



City Council Meeting Agenda

Tuesday, May 10, 2022

6:00 PM

- 1) Call to Order**
- 2) Roll Call of Members**
- 3) Pledge of Allegiance**
- 4) Presentations/Special Guests**
- 5) Public Comments (Speaker Slip Required)**
- 6) President's Report**
- 7) City Attorney Report**
- 8) Auditor's Report**
- 9) Administrative Update:**
 - A) Service Department Update - Andy Bashore**
 - B) Police Department Update - Interim Chief Gough**
 - C) Recreation and Parks Update - Mike Price**
 - D) Finance Department Update - Beecher Hale**
 - E) Mayor's Update**
 - i) Proclamation for Light Ohio Blue Week**
- 10) Consent Agenda: (No Speaker Slip Required)**
 - A) Meeting Minutes - 04/26/22 City Council Meeting**
 - B) Ordinance 10-22 to establish the rate for the Police Administrative assistant at \$32.72 per Hour effective March 21, 2022 introduced by Monique Lampke on April 12, 2022**
 - C) Ordinance 15-22 to amend Sections 474.07 Safe Riding Regulations for Bicycles; Section 474.08 Parking; Locks; Section 474.12 Operation of Minibikes, Scooters, Etc. on Sidewalks, Park and School Grounds; and Section 474.13 Bicycle License Required introduced by Sam Marcellino on April 12, 2022.**
 - D) Resolution 3-22 confirming the Mayor's appointment of Kathleen Gravelle to the Board of Health introduced by Jen Robinson on April 12, 2022.**

11) Third Readings: (No Speaker Slip Required)

- A) Ordinance 11-22 to provide for designated off-leash areas within Schneider Park introduced by Sam Marcellino on April 12, 2022.
- B) Ordinance 13-22 to amend 1226.18 Appeals to the Board of Zoning and Planning, in order to specify the applicant as the appellant in certain instances introduced by Matt Klingler on April 12, 2022
- C) 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

12) Second Readings: (Speaker Slip Required)

- A) Ordinance 17-22 to amend Section 824.03 License Fee; Effective Period, in order to eliminate Garage and Yard Sale license fees, introduced by Monique Lampke on April 26, 2022.

13) First Readings: (Speaker Slip Required)

- A) Ordinance 18-22 granting the donation of an Easement consisting of a certain strip of land twenty (20) feet in width, the centerline being the facilities as installed, as further described in Ordinance Number 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00) for electric and other current/future energy or communication purposes to American Electric Power. Introduced by Lori Ann Feibel on May 10, 2022.
- B) Ordinance 19-22 to amend 1226.19 Appeals to Council, in order to specify an appeals timeline based upon the date of receipt of a written decision and posting of written decision to website; to provide for City Council's ability to decline jurisdiction based upon conflicts of interest or for other cause; to provide for the suspension of active permits pertaining to those parts of an application that are under appeal; and to accommodate additional procedural improvements. Introduced by Matt Klingler on May 10, 2022.
- C) Ordinance 20-22 to approve the proposed Joint Livingston Avenue Plan introduced by Jen Robinson on May 10, 2022.

14) Tabled Ordinances:

- A) 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)
- B) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)

15) Finance Committee - Monique Lampke, Chair

16) Safety and Health Committee - Sam Marcellino, Chair

17) Zoning and Development Committee - Matt Klingler, Chair

18) Recreation and Parks Committee - Jessica Saad, Chair

- 19) Strategic Committee - Jen Robinson, Chair**
- 20) Service and Environmental Committee - Lori Ann Feibel, Chair**
- 21) Public Comments (No Speaker Slip Required)**
- 22) 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



Service Department Update

Service Director

Andy Bashore

May 10 th, 2022

Street Department:

The crews are working on asphalt patches and pothole repairs. This past week crews started on concrete work in various locations, which includes sidewalk and curb work.

Water and Sewer Department:

The Water/Sewer crew continues to clean and video the main lines. The crews finished the valve turning project and starting to repair valves that are faulty.

Urban Forestry/Grounds Maintenance:

The tree crews are working on tree pruning and inspections at Jeffery Mansion this week. The grounds crews are finishing up mulching and cleaning out the city owned beds. The crew is also still working on stump removals.

Drexel Project

Drexel-Main to Broad-Preliminary work is complete. The water main, storm, and sanitary work is underway. The project will include water line replacement, storm line improvements, and asphalt resurfacing. This is a joint project between the City and ODOT.

2022 Street Project-

The streets have been evaluated for the annual street project. The project contract has been awarded to Decker Construction and the project should start in mid-June.

2022 Grandon Water line/Street Project

This an OPWC project and the project will go out to bid in early June. The project should start in late summer.

2021-2022 Sewer Lining Project

The 2021 lining project is complete.

The 2022 lining project will go out for bid in mid-May- (Chelsea/Grandon) this will be OPWC work.

The phase 2 lining project will be go out for bid in mid-June.

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 will be marked in the next couple of weeks and the project will be put out to bid in late June.

The 2021 project is complete. The project area was in the central area of the City and is roughly between Cassady to Remington.

Service Dept. Highlights

- A small set of stairs were poured in front of the Montrose school for the food pantry box.
- Three bike repair stations were installed at the three Bexley schools. A fourth repair station will be installed at the pool next week.
- The traffic engineer is working on an enhanced safety plan for the College Ave. crosswalks.
- The Drexel Ave. sewer relining is complete.
- Nine trees have been planted on Gould and twenty-five will be planted on Charles.
- City street lights are being evaluated and replaced as needed.
- The Service Dept. will be starting an alley clean up in the next couple of weeks.
- 16 bike racks have been installed throughout the city.
- Work on the dog park will be starting this summer, currently in the process of selecting a fence contractor.
- The street sweeper has been out and has already made four trips around the city.
- Fire hydrants were recently evaluated for their appearance and 75 hydrants have been painted throughout the city.



Council Update – Interim Chief of Police

May 10, 2022

We have narrowed a list of potential new hires to five applicants and are actively working to complete backgrounds. Hiring is extremely competitive in Franklin County with many agencies including Columbus PD and most Central Ohio agencies accepting lateral applicants. We hope to have the backgrounds completed by the end of the month.

Officer Chapman and volunteers worked the DEA Drug Take Back April 30th and took in over 110 Lbs. for destruction.

On May 4th and May 5th, it was an honor to have Robert Meader present Legal Updates to Bexley Police and Capital University Police. Mr. Meader is a U.S. Air Force veteran, retired Columbus Police Officer as well as a practicing attorney. Twenty-six BPD officers were in attendance.



