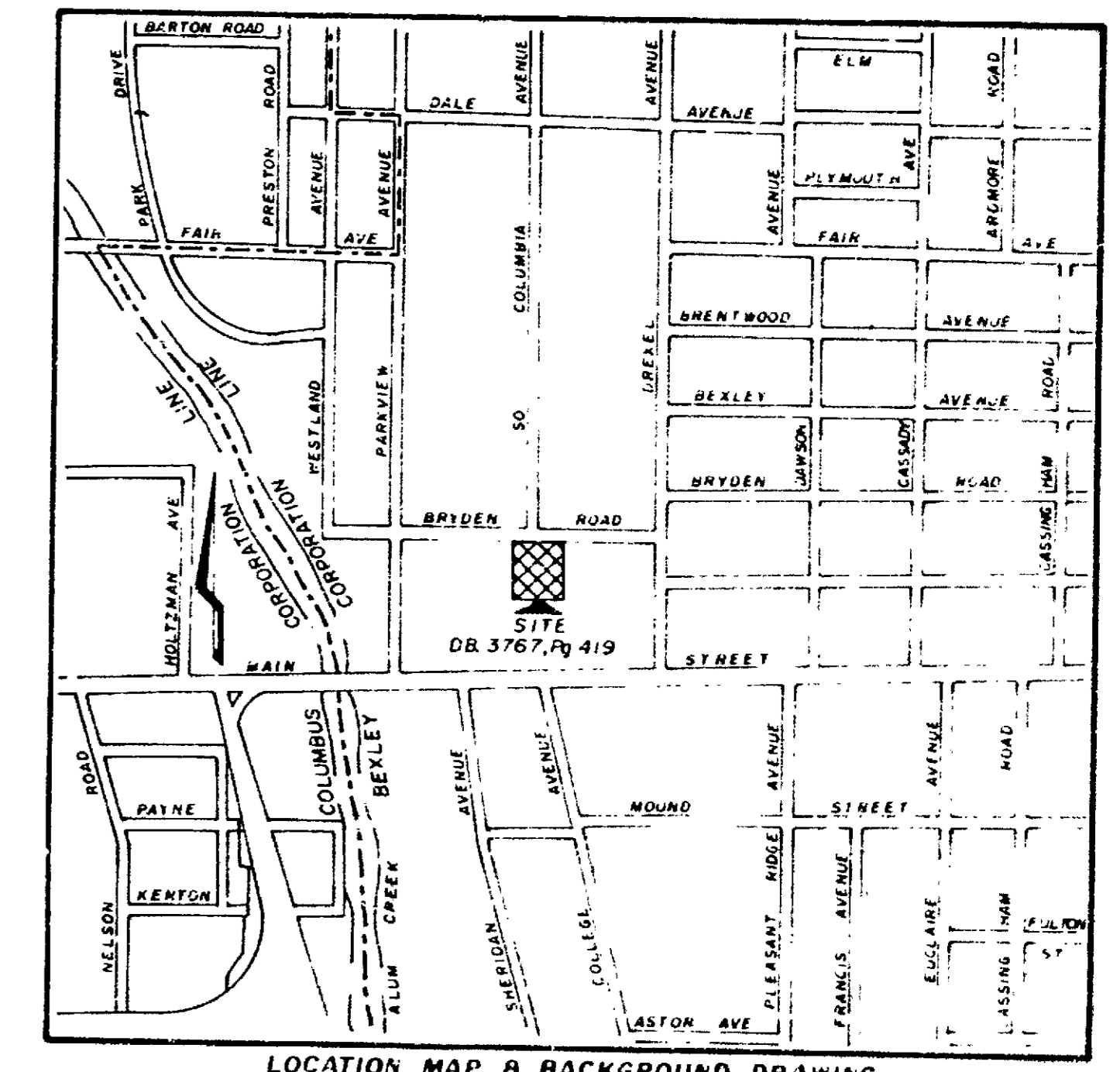
COUNTY OF FRANKLIN SS:

Executed before me on the __ day of _____, 2021, by Karen McCoy, M.D., president of the Columbia Place Association, who acknowledged the same to be her free and voluntary act on behalf of the Columbia Place Association.

Notary Public

Prepared by and return to: THE BEHAL LAW GROUP LLC, 501 South High, Columbus, Ohio 43215

COLUMBIA PLACE



Situated in the State of Ohio, County of Franklin, City of Bexley, located in Half Section 20, Section 13, Township 5, Range 22, Refugee Lands, and being part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision of record in Plat Book 4, Page 47, and containing 1.3196 acres of land, more or less, being also the same premises as conveyed to BEXLEY PROPERTIES, by deed of record in Deed Book 3767, Pages 419 and 420, all references being to those of record in the Recorder's Office, Franklin County, Ohio.

The undersigned BEXLEY PROPERTIES, an Ohio General Partnership, by JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners, duly authorized in the premises, does hereby certify that the attached plat correctly represents its "COLUMBIA PLACE", a resubdivision of part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision, and a new subdivision of Lots 1 thru 3, inclusive, Reserve "A", Private Drive and Buffer Strips (Future Common Areas) and does hereby accept this plat of same.

Easements are reserved where indicated on the plat, for the construction, operation and maintenance of all public and private utilities above and beneath the surface of the ground and where necessary are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

In Witness Whereof, JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, Partners of BEXLEY PROPERTIES, an Ohio General Partnership, have hereunto set their hands this 3rd day of December, 1980.

WITNESSES

BEXLEY PROPERTIES
an Ohio General Partnership
By Jeffrey Paine Partner
and Peter Lorms Partner
and Sidney Blatt Partner

STATE OF OHIO

Before me, a Notary Public in and for said State, personally appeared JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners of BEXLEY PROPERTIES, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed and the voluntary Partnership act and deed of said BEXLEY PROPERTIES, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 3rd day of December, 1980.

My Commission Expires August 9, 1984

Approved this 11th day of December, 1980.

Approved this 3rd day of December, 1980.

Approved and accepted this 3rd day of December, 1980, by Ordinance No. 28-80 by the Council, for the City of Bexley, Ohio.

David W. Madson
Mayor, Bexley, Ohio

Accepted for platting this 9th day of JAN., 1980.

