



CITY OF
PICKERINGTON

**PICKERINGTON CITY COUNCIL
CITY HALL, 100 LOCKVILLE ROAD
TUESDAY, JUNE 2, 2026**

**REGULAR COUNCIL MEETING AGENDA
7:30 P.M.**

1. ROLL CALL, INVOCATION BY PASTOR KEVIN KELLOGG WITH GRACE FELLOWSHIP, AND PLEDGE OF ALLEGIANCE
2. APPROVAL OF MINUTES OF MAY 19, 2026, REGULAR MEETING
3. COMMUNITY COMMENTS
4. COUNCIL COMMUNICATIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF CONSENT AGENDA **(ONE CONSENT AGENDA ITEM)** All items listed with an asterisk (*) are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a council member or citizen requests it, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda as a part of the General Orders.
7. REPORTS
 - A. MAYOR
 - B. LAW DIRECTOR

- C. CITY MANAGER

- 8. PROCEDURAL READINGS
 - A. ORDINANCE 2026-15, "AN ORDINANCE ADOPTING CHAPTER 1041 OF THE CITY OF PICKERINGTON CODIFIED ORDINANCES," **First Reading**, Mayor Gray.

 - B. ***RESOLUTION 2026-08R, "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER LEASE AGREEMENT WITH THE PICKERINGTON COMMUNITY IMPROVEMENT CORPORATION, RELATIVE TO THE PROPERTY AT 51 E. COLUMBUS STREET," Consent Agenda.**

- 9. LEGISLATIVE READINGS
 - A. ORDINANCE 2026-13, "AN ORDINANCE APPROVING AN AMENDMENT TO THE FINAL PLAT FOR PICKERINGTON SQUARE (GIANT EAGLE), LOCATED AT 839-873 HILL ROAD NORTH," **Final Reading**, Service Committee.

- 10. REFERRAL TO COMMITTEE

- 11. OTHER BUSINESS

- 12. MOTIONS

- 13. ADJOURNMENT

SUBJECT:

APPROVAL OF MINUTES OF MAY 19, 2026, REGULAR MEETING

Attachments

Draft Council Minutes 2026-05-19

DRAFT



CITY OF PICKERINGTON

**PICKERINGTON CITY COUNCIL
TUESDAY, MAY 19, 2026
CITY HALL, 100 LOCKVILLE ROAD**

**REGULAR MEETING MINUTES
7:30 P.M.**

1. ROLL CALL, INVOCATION BY PASTOR ADAM DINNELL OF THE FAMILY CHURCH, AND PLEDGE OF ALLEGIANCE

Mayor Gray called the meeting to order at 7:31 P.M.

Present: Mr. Derksen; Mrs. Hicks; Mr. Kemper; Mr. McCracken; Mrs. Rohaly; Mr. Wisniewski; Mayor Gray

Absent: Mrs. Sanders

Others Present: Greg Butcher, Jesse Shamp, Chief Cheney, Heather Moore, Adam Dinnell

2. APPROVAL OF MINUTES OF MAY 5, 2026, REGULAR MEETING

Moved by Mr. Kemper to approve, seconded by Mrs. Rohaly
Motion carried.

3. COMMUNITY COMMENTS

There were no community comments.

4. COUNCIL COMMUNICATIONS

There were no council communications.

5. APPROVAL OF AGENDA

Moved by Mrs. Hicks to approve, seconded by Mrs. Rohaly

Yes: Mr. Derksen, Mr. McCracken, Mr. Wisniewski, Mrs. Rohaly, Mr. Kemper, Mrs. Hicks
6 - 0 Passed

6. APPROVAL OF CONSENT AGENDA

One item on the consent agenda was read into the record. Resolution 2026-07R, a resolution suspending the April 1, 2026, annual three percent (3%) increase for water and sanitary sewer services in chapters 1050 and 1060 of the City of Pickerington codified ordinances.

Moved by Mr. McCracken to approve, seconded by Mrs. Hicks

Yes: Mr. Kemper, Mrs. Hicks, Mr. Wisniewski, Mr. McCracken, Mr. Derksen, Mrs. Rohaly

6 - 0 Passed

7. REPORTS

A. MAYOR

Mayor Gray stated he had nothing to report.

B. LAW DIRECTOR

Mr. Shamp stated the zoning code drafts are being reviewed and are expected to be presented later this summer. He added that council members should contact him with any concerns to ensure they are adequately addressed.

C. CITY MANAGER

Mr. Butcher stated he had no formal report but noted there are numerous projects currently underway. He added that a formal report will be presented at the next meeting and further discussion will occur at the Service Committee meeting.

8. PROCEDURAL READINGS

A. ORDINANCE 2026-14, "AN ORDINANCE AMENDING THE 2026 APPROPRIATION, ORDINANCE 2025-23," **First Reading**, Finance Committee.

The ordinance title was read into the record.

Moved by Mr. Wisniewski to adopt, seconded by Mrs. Rohaly

Moved by Mr. Wisniewski to waive the requirements in Charter Section 2.05(C) that the ordinance be read on three separate meeting days, seconded by Mrs. Rohaly

Roll call on the suspension of rules

Yes: Mr. McCracken, Mrs. Hicks, Mr. Kemper, Mr. Wisniewski, Mr. Derksen, Mrs. Rohaly

6 - 0 Passed

Final Reading

Roll call on the final reading

Yes: Mrs. Hicks, Mr. Wisniewski, Mrs. Rohaly, Mr. Derksen, Mr. McCracken, Mr. Kemper

6 - 0 Passed

- B. ***RESOLUTION 2026-07R, "A RESOLUTION SUSPENDING THE APRIL 1, 2026, ANNUAL THREE PERCENT (3%) INCREASE FOR WATER AND SANITARY SEWER SERVICES IN CHAPTERS 1050 AND 1060 OF THE CITY OF PICKERINGTON CODIFIED ORDINANCES," Consent Agenda, Finance Committee.**

Moved by Mr. McCracken to approve, seconded by Mrs. Hicks

**Yes: Mr. Kemper, Mrs. Hicks, Mr. Wisniewski, Mr. McCracken, Mr. Derksen, Mrs. Rohaly
6 - 0 Passed**

- C. ORDINANCE 2026-13, "AN ORDINANCE APPROVING AN AMENDMENT TO THE FINAL PLAT FOR PICKERINGTON SQUARE (GIANT EAGLE), LOCATED AT 839-873 HILL ROAD NORTH," **Second Reading** , Service Committee.

The ordinance title was read into the record.

9. LEGISLATIVE READINGS

There were no legislative readings.

10. REFERRAL TO COMMITTEE

There were no referrals to committee.

11. OTHER BUSINESS

No other business was brought forward.

12. MOTIONS

There were no motions.

13. ADJOURNMENT

Moved by Mr. Kemper to adjourn, seconded by Mrs. Hicks
Motion carried.

Council adjourned at 7:35 P.M., May 19, 2026.

RESPECTFULLY SUBMITTED:

Heather Moore, City Clerk

ATTEST:

Lee A. Gray, Mayor

SUBJECT:

ORDINANCE 2026-15, "AN ORDINANCE ADOPTING CHAPTER 1041 OF THE CITY OF PICKERINGTON CODIFIED ORDINANCES," **First Reading**, Mayor Gray.

Attachments

Ordinance 2026-15

IDDE Plan

RECORD OF ORDINANCES

Ordinance No. 2026-15

Passed

20

AN ORDINANCE ADOPTING CHAPTER 1041 OF THE CITY OF PICKERINGTON CODIFIED ORDINANCES

WHEREAS, the City of Pickerington is required by state law and the Ohio EPA to codify an Illicit Discharge Detection and Elimination (IDDE) Plan; and

WHEREAS, Part Ten, Title Four of the Pickerington Codified Ordinances regulates Public Utilities within the City; and

WHEREAS, City Staff has coordinated with the Fairfield Soil and Water Conservation District and the Ohio EPA to draft an IDDE Plan that meets state requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING:

Section 1. That the Codified Ordinances of the City of Pickerington shall be amended to adopt Chapter 1041 entitled Illicit Discharge Detection and Elimination Plan which shall read as follows:

Chapter 1041 Illicit Discharge Detection and Elimination Plan.

1041.01. Adoption

The City shall adopt a IDDE Plan in consultation with the Ohio EPA and Fairfield County Sewer and Water Conservation District that complies with state law requirements for the Plan.

1041.02 Amendments to the IDDE Plan.

The City Manager shall be empowered to make administrative amendments to the adopted Plan to ensure the Plan complies with all state law and Ohio EPA requirements provided such requirements do not conflict with the City's home rule authority.

Section 2. That the IDDE Plan attached hereto and incorporated herein as Exhibit A satisfies Ohio EPA requirements and a copy of the IDDE Plan shall be available for inspection at City Hall and placed on the City website.

Section 3. That this Ordinance shall be effective on the earliest date provided by law.

APPROVED BY: _____
Lee A. Gray, Mayor

DATE OF APPROVAL: _____

EFFECTIVE DATE: _____

ATTEST: _____
Heather Moore, City Clerk

RECORD OF ORDINANCES

Ordinance No. 2026-15

Passed 20

SPONSOR: MAYOR GRAY

APPROVED AS TO FORM
AND LEGALITY OF PURPOSE:

Philip K. Hartmann, Law Director

0127196.0607946 4915-8209-6015v4

City Of Pickerington

Illicit Discharge Detection and Elimination (IDDE) Plan

-----2026-----
**Amended IDDE Plan is in support of the Storm Water Management (SWMP) Plan
ADOPTED**

-----2022-----
Modeled from the Franklin County Storm Water Management Program
Illicit Discharge Detection and Elimination Plan Version 2.0, November 25, 2013

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SECTION 1.0

Introduction

This document outlines the process that the City of Pickerington within Fairfield County and Franklin County is taking to address public health concerns and water quality issues related to illicit discharges in their respective jurisdiction. **Effluent from illicitly connected or malfunctioning Household Sewage Treatment Systems (HSTS) is considered the primary pollutant of concern within and adjacent to the City of Pickerington.**

A substantial investment in time, money, and energy is responsible for the progress made to date by defining and documenting the issue surrounding HSTS. These efforts have involved identifying the locations of HSTS throughout the City, Field Verification and Dry Weather Screening (DWS) of Municipal Separate Storm Sewer System (MS4) outfalls, mapping of the stormwater sewer system, establishing ordinances and zoning requirements, and planning for community education, outreach and the means for addressing illicit discharges.