Legal Update, May 5, 2022

Members of our Bexley Police Department Honor Guard – Sgt Otte, Ofc. Chapman, Ofc Glick, Ofc McCollam and Det. Briley – participated in The 34th Ohio Peace Officers Memorial Ceremony, held at the Ohio Peace Officer Training Academy in London on May 5th. This year was to pay tribute to 5 Ohio Peace officers lost in the line of duty last year and to honor and thank all 814 Ohio Peace Officers who have sacrificed their lives since 1823. Our Honor Guard will also participate at our Memorial Day event on May 30th at 11:00am (Drexel Circle).

National Police Week will be observed from May 11–17. In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962,

National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

May is National Stop the Bleed Month and a resident and Trauma Medical Director for Mount Carmel Health, Dr. Victor Dizon, donated “Stop the Bleed Kits” for all the patrol officers and Patrol Sergeants. This will be added to our continuing training curriculum for CPR/First Aid.

The department will participate in “The Ride of Silence” on May 18th. This event is part of an international movement to honor cyclists injured or killed on public roadways and to raise awareness that cyclists have a legal right to public roadways.

This ride is a short, slow and silent procession through Downtown Columbus and the Short North.

Statistics:

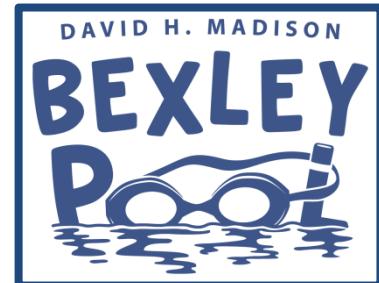
Start Date	End Date	Number of Days	Calls for Service	Incident & Offense Reports	Arrest Reports	Crash Reports	Total Reports	Theft	Motor Vehicle Theft	Burglary/ B&E	Robbery
1/1/2022	5/4/2022	124	4272	300	132	51	483	64	8	17	0
1/1/2021	5/4/2021	124	3990	411	148	66	625	73	8	13	5
5/5/2021	5/4/2022	365	12776	1,038	452	213	1,703	301	29	74	6
5/5/2020	5/4/2021	365	11093	1,118	378	194	1,690	300	25	78	11

Recreation Board Meeting:

- The Recreation Board met on Wed., May 4th at 5:30p at City Hall.
 - The board approved a landscape plan for the Jeffrey Mansion driveway and circle as well as an area on the southwest corner of the retaining wall and a bed along Clifton Ave.
 - The board approved an increase in the sponsored non-resident membership max from 50 to 75 memberships.
 - The board welcomed new members Tim Bezbatchenko and Aly DeAngelo.

David H. Madison Community Pool – Early Bird Membership:

- The early bird membership deadline was May 1st. The early bird memberships sold was the most since the new facility was built.
- As of the early bird deadline, we sold 705 resident memberships (2366 individual members) and 50 non-resident memberships.
 - In 2021 our final membership numbers were as follows:
 - 753 resident memberships (2471 individual members) and 50 non-resident memberships.
 - In 2019 we sold a total of 503 early bird memberships.
- This was the first year that early bird memberships could be purchased online, making the process much more convenient for our residents.



Jeffrey Mansion Expansion Project – Community Open House:

- We held the Jeffrey Mansion Expansion Project Community Open house this past Saturday, May 7th from 9a-12p.
- We provided guided tours of the new space at Jeffrey Mansion, providing information on the construction process and the way in which the space is being used now.
- We had a number of residents and non-residents come through and see the new space and learn some history about the Jeffrey Mansion and Park.
- The Bexley Community Foundation will be hosting their annual event on Thursday, May 12th in the new space.

Annual Dance Recital – Friday, May 6th:

- The Annual Bexley Recreation Dance Recital was held this past Friday, May 6th. Originally planned as an outdoor event at Jeffrey Park, the event was moved inside at Maryland Elementary.
- Over 140 dancers and 13 dance classes performed 20 individual dance routines.
- Thank you to our amazing instructors, Jennifer Zmuda and Mackenzie Hanna for their amazing work with these young dancers. Also, special thank you to Maryland Elementary and maintenance staff for all their work getting the facility ready following some flooding from the hard Friday rain.
- The young dancers did a phenomenal job, in various genres of dance, including ballet, tap, jazz, and hip hop.





May 10, 2022

MAYOR'S UPDATE

Coming up in Bexley:

May 11, 4:00 pm:	Civil Service Commission
May 11, 6:00 pm:	Board of Education
May 12, 6:00 pm:	Community Foundation Annual Gathering
May 12, 6:00 pm:	Architectural Review Board
May 13, 6:00 pm:	Asian & Pacific Islander Heritage Festival
May 14, 12:00 pm:	Love Your Alley Festival
May 14:	Community Yard Sale & Freecycle Day
May 16, 7:00 pm:	Safe Gun Storage
May 18, 4:00 pm:	Tree and Garden Commission
May 18, 6:30 pm:	Bexley Citizen's Police Academy Alumni Association
May 20, 5:00 pm:	Robert Mason Trio at Bexley Public Library
May 21, 1:00 pm:	Community Backyards
May 24, 6:00 pm:	City Council
May 26, 6:00 pm:	Board of Zoning Appeals and Planning
May 27:	First Main Event of 2022
May 28:	Opening Day at the David Madison Pool
May 30, 5:30 pm:	Food Truck Festival and First Jazz in the Park

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Meetings and work on Naming Policy
- CIC Strategic Planning meeting and related email and follow up
- Work on Sewer Remediation program forms and processes
- Records Commission Meeting
- Meeting with Capital on Sheridan Avenue property
- Civil Service Commission meeting
- Attended Bexley Bloomers breakfast event
- Front Yard Study meeting
- Livingston Avenue meeting and approval process
- Review and assessment of Police Chief Community Survey
- Met with Alexander residents re: composting
- Planning and work for Green Bexley Clean Up Day
- Planning for MORPC Intern & Welcome
- BC&E Sponsorship work and outreach
- Meeting with Charter Government Affairs Team
- Bike Workshop Planning and Facilitation
- Work, meetings, and email regarding multiple Year of the Parks projects
- Planned and hosted COMMA Meeting
- Meeting on Water Meters
- Records Request Meeting
- Follow up and research on Resident records request
- Meetings and follow up with potential developers
- Review Capital University Community Survey draft
- Community update on Police Chief search
- Meetings and follow up on traffic and safety concerns

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



Tree Lawn Maintenance Mailing

Our Code Enforcement officer has issued a mailing to residents regarding non-compliance with Ordinance 42-20 which regulates the care and maintenance of tree lawns. In accordance with the ordinance, the letter notifies residents of plantings or fixtures that are not allowable. Ordinance 42-20 does permit exceptions for improvements which have received a "Consent and Hold Harmless" agreement from City Council. As our Code Enforcement Officer has had multiple questions on how to obtain this agreement, I'm seeking input from Council on how these requests should be presented.