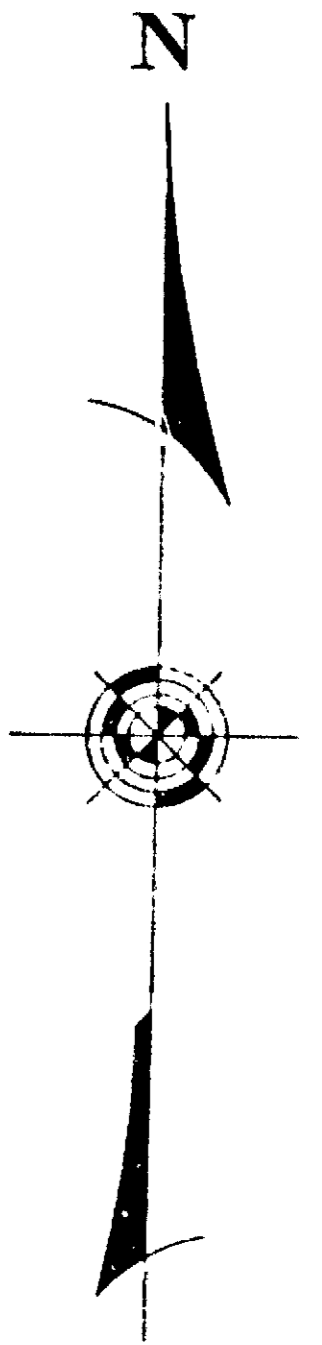
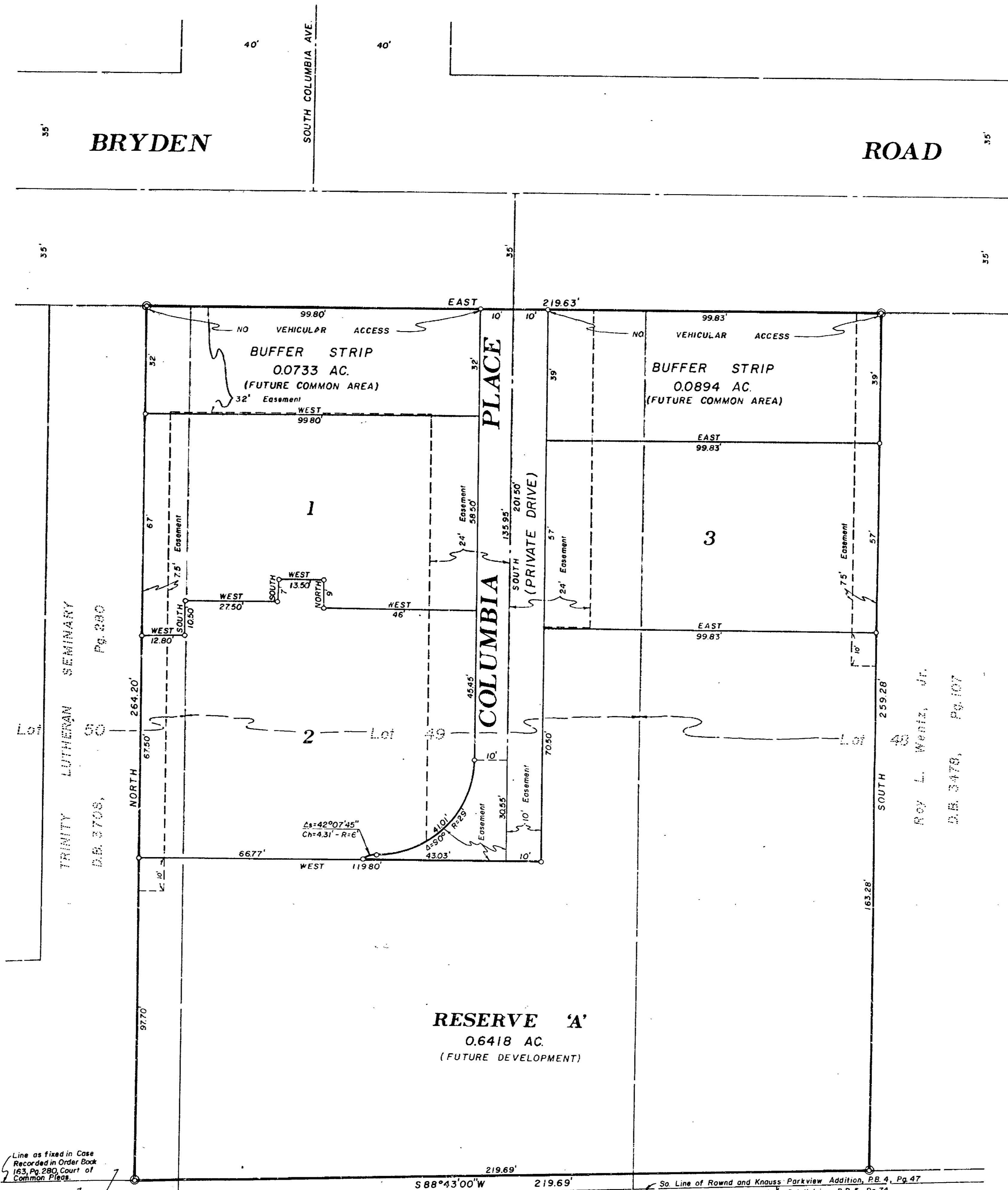
Filed for record this 9th day of JAN.

1980 at 1:45 P.M. Fee \$ 17.30 File No. 01561

Recorded this 9th day of Jan., 1980.

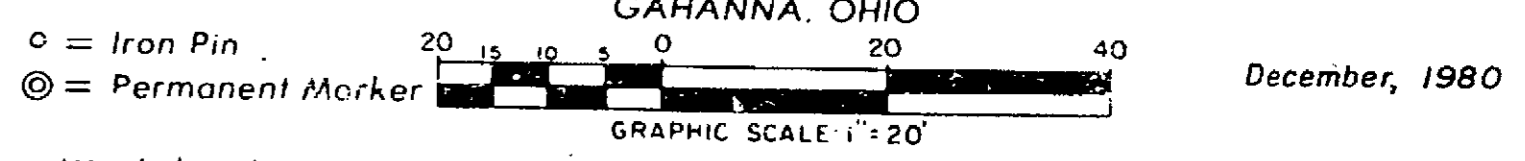
Plat Book 58 Page 10

Valerie Park Olicie
Notary Public, State of Ohio
The Jennings-Lawrence Co. by Cleude White
City Engineer, Bexley, Ohio
Judith Y. Brackman
Chairman, Planning Commission, Bexley, Ohio
John W. Harky
Clerk, Bexley, Ohio
Roger W. Tracy, Jr.
Auditor, Franklin County, Ohio
Dorothy Towner
Deputy Auditor, Franklin County, Ohio
Robert C. McNeal
Recorder, Franklin County, Ohio
Richard Burgstaller
Deputy Recorder, Franklin County, Ohio



SURVEY DATA:
IRON PINS Where indicated unless otherwise noted are to be set and are thirteen eighths (13/16) inch 1 D thirty inches long with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
PERMANENT MARKERS Where indicated unless otherwise noted are to be set and are one (1) inch 1 D thirty (30) inches long bored one (1) foot in depth with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
BASIS OF BEARINGS: The bearing system on this plat was assigned
SOURCE OF DATA: Deed of subject property Deed Book 3767 Pages 419 & 420 Related deeds Deed Book 3478 Page 107 and Deed Book 3708 Page 280 Other Plat Book 4 Page 47 All deed references being to those of record in the Recorder's Office Franklin County, Ohio

SURVEYED & PLATTED BY
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS & SURVEYORS
GAHANNA, OHIO

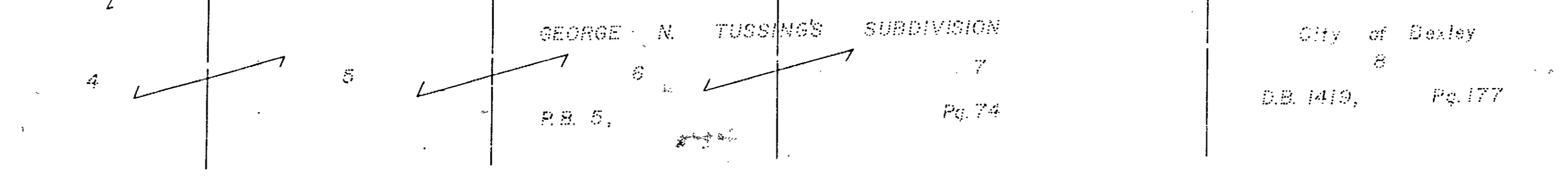


We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Dimensions shown on curves are chord measurements.