The National Pollution Discharge Elimination System (NPDES) Small MS4 Stormwater General Permit (OHQ000002) defines regulated MS4s as MS4s which are owned and operated by the permittee and located within the **MS4 Regulated Areas as defined by the 2000 through the latest Decennial Census by the Bureau of Census, and areas outside of urbanized areas that the Director of Ohio EPA designates 2020 census.**

It is the obligation of the City of Pickerington to address illicit discharges in their area, **as part of a more comprehensive goal was determined to be appropriate for the permittees' water quality efforts.** All residents are due the efforts of the various agencies focused on water quality and public health, safety and welfare and none should be ignored when public health risks exist. Secondly, due to the irregular boundaries of the municipal central sewer and the central sewer of Fairfield County Utilities (FCU), the areas of responsibility are shared within City limits. It is the goal of the City of Pickerington to work cooperatively with FCU and its co-permittees to address illicit discharge issues within and adjacent to their entire jurisdictions.

SECTION 2.0

Policy Statements and Guiding Principles

The City of Pickerington, Franklin County Public Health (FCPH) by contract, along with the Fairfield Soil and Water Conservation District (FSWCD) by an MOU are responsible for the implementation of the City of Pickerington NPDES Storm Water Permit developed policy statements and guiding principles for the community to understand the framework and strategies that will be adhered to when working towards meeting the permit requirements summarized in the Illicit Discharge Detection and Elimination (IDDE) Plan. These policy statements and guiding principles are outlined as follows:

1. Empower the public by distributing educational materials and information about the impacts of stormwater discharges on water bodies and steps they can take to reduce pollutants in stormwater runoff. Inform public employees, businesses and the general public of the hazards associated with illegal discharges, improper disposal of waste and the improper operation and maintenance of HSTS.

2. The OEPA through NPDES Permit requires that permittees identify on-site sewage disposal systems connected to discharge to their regulated MS4. FCPH is identifying these systems and conducting an operation and maintenance program to identify and correct systems causing a public health nuisance as defined by ORC 3718 and Regulation 106.
3. As required by Ohio law and the Ohio EPA NPDES Permit, FCPH will enforce the public health nuisance statute as defined in ORC Chapter 3718 and OAC 3701-29 (Sewage Treatment Rules) **and Public Health Regulation 106.**
4. It is recommended that citizens monitor their access to and exposure in ditches and streams that may be contaminated with bacteria from discharging HSTS, and that those living in homes with drinking water supplied by private wells test their well water frequently if there is any concern that contamination may be occurring from any source, including soil absorption HSTS.
 - a. Bacterial contamination standards for streams and ditches are set by the OEPA and are applied to exposures (ingestion of surface water) from recreational use of that stream and other waterways such as canoeing, fishing, wading, and swimming.
5. The City of Pickerington will continue to work with townships, surrounding communities, and the Fairfield County officials to identify pollution sources from these jurisdictions entering MS4s, opportunities for sewer extensions, and alternatives for treating household sewage. City, County and Township officials will also continue to look for funding opportunities to finance sewer extensions as well as address economic hardship situations for low-income residents to connect to sanitary sewer or to upgrade or replace their HSTS.
6. FCPH, **City of Pickerington** and the FCU will develop long-range strategies to minimize illicit discharges and promote proper operation/maintenance of HSTS citywide. Officials realize that any long-range plan needs to be flexible and reviewed annually to adapt to changes in the regulatory environment, the availability of funding mechanisms, and other unforeseen social, political, or economic conditions.
7. FCPH maintains an operation/maintenance program for all aeration treatment systems that discharge to MS4s, watercourses, field tiles or other sources. This program includes permitting, annual observations of the discharging system, and enforcement of aeration treatment systems that create illicit discharge and/or public health nuisances.
8. FCPH is evaluating the development of a city-wide operation/maintenance program for all soil absorption systems. This program may require owners of soil absorption systems to have an operation permit. The permit period and frequency of inspections is to be determined.
9. FCPH has been granted authority by Ohio EPA to conduct inspections of semi-public treatment systems. FCPH also has authority under ORC3718 to inspect small-flow treatment systems. Some of these treatment systems are discharging systems. These systems are to be inspected on an annual basis and enforcement of public health nuisances caused by these systems if the responsibility of FCPH.

SECTION 3.0 General Permit Information

This document was produced to communicate steps being taken to improve water quality and meet the requirements of NPDES Small MS4 Stormwater General Permit discharges of Fairfield County and the townships within Fairfield County are permitted. **General Permit (OHQ000004) was made effective on November 15, 2021, and is currently in effect until March 31, 2026.** This document is

subject to periodic updates as progress is made with the various requirements of the permit and as OEPA clarifies or modifies the language of the permit.

“As authorized by the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as pipes or man-made ditches...Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our Nation’s water quality.”

The City of Pickerington’s City Engineer is the primary contact for all concerns related to the NPDES Permit.

In accordance with Part III of NPDES Small MS4 Stormwater General Permit (a Stormwater Management Program (SWMP) was designed to reduce the discharge of pollutants to the maximum extent practicable (MEP) from the permitted MS4 owned and operated by the City and to satisfy the appropriate water quality requirements of Ohio Revised Code, related to water pollution control, and the Federal Clean Water Act. The SWMP includes management practices, control techniques, system designs, and engineering methods and addresses the following six Minimum Control Measures (MCM):

- 1) public education and outreach
- 2) public participation/involvement
- 3) illicit discharge detection and elimination (IDDE)
- 4) construction site runoff control
- 5) post-construction runoff control
- 6) pollution prevention/good housekeeping for municipal operations.

This document memorializes the plan specified in Part III, Section 3.e of the NPDES Small MS4 Stormwater General Permit.

SECTION 3.1 Supporting Documents

This document does not stand in isolation but rather supports the greater water quality efforts as described in the document titled;

Storm Water Management Plan City of Pickerington Ohio 2022 for the General Permit OHQ000004

SECTION 3.2 Coordinating Agencies

This document reflects the cooperative effort by several departments and agencies dedicated to addressing public health issues and protecting and managing water resources. The following partner agencies are involved with this effort:

- City of Pickerington
- Franklin County Public Health (FCPH)
- Fairfield Soil and Water Conservation District (FSWCD)

Internal to the City and adjacent coordination with.

SECTION 4.0.0 Illicit Discharge: Definition and other applicable definitions

- A. Environmental Protection Agency or United States Environmental Protection Agency (USEPA): means the United States Environmental Protection Agency, including but not limited to the Ohio Environmental Protection Agency (Ohio EPA), or any duly authorized official of said agency.
- B. Floatable Material: in general, this term means any foreign matter that may float or remain suspended in the water column, and includes but is not limited to, plastic, aluminum cans, wood products, bottles, and paper products.
- C. Hazardous Material: means any material including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- Illicit Discharge: as defined at 40 C.F.R. 122.26 (b)(2) means any discharge to an MS4 that is not composed entirely of storm water, except for those discharges to an MS4 pursuant to a NPDES permit-**or noted in Section XXXX.07 of this regulation.**

Common sources of non-stormwater, dry weather discharges in urban areas include apartments and homes, car washes, restaurants, airports, landfills, and gas stations, to name but a few. These so-called "generating sites" discharge sanitary wastewater, septic system effluent, vehicle wash water, washdown from grease traps, motor oil, antifreeze, gasoline and fuel spills, among other substances. Although these illicit discharges can enter the storm drain system in various ways, they generally result from either direct connections (e.g., wastewater piping either mistakenly or deliberately connected to the storm drains) or indirect connections (e.g., infiltration into the storm drain system, spills, or "midnight dumping"). Illicit discharges can be further divided into those discharging continuously and those discharging intermittently.
Source: MS4 Permit Improvement Guide, US Environmental Protection Agency, April 2010 EPA 833-R-10-001

- Illegal Connection: means any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the MS4.
- D. National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit: means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.

- E. Off-Lot Discharging Household Sewage Treatment System: means a system designed to treat household sewage on-site and discharges treated wastewater effluent off the property into a storm water or surface water conveyance or system.
- F. Owner/Operator: means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or on the owner's behalf.
- G. Pollutant: means anything that causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil and other automotive fluids, non-hazardous liquid and solid wastes, yard wastes, refuse, rubbish, garbage, litter or other discarded or abandoned objects, floatable materials, pesticides, herbicides, fertilizers, hazardous materials, wastes, sewage, dissolved and particulate metals, animal wastes, residues that result from constructing a structure, and noxious or offensive matter of any kind.
- H. Storm Water: any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.
- I. Wastewater: The spent water of a community. From the standpoint of a source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions.

SECTION 4.0.1 Public Health Nuisance

Franklin County Public Health staff has the authority to enforce Ohio Revised Code 3718 and OAC 3701-29 for the resolution of illicit discharges determined to be causing a public health nuisance. It is important to note that while various HSTS discharge effluent; these discharges may or may not be illicit discharges. As a rule of thumb, if the HSTS discharging effluent is ‘operating as intended’, the resulting discharge is NOT an illicit discharge. These determinations are undertaken by FCPH.

SECTION 4.1 Illicit Discharge Exceptions

- A. Prohibition of Illicit Discharges. No person shall discharge, or cause to be discharged, an illicit discharge into the MS4. The commencement, conduct, or continuance of any illicit discharge to the MS4 is prohibited except as described below:
 - 1. Water line flushing; landscape irrigation; diverted stream flows; rising ground waters; uncontaminated ground water infiltration (infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow); uncontaminated pumped ground water; discharges from potable water sources; foundation drains; air conditioning condensate; irrigation water; springs; water from crawl space pumps; footing drains; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated/dibrominated/desalinated swimming pool discharges; street wash water with dry cleanup method and no detergents to minimize pollutants; discharges or flows from fire-fighting activities (not planned exercises); dye tests; and NPDES permitted sources. These discharges are exempt until such time as they are determined by the [communityCity of Pickerington] or Ohio EPA to be significant contributors of pollutants to the MS4.