Joint Livingston Avenue Plan Update

The Joint Livingston Avenue Plan steering committee held a final vote meeting to approve the Livingston Avenue Plan. The proposed plan passed with overwhelming support and is included in tonight's ordinances for City Council's review and adoption and we are working to schedule a presentation by NBBJ representatives at the next Council meeting.

Police Chief Search Update

We've received confirmation from Ralph Andersen that twelve candidates have applied for the Chief of Police position to date. The firm will continue to market the position until May 27, the application deadline, and candidates will be presented to the interview team after that time. The Saunders Group has also provided a report of the Community Survey results which provided robust feedback and input from our community.

Project Taillight Set to Start

The process for implementing Project Taillight has been established through meetings with the Police Department, Service Department, and Clerk of Courts. Related paperwork and forms have also been created and approved by the City Attorney and we anticipate a formal launch of this program in the next thirty days.



If you've been pulled over for a broken head light, taillight, running lights, license plate light, or brake lights on a vehicle you own, you may be eligible to participate in Bexley's Project Taillight, a program designed to help fix equipment violation issues at no cost. Program requirements can be found below. Please call Marquan Stewart at (614) 559-4437 to get more information about this program, or to see if you're eligible to apply.



Working lights on vehicles ensure safety for all of those who use the road – including pedestrians.



Repairs will be made by the Bexley Service Department and experienced community volunteers.



To schedule an appointment, mail the bottom portion of this form to Bexley City Hall, or call (614) 559-4437 to schedule.

ELIGIBILITY REQUIREMENTS

HOUSEHOLD SIZE	INCOME MAXIMUM
1	\$25,520
2	\$34,840
3	\$43,400
4	\$52,400
5	\$61,360
6	\$70,320
7	\$79,280
8	\$88,240
For Each Additional Member, Add:	\$9,320

Mayor's Update to City Council







City Council Meeting Minutes

Tuesday, April 26, 2022

6:00 PM

1) Call to Order

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

2) Roll Call of Members

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

3) Pledge of Allegiance

4) Presentations/Special Guests

A) Kathleen Gravelle, Board of Health nominee

Ms. Gravelle introduced herself to Council and spoke briefly about her background. She then responded to questions and comments from multiple Council Members.

5) Public Comments (Speaker Slip Required)

No public comment at this time.

6) President's Report

Mr. Markham spoke about the Heritage Tree judging which took place Monday, April 25 and showed some photos taken during the judging of that event. Mr. Markham also announced that winners will be unveiled on Friday. Mr. Markham also noted that Councilman Klingler nominated a tree.

A) Photos for President's Report

7) City Attorney Report

No report at this time.

8) Auditor's Report

No report at this time.

9) Administrative Update:

A) Service Department Update - Andy Bashore

Mr. Bashore had no updates in addition to his written report. Ms. Saad asked if the Drexel project included an opportunity to leave the right of way open from construction vehicles on Fair and Drexel as it is used by children for school crossing. Mr. Bashore will look into that. Mr. Markham also complimented the trees that have been planted along Charles.

B) Police Department Update - Interim Chief Gough

Chief Gough had nothing in addition to his written report. Ms. Robinson asked about the Whitehall/Bexley Rotary Club Grant for the community vehicle wrap, and Chief Gough explained this will be a car wrapped with graphics specific to community outreach. Ms. Robinson congratulated Sergeant Overly and the PD for this project. Mr. Marcellino asked about a section in the report regarding body cam replacements in the report. Chief Gough answered, explaining the need for replacement due to equipment failure and to have backup. Ms. Feibel reported that Officer Fleming is headed to basic training, but reported he is thankfully not leaving the department. Mr. Marcellino, Ms. Lampke, and Ms. Saad asked related questions about potential vacancies and recruitment, which Chief Gough answered.

C) Recreation and Parks Update - Mike Price

Mr. Price provided some highlights from his report and Ms. Lampke complimented Mr. Price and his team on doubling registrations. Ms. Saad also spoke to the success of the brochure.

D) Finance Department Update - Beecher Hale

Mr. Hale summarized some of the items in his report, including a new section of notes which will highlight items that may warrant comment.

E) Mayor's Update

Mr. Kessler summarized some of the highlights of his report, including covering upcoming events. Mr. Kessler also highlighted updates on the Livingston Avenue Plan, College Avenue safety concerns and plans for addressing these. An update was also provided on the Youth Interaction Policy and the Capital University community survey.

Mr. Markham added a comment regarding the interesting and helpful data captured in the Capital Community Surveys.

10) Consent Agenda: (No Speaker Slip Required)

A) Meeting Minutes - 04/12/22 City Council Meeting

B) Ordinance 8-22 to Approve the Collective Bargaining Agreements between the Fraternal Order of Police, Ohio Labor Council, Inc. and the City of Bexley introduced by Monique Lampke on March 22, 2022

Mr. Fishel read the items on the Consent Agenda. There were no questions.

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

Mr. Klingler seconded.

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

Motion Passed: 7-0

11) Third Readings: (No Speaker Slip Required)

A) Ordinance 9-22 to establish the part time position of Finance and Personnel Coordinator and to establish the pay range at \$24.84 per hour to \$35.87 per hour introduced by Monique Lampke on March 22, 2022

Mr. Fishel read this ordinance and Ms. Lampke invited Mr. Kessler or Mr. McPeek to provide more information on this position. Mr. McPeek expressed the importance of having some better oversight and internal control, especially in a smaller environment. Mr. Markham expressed appreciation for Mr. McPeek's knowledge and experience on this. Mr. Marcellino also thanked Mr. McPeek for providing some clarity for the importance of this role.

Ms. Lampke moved to adopt Ordinance 9-22

Ms. Robinson seconded.

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

Motion passed 7-0.

12) Second Readings: (Speaker Slip Required)

A) Ordinance 10-22 to establish the rate for the Police Administrative assistant at \$32.72 per Hour effective March 21, 2022 introduced by Monique Lampke on April 12, 2022

Mr. Fishel read this ordinance and Ms. Lampke provided some brief background. This ordinance will be moved to the consent agenda.

B) Ordinance 11-22 to provide for designated off-leash areas within Schneider Park introduced by Sam Marcellino on April 12, 2022.