By E.E. Maddy
E.E. MADDY, Registered Surveyor No. 4965

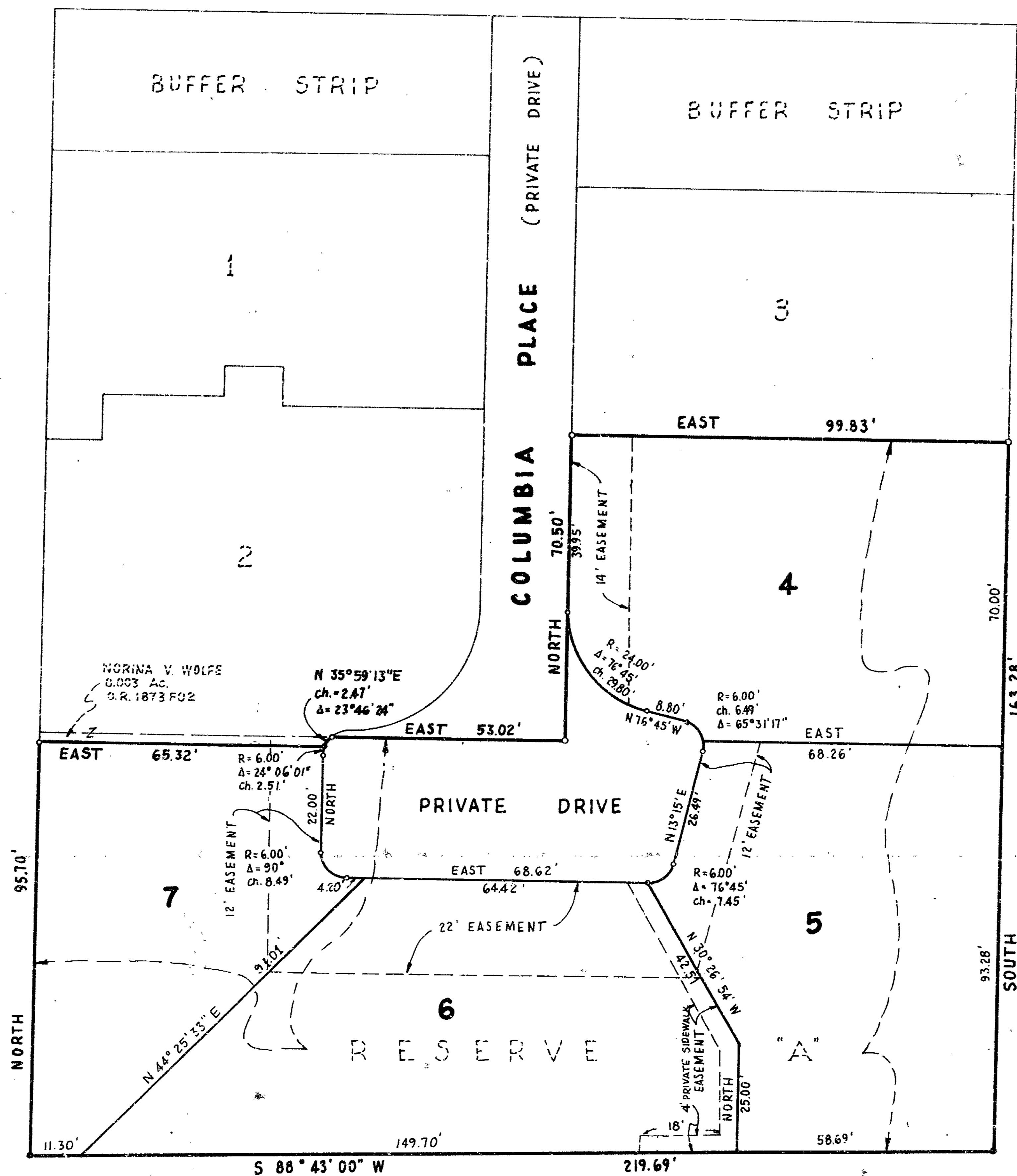
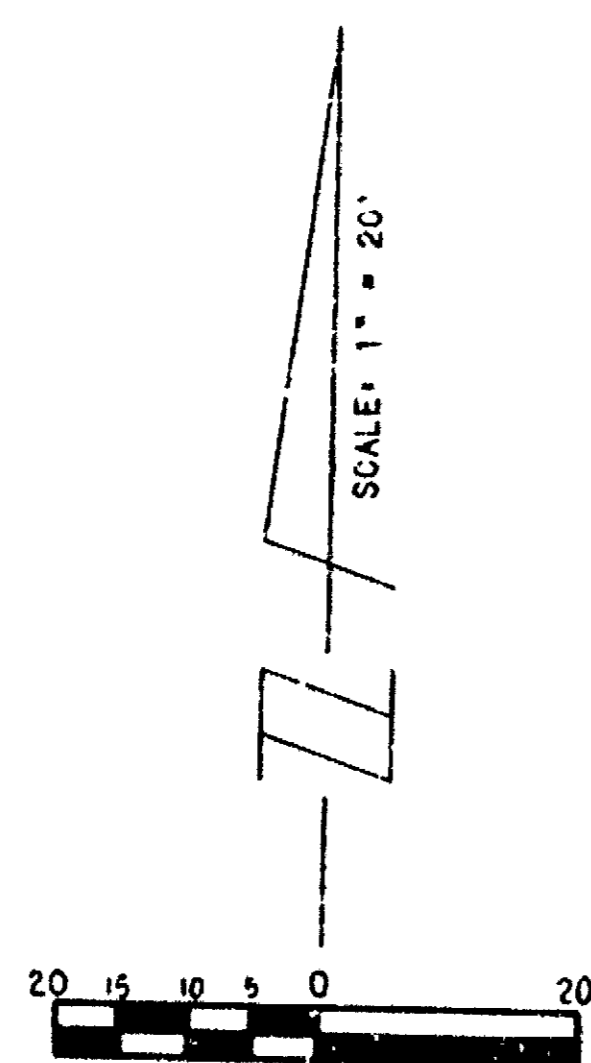
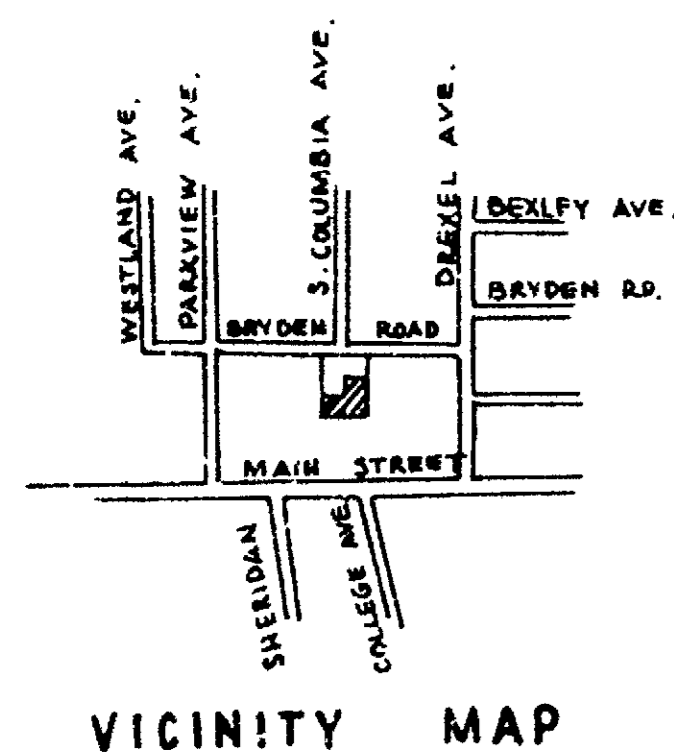


Line as fixed in Case Recorded in Order Book 183, Pg. 280 Court of Common Pleas
So Line of Rownd and Knauss' Parkview Addition, P.B. 4, Pg. 47
No. Line of George N. Tussing's Subdivision, P.B. 5, Pg. 74



RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

BRYDEN ROAD



SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF BEXLEY, IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS, AND BEING ALL RESERVE "A" OF COLUMBIA PLACE OF RECORD IN PLAT BOOK 58 PAGE 10, AND CONTAINING 0.639 ACRES, MORE OR LESS, AS CONVEYED TO BEXLEY PROPERTIES, BY DEED OF RECORD DEED BOOK 376, PAGES 419 AND 420, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED BEXLEY PROPERTIES, A SOLE PROPRIETORSHIP, BY SIDNEY I. BLATT, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS ITS "RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE" A NEW SUBDIVISION OF LOTS 4 THRU 7, INCLUSIVE, AND A PRIVATE DRIVE AND DOES HEREBY ACCEPT THIS PLAT OF SAME.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND PRIVATE UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

IN WITNESS WHEREOF, SIDNEY I. BLATT OF BEXLEY PROPERTIES, HAS HEREFUNTO SET HIS HAND THIS 6th DAY OF July, 1984.

WITNESSES
[Signature]
[Signature]
 BEXLEY PROPERTIES
 SIDNEY I. BLATT

STATE OF OHIO SS.
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SIDNEY I. BLATT, OF BEXLEY PROPERTIES, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID BEXLEY PROPERTIES, FOR THE USES AND PURPOSES EXPRESSED HEREIN.