SECTION 4.2 Municipal Separate Storm Sewer System (MS4) Definition

- A. Municipal Separate Storm Sewer System (MS4): as defined at 40 C.F.R. 122.26 (b)(8), municipal separate storm sewer system means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):
- a. Owned or operated by a State, city, town, borough, county, parish, district, municipality, township, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over sewage, industrial wastes, including special districts under State law such as a sewer district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to waters of the United States;
 - b. Designed or used for collecting or conveying storm water.
 - c. Which is not a combined sewer; and
 - d. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 C.F.R. 122.2.

SECTION 5.0 Enacted Stormwater Legislation and Legal Authority

The City of Pickerington initiated stormwater regulation compliance, including adoption of the current version of the NPDES Small MS4 Stormwater General Permit (OHQ000002). The core related stormwater regulations are authorized by the Federal Clean Water Act, mandated by the US EPA and executed by the OEPA, Division of Surface Water. The City of Pickerington seeks collaboration with surrounding MS4 Communities in efforts to reduce the volume of stormwater and manage pollution captured by stormwater that is conveyed through MS4s to community ditches and streams.

Legislation enabling stormwater regulations:

Clean Water Act (Federal law) A complete copy of Chapter 26 of Title 33 of the United States Code, also known as the Clean Water Act.

Ohio Revised Code (State laws) The following is a list of Ohio Revised Code chapters related to programs in the Division of Surface Water. These chapters can be referenced or downloaded from <http://codes.ohio.gov/>.

ORC Chapter 3745: Environmental Protection Agency Creates and establishes powers of the Ohio EPA ORC Chapter 6111:

Water Pollution Control Specifies powers of the Ohio EPA with regard to water pollution control. ORC Chapter 6117:

Sewer Districts: County Sewers Authorizes the establishment of sewer districts.

ORC Chapter 6119:

Regional Water and Sewer Districts Authorizes the establishment of regional water and sewer districts.

SECTION 5.0.1 Best Management Practices: Definition

Best Management Practices (BMPs): means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to storm water. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

SECTION 5.1 Local Controls Related to Stormwater Regulation

Ohio Revised Code; Chapters:

3707

3709

3718

3767

Ohio Administrative Code; Chapters:

3701-29

Franklin County Public Health Regulation 106

SECTION 5.2 Right of Entry and Collection of Information

- A. The City of Pickerington and, through the City's permission, the Fairfield Soil and Water Conservation District has the authority to enter private property for the purposes of inspecting compliance with this plan at reasonable times including the review and inspection of facilities, equipment, practices, and operations.
- B. The City of Pickerington retains authority to request information from any operators or property owners subject to its jurisdiction to determine compliance with the IDDE Plan.

SECTION 6.0 HSTS and Stormwater Mapping

City of Pickerington and partner agencies have made significant strides in mapping stormwater infrastructure and HSTS in the City and adjacent unincorporated areas. This effort has developed as three separate, but interactive and overlapping efforts which aid in identifying illicit discharge risks in the MS4 and surrounding areas.

Each of these efforts were developed by means of a Geographic Information System (GIS) utilizing field data, engineering plans, geo-referenced aerial photography, and various other shared digital data sets.

SECTION 6.1 Stream Resource Geodatabase

The stream mapping and outfall inventory project was initiated in 2007 to map storm water outfalls in the City of Pickerington and storm water mapping has been ongoing during the permit period. This dataset documents the 'Waters of the State' as defined in the NPDES permit as well as subsurface drainage components when these data layers are available.

The connectivity and directionality inherent in this data set allows users to discern directions of flow for all segments of the dataset with the use of county topographic information. This ability allows users to determine where the stormwater will flow from any given location, as well as the structures and/or features that contribute flow to any given location. All the features within this dataset are associated with stream names as well as the larger watersheds.

Fairfield County Utilities initiated a mapping and inventory of all sanitary sewers in 2008 within the city. This information can be coordinated with all outfalls and HSTS systems in the area.

These datasets continue to be updated as additional data is obtained through field work and as new stormwater locations are made available.

SECTION 6.2 Outfall Inventory (OI)

The OI was undertaken in 2007. This project required extensive field work, the city staff and the Fairfield Soil and Water Conservation District staff walked all streams in the city and adjacent to the city collecting the geospatial location and descriptive attributes of all public and private drainage features with Global Positioning System (GPS) data loggers with sub-meter accuracy. All data was differentially corrected, manually adjusted to match current aerial photography and imported into a file geodatabase with links to digital photos from the field. The OI included an abbreviated initial Dry Weather Screening (DWS) of all drainage features including smell and color observations. This process requires field inspection of drainage features during periods of dry weather. Dry weather for this screening is defined as having a maximum of .01” of rain during the previous 72 hours. This ‘dry weather’ protocol helps to minimize flows due to rain or snow melt events and highlights illicit discharges.

The DWS ~~conducted with the OI~~ entailed recording a variety of characteristics for each feature screened, including a physical description of the drainage feature, any indicators suggesting an illicit discharge, and a digital photograph of the feature. GPS data loggers were used to record the location and descriptive information of the features. The data was then processed, analyzed, and mapped utilizing GPS. The analysis assisted in determining which drainage features are likely to contain illicit discharges.

The groups of features screened during ORI were:

Flowing Pipes: outfalls with flow at the time of screening

Note: outfalls with flow within catch basins are included in this group

Non-Flowing Pipes: outfalls with no flow at the time of screening

Note: outfalls without flow within catch basins are included in this group

Flowing Channels: constructed or man-made channels with flow at the time of screening

Non-Flowing Channels: constructed or man-made channels without flow at the time of screening

Catch Basins: catch basins with or without flow at the time of screening

Generic Points: locations not fitting into the above categories, but which are of interest to stormwater management and illicit discharges: i.e. seeps, unknown water sources, dump sites, etc.

SECTION 6.2 **Dry Weather Screening (DWS)**

In addition to the features dry weather screened, the locations of crossovers (drainage passing under roadways or structures), and manholes were collected to assist in developing stormwater flow lines in the stream map. To allow efficient referencing and tracking of the features dry weather screened, a nomenclature was developed for the various types of features screened which associated each feature with the year it was screened and the township in which it is located. FSWCD has coordinated with City, FCPH, FCU, FCE, and Violet Township on the OI since 2007.

SECTION 6.2.1 **Identifying Potential Illicit Discharges**

Features are categorized by their potential to be a source of illicit discharge and whether or not they are an obvious (severe) source of an illicit discharge. The criteria used to identify potentially illicit discharges are considered stand-alone indicators. These are odor, color, floatables, poor pool quality, benthic growth, and deposits and stains. The presence of at least one of these criteria can designate the outfall as potentially illicit.

It is important to identify obvious (severe) sources of illicit discharge during dry weather screening because the presence of obvious indicators (e.g. raw sewage) allows that feature to be prioritized for future follow-up investigation and resolution. For a location to be determined as an obvious (severe) source of an illicit discharge, it must have at least one of several specific, pre-defined stand-alone indicators.

SECTION 6.2.2 **Effluent Sampling**

To better understand what was being observed during OI and to verify the accuracy of the dry weather screening conducted with the ORI, follow-up effluent sampling of potential illicit discharge was done ~~for~~ in 2013. These water samples were processed at an OEPA certified lab to determine the amounts of pollutants such as Methylene Blue Active Substances (MBAS). Due to the high volume of geese on retention basins and the regular observation of coyotes and raccoon feces in the storm water pipe systems, we elected not to test for fecal content at the time. These lab results were included in the GIS and are available to the city, FCPH and FCU.

Areas where elevated counts of MBAS were found will be monitored annually until the source is eliminated or reduced significantly.

SECTION 6.2.3 **Dry Weather Screening of MS4 Outfalls**

Dry Weather Screening of regulated MS4 outfalls during the term of the permit was conducted in 2013 for the presence of MBAS. Regulated MS4 outfall screenings will be conducted such that each outfall is screened at least once during each permit term.

SECTION 6.3 **MS4 Mapping**

Starting in 2012, a cooperative effort between the City of Pickerington and FSWCD was initiated to develop stormwater sewer mapping (MS4) for areas of City and shared areas of responsibility with Fairfield County and Violet Township. This mapping involves referencing engineering drawings as well as field verification of features and feature locations for the development of several GIS data layers. This data is being developed for incorporation into the existing database and will be continually modified as information becomes available.

The FCE coordinates Drainage Maintenance Districts in the City and maintains construction documents and maps for them.

This effort requires cooperation and coordination with all agencies due to the lack of storm sewer mapping through most of the township jurisdictions. There is considerable institutional knowledge on the location and condition of the storm sewers, but this knowledge has not historically been translated into plans (hard copy or digital).

SECTION 7.0 FCPH Operation and Maintenance Program

FCPH maintains an operation/maintenance program for all aeration treatment systems that discharge to MS4s, watercourses, field tiles or other sources. This program includes permitting, annual observations of the discharging system, and enforcement of aeration treatment systems that create public health nuisances and/or illicit discharges. Water Quality environmental health technicians conduct annual observations of all aeration treatment units in the city as per the operation/maintenance program. If by the second observation, the system does not appear to be functioning correctly, a referral will be made for further investigation and enforcement by sanitarians.

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SECTION 7.1 IDDE Program Investigations and Enforcement

FCPH Staff sanitarians are responsible for investigating all sewage nuisance complaints in cooperation with the City and FCU. The nuisance complaints investigated by staff sanitarians come through complaints from the public, and referrals from partner agencies. When it is alleged or a complaint is made that an HSTS is causing a public health nuisance as defined in ORC 3718 and/or OAC 3701-29, then FCPH has the authority to investigate such complaints and allegations. Upon staff verification of

a public health nuisance, the abatement process for public health nuisances will be in accordance with FCPH policies and procedures.

~~For non-HSTS discharge nuisances including trash, toxic and hazardous materials, local law enforcement as defined in ORC 2935.03 can enforce ORC 6111.~~ – the Stepped Enforcement Protocol in Appendix J of the SWMP will be followed.

The City will investigate issues, and solicit assistance per agreements with the Franklin County Public Health and the Fairfield Soil and Water Conservation District along with local law enforcement including but not limited to the Fairfield County Sheriff and the Ohio Department of Natural Resources Division of Wildlife Officers assigned to the area.