Mr. Fishel read this ordinance and Mr. Marcellino had nothing to add, but stated we have some additional information and visuals. Mr. Kessler provided a map for review and some information on the area indicated in this ordinance. Ms. Robinson asked about residential area near this area, which Mr. Kessler answered. Ms. Robinson asked if perhaps moving this slightly farther way from residential areas would be good to consider. Ms. Feibel echoed some of these concerns especially with older residents who might have mobility issues. Ms. Saad asked about the off-leash area and expressed some concerns that echo Ms. Feibel and Ms. Robinson. Mr Kessler spoke briefly about these concerns as well. Mr. Markham asked for clarification on the area and signage. Mr. Klingler asked about the potential for a gate that creates a boundary for dogs without leashes. Ms. Lampke also mentioned concerns about seclusion and encouraged consideration of cameras. Ms. Saad also expressed interest in Mr. Klingler's suggestion of a gate.

C) Ordinance 13-22 to amend 1226.18 Appeals to the Board of Zoning and Planning, in order to specify the applicant as the appellant in certain instances introduced by Matt Klingler on April 12, 2022

Mr. Fishel read the ordinance and Mr. Klingler provided some additional background and

information on this BZAP. Mr. Kessler provided some background statistics on past appeals. Ms. Lampke thanked the Mayor for putting the statistics together, and expressed her concerns for removing right of appeal, but is committed to looking into it further. Mr. Kessler asked Mr. Fishel to offer some input on existing rights to appeal, which he did. Council members and Mayor Kessler discussed this ordinance and situation further.

D) 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

Mr. Fishel read the ordinance and Mr. Klingler provided some brief background and rationale behind this ordinance. Ms. Saad asked about the setback requirements for accessory structures, which Mr. Kessler answered. Mr. Marcellino asked if we remove the Architectural Review approval would remove any rights of appeal, which Mr. Kessler and Mr. Fishel addressed. Mr. Markham asked Mr. Kessler for clarification on the purpose of this ordinance, which Mr. Kessler explained. Mr. Markham asked Mr. Klingler to report back on BZAP comments on this ordinance and also asked about what the process would look like if this ordinance passed, which Mr. Kessler addressed.

E) Ordinance 15-22 to amend Sections 474.07 Safe Riding Regulations for Bicycles; Section 474.08 Parking; Locks; Section 474.12 Operation of Minibikes, Scooters, Etc. on Sidewalks, Park and School Grounds; and Section 474.13 Bicycle License Required introduced by Sam Marcellino on April 12, 2022.

Mr. Fishel read the ordinance and Mr. Marcellino briefly summarized the rationale behind this ordinance. Ms. Saad asked a clarifying question on language involving bikes and crosswalks. Ms. Saad asked about the section on locking on the bike and registration of bicycles. This ordinance will be moved to the Consent Agenda for the next meeting.

F) Resolution 3-22 confirming the Mayor's appointment of Kathleen Gravelle to the Board of Health introduced by Jen Robinson on April 12, 2022.

Mr. Fishel read the ordinance and Ms. Robinson provided some background. We will move this ordinance to the Consent Agenda item.

13) First Readings: (Speaker Slip Required)

A) Ordinance 16-22 to Approve Changes to the Bexley Civil Service Rules, introduced by Jen Robinson on April 26, 2022.

Mr. Fishel read the ordinance and Ms. Robinson provided some background and rationale behind this ordinance. Ms. Saad wanted to know which municipalities have this requirement and which don't. Mr. Kessler added his concerns with having the master's degree, which would limit the pool of candidates we can review. Mr. Fishel and Ms. Robinson also discussed the potential need for suspension and adoption and Council discussed this ordinance at some length.

Mr. Robinson moved to Suspend the Three Reading Requirement.

Mr. Markham seconded.

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

Motion passed 7-0.

Mr. Robinson moved to Adopt Ordinance 16-22.

Mr. Markham seconded.

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

Motion passed 7-0.

B) Ordinance 17-22 to amend Section 824.03 License Fee; Effective Period, in order to eliminate Garage and Yard Sale license fees, introduced by Monique Lampke on April 26, 2022.

Mr. Fishel read the ordinance and Ms. Lampke provided the background on this ordinance. Mr. Marcellino asked about the initial purpose of this ordinance, which Mr. Kessler answered.

14) Tabled Ordinances:

A) 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)

B) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)

No action on tabled ordinances at this time.

15) Service and Environmental Committee - Lori Ann Feibel, Chair

Ms. Feibel thanked Mr. Markham for the opportunity to be on the Service chair as it has provided exceptional opportunities to learn and talked about recent opportunities to learn about trees and recycling this week and talked about how to properly recycle items.

16) Finance Committee - Monique Lampke, Chair

Mr. Lampke has no report.

17) Safety and Health Committee - Sam Marcellino, Chair

Mr. Marcellino has no report.

18) Zoning and Development Committee - Matt Klingler, Chair

Mr. Klingler mentioned upcoming BZAP and ARB meetings and also complimented Bexley City Schools on being ranked highly in the state and nation.

19) Recreation and Parks Committee - Jessica Saad, Chair

Mr. Saad complimented Ohio State Bank and the BExley Co the senior banners and (7:58pm)

20) Strategic Committee - Jen Robinson, Chair

Ms. Robinson provided an update from the Juneteenth planning committee which will be celebrated Friday, June 17 and will be planned in partnership wtih Bexley Public Library.

21) Public Comments (No Speaker Slip Required)

No public comment at this time.

22) Adjourn

Ms. Feibel moved.

Ms. Lample seconded.

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

Motion passed 7-0.

Mr. Markham adjourned the meeting at 8:00 pm.

ORDINANCE 10-22

By Monique Lampke:

An Ordinance to establish the rate for the Police Administrative assistant at \$32.72 per Hour effective March 21, 2022

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

Section 1. That the rate for the Police Administrative Assistant is hereby established at \$32.72 per hour effective March 21,2022.

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 McPeak, Clerk of Council

Mayor Ben Kessler

First Reading: April 12, 2022
Second Reading:
Third Reading:



Bexley Police Department
559 N. Cassingham Road
Bexley, Ohio 43209
P: 614.559.4444
F: 614.559.4439

February 8, 2022

JOB ANNOUNCEMENT

The Bexley Police Department is currently accepting applications for a part-time Administrative Assistant. Selected applicant must pass a background check, including a polygraph test. All applications must be received by March 1, 2022.

Please send your application to Yvette Nguyen, Executive Assistant:

ynguyen@bexley.org

or

Bexley Police Department
Attention: Yvette Nguyen
559 N. Cassingham Road
Bexley, Ohio 43209



Administrative Assistant

Position Title:	Police Administrative Assistant
Position Type:	Part-Time (20-25 hours per week)
FLSA Status:	Eligible
Reports to:	Executive Assistant
Pay	\$30.60/hour
Department:	Police Department

Position Summary

Under direction of the Executive Assistant, assists with a variety of departmental functions for the Police Department; such as records management, maintaining police department files and reports; performing data entry, computer queries, answering the telephone and receiving the general public.