IN WITNESS THEREOF, I HAVE HEREFUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 6th DAY OF July, 1984.
 MY COMMISSION EXPIRES March 27, 1987
[Signature]
 NOTARY PUBLIC, STATE OF OHIO

APPROVED THIS 10th DAY OF July, 1984
[Signature]
 CHAIRMAN, PLANNING COMMISSION
 BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE NO. 10-74, BY THE COUNCIL, FOR THE CITY OF BEXLEY, OHIO
[Signature]
 MAYOR, BEXLEY, OHIO
[Signature]
 CLERK, BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 26th DAY OF July, 1984
[Signature]
 AUDITOR, FRANKLIN COUNTY, OHIO

FILED FOR RECORD THIS 27th DAY OF July, 1984, AT 10:26 M.

FEE 1.00 FILE NO. 271987
 RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS 27th DAY OF July, 1984, PLAT BOOK 61 PAGE 86

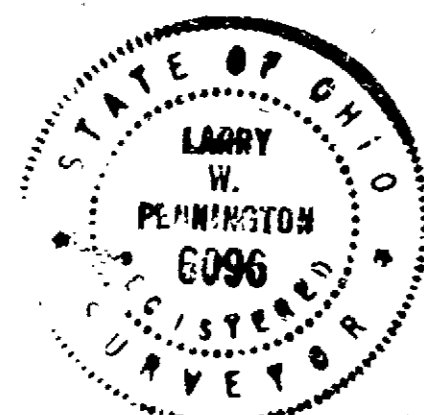
DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

IRON PINS ARE INDICATED BY THE FOLLOWING SYMBOL: PERMANENT MARKERS ARE TO BE PLACED UPON COMPLETION OF CONSTRUCTION NECESSARY TO THE IMPROVEMENT OF THIS LAND ARE INDICATED BY THE FOLLOWING SYMBOL:

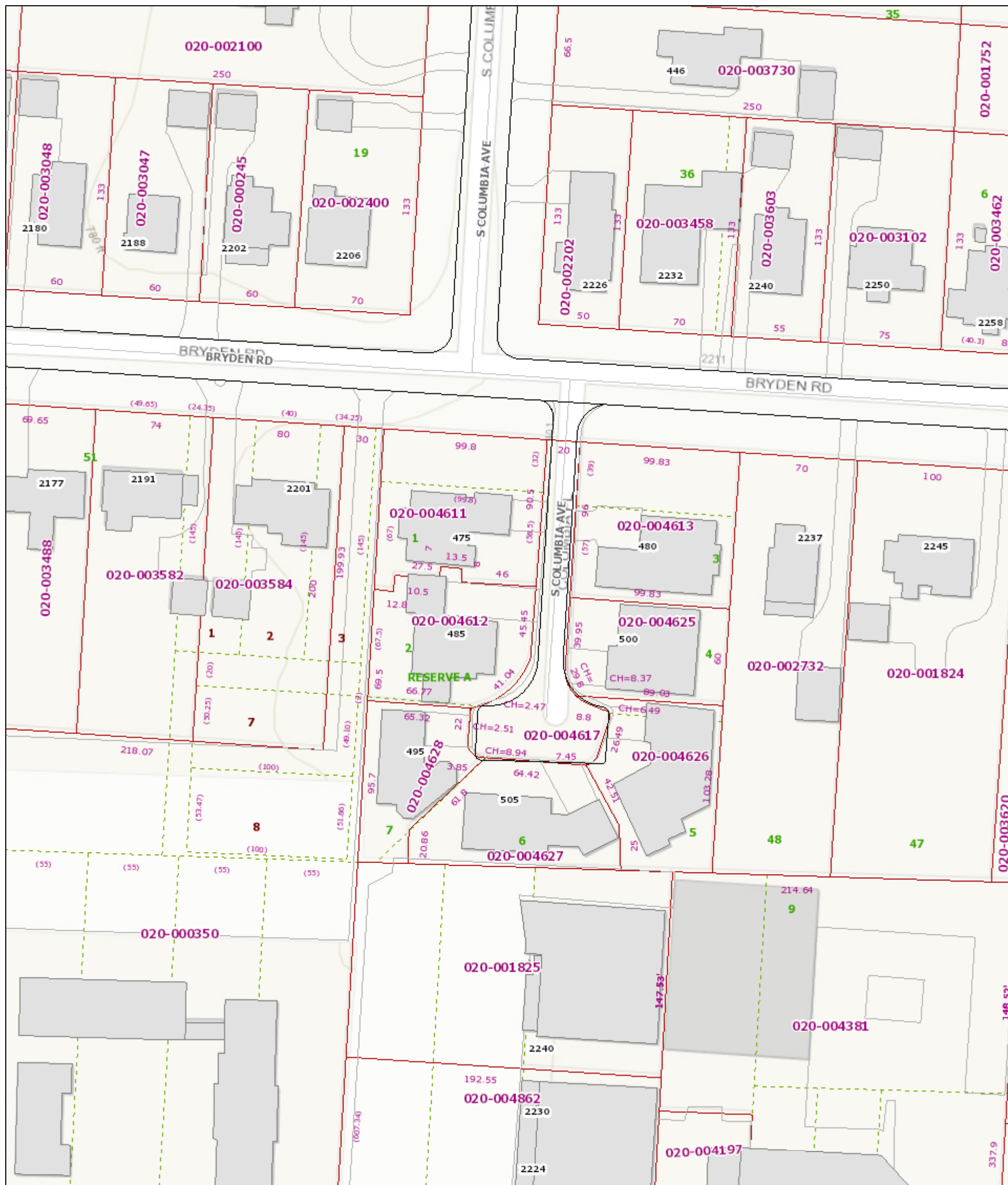
PREPARED BY: R. D. ZANDE & ASSOCIATES, LTD.
 1237 DUBLIN ROAD
 COLUMBUS, OHIO 43215

[Signature]
 REGISTERED SURVEYOR NO. 6096



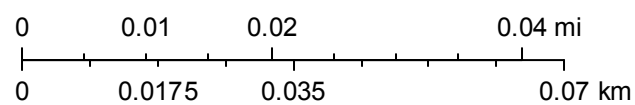
NOTE: THE BEARINGS SHOWN ON THE ATTACHED PLAT ARE BASED ON THE BEARINGS AS SHOWN ON COLUMBIA PLACE RECORD PLAT OF RECORD IN PLAT BOOK 58 PAGE 10