SECTION 7.2 Connection to Central Sanitary Sewer

FCPH possesses the authority to require that whenever a central sanitary sewage system is determined to be available and accessible to a property with an HSTS, the household sewage treatment system shall be abandoned and the house sewer directly connected to the central sewage system. This authority applies regardless of how the sanitary sewerage system was constructed, or the operational condition of the HSTS. A process of enforcement will be issuing to the property owner Notice(s) of Violation, a Board of Health Order, or filing for injunctive relief in Fairfield County Municipal Court.

SECTION 7.3 Identified Areas of Concern

In addressing the topic of prioritizing IDDE activities, a historical perspective of public health risks and sanitary sewer needs in Fairfield County needed to be explored. Efforts were initiated by the FCU to address several areas identified as having the worst ‘known’ sewage problems. At this point in time, there were no comprehensive datasets or objective analysis of these problems; these areas were derived from subjective interpretation of the then-current staff.

Many areas that had discharging and non-discharging (soil absorption) HSTS were aging and potentially causing public health nuisances. As the terminology of the NPDES permits came into use, illicitly connected or malfunctioning HSTS became known as illicit discharges. By default, as plans were implemented to provide sanitary sewer services to these areas, discharging HSTS were disconnected from the MS4s, and explicit goal of the NPDES.

SECTION 7.4 Public Health Nuisance Abatement Process

The City has made great strides in documenting and analyzing the extent of illicit discharges in the City – the overwhelmingly predominant issue being HSTS. In addressing the health risks to City residents and in keeping pace with the NPDES permit requirements, a thorough, cooperative, multi-faceted approach with Fairfield County and their co-permittees to address these illicit discharges is underway.

FCPH staff has the authority to enforce Ohio Administrative Code 3701-29 (Sewage Treatment Rules) and Ohio Revised Code 3718 for the resolution of illicit discharge determined to be causing a public health nuisance.

FCPH will continue to investigate all public health nuisance complaints related to failed or failing HSTSs reported by normal channels, FCPH website and e-mail as they are received **whether or not the complaints are affecting the MS4**. Any aeration treatment system that fails its observations/inspections will be referred sanitarians to investigate and determine if a public health nuisance exists.

SECTION 8.0 Identifying Aeration Systems Connected to the MS4

During 2014, FCPH staff verified aeration system connections in the MS4 using various investigation methods. They continue to review permit records for notations regarding the discharge point of the aeration system (storm sewer, ditch, stream, waterway, etc.). Sampling results from the Dry Weather Screening of storm sewer outfalls helped with the determination of connections to the MS4 to create a database layer that was mapped using Geographic Information System (GIS) software to meet NPDES requirements. These identified potential connections to MS4s will be routinely checked and this list further refined by FCPH staff as routine aeration treatment system observations and complaint investigations are conducted.

SECTION 9.0 Communication and Outreach

The success of the IDDE plan depends, in part, on communicating it to the stakeholders and the public affected, and on providing the opportunity for community participation and input from various venues. The goal of this communication and outreach is for the community to understand the IDDE plan, why it is required and its purpose, who is responsible for its implementation, when and how it will be implemented, and how it may affect their lives.

FSWCD and the Fairfield County Regional Planning Commission are facilitating a communication and outreach advisory group composed of the public and officials coordinated at a county wide level with all MS4 communities and their partnering or contract agencies. The purpose of this group is to prepare consistent messages and communication strategies for the agencies involved in meeting the requirements of their NPDES Storm Water Permit to use in outreach and educational efforts for the community.

The following is the Communication Planning Tool that will be used to guide our outreach and education efforts.

IDDE Communication Plan

Communication Goal

The City and FCPH will continue to provide education and outreach regarding the operation, maintenance, and discharge of home sewage treatment systems. Citizens and property owners living within the City will have a better understanding of the environmental and public health concerns associated with illicit discharges such as hazardous chemicals and failed Household Sewage Treatment Systems (HSTS) and semi-public sewage treatment systems discharging into a MS4. This understanding will include: the NPDES Storm Water Permit requirements that require specific actions

by homeowners of failing HSTS, including application to the Ohio EPA for new HSTS systems; the scientific facts about the risks associated with failed HSTS; the options available to residents in areas at higher risk for exposure to waterborne pathogens as a result of failing systems to protect their health and the environment; and where citizens can report illicit discharge and failed HSTS.

Communication Objectives

The city, through agreements with FCPH and an MOU with the FSWCD will meet the goal of the communication plan by continuing to develop and maintain resources and activities in the form of written materials for community forums, websites, mailings, brochures, news releases, and displays. The city, FCPH and the FSWCD will make these resources available to partners for use in conjunction with their community outreach and education programs and venues.

Future Communication and Outreach

This communication plan outlines action steps for the general permit. The City intends this Plan to serve as a blueprint for its activities but recognizes that communication plans often require adjustment to deliver effective messages. As such, it intends to review this plan periodically to ensure effective outreach and education. The central hub of the communication plan is an [Pollution Reporting Page IDDE information page](https://fairfieldswcd.org/pollution-reporting/) on the Fairfield Soil and Water Conservation District website: <https://fairfieldswcd.org/pollution-reporting/> ~~at fairfieldswcd.org in partnership with resources from the City and FCPH (myfep.org)~~. This website provides education and information for the public including definitions, background of the problem, areas of concern for public health risks from failing HSTS, tips for homeowners to reduce their risk of disease, maintenance, and plans for addressing these concerns.

Educational brochures, displays, and presentations for property owners and communities will supplement these websites. These educational tools will increase awareness about identifying and reporting illicit discharges, eliminating illicit discharges, and managing private and semi-public sewage treatment systems to minimize environmental and public health risks.

As previously stated, communication planning will continue to evolve with input from the Fairfield County Regional Planning Commission Storm Water Advisory and Education Subcommittee to educate communities and individuals on the implementation of the broader IDDE Plan and other NPDES Permit requirements.

SECTION 10.0 Reporting Illicit Discharges

The IDDE Program benefits from citizen reports regarding spills, illegal dumping, sewage and other observed pollution. Various avenues for reporting are available to the community depending on the material or liquid being discharged. The eCity, FCPH, FCU, FCE and the FSWCD receive reports regarding pollution in storm sewers, ditches and waterways. The corresponding agencies take this information and forward it to the agency responsible. Specific information on agency responsibility can be found below and is published in educational information found on websites and in brochures.

[MS4s are required to report cross-connections from multi-family residential, commercial, or industrial sources, and any illicit discharge caused by leaking or broken sanitary lines within 24 hours of discovery of the source. The IDDE reporting form can be found at this link:](#)

[IDDE_Reporting_Form.docx](#)

Citizens are encouraged to report any water pollution related complaint or concern outside of HSTS and emergency chemical spills to the Ohio EPA. Non-emergencies can also be reported to Ohio EPA Central District Office at 1-800-686-2330.

Questions or concerns regarding the City Storm Water Management Plan should contact the City Engineer at (614)833-2221.

SECTION 10.1 Reporting Chemical Spills and Illegal Dumping into Storm Sewers

The OEPA maintains a task force of responders for complaints of emergency chemical spills into the waters of the state. The toll-free 24/7 hotline is 800-282-9378. More information can be [here: found on the Ohio EPA's website: Spill Hotline - Report a spill, release, or environmental crime | Ohio Environmental Protection Agency](#)

SECTION 10.2 Reporting Sewage in Storm Sewers from Aeration Treatment Systems or Failed HSTS

This pollution source is a priority pollutant for our IDDE program. The city, FCPH, FSWCD, FCU and FCE will receive complaints about sewage found in storm water or storm sewers. If the complainant calls any one of these agencies, the complaint will be forwarded to the FCPH for investigation. Intra-agency referrals from other program staff of non-functioning HSTS will be forwarded to FCPH.

Franklin County Public Health is responsible for addressing pollution reports related to sewage. They can be contacted by calling (614) 525-HSTS (4787).

SECTION 11 Complaint Management, Tracking and Response

Upon receiving sewage-related complaints staff will log the complaint to track it until abated or dismissed. All the activity related to that complaint will be logged and tracked as necessary. Staff will determine the source of the sewage by dye testing or other methods, and work to remove or mitigate the pollution source from the MS4 by education, notice of violations, Board of Health orders, or legal mechanisms through the court system if necessary.

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SUBJECT:

***RESOLUTION 2026-08R, "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER LEASE AGREEMENT WITH THE PICKERINGTON COMMUNITY IMPROVEMENT CORPORATION, RELATIVE TO THE PROPERTY AT 51 E. COLUMBUS STREET," Consent Agenda.**

Attachments

Resolution 2026-08R
Master Lease Agreement

RECORD OF ORDINANCES

Ordinance No. 2026-08R

Passed _____

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**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MASTER LEASE AGREEMENT WITH THE PICKERINGTON
COMMUNITY IMPROVEMENT CORPORATION, RELATIVE TO THE
PROPERTY AT 51 E. COLUMBUS STREET**

WHEREAS, the City owns property at 51 E. Columbus Street, Pickerington, Ohio 43147 ("the Property"); and

WHEREAS, the Pickerington Community Improvement Corporation ("PCIC") is the City's designated agent for economic development pursuant to Section 1724.10 of the Ohio Revised Code; and

WHEREAS, the City and PCIC desire to execute a master lease for the Property to facilitate the subleasing of the Property for economic development purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES, OHIO, A
MAJORITY OF ITS MEMBERS CONCURRING:**

SECTION 1. That the City Manager is hereby authorized to enter into a Master Lease Agreement with the PCIC with respect to the Property.

SECTION 2. This Resolution shall become effective at the earliest period authorized by law.

APPROVED BY: _____
Lee A. Gray, Mayor

DATE OF APPROVAL: _____

EFFECTIVE DATE: _____

ATTEST: _____
Heather Moore, City Clerk

SPONSOR: CONSENT AGENDA

APPROVED AS TO FORM
& LEGALITY OF PURPOSE: _____
Philip K. Hartmann, Law Director

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (this "Lease") is made effective as of May 22, 2026 (the "Effective Date"), by and between the **CITY OF PICKERINGTON, OHIO**, an Ohio municipal corporation, with a mailing address of 100 Lockville Road, Pickerington, Ohio 43147 ("Landlord"), and **PICKERINGTON COMMUNITY IMPROVEMENT CORPORATION**, an Ohio community improvement corporation, with a mailing address of 100 Lockville Road, Pickerington, Ohio 43147 ("Tenant").