Essential Duties and Responsibilities

1. Process statistical and crime status reports.
2. Maintain police department webpage.
3. Process local background checks and public record requests.
4. Records Management duties: maintain digital records (CAD/RMS systems) and physical case packets (retention and destruction).
5. Processes expungement of records as directed by the court(s).
6. Acts as back-up to Executive Assistant:
 - Process payroll
 - Accounts Payable
 - Process leave and overtime requests
7. Other administrative duties as necessary.

Supervisory Responsibilities

This job has no supervisory responsibilities.

Education and/or Experience

Minimum requirement of a High school diploma or General Education Degree (GED), strong knowledge or experience in accounting preferred.

Qualifications

Individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills

Ability to effectively present information in one-on-one and small group situations to citizens, clients, and other employees of the City.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving a limited number of distinct tasks and functions in standardized situations.

Computer Skills

To perform this job successfully, an individual should have knowledge of spreadsheet software and word processing software and be familiar with records management software that may be utilized.

Certificates, Licenses, Registrations

1. Successful completion of Public Records Law and Sunshine Laws Training within 6 months of hire.
2. LEADS certified within 6 months of hire.
3. Notary Public within 6 months of hire.

Other Skills and Abilities

1. Must have excellent written and verbal language skills.
2. Must be able to prepare and maintain accurate documentation.
3. Must be able to develop working relationships with co-workers, members of other city departments and the general public.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle or feel, and talk and hear. The employee is frequently required to stand and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ORDINANCE NO. 15 - 22

By: Sam Marcellino

An ordinance to amend Sections 474.07 Safe Riding Regulations for Bicycles; Section 474.08 Parking; Locks; Section 474.12 Operation of Minibikes, Scooters, Etc. on Sidewalks, Park and School Grounds; and Section 474.13 Bicycle License Required.

Whereas, The City's bicycle code has several provisions which are not in keeping with current best practices;

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

Section 1

That 474.07 Safe Riding Regulations for Bicycles, is hereby amended as follows:

474.07 SAFE RIDING REGULATIONS FOR BICYCLES.

(a) ~~Whenever a designated usable path for bicycles has been provided adjacent to a street, bicycle riders shall use such path and shall not use the street.~~

(b) Whenever a person is riding a bicycle upon a sidewalk or street or in a public park, such person shall yield the right of way to any pedestrian and shall give an audible signal before attempting to overtake and pass a pedestrian or another bicycle. This audible signal must be given only by bell or other warning device capable of giving an audible signal and shall be given at such a distance and in such a manner as not to startle the person being overtaken and passed.

(c) **Whenever a person is riding a bicycle upon a sidewalk**, no person shall ride a bicycle across or through any intersection involving a through street. Such intersections are to be crossed by walking the bicycle across or through the intersection.

(d) Whenever a person is riding a bicycle upon a sidewalk, the person, before overtaking and passing a blind person carrying a white or metallic cane, shall dismount and overtake or pass on foot.

(e) When a bicycle is operated on the street, the operator shall give hand signals before turning, changing lanes or stopping. Such signals shall conform with Section 432.14.

(f) Every rider of a bicycle shall exercise due care to avoid colliding with any pedestrian or any vehicle upon any roadway, sidewalk or bicycle path, or endangering the life, limb or property of any person while in the lawful use of the streets, sidewalks or any other private or public property.

(g) No person shall operate a bicycle at a speed greater than is reasonable and proper under the conditions then existing.

(h) The operator of a bicycle emerging from or turning into an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alley, driveway or building, yield the right of way to all pedestrians approaching on such

sidewalk area. Upon entering the street, such operator shall yield the right of way to all vehicles approaching on such street.

(i) ~~No person shall engage in trick riding or operate a bicycle without both hands upon the handle grips except when necessary to give the hand signals required herein~~ dangerous behavior while operating a bicycle which threatens the safety of themselves or surrounding pedestrians or other vehicle operators.

Penalty - see Sections
408.01,
408.02 and
474.10

Section 2.

That 474.08 Parking; Locks, is hereby amended as follows:

474.08 PARKING; LOCKS.

(a) No person shall park a bicycle upon a sidewalk in such a manner as to interfere with pedestrian traffic, ~~or otherwise impede accessibility in accordance with regulations promulgated by the Americans with Disabilities Act~~, or damage the property of another.

(b) No person shall park a bicycle upon a roadway in such a manner as to interfere with vehicular traffic.

~~(c) No bicycle shall remain unlocked when parked upon any public way or place.~~

Section 3.

That 474.12 Operation of Minibikes, Scooters, Etc. on Sidewalks, Park and School Grounds, is hereby amended as follows:

474.12 OPERATION OF MINIBIKES, SCOOTERS, ETC. ON SIDEWALKS, PARK AND SCHOOL GROUNDS.

No person shall ride a minibike, motor scooter, motor-assisted bicycle or moped on any sidewalk or in any public park in the City, or in or upon any school ground in the City, except as permitted by regulation adopted by the school authority in charge of such ground. **This section shall not be construed to apply to Electric Bicycles (ref. 474.18).**

Section 4.

That 474.13 Bicycle License Required, is hereby removed and rescinded:

474.13 BICYCLE LICENSE REQUIRED.

~~—No person who resides within the City shall ride or propel a bicycle on any street or sidewalk, or on public property, unless such bicycle has been licensed and a City license plate decal attached thereto. New residents shall have a grace period of thirty days.~~

Section 5.

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

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____

Matt McPeak, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

First Reading:

Second Reading:

Third Reading:

RESOLUTION NO. 3 - 22

By: Jen Robinson

**A Resolution confirming the Mayor's appointment of Kathleen Gravelle
to the Board of Health**

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

Section 1. That City Council hereby confirms the following appointments to the Board of Health:

Nominee	Position	Term Expiring
Kathleen Gravelle	Member	June 30, 2023

Section 2. That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, and shall take effect upon its passage and approval by the Mayor.

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. 11 - 22

By: Sam Marcellino

An ordinance to provide for designated off-leash areas within Schneider Park.

Whereas, funding and a recreational easement for the planned Bexley Dog Park at Schneider Park have been obtained; and

Whereas, Bexley code must be amended in order to allow for legal operation of the dog park; and

Whereas, the Mayor has proposed also providing for off-leash hours in trails adjacent to the dog park, in order to provide for a legal off-leash option for dog owners in Bexley;

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

Section 1

That 618.01 Dogs and Other Animals Running at Large, is hereby amended as follows:

618.01 DOGS AND OTHER ANIMALS RUNNING AT LARGE.

(a) No person who is the owner or keeper of any animal shall permit it to run at large upon any public property, including, without limitation, sidewalks and streets, or upon the premises of another.