Columbia Place



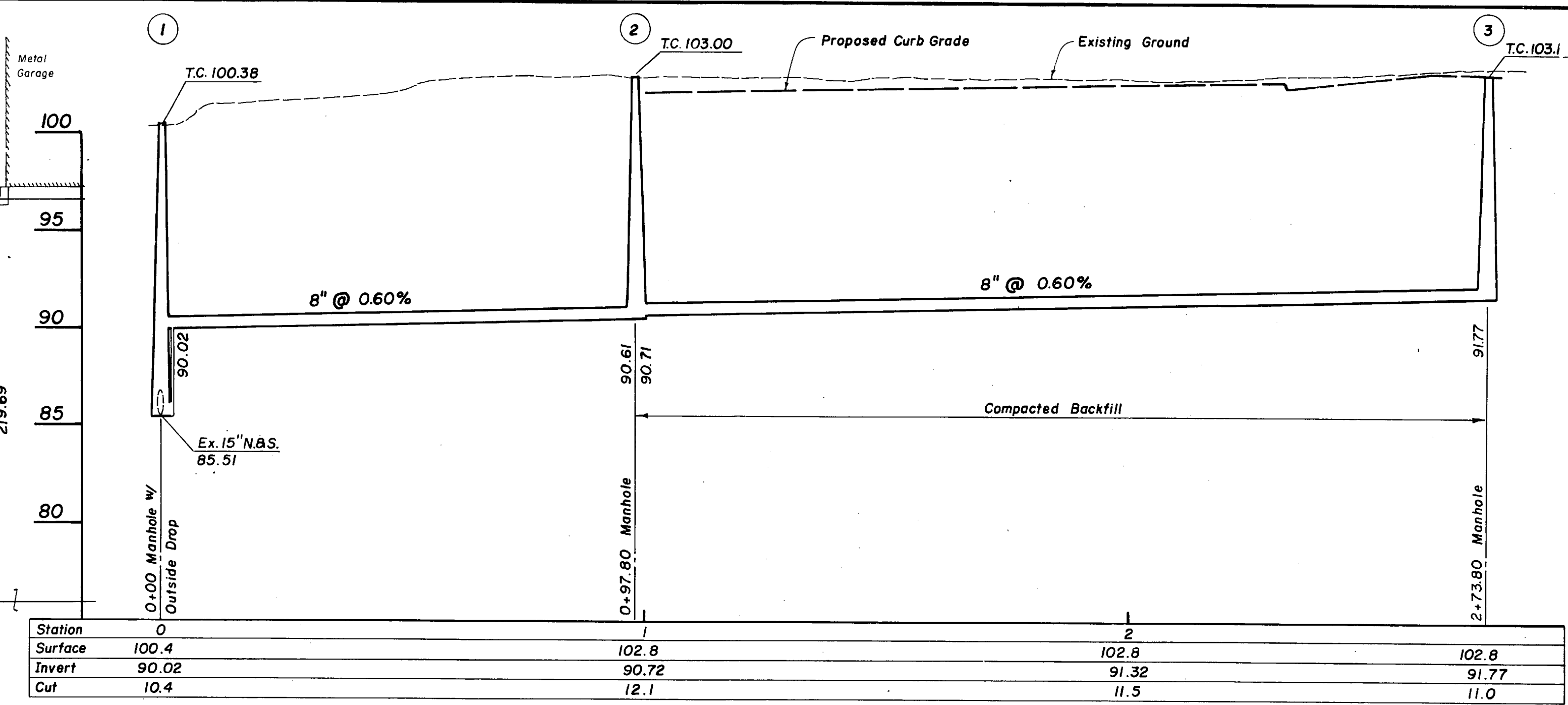
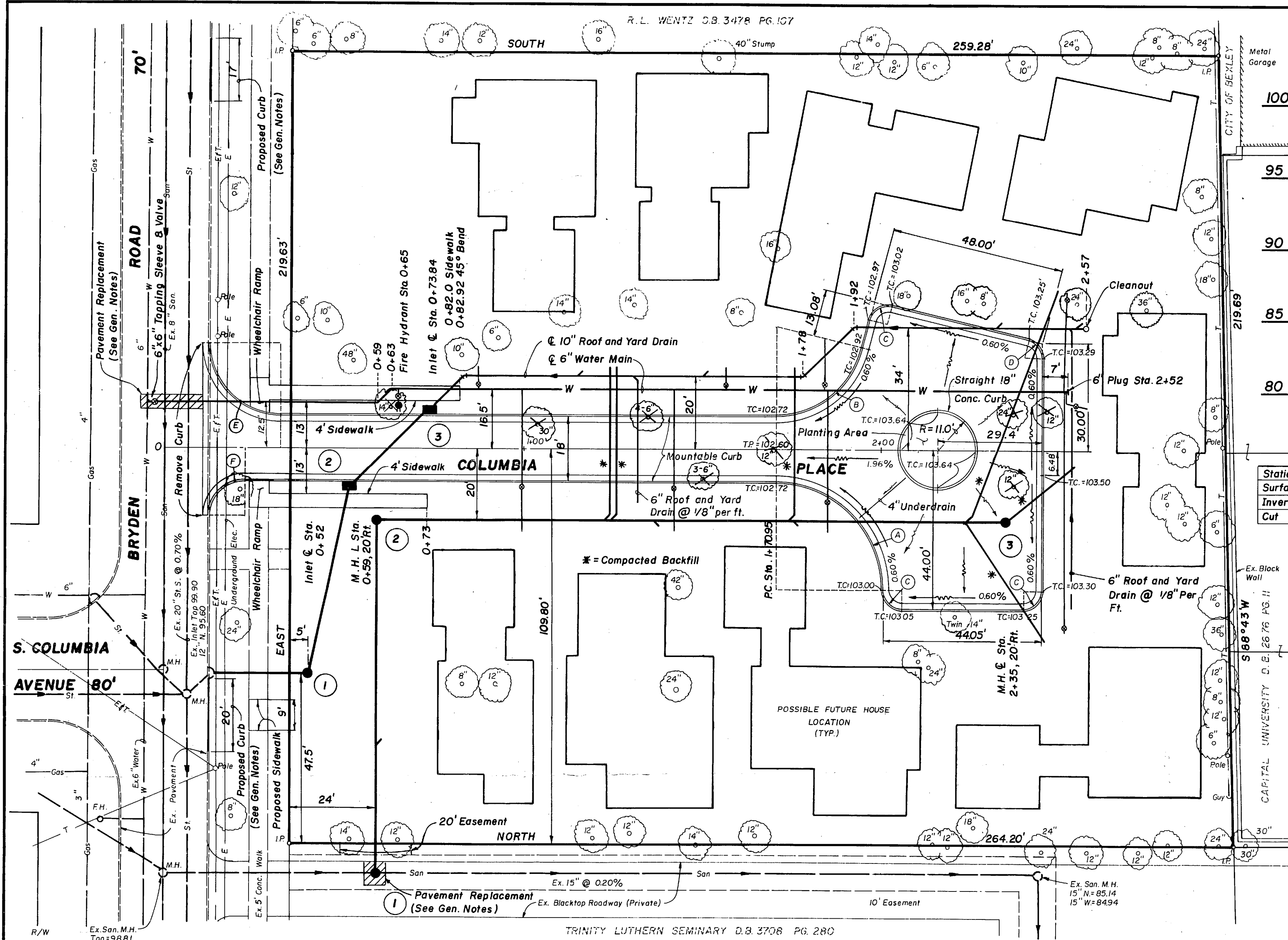
October 13, 2020

1:974



Franklin County Auditor
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,
 GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,
 Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)
 OpenStreetMap contributors, and the GIS User Community

| Parcel | Address | Auditor Valuation | Property Taxes to City | Street Levy Portion |
|---------------|--------------------|--------------------------|-------------------------------|----------------------------|
| 020-004611 | 475 Columbia Place | \$411,800 | \$677.55 | \$391.61 |
| 020-004612 | 485 Columbia Place | \$656,700 | \$1,080.49 | \$624.51 |
| 020-004628 | 495 Columbia Place | \$477,200 | \$785.16 | \$453.81 |
| 020-004627 | 505 Columbia Place | \$535,000 | \$880.26 | \$508.77 |
| 020-004626 | 510 Columbia Place | \$891,700 | \$1,467.15 | \$847.98 |
| 020-004625 | 500 Columbia Place | \$649,500 | \$1,068.65 | \$617.66 |
| 020-004613 | 480 Columbia Place | \$581,700 | \$957.09 | \$553.18 |
| | | | | \$3,997.52 |



CURVE DATA
FACE OF CURB

(A) Δ=90°00'00"
R=30.00'
T=30.00'
L=47.12'

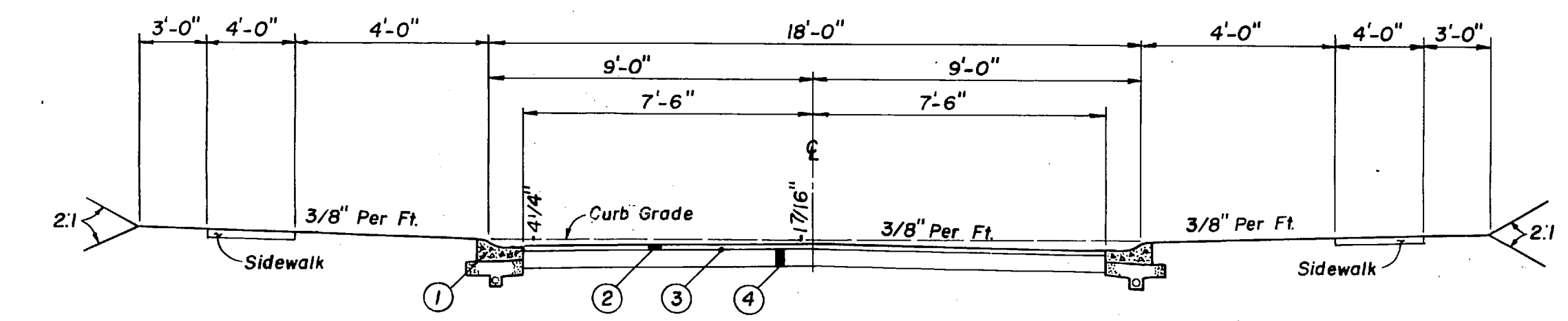
(B) Δ=76°45'00"
R=25.00'
T=19.80'
L=33.49'