1. Premises and Term. Landlord, in consideration of the rents, covenants, terms and conditions hereinafter stipulated to be paid and performed by Tenant, hereby leases to Tenant and the Tenant hereby leases from Landlord the real estate known as 51 E Columbus Street, Pickerington, Ohio 43147, identified as Fairfield County Parcel Number 0410825500, with all improvements and appurtenances thereon, including a building (the "Building") containing approximately 3,600 square feet (the "Premises"), subject to existing easements, covenants, conditions and restrictions of record as described in **EXHIBIT A** (the "Property"), for an initial term of ten (10) years (the "Initial Term"), beginning on the Effective Date. Provided that the Tenant is not in default, Tenant shall have one (1) option to renew this Lease for a term of five (5) years (referred to as the "Extended Term," and together with the Initial Term, collectively referred to as the "Term"). Tenant may exercise the option by providing written notice of intent to renew to Landlord one hundred eighty (180) days prior to the expiration of the Initial Term. Except as expressly provided herein, all the covenants, conditions, and provisions of this Lease shall be applicable to the Extended Term.

2. Base Rent.

(a) Tenant shall pay to Landlord during the Term of this Lease total of \$1.00 base rent ("Base Rent").

(b) If any installment of Base Rent or any other "Additional Rent" (as defined in Section 3, below) is not received by Landlord within five (5) days of the date due, Tenant shall pay to Landlord an additional sum of five percent (5%) of the amount due as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord shall incur by reason of the late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

3. Costs and Expenses.

(a) In addition to the Base Rent, Tenant also covenants to pay and discharge during the Term, when the same will become due, any and all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof (collectively, "Additional Rent," and together with the Base Rent, the "Rent"), and in the event of any failure on the part of Tenant to pay or discharge any of the same, Landlord will have all rights, powers

and remedies provided herein or by law or equity or otherwise in the case of non-payment of the Base Rent.

(b) If Tenant defaults in making any payment required to be made by Tenant when due, or shall default in performing any covenant, term or condition of this Lease which involves the expenditure of money by Tenant, then Landlord may at its option, but shall not be obligated to, make such payment or expend such sums on behalf of Tenant as may be necessary to perform and fulfill such covenant, term or condition, and any and all sums so expended by Landlord, with interest thereon at a rate equal to eighteen percent (18%) per annum from the date of such expenditure, shall be repaid by Tenant to Landlord on demand, but no such payment or expenditure by Landlord shall be deemed a waiver of such default by Landlord.

4. Taxes and Assessments. Tenant shall promptly pay all taxes and assessments which may be levied, assessed, or otherwise imposed by any federal, state, county or local government authority upon the Premises or any part thereof or upon the owner or user thereof, or upon any personal property attached to the Premises or used in connection with the business conducted thereon, or upon the owner, user or operator thereof, and which become due and payable during the period covered by the Term of this Lease. If any assessments are levied, assessed or otherwise imposed upon the Premises or any part thereof during the Term, Landlord may elect to pay such assessments in installments and the Tenant shall pay any installments becoming due and payable during the Term of this Lease. Tenant may, with the consent of Landlord, contest any such tax or assessment, in any manner permitted by law, in the Tenant's name, and whenever necessary in Landlord's name, provided that Tenant indemnify and hold harmless Landlord for and from any and all expenses, costs and liabilities in connection with any such contest. However, notwithstanding such contest, Tenant will pay the contested tax or assessment in the manner and when required by the terms of this Lease, unless enforcement of any lien, tax, imposition or assessment may be stayed by Tenant during such contest by the filing of a bond or the payment of a monetary deposit in court in connection therewith or any other similar action permitted by the local authority having jurisdiction in connection with the foregoing.

5. Utilities. Tenant shall arrange to have all utilities serving the Premises put into Tenant's name and shall promptly pay all charges accruing during the Term of this Lease for water, electricity, gas, power, heating, sanitary service and all other utilities and services.

6. Maintenance; Net Lease. Tenant shall, at its expense, maintain the Premises and all buildings and improvements and appurtenances thereto, both interior and exterior, including all electrical, plumbing, heating, ventilating and air conditioning systems, equipment and fixtures in as good order and condition as at the commencement of this Lease, or as may be put by Landlord or Tenant, reasonable use and ordinary wear and tear excepted; and Tenant shall make any and all repairs, replacements, substitutions and improvements, ordinary or extraordinary, foreseen or unforeseen, and structural or otherwise, necessary for such purpose and to keep all such items in good working order, all at Tenant's expense. Landlord shall not be responsible for making any such repairs or replacements, this being a net lease and the intention of the parties being that the Base Rent to be received by Landlord hereunder shall be free of any expense in connection with the use, ownership, care, maintenance, operation or repair of the Premises or of the building, improvements and

appurtenances located thereon. The Tenant shall be obligated to use and rely upon the Property Management entity selected by the City for management of City owned property.

7. **Alterations.** Tenant shall not commence any construction, improvement, alteration, addition, or installation on the Premises unless and until Landlord has approved the detailed plans and specifications for the same. The costs of any such changes, alterations, improvements, additions, construction and installation shall be at the sole expense of Tenant and shall be done in a good and workmanlike manner. Tenant shall have the right to remove any or all machinery, trade fixtures, furnishings, equipment and exterior signs installed by Tenant at any time and from time to time during the Term of this Lease, whether or not the same shall be deemed to be affixed to the realty; provided, however, that Tenant, if it does remove such items, shall, at its expense, restore the Premises to the same condition in which they were prior to the installation, attachment or placement of such machinery, trade fixtures, furnishings, equipment and exterior signs. Tenant agrees that upon expiration or termination of this Lease, it will, at its own expense, if Landlord shall so request, restore the Premises and all buildings, improvements and appurtenances thereto, to their former condition, ordinary wear and tear and damage by the elements excepted and in good working order.

8. **Insurance.** Tenant shall obtain and keep in full force at the sole cost and expense of Tenant policies of insurance (i) to keep the Premises insured against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy for not less than one hundred percent (100%) of the replacement cost thereof (including foundation and excavation), evidenced by "replacement cost" and "agreed amount" endorsements in the policy, and (ii) maintain comprehensive general public liability insurance covering the legal liability of Tenant against claims for bodily injury, death and/or property damage arising out of the use, maintenance and/or operation of the Premises and all areas appurtenant thereto. All such insurance shall be written by a company or companies acceptable to Landlord.

9. **Damage to Premises.**

(a) If the Premises or any part thereof are damaged or destroyed by fire or other casualty, but are not made "substantially untenable", then Tenant shall promptly commence and diligently proceed to repair and restore the Premises to a condition at least equal to that which existed prior to the date of such fire or other casualty. Tenant shall not proceed to make such repairs without Landlord's prior approval and shall only engage contractors approved by Landlord. Base Rent shall abate in proportion to the extent of the damage or destruction from the date of such fire or other casualty until the earlier to occur of (i) the completion of the repair or restoration, or (ii) such time as Tenant is able to fully utilize the Premises. For the purpose of this Section, the term "substantially untenable" shall describe a situation in which fifty (50%) or more of the Premises is rendered untenable or a situation in which the Building is so damaged or destroyed that the Premises cannot be used by Tenant in substantially the same manner as before the fire or other casualty.

(b) If the Premises are made substantially untenable by fire or other casualty, then Landlord shall, no later than thirty (30) days following the casualty, notify Tenant in writing stating Landlord's good faith estimate of the time required to substantially complete the repair, rebuilding and restoration of the Premises (said notice is hereinafter referred to as the "Estimate

Notice"). If the time set forth in the Estimate Notice exceeds ninety (90) days from the date the Estimate Notice is given, Landlord or Tenant may elect, by written notice to the other, to terminate this Lease. If either party fails to exercise such right to terminate this Lease, or if the Estimate Notice indicates that the repair, rebuilding and restoration can be substantially completed within ninety (90) days, this Lease shall remain in full force and effect, Tenant shall proceed with due diligence to repair, rebuild and restore the Premises, and all Base Rent will abate from the date of such fire or other casualty until the earlier to occur of (i) the completion of the repair or restoration or (ii) such time as Tenant is able to fully utilize the Premises. Tenant shall not proceed with any such repair, rebuilding or restoration without Landlord's prior approval and shall only engage contractors approved by Landlord.

(c) Proceeds available under the insurance policies to be maintained by Tenant as a result of any damage or destruction to the Premises shall be made available to Tenant to the extent necessary to repair and restore the Premises. All other insurance proceeds, which shall include all proceeds payable thereunder if this Lease is terminated, shall be paid to Landlord. Landlord shall have the right to negotiate and settle all claims with the insurance companies arising as a result of any damage or destruction to the Premises, and Tenant shall not accept any settlements from the insurance companies without Landlord's prior consent.

10. Condemnation.

(a) In the event of a taking of the whole of the Premises as the result of the exercise of any power of eminent domain or condemnation or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such a taking, this Lease shall terminate automatically as of the date when Tenant is required to surrender possession of the Premises. Prior to Tenant's surrender of possession, Tenant shall continue to pay Base Rent and other charges due under this Lease to the person, corporation or government unit having title to the property at the time when such payments are due, or to Landlord, according to the terms of the taking.

(b) In the event of a taking of less than the whole of the Premises as a result of the exercise of any power of eminent domain or condemnation, or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such taking, the Base Rent under this Lease shall be reduced in proportion to the value of the property taken for the period subsequent to the date of such taking or transfer, or if as a result of the taking the part of the Premises remaining is insufficient in Landlord's reasonable judgment to enable Tenant to reasonably conduct its business thereon, Tenant shall have the option to terminate this Lease as of the date of such taking or transfer by written notice to Landlord.