(b) No owner, keeper or harborer of any dog shall permit it to go beyond the premises of the owner, keeper or harborer unless the dog is on a leash, cord or tether of not more than six feet in length, which is controlled by a person of such age, size and discretion that he is capable of preventing the dog from approaching any person or other animal in a menacing fashion, **with the exception of conditions outlined in section (d).**

(c) No owner, keeper or harborer of any dog shall fail at any time to keep it either physically confined or restrained upon the premises of the owner, keeper or harborer by a leash, tether, adequate fence, or secure enclosure to prevent escape, or under reasonable control of a person of such age, size and discretion that he is capable of preventing the dog from approaching any person or other animal in a menacing fashion.

(d) Notwithstanding the following, the Mayor may authorize designated off-leash areas within Schneider Park, along with restrictions that he or she deems appropriate. Any owner, keeper or harborer of any dog shall only permit their dog to be off-leash within designated areas if their dog has demonstrated an ability to obey verbal

commands and has not at any time been classified as a Dangerous or Vicious Dog by the City of Bexley or any other jurisdiction. Any owner, keeper or harborer of any dog that is off-leash in designated off-leash areas shall maintain reasonable control of their dog, and shall ensure that their dog is within view at all times.

- (e) Strict liability is intended to be imposed for a violation of this section.
- (f) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

Section 2.

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

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeak, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

First Reading:
Second Reading:
Third Reading:

Proposed Amended Ordinance 13 – 22

By: Matt Klingler

An Ordinance to amend 1220.02 Powers and Duties and 1226.18 Appeals to the Board of Zoning and Planning, in order to specify the applicant as the appellant in certain instances.

Whereas, The Board of Zoning and Planning can hear and decide appeals of decisions by the Zoning Officer or the Architectural Review Board for decisions made in their interpretation of the code; and

Whereas, Applications that can be approved by the Zoning Officer or that require approvals by the Architectural Review Board that do not otherwise require a variance, special use or conditional use permit, or any other review by the Board of Zoning Appeals and Planning, represent applications where the applicant has a zoning right to a project, subject to staff or architectural review; and

Whereas, Applications involving demolition can be contentious, and require a more rigorous review process; and

Whereas, All commercial applications that involve architectural review also require review by the Board of Zoning Appeals and Planning, and therefore this proposed amendment does not apply to commercial applications; and

Whereas, Council wishes to clarify the right of an applicant to construct a project that is allowed by right within the zoning code, conditional upon staff or architectural review; and

Whereas, the Board of Zoning Appeals and Planning,

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

Section 1.

That Section 1220.02 (l) be amended as follows:

(l) To hear and decide appeals from, and to review **final orders, adjudications, or decisions, or determinations** made by the Zoning Officer or the Architectural Review Board, **in accordance with 1226.18.**

Section 2:

That Section 1226.18 be amended as follows:

1226.18 APPEALS TO BOARD OF ZONING AND PLANNING.

- (a)** The Board of Zoning and Planning (hereinafter "Board") shall have the power to hear and decide appeals, **by an applicant**, from a **final order, adjudication, or** decision of the Zoning Officer or the Architectural Review Board which have been duly filed with the Zoning Officer within ten days of the date of the written **final order, adjudication, or** decision of the Architectural Review Board or the Zoning Officer or other administrative official in their interpretation of the provisions of this Zoning Code. The Board may, in conducting its hearing, reverse, affirm or modify the **final order, adjudication, or** requirement, decision or determination appealed. The decision of BZAP shall be subject to appeal to City Council as provided in Section **1226.19**.
- (b)** **In the instance of a final order, adjudication, or decision of the Architectural Review Board made concerning an application regulated in whole or in part by Section 1223.05, such final order, adjudication, or decision may be appealed by any Bexley property owner that is directly and adversely affected by such decision to the Board of Zoning and Planning (hereinafter "Board"). The Board shall have the power to hear and decide appeals from a decision of the Architectural Review Board which have been duly filed with the Zoning Officer within ten days of the date of the written decision of the Architectural Review Board. The Board may, in conducting its hearing, reverse, affirm or modify the order, requirement, decision or determination appealed. The decision of the Board shall be subject to appeal to City Council as provided in Section 1226.19.**

Section 3.

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

Passed: _____, 2022

Troy D. Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Benjamin Kessler, Mayor

Readings:

Ordinance 13 – 22

By: Matt Klingler

An Ordinance to amend 1226.18 Appeals to the Board of Zoning and Planning, in order to specify the applicant as the appellant in certain instances.

Whereas, The Board of Zoning and Planning can hear and decide appeals of decisions by the Zoning Officer or the Architectural Review Board for decisions made in their interpretation of the code. In such instances, appeals

The code currently specifies that appeals to council of Board of Zoning and Planning Commission orders, adjudications, or decisions may be made within 30 days after approval of minutes; and

Whereas, In instances where the Board has taken a month of, or where a monthly meeting is not held because a quorum of the Board is unable to be obtained, the timeline for appeals can be unreasonably lengthened, resulting in hardship to property owners whose project timing and purchase process often rely on having final zoning entitlements;

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

Section 1:

That Section 1226.18 be amended as follows:

1226.18 APPEALS TO BOARD OF ZONING AND PLANNING.

- (a)** The Board of Zoning and Planning (**hereinafter “Board”**) shall have the power to hear and decide appeals, **by an applicant**, from a decision of the Zoning Officer or the Architectural Review Board which have been duly filed with the Zoning Officer within ten days of the date of the written decision of the Architectural Review Board or the Zoning Officer or other administrative official in their interpretation of the provisions of this Zoning Code. The Board may, in conducting its hearing, reverse, affirm or modify the order, requirement, decision or determination appealed. The decision of BZAP shall be subject to appeal to City Council as provided in Section [1226.19](#).
- (b)** **In the instance of a final order, adjudication, or decision of the Architectural Review Board made concerning an application regulated in whole or in part by Section 1223.05, such final order, adjudication, or decision may be appealed by any Bexley property owner that is directly and adversely affected by such decision to the Board of Zoning and Planning (hereinafter “Board”). The Board shall have the power to hear and decide appeals from a decision of the Architectural Review Board which have**

been duly filed with the Zoning Officer within ten days of the date of the written decision of the Architectural Review Board. The Board may, in conducting its hearing, reverse, affirm or modify the order, requirement, decision or determination appealed. The decision of the Board shall be subject to appeal to City Council as provided in Section [1226.19](#).