(C) Δ=90°00'00"
R=5.00'
T=5.00'
L=7.65'

(D) Δ=76°45'00"
R=50.00'
T=33.96'
L=66.70'

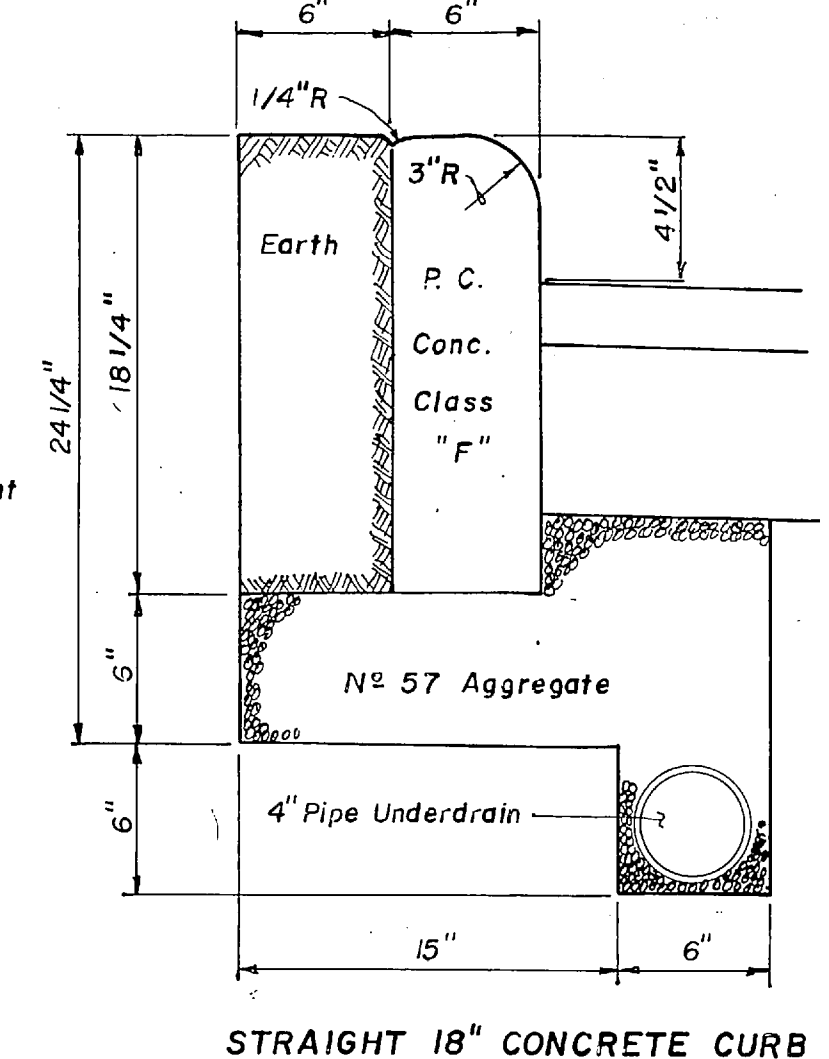
(E) Δ=90°00'00"
R=20.00'
T=10.00'
L=31.42'

(F) Δ=90°00'00"
R=10.00'
T=10.00'
L=15.71'