11. Use of Premises; Compliance with Laws. Tenant shall not commit or suffer any waste on the Premises nor use the Premises for any unlawful purpose. Tenant shall at its sole expense comply with all laws, regulations, ordinances, policies and orders of any federal, state or local governmental body relating to the Premises, or the ownership, use, occupation or operation of the Premises, including but not limited to (i) those relating to the correction, prevention and abatement of nuisances in, upon or about the Premises and (ii) "Environmental Laws" (as defined below).

12. Assignment and Subletting. Except as specifically provided in this Section, Tenant shall not assign, pledge, mortgage or otherwise encumber this Lease, nor sublet the Premises or any part thereof without the prior written consent of Landlord. In the event Tenant should assign this Lease or sublet the Premises, the assignee or sublessee shall become subject to and perform all the terms, covenants and conditions of this Lease to be kept and performed by Tenant. Any purported assignment or subletting without Landlord's prior written consent (except as specifically provided in this Section) shall be void. No assignment of this Lease or subletting of the Premises shall release Tenant from liability under this Lease, and Tenant shall at all times remain liable to Landlord for payment of the Base Rent and for performance of all the terms, covenants and conditions of this Lease. The foregoing notwithstanding, Landlord hereby consents to the Triple Net Commercial Sublease Agreement between Tenant and **HAMBO 2 LLC**, an Ohio limited liability company (the "Sublease") provided the Sublease is substantially in the form attached hereto as **EXHIBIT B**.

13. Remedies on Default.

(a) If any installment of Base Rent, or any advancement made by Landlord under Section 4, shall remain unpaid for ten (10) days after the same becomes due; or if Tenant shall fail to keep and perform any of the terms, covenants or conditions of this Lease to be kept and performed by it and such default continues for twenty (20) days after Landlord gives Tenant written notice of default; or if Tenant's interest in the Premises shall be sold under execution, attachment or other legal process; or if proceedings in bankruptcy shall be instituted by Tenant; or if proceedings in bankruptcy shall be instituted against Tenant and such proceedings shall not have been dismissed within sixty (60) days of the filing thereof; or Tenant shall make an assignment for the benefit of creditors; or if Tenant shall be subjected to a receivership; then Landlord, in any such event and without notice, shall have the right to: (i) declare the Lease terminated and to reenter and take possession of the Premises and remove all persons therefrom, whereupon Tenant shall have no further claim thereon or hereunder; (ii) without declaring this Lease terminated, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to remove all persons therefrom and to collect any Rent which has become payable, or which may thereafter become payable; (iii) even though Landlord may have reentered the Premises pursuant to the foregoing subparagraph (ii), to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises; and (iv) in the event of any re-entry or taking possession of the Premises by Landlord, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse at the expense and risk of the Tenant.

(b) Should Landlord have reentered the Premises under the provisions of subparagraph (a)(ii) above, Landlord shall not be deemed to have terminated this Lease, the liability of Tenant to pay any Rent thereafter accruing, or Tenant's liability for damages under any provisions of the Lease, by any such reentry or by any action to obtain possession of the Premises, unless Landlord has notified Tenant in writing that it has so elected to terminate this Lease.

(c) In any case of Landlord's reentry or repossession of the Premises, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to accrued liabilities) for the difference between (i) the sum of all Rent which would have been payable through the date this Lease would have expired had such reentry or repossession

not occurred, together with any and all expenses to which Landlord may be put in retaking possession, removing any personal property left on the Premises, repairing any damage to the Premises for which Lessee is responsible or otherwise curing any default of Tenant, readying the Premises for another tenant or tenants (including the cost of any alterations) and reletting the Premises (including but not limited to brokerage commissions); and (ii) the rental received by the Landlord as a consequence of any reletting.

(d) In the event of termination of the Lease, Landlord shall be entitled to recover from Tenant (i) all costs and expenses of reentry and repossession, repair and reletting described in paragraph (c) above and (ii) as liquidated damages (and not as a penalty), a sum equal to the present worth of the excess, if any, of the Rent reserved in this Lease for the remainder of the Term over the aggregate of the then reasonable rental value of the Premises for the remainder of the Term, discounted at a rate equal to the U.S. Treasury Bill rate for the bill or bond equivalent to the balance of the Term at the time of default.

(e) Landlord's rights and remedies hereunder shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

14. Quiet Enjoyment. Landlord covenants and agrees with Tenant that Tenant, having paid the Rent and observed and kept the terms, covenants and conditions of this Lease on its part to be paid, observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Premises without any let, hindrance, ejection or molestation by Landlord or any person or persons lawfully claiming under it.

15. Personal Property on Premises; Risk of Damage. Tenant agrees that all personal property of every kind or description, including inventory and trade fixtures, which may at any time be in the Premises shall be at Tenant's sole risk, or at the risk of those claiming by, through or under Tenant, and Landlord shall not be liable for, and shall be held harmless by Tenant against, all claims, losses, liability, and expenses for any damage to said property or for any loss suffered by the business or property of Tenant arising from bursting, overflowing or leaking of water or sewer pipes or condensate lines from the heating or plumbing fixtures or equipment, or from the electric wiring or from gas, fumes or odors or caused in any manner.

16. Condition of Premises Initially and Upon Surrender. Tenant acknowledges that the Premises are being leased on an "as is" basis, that Landlord is not required to make any alterations or improvements to the Premises and that Tenant is relying solely upon its own investigations with regard to the condition of the Premises. Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in at least a condition equivalent to the condition of the Premises at the commencement of the Term, as improved during the Term, ordinary wear and tear excepted, and in good working condition without notice from Landlord, all such notice being waived. Notwithstanding the foregoing, if Tenant shall hold over, such holdover shall be deemed to constitute only a month-to-month holdover tenancy upon all of the same terms as existed immediately prior to the termination or expiration, except that monthly Base Rent shall be an amount equal to one and one-half times the monthly Base Rent due the month preceding the termination or expiration.

17. **Notices.** All notices and other communications required to be given or which may be given in connection with this Lease shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, or (c) personal delivery with receipt acknowledged in writing, directed to the applicable party at its address specified in the first paragraph of this Lease. Any notice so sent by certified or registered mail shall be deemed given on the date of receipt or refusal as indicated on the return receipt. All other notices shall be deemed given when actually received or refused by the party to whom the same is directed. A notice may be given either by a party or by such party's attorney. Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

18. **Amendment.** This Lease may not be modified except by instrument in writing signed by Landlord and Tenant.

19. **Memorandum.** Upon request by Landlord in its sole discretion, Tenant shall execute a memorandum of lease which may be recorded with the Fairfield County Recorder's Office. The cost of preparation and recording of the memorandum of lease shall be borne by Tenant.

20. **Complete Understanding; Governing Law.** This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. This Lease shall be governed by the laws of the State of Ohio, without regard to any conflicts of law provisions.

21. **Severability.** No determination by any court, governmental body or otherwise that any provision of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

22. **Attornment.** If the interest of Landlord shall be transferred to and owned by any party other than Landlord, including but not limited to a mortgagee by reason of foreclosure or other proceedings brought by a mortgagee (the "Purchaser"), or by any other manner, and the Purchaser succeeds to the interest of Landlord under this Lease, Tenant shall be bound to the Purchaser, and Purchaser shall be bound to Tenant under all of the terms, covenants and conditions of this Lease for the balance of the Term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor afforded to the Tenant with the same force and effect as if the Purchaser were the Landlord, and the Tenant does hereby attorn to the Purchaser as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of a party hereto immediately upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of the Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as now set forth in this Lease.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date.

LANDLORD:

TENANT:

THE CITY OF PICKERINGTON, OHIO,
an Ohio municipal corporation

PICKERINGTON COMMUNITY
IMPROVEMENT CORPORATION,
an Ohio community improvement
corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of the City of Pickerington, Ohio, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

STATE OF OHIO)
)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of Pickerington Community Improvement Corporation, an Ohio community improvement corporation, on behalf of the corporation.

Notary Public
My commission expires _____

EXHIBIT A
PROPERTY

EXHIBIT B
FORM OF SUBLEASE
(TO BE ATTACHED)

0127196.0719945 4916-9290-7172v2

SUBJECT:

ORDINANCE 2026-13, "AN ORDINANCE APPROVING AN AMENDMENT TO THE FINAL PLAT FOR PICKERINGTON SQUARE (GIANT EAGLE), LOCATED AT 839-873 HILL ROAD NORTH," **Final Reading**, Service Committee.

Attachments

Ordinance 2026-13

Exhibit A

Staff Report

RECORD OF ORDINANCES

Ordinance No. 2026-13

Passed

20

AN ORDINANCE APPROVING AN AMENDMENT TO THE FINAL PLAT FOR PICKERINGTON SQUARE (GIANT EAGLE), LOCATED AT 839-873 HILL ROAD NORTH

WHEREAS, the Planning and Zoning Commission and City Council previously approved a Final Plat for this location but the applicant requested a revision to that final plat to accommodate a lot split; and

WHEREAS, the Planning and Zoning Commission reviewed the proposed Amended Final Plat for Pickerington Square (Giant Eagle) and recommended approval at its April 14, 2026 meeting, subject to 2 conditions; and

WHEREAS, the City Service Committee reviewed the Final Plat on April 22, 2026, and moved to forward it with a positive recommendation to Council for approval, subject to the 2 conditions set forth by the Planning and Zoning Commission, attached and incorporated herein as "Exhibit A."

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING

SECTION 1: City Council hereby approves the application for a Final Plat amendment for Pickerington Square (Giant Eagle).

SECTION 2: This Ordinance shall be effective on the earliest date provided by law.

APPROVED BY: _____
Lee A. Gray, Mayor

DATE OF APPROVAL: _____

EFFECTIVE DATE: _____

ATTEST: _____
Heather Moore, City Clerk

SPONSOR: **SERVICE COMMITTEE**

APPROVED AS TO FORM
& LEGALITY OF PURPOSE: _____
Philip K. Hartmann, Law Director

ORDINANCE NO.: 2026-13

EXHIBIT "A"

1. That a dedicated plat and legal description shall be prepared for the City to accept.
2. That a metes and bounds legal description of the split parcel shall be prepared and submitted for review.