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 D. Markham, President of Council

Attest:

Matthew McPeek, Clerk of Council

Approved: _____, 2022

Benjamin Kessler, Mayor

First Reading:

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. 17 - 22

By: Monique Lampke

An ordinance to amend Section 824.03 License Fee; Effective Period, in order to eliminate Garage and Yard Sale license fees.

Whereas, A nominal fee for garage and yard sale licensing unnecessarily complicates the permitting process, and City staff desires to enable more user-friendly online permitting;

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

Section 1

That 824.03 License Fee; Effective Period, is hereby amended as follows:

824.03 LICENSE FEE; EFFECTIVE PERIOD.

~~The license fee to be charged shall be one dollar (\$1.00). There shall be no fee associated with the provision of a license.~~ The license shall be valid for not more than three consecutive days and shall be issued only to an adult person residing at the location of the sale or, in the event an estate is involved, to the personal representative or an adult heir, and no license shall be issued for the same location more than once every nine months.

Section 2.

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

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____

Matt McPeek, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

First Reading:

Second Reading:

Third Reading:

ORDINANCE NO. 18 - 22

By: Lori Ann Feibel

An Ordinance granting the donation of an Easement consisting of a certain strip of land twenty (20) feet in width, the centerline being the facilities as installed, as further described in Ordinance Number 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00) for electric and other current/future energy or communication purposes to American Electric Power, and to declare an emergency.

WHEREAS, The City of Bexley is the owner of certain property in Columbus Commons BULLITT PARK, also known as Commonwealth Park, upon which proposed electrical and communication lines and facilities would be located; and

WHEREAS, The City of Bexley has offered to grant to American Electric Power an Easement for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Franklin, City of Bexley. Being part of Columbus Common in BULLITT PARK, as the same is delineated upon the recorded plat thereof, of record in Plat Book 4, Page 416, Recorder's Office, Franklin County, Ohio, as further described in Ordinance No. 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00) and further described in Exhibit A (Attached); and

WHEREAS, The proposed easement is necessary to provide electrical service to irrigation associated with the athletic fields improvements, and it is in the interest and benefit of the City of Bexley and public at large that the City grant the donation of such an Easement;

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 grants the Easement attached hereto as Exhibit A.

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 easements.

Section 3. 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

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: May 10, 2022

Second Reading:

Third Reading:

Passed:

EXHIBIT A



Eas. _____

Easement & Right of Way

THE COUNCIL OF THE VILLAGE OF BEXLEY, n.k.a., CITY OF BEXLEY, an Ohio municipal corporation, "Grantor", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Franklin, City of Bexley. Being part of Columbus Common in BULLITT PARK, as the same is delineated upon the recorded plat thereof, of record in Plat Book 4, Page 416, Recorder's Office, Franklin County, Ohio, as further described in Ordinance No. 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00).

Said lines and facilities shall be constructed within a certain strip of land twenty (20) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement

conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

(REMAINDER OF PAGE INTENTIONALLY BLANK. ACKNOWLEDGEMENTS TO FOLLOW)

WITNESS, Grantor signed this Easement on the _____ day of _____, 2022.

**THE COUNCIL OF THE VILLAGE OF BEXLEY,
n.k.a., CITY OF BEXLEY,
an Ohio municipal corporation**

By:

Print Name:

Title:

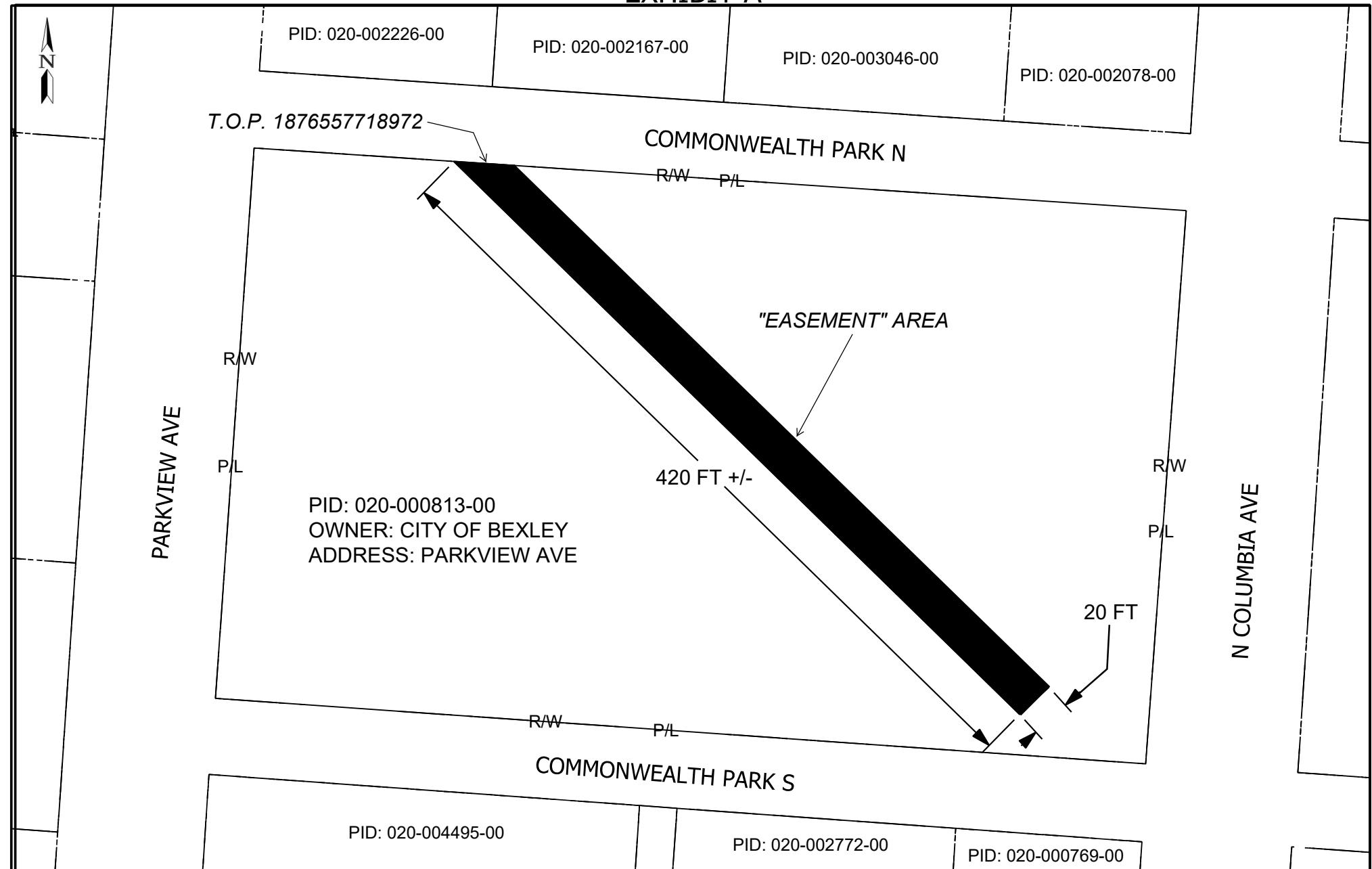
The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by _____ (Name), _____ (Title of Officer) of
THE COUNCIL OF THE VILLAGE OF BEXLEY, n.k.a., CITY OF BEXLEY, an Ohio municipal
corporation.