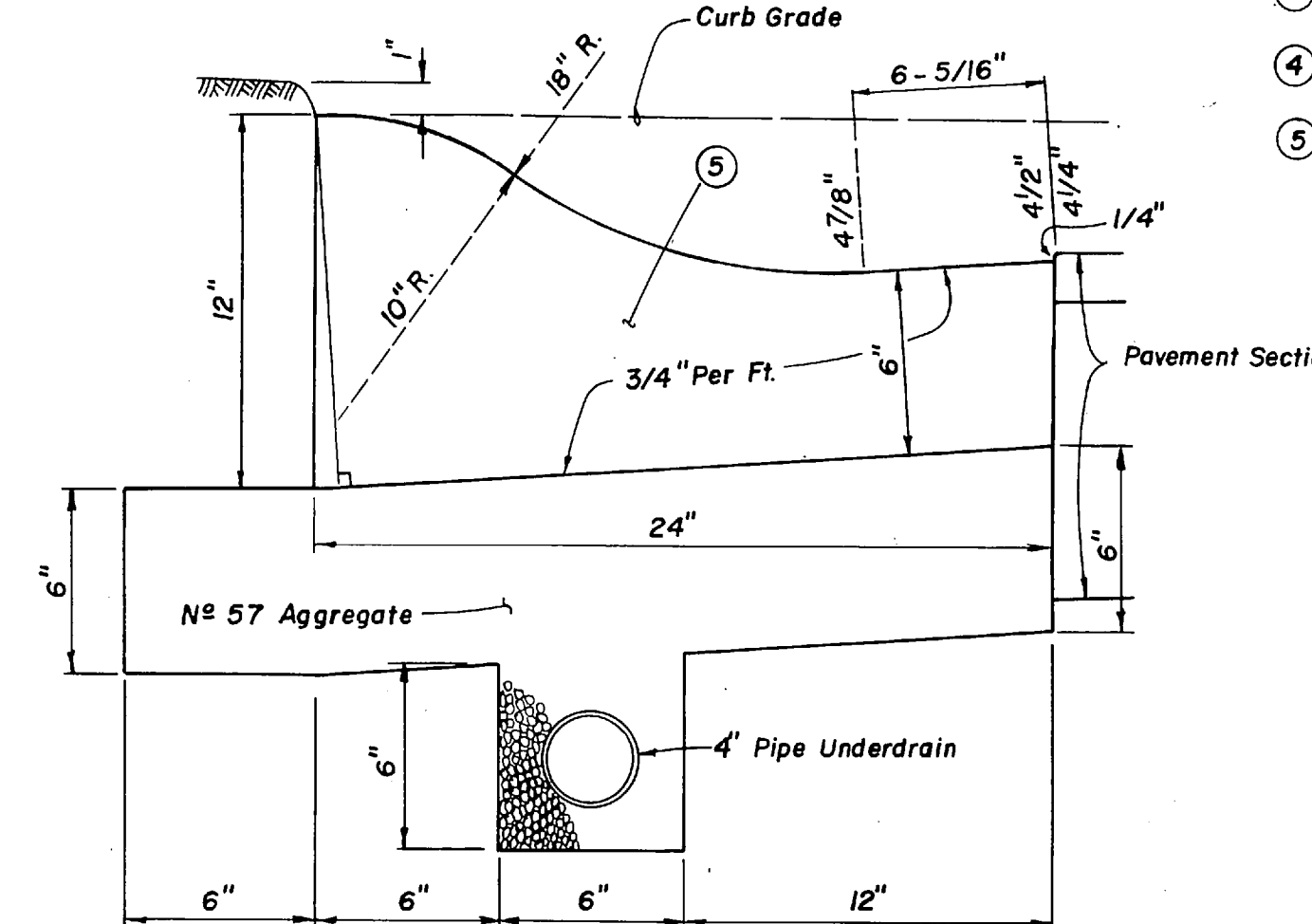


TYPICAL 18' SECTION

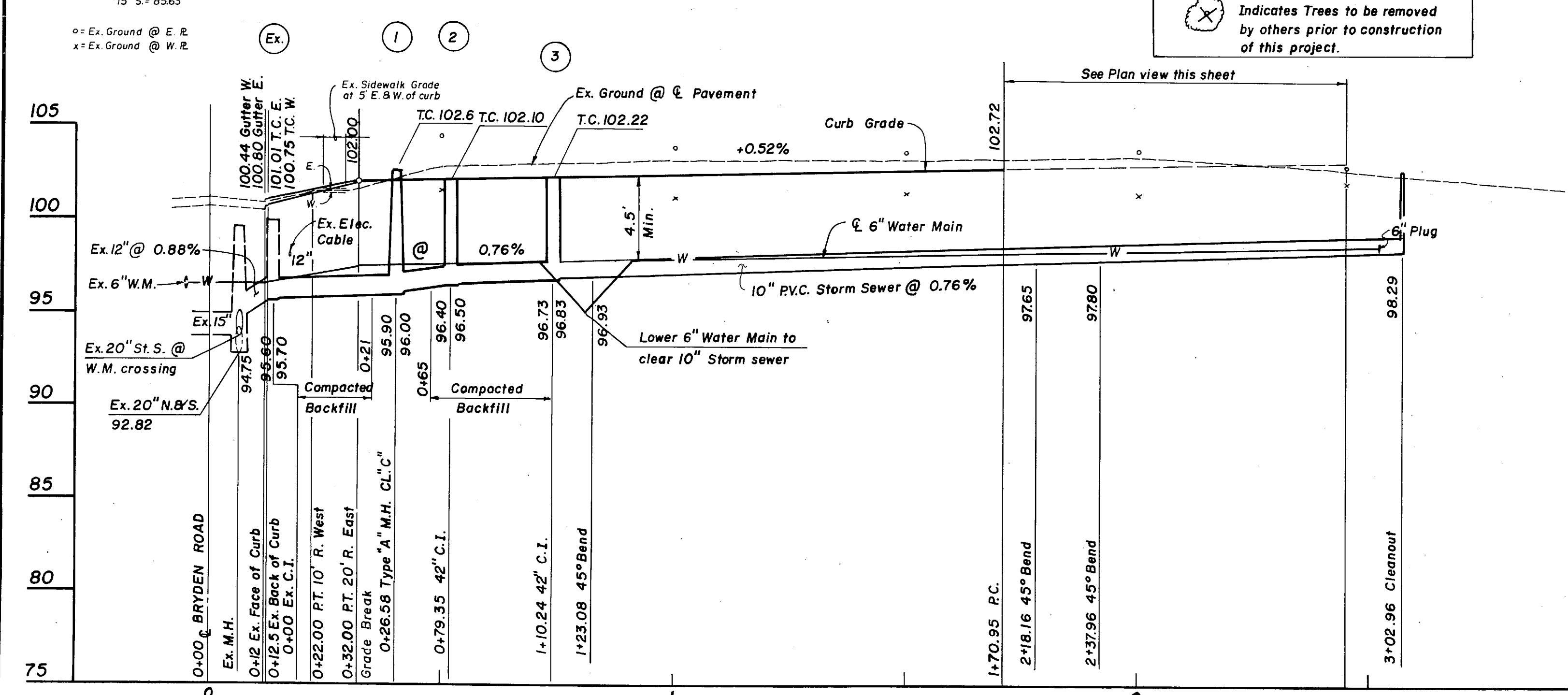
- ① Mountable Curb, See Detail this sheet
- ② 2" Hot-Mixed, Hot Laid Asphalt Concrete, Item 404
- ③ Prime Coat, Item 408 applied at 0.1 Gal. per sq. yd.
- ④ 9" Aggregate Base Item 304
- ⑤ Class "C" Concrete, 6 1/2 Bag Mix, 7% to 9% Air Entrainment



STRAIGHT 18' CONCRETE CURB



MOUNTABLE CURB DETAIL



Indicates Trees to be removed by others prior to construction of this project.

CITY OF BEXLEY, OHIO
PRIVATE
STREET, WATER & SANITARY SEWER IMPROVEMENT
COLUMBIA PLACE

SCALE: Horiz. 1" = 20'
Vert. 1" = 5'

AUG., 1980

EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS, SURVEYORS

GENERAL NOTES

The City of Bexley Requirements together with the City of Columbus Construction and Materials Specifications dated 1978, including all supplements thereto, shall govern this work except as such specifications are modified by indicated notes or details set forth herein.

Any modifications or changes to the sanitary sewer work as shown on the drawings, must have prior written approvals by the Superintendent Division of Sewerage and Drainage, City of Columbus.

Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.

If ABS Composite pipe is used, all wye or tee branches shall be fitted with a 2 foot (min.) length of ABS Solid Wall Sewer Pipe with a solvent weld cap or plug on the end. The cost of this shall be included in the price per lineal foot for sewer items.

Location, support, protection and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the unit price bid for the various items. It shall be the responsibility of the Contractor, prior to construction to determine in the field the actual locations and elevations of all existing utilities whether shown on the plan or not. The Contractor shall call 1-800-362-2764 (toll free) 72 hours prior to any excavation.

The Contractor and Sub-Contractor shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The Contractor shall obtain all necessary permits for construction of this project prior to construction.

Water service boxes shall be located 24" from the back of curb unless otherwise shown on the plan.

In case of conflict in grade between water lines and storm sewers the water lines shall be lowered during construction.

On the dead end 6" water main, two 3/4" taps shall be installed within two feet of the end of the main.

All traffic lanes shall be fully open to traffic on Bryden Road and the private drive along the east property line from 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. One lane may be closed to traffic during working hours. All trenches shall be backfilled or securely plated during non-working hours.

Steady Burning Type C lights shall be required on all barricades, drums, and similar traffic control devices in use at night. Permanent Pavement replacement on Bryden Road and the private drive along the east property line shall be constructed in accordance with Item 628 of the Specifications and Standard Drawing 1244 Dr. A. Type I-C.

The Contractor shall contact the property owner at least 72 hours prior to curb construction in order to locate possible curb openings for roof drains.

The Contractor shall not remove any trees without prior written approval by the owner.

The Contractor shall perform leakage test and furnish all necessary equipment and materials in order to test sanitary sewer and water main in accordance with the City of Columbus Specifications.

The minimum requirement for the 10" and 6" storm sewer pipe shall be P.V.C. sewer pipe ASTM D-3034, SDR 35 or approved equal.

All 6" service extensions for future roof and yard drains shall be laid on a grade of 1/8" per foot.

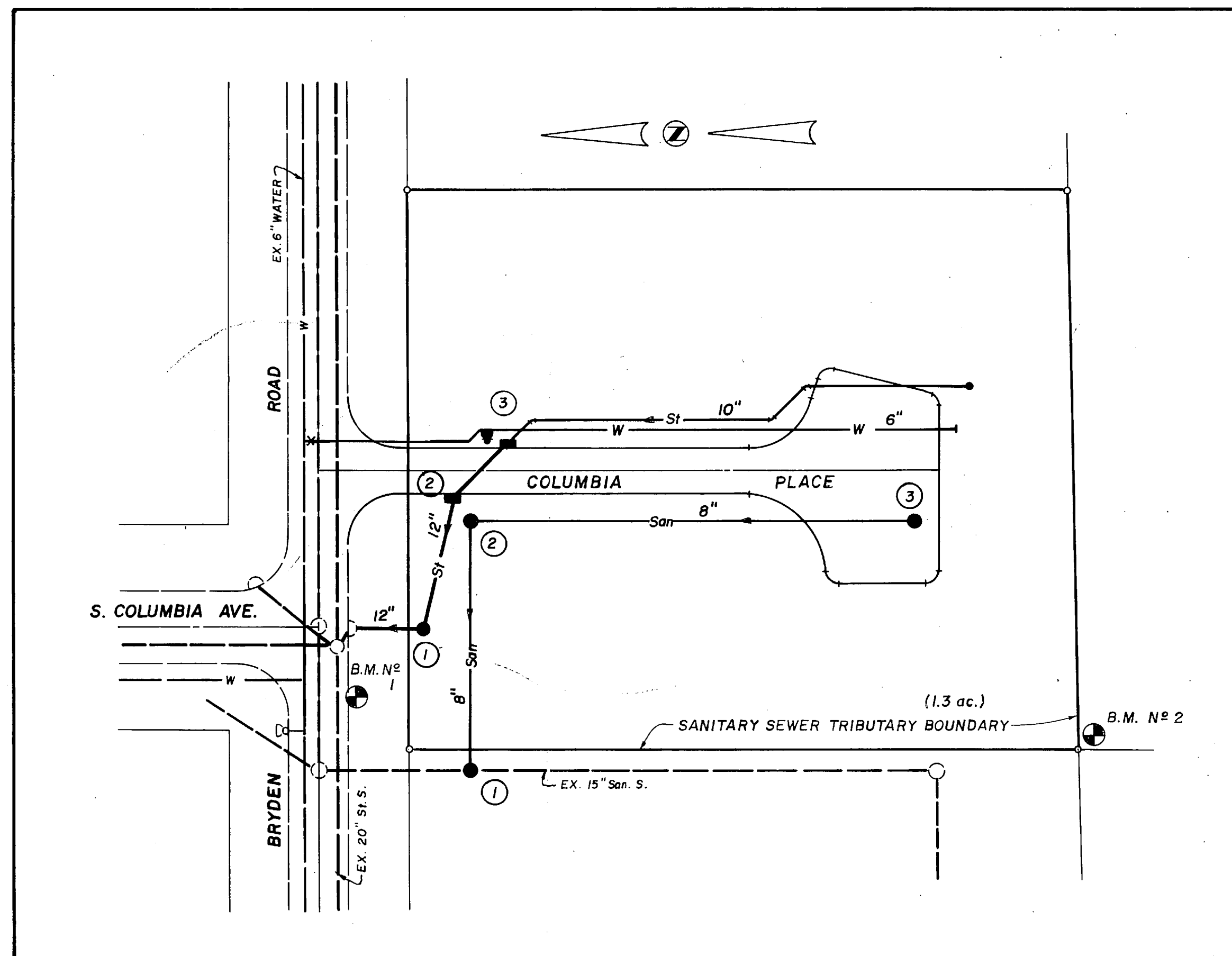
All wye branches and 6" service extensions for future roof and yard drains shall be plugged.