CITY OF PICKERINGTON

PLANNING AND ZONING COMMISSION INDIVIDUAL AGENDA ITEM REPORT

Date of Report: March 4, 2026

Agenda Item: 5A

File Number: FPT 26-01

Applicant: Bret Ingle
CRI Pickerington Sq LLC
250 Civic Center Dr Ste 500
Columbus, Ohio 43215

Type of Request: A public hearing and review and request for a motion to amend a Final Plat for Pickerington Square (Giant Eagle) for an outparcel lot spilt.

Location: 839-873 Hill Road North

Site Description:

Tract Size:	Approximately 1.031 acres
Frontage:	Approximately 340.14-ft. on Hill Road North
Topography:	Relatively flat
Existing Dvlmp.	Commercial Strip

Current Zoning: C3 – Community Commercial

Surrounding Zoning and Land Use:

Direction	Zoning	Land Use
North	C3 – Community Commercial	Commercial Uses
South	R1 – Residential District	Single-Family Violet Township
East	R1 – Residential District	Single-Family Violet Township
West	C3 – Community Commercial	Commercial Uses

In accordance with the Following:

A. Comprehensive Plan:	The proposed land use shall comply with the Comprehensive Plan
B. Growth Management Plan:	The proposed land use shall comply with the Growth Management Plan
C. Nonresidential Design Standards:	N/A
D. Olde Pickerington Village District:	N/A
E. Parks and Recreation Master Plan:	N/A
F. Thoroughfare Plan:	Hill Road North and Refugee Road
G. Access Management Plan:	Access is provided from Hill Road North and from Refugee Road
H. Sidewalks:	Provided on Hill Road North and on a portion of Refugee Road
I. Sanitary Service Area:	N/A
J. Sanitary Reimbursement Ordinance:	N/A
K. Water Service:	City of Pickerington
L. Stormwater Service:	City of Pickerington
M. 100-Year Flood Plain Compliance:	Not within the 100-year flood plain
N. Tree Preservation Ordinance:	N/A
O. Impact Fees	N/A

Staff Report:

Zoning History

- Planning and Zoning Commission approved Certificate of Appropriateness for Site Plan on February 8, 2005
- Planning and Zoning Commission approved Certificate of Appropriateness for Site Plan/Building Materials in March of 2005.
- Planning and Zoning Commission approved Conditional Use Permits for a pharmacy and bank drive thru in February 2005.
- Board of Zoning Appeals approved several setback variances in March 2005.
- Planning and Zoning Commission approved Comprehensive Sign Plan on February 14, 2006.
- Planning and Zoning Commission approved Certificate of Appropriateness for Commercial Design Guidelines on June 12, 2007.
- Planning and Zoning Commission approved a Conditional Use Permit for Outdoor Service Facilities on April 13, 2010.
- Planning and Zoning Commission approved Comprehensive Sign Plan for wall and ground signage for Valvoline Instant Oil on June 2011

Final Plat Review Projected Time Schedule

- Planning and Zoning Commission Public Hearing – April 14, 2026
- Service Committee – April 22, 2026
- City Council Public Hearing/First Reading – May 5, 2026
- City Council Second Reading – May 19, 2026
- City Council Third Reading – June 2, 2026
- Effective Date – June 1, 2026

Proposed Use

The developer is proposing to split 1.031 acres of land from the 10.171 acres of land (Giant Eagle). Final plat application was triggered based on Chapter 1252.02 that states “No changes, erasures, modifications, or revisions shall be made in any plat of a subdivision after approval has been given by the Planning and Zoning Commission, and endorsed in writing on the plat, unless such plat is first resubmitted to the Commission”.

Analysis

The revision of plat after approval will allow the applicant to construct a drive-thru restaurant (Jaggers) on a 1.031 acre outparcel that would front Hill Road North. The new drive-thru would be located just south of Popeyes and east of Giant Eagle.

Access Management Plan

- The City of Pickerington Access Management Plan shows the existing commercial access point on Hill Road North Road and Refugee Road.

Building and Parking Setbacks

The subject parcel is zoned C3 Community Commercial

- The building and parking setbacks as outlined in Chapter 1290.02 (C)(1-4) of the City of Pickerington Zoning Code.
 - Details of the building and parking setback will be provided at Certificate of Appropriateness (COA) application process.

Parking Requirements

- The site would have to comply with Chapter 1290.06(c).

Buffering

- The site would have to comply with Chapter 1300.08.

Site Lighting

- The site would have to comply with Chapter 1300.09.

Staff Recommendation:

The Zoning Code would support Planning and Zoning Commission consideration of the final plat for a lot split for Pickerington Square that complies with the minimum zoning code requirements and the following conditions:

1. That a dedicated plat and legal description shall be prepared for City to accept.
2. That a metes and bounds legal description of the split parcel shall be prepared and submitted for review.

Department Reports:

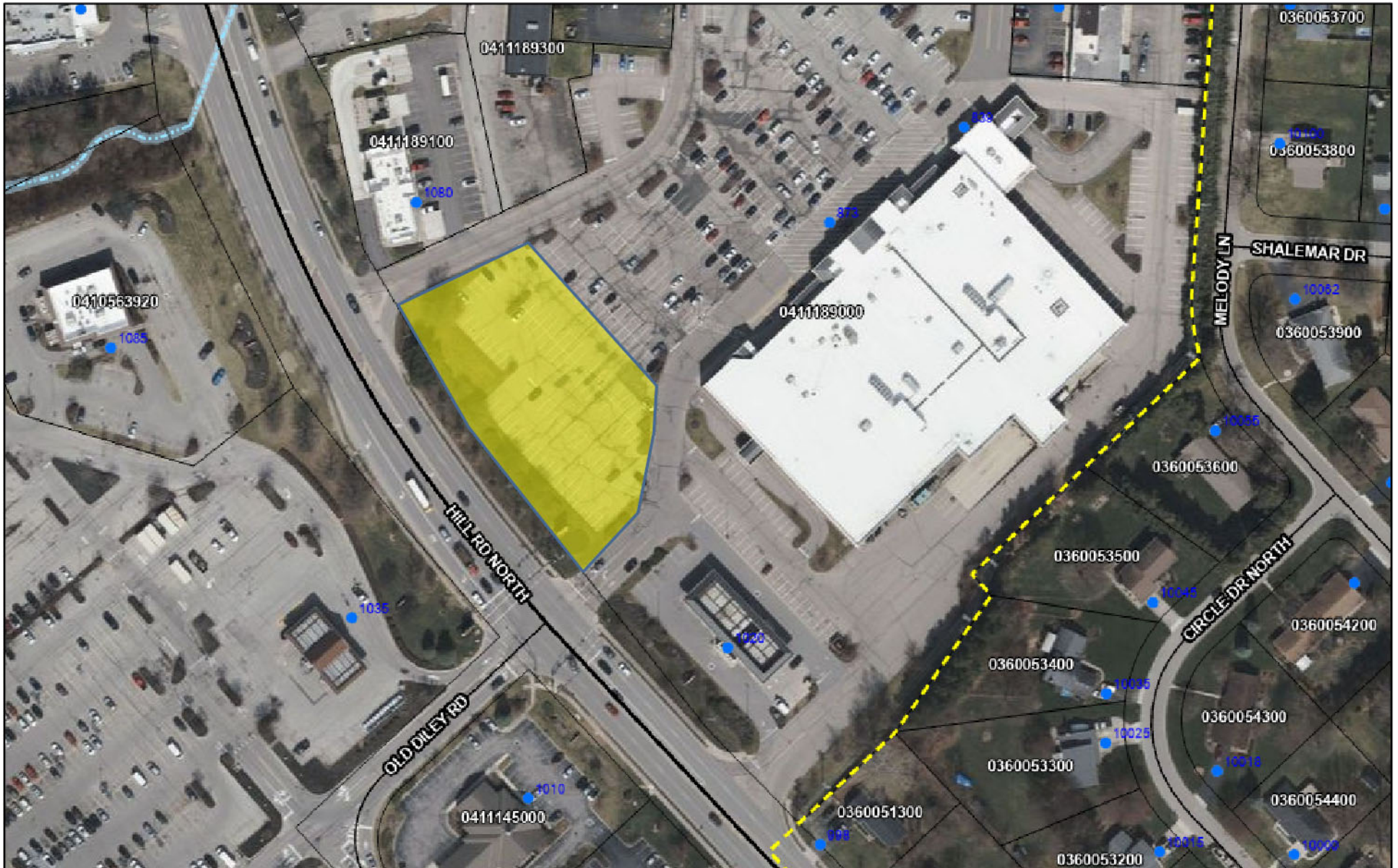
- City Engineer See attached memo

Additional Comments:

- None

Prepared by:  _____, Planning and Zoning Director
Clement Chukwu

Jaggers Rest Aerial



4/10/2026, 11:24:27 AM

Addresses

- Fairfield County Address
- ▭ Corporation Boundaries

Roads

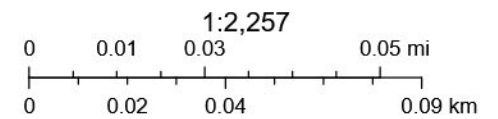
- ▬ State Routes
- ▬ Township Roads

▬ Municipal Roads

- ▭ Parcel Boundaries
- ▭ County Boundary

▭ River Polygons

▬ Streams



© OpenStreetMap (and) contributors, CC-BY-SA

REPLAT OF LOT 1 OF PICKERINGTON SQUARE

Situated in the State of Ohio, County of Fairfield, City of Pickerington, and in Sections 4 and 5, Township 15, Range 20, Congress Lands, containing 11.202 acres of land, more or less, said 11.202 acres being all of Lot 1 of the subdivision entitled "Pickerington Square", of record in Plat Cabinet 3, Slot 21, said Lot 1 being conveyed to CRI PICKERINGTON SQUARE, LLC by deed of record in Official Record 1695, Page 1495, Recorder's Office, Fairfield County, Ohio.

The undersigned, CRI PICKERINGTON SQUARE LLC, an Ohio limited liability company, by CRI HOLDINGS, INC., an Ohio corporation, its Manager, by WILLIAM J. RIAT, Vice President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "REPLAT OF LOT 1 OF PICKERINGTON SQUARE", a subdivision containing Lots numbered 7 and 8, does hereby accept this plat of same.

In Witness Whereof, WILLIAM J. RIAT, Vice President of CRI HOLDINGS, INC., Manager of CRI PICKERINGTON SQUARE, LLC, has hereunto set his hand this ____ day of ____, 20__.

CRI PICKERINGTON SQUARE, LLC, an Ohio limited liability company
By: CRI HOLDINGS, INC., an Ohio corporation, its Manager

By: WILLIAM J. RIAT, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared WILLIAM J. RIAT, Vice President of CRI HOLDINGS, INC., Manager of CRI PICKERINGTON SQUARE, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said CRI PICKERINGTON SQUARE, LLC, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of ____, 20__.

My commission expires _____
Notary Public, _____ State of Ohio

Approved this ____ day of _____,
20__ _____
Director of Planning and Zoning,
Pickerington, Ohio

Approved this ____ day of _____,
20__ _____
City Engineer, Pickerington, Ohio

Approved this ____ day of _____,
20__ _____
City Manager, Pickerington, Ohio

Approved and accepted this ____ day of _____,
_____, 20____, by Ordinance No. _____ by the Council
for the City of Pickerington, Ohio.

Municipal Clerk, Pickerington, Ohio

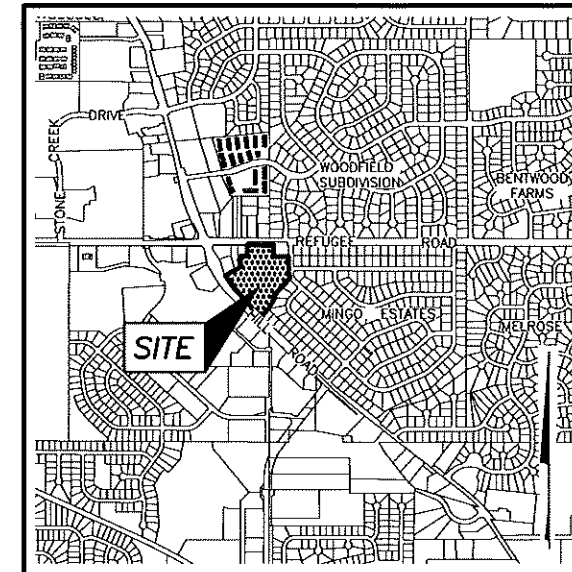
I hereby certify that the land
described by this plat was transferred on
_____, 20____,

Fairfield County Auditor

I hereby certify that this plat was filed for
recording on _____, 20____, and that
it was recorded on _____, 20____ in
Plat Cabinet _____, Slot _____
plat records of Fairfield County, Ohio.

Fairfield County Recorder

Fee \$ _____



LOCATION MAP AND BACKGROUND DRAWING
NTS

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the same meridian as the centerline of Refugee Road (South 89° 55' 56" East), as shown of record in Deed Book 440, Page 56, Recorder's Office, Fairfield County, Ohio.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Fairfield County, Ohio.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY



Evans, Mechwart, Hornblower & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.2648
emht.com

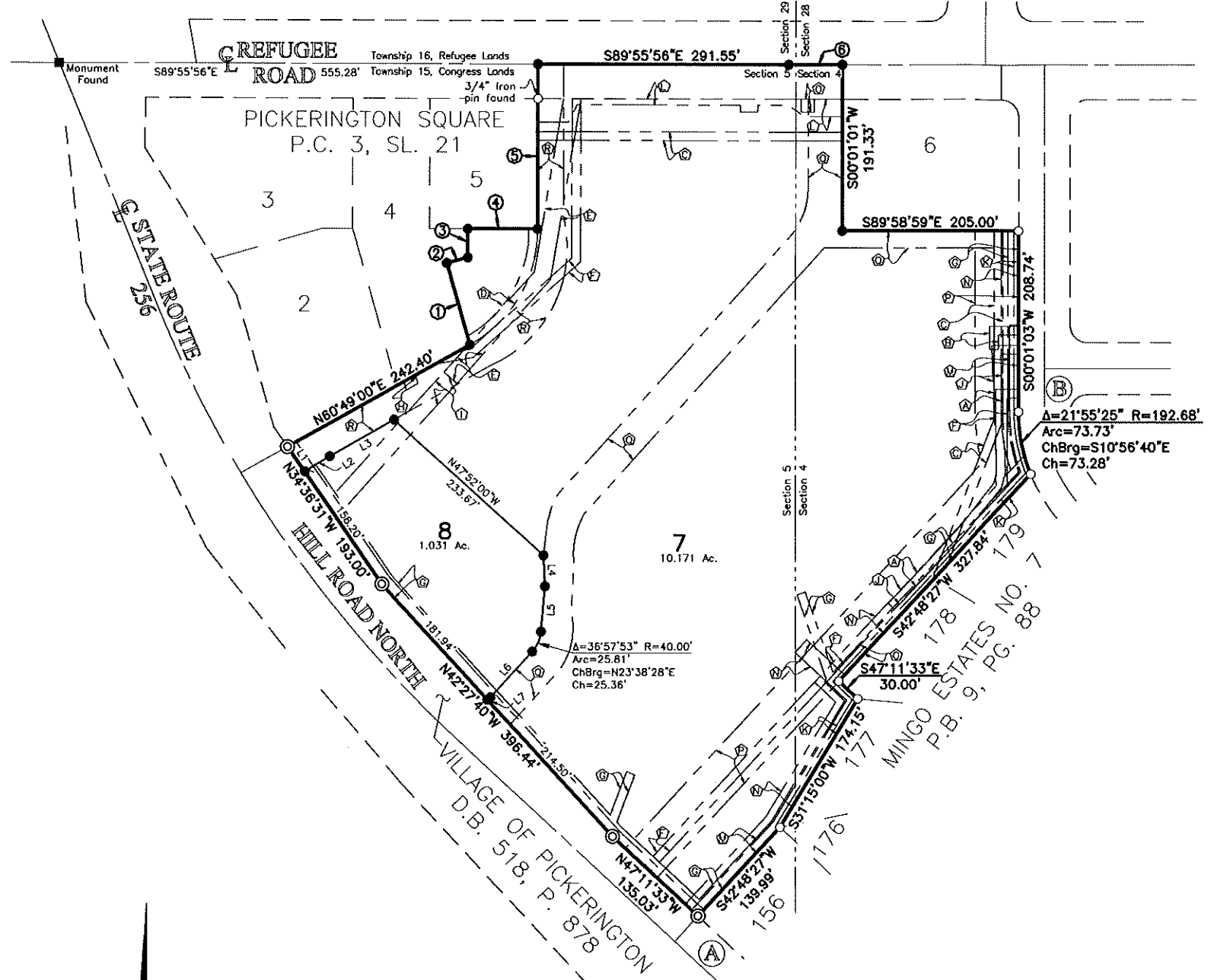
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By _____
Professional Surveyor No. 7865 _____ Date _____

U:\20260053\0053\046\RIETS\PLAT\20260053-05-PLAT.DWG plotted by KIRK, MATTHEW on 2/19/2026 11:35:08 AM last saved by JMASTON on 2/19/2026 11:35:31 AM
 Name: 20260053-05-PLAT.DWG & 20260053-LOT 1.DWG

REPLAT OF LOT 1 OF PICKERINGTON SQUARE



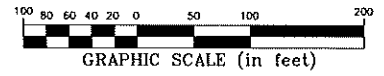
NOTE "A": At the time of platting, all of the land hereby being platted as Replat of Lot 1 of Pickerington Square is in Zone X (Areas determined to be outside of the 0.2% annual chance floodplain) as designated and delineated on the FEMA Flood Insurance Map Fairfield County, map number 39045C0020H, with an effective date of April 25, 2024.

NOTE "B": The purpose of this plat is to show certain property, rights of way, and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "C": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Replat of Lot 1 of Pickerington Square or any part thereof can be acquired by a competent examination of the then current public records, including those in the Fairfield County Recorder's Office.

J:\20260053\DWG\CASHIETS\PLAT_20260053-VS-PLAT.DWG created by MASTON, JOHN on 2/19/2026 1:56:36 PM last saved by MASTON, JOHN on 2/19/2026 1:55:58 PM
 Xrefs: 20150897-VS-PLAT.DWG & 20260053-DT_SPLT.DWG

SCALE: 1" = 100'



LINE	BEARING	DISTANCE
L1	S34°37'02"E	34.80'
L2	S58°19'38"W	33.84'
L3	S60°40'14"W	86.35'
L4	N02°51'26"W	36.09'
L5	N05°09'32"E	52.78'
L6	N42°07'25"E	71.56'
L7	N51°43'01"E	4.55'

- ① N15°50'55"W 98.01'
 - ② N75°14'54"E 24.97'
 - ③ N00°04'02"E 33.12'
 - ④ S89°55'58"E 80.76'
 - ⑤ N00°04'02"E 190.00'
 - ⑥ S89°58'57"E 62.18'
- (A) STATE ROUTE 256**
 P.B. 9, P. 88
(B) MELODY LANE N.W. 60'
 P.B. 9, P. 88

- Ⓐ Existing Easement D.B. 1314, P. 2258
- Ⓑ Existing Easement D.B. 552, P. 641
- Ⓒ Existing Easement D.B. 555, P. 515
- Ⓓ Existing Easement D.B. 550, P. 846
- Ⓔ Existing Easement D.B. 568, P. 551
- Ⓕ Existing Easement D.B. 502, P. 610
- Ⓖ Existing Easement D.B. 1428, P. 1879
- Ⓗ Existing Easement D.B. 581, P. 840
- Ⓘ Existing Easement D.B. 440, P. 51
- Ⓚ Existing Easement D.B. 1314, P. 2258
- Ⓛ Existing Easement D.B. 534, P. 915
- Ⓜ Existing Easement O.R. 1758, P. 2096
- Ⓨ Existing Easement D.B. 557, P. 362
- Ⓩ Existing Easement D.B. 557, P. 365
- ⓐ Existing Easement D.B. 445, P. 229
- ⓑ Existing Easement O.R. 1758, P. 2091
- ⓓ Existing Easement O.R. 1751, P. 1827
- ⓔ Existing Easement O.R. 1695, P. 1499
- ⓕ Existing Easement O.R. 1695, P. 1515
- ⓖ Existing Easement I.N. 202500003429