All curb designated for replacement on Bryden Road shall be constructed in accordance with City of Columbus Standard Drawing 1117 Dr. A. Item 609.

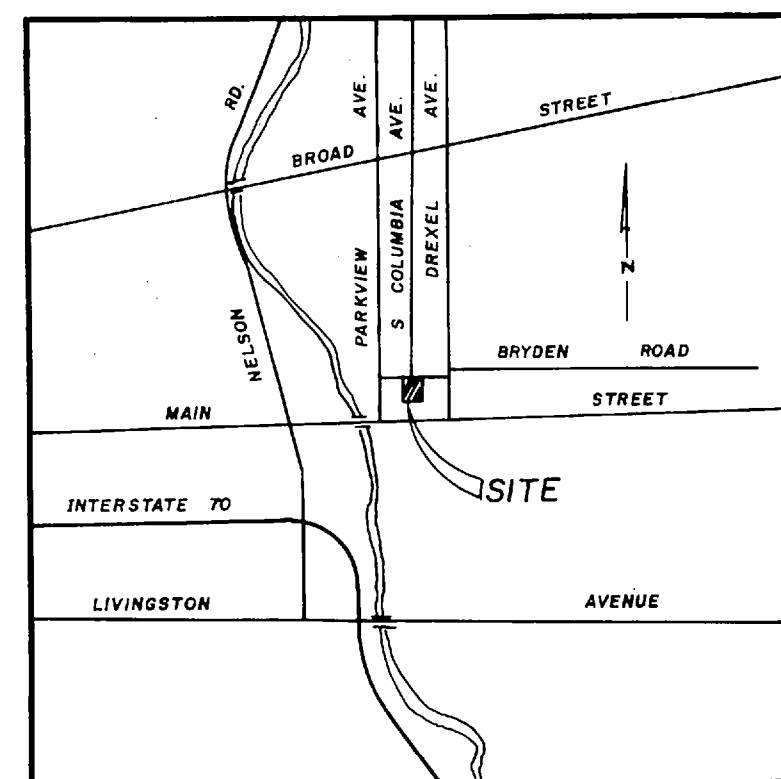
All wheelchair ramps shall be constructed in accordance with City of Columbus Standard Drawing 1227 Dr. A. Item 608. Cost of wheelchair ramps to be included in price bid for sidewalk Item 608.

**CITY OF BEXLEY, OHIO
PRIVATE STREET, WATER AND SANITARY SEWER IMPROVEMENT
FOR**

COLUMBIA PLACE



INDEX MAP
SCALE: 1" = 40'



SITE MAP

CITY OF COLUMBUS
STANDARD CONSTRUCTION DRAWINGS
The Standard Construction Drawings listed on these plans shall be considered a part thereof.

| | | |
|-------------|----------|--------|
| 1117 Dr. A. | AA-S-100 | L-6306 |
| 1153 Dr. A. | AA-S-102 | L-6309 |
| 1227 Dr. A. | AA-S-106 | L-6310 |
| | AA-S-110 | L-6311 |
| | AA-S-111 | L-6637 |
| | AA-S-112 | L-7001 |
| | AA-S-119 | |
| | AA-S-123 | |
| | AA-S-151 | |
| | AA-S-160 | |

BENCH MARKS

- B.M. No. 1** P.K. Nail in East side of Electric pole located 30' ± South of the intersection of Bryden Road and South Columbia Avenue. **Elev. 100.86**
- B.M. No. 2** Top of Iron Pin locating the Southwest corner of subject property. **Elev. 101.82**

ESTIMATE OF QUANTITIES

| ITEM | QUAN. | UNIT | DESCRIPTION |
|-----------------|-------|------|--|
| STREET | | | |
| 202 | 50 | L.F. | Curb Removed (Bryden Road) |
| 203 | 420 | C.Y. | Excavation including embankment construction |
| 304 | 171 | C.Y. | Aggregate Base (9" thick) |
| 404 | 38 | C.Y. | Asphalt Concrete (2" thick) |
| 408 | 680 | S.Y. | Prime Coat |
| 604 | 660 | L.F. | 4" Underdrains |
| 608 | 510 | S.F. | Sidewalk |
| 609 | 590 | L.F. | Mountable Curb and Gutter |
| 609 | 37 | L.F. | Curb Replaced (Bryden Road) including Excavation |
| 628 | 14 | S.Y. | Pavement Replacement (Sanitary and Water) |
| 609 | 70 | L.F. | Straight 18" Conc. Curb |
| STORM | | | |
| 604 | 1 | Ea. | Type "A" Manhole |
| 604 | 2 | Ea. | 42" Curb Inlet |
| 901 | 110 | L.F. | 12" Concrete Pipe 706.01, Class II w/Type I Bedding |
| Spec. | 195 | L.F. | 10" P.V.C. Storm sewer ASTM D-3034; SDR-35 Including Cleanout |
| Spec. | 115 | L.F. | 6" P.V.C. Storm sewer ASTM D-3034; SDR-35 |
| Spec. | 6 | Ea. | 6" x 10" Wye Branch |
| WATER | | | |
| 801 | 260 | L.F. | 6" Ductile Iron Water Pipe; Class S3 |
| 802 | 1 | Ea. | 6 Valve w/Box |
| 805 | 1 | Ea. | 6" x 6" Tapping Sleeve and Valve w/Heavy Duty Valve Box |
| 805 | 5 | Ea. | 3/4" Water Taps (long) |
| 805 | 4 | Ea. | 3/4" Water Taps (short) |
| 805 | 1 | Ea. | Fire Hydrant |
| SANITARY | | | |
| 604 | 2 | Ea. | Manholes, Type C |
| 604 | 1 | Ea. | Manholes, w/Outside drop (AA-S-110) |
| 901 | 275 | L.F. | 8" Sanitary Sewer w/Type I Bedding |
| 915 | 9 | Ea. | 6" x 8" Wye Branch |
| 918 | 177 | L.F. | 6" Sanitary Sewer w/Type I Bedding (Under pavement one per trench) |
| * 918 | 86 | L.F. | 6" Sanitary Sewer w/Type I Bedding (Under pavement two per trench) |

* The footage indicated represents the length of service pipe rather than the length of trench required.

Prepared By
EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Registered Engineer No. 33179 Date _____

Approved this _____ day of _____, 1980. _____
Mayor, City of Bexley

Approved this _____ day of _____, 1980. _____
Assistant Service Director, City of Bexley

Approved Sanitary Sewer Only

Approved this _____ day of _____, 1980. _____
Supt. Division of Sewerage and Drainage
City of Columbus

Approved this _____ day of _____, 1980. _____
Director of Public Service
City of Columbus

Approved on the part of the City of Columbus is given pursuant to the provisions of the sewer service agreement with the City of Bexley.