Notary Public
My Commission Expires _____

Easement prepared by Ohio Power Company MJS & MIW
Address: Commonwealth Park N, Bexley, OH Dwg. No. 81549396
CALL BEFORE YOU DIG !!!

W003496501

"EXHIBIT A"



AEP OHIO	DRAWN BY: Tyler Harble		WR#: 81549396
	CITY/TWP: BEXLEY		SCALE: NTS
	STATE: Ohio	COUNTY: FRANKLIN	DATE: 2/9/2022
OHIO POWER COMPANY			Page 43 of 205

Ordinance 19 – 22

By: Matt Klingler

An Ordinance to amend 1226.19 Appeals to Council, in order to specify an appeals timeline based upon the date of receipt of a record of decision and posting of decision to website; to provide for City Council's ability to decline jurisdiction based upon conflicts of interest or for other cause; and to provide for the suspension of active permits pertaining to those parts of an application that are under appeal.

Whereas, In instances where the Board of Zoning and Planning does not meet for two months, or where a monthly meeting is not held because a quorum of the Board is unable to be obtained, or where a majority of the board was not present at the past meeting and is unable to approve minutes, the timeline for appeals can be unreasonably lengthened, resulting in hardship to applicants whose project timing and purchase process often rely on reasonable zoning timelines; and

Whereas, A variety of procedural amendments are necessary to the Council appeals process, based on experience over the past several years, including specifying that an active appeal should result in the withholding of certain permits, and providing for the ability for Council to decline jurisdiction based on a conflict of interest or other cause;

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

Section 1:

That Section 1226.19 (a) be amended as follows:

1226.19 APPEALS TO COUNCIL.

Every final order, adjudication, or decision of Bexley Board of Zoning and Planning (hereinafter "Board") may be appealed by the applicant or any Bexley property owner that is directly and adversely affected by such decision to Bexley City Council for review and determination as follows:

(a) A written notice of appeal utilizing the form prescribed by the Mayor of the City of Bexley (the "Notice of Appeal") shall be filed with the Clerk of City Council within thirty (30) calendar days after a record of decision has been received in writing by the applicant and has been posted to the City's website. ~~the written decision of the Board is journalized and the minutes of the meeting are approved~~ A Notice of Appeal shall set forth the decision of the Board appealed from and the errors complained of by the appellant. Any claimed errors that are not identified in the Notice of Appeal shall be waived. If the appellant is the applicant, the Clerk of City Council shall serve the Notice of Appeal on the property owners that were entitled to notice of the Board hearing by regular mail upon receipt of the Notice of Appeal. If the appellant is not the applicant, the

Clerk of City Council shall serve the applicant by certified mail **or as provided through the City's zoning application software** upon receipt of the Notice of Appeal, and shall serve the property owners that were entitled to notice of the Board hearing by regular mail upon receipt of the Notice of Appeal.

- (b) The fee for filing a Notice of Appeal shall be Two Hundred Fifty Dollars (\$250.00) which shall be paid at the time of the filing of the Notice of Appeal.
- (c) Upon receipt of the filing of a Notice of Appeal, the Clerk of City Council shall notify the Clerk of the Board from which an appeal has been taken who shall file with the Clerk of Council the record of the proceedings, and all relevant background or other information that was before or taken into consideration by the Board in making the order, adjudication, or decision being appealed within fourteen (14) calendar days of receiving the Notice of Appeal from the Clerk of Council.
- (d) Bexley City Council shall examine the record of decision and hear oral argument by the parties within thirty (30) calendar days of receiving the Notice of Appeal, unless the following apply:
 - a. If Bexley City Council is in summer recess at the time of receiving Notice of Appeal, Council shall hear argument within sixty (60) calendar days of receiving the Notice of Appeal.
 - b. If there is an agreement between the appellant, the appellee, and the City Attorney, an extension may be granted.
 - c. Other good cause as determined by Bexley City Council.
- (e) The Clerk of Council shall give written notice of the oral argument at least fifteen (15) calendar days in advance of the date of the argument to the appellant and appellee by certified mail, **e-mail**, or personal service ~~and all persons required to be notified of the hearing on the application before the Board appealed from by regular mail~~. At least fifteen (15) calendar days before the date of the oral argument the Clerk of Council shall post notice on the City's website. The notice shall state the time and place of the argument and a summary of the appeal.
- (f) The appellant or appellee is permitted, but not required, to file a brief on the merits of the appeal. No reply brief or memorandum contra brief shall be permitted. All briefs must be served and filed no later than seven (7) calendar days before the oral argument except by leave of Council. Such brief may not exceed fifteen (15) pages in length, double-spaced, at no less than a 12-point font. The Clerk of Council shall provide the other parties copies of any filed briefs.
- (g) At the argument, the appellant and appellee shall present the appeal based upon the following procedures:
 - a. No new evidence or testimony may be presented.
 - b. Argument shall be presented by appellant and appellee in the form of oral argument only and shall be limited to twenty (20) minutes each side. Oral argument shall be based upon the assignments of error submitted with the Notice of Appeal. If more than one (1) appeal is filed, the appeals may be consolidated and each side shall be allowed a total of twenty (20) minutes for argument or such other time as may be determined by Bexley City Council.

- (h) If upon oral argument, consideration of the record and decision of the Board, and briefs filed pursuant to section (f), Council finds that Appellant has failed to prove, by clear and convincing evidence, the decision of the Board appealed from is not supported by the record or is unreasonable or unlawful, it shall affirm the same.
- (i) Council shall give deference to the findings and conclusions of the Board being appealed from and shall not substitute its judgment for the judgment of the Board.
- (j) Consistent with its findings, Council may affirm, reverse, vacate, or modify the order, adjudication, or decision of the Board. The concurrence of two-thirds of the members of Council at the argument on appeal is required for Council to reverse, vacate or modify any decision of the Board. Absent such a two-thirds majority of the members of Bexley City Council at the argument on appeal, the decision of the Board is affirmed.
- (k) The decision of Council shall be subject to appeal as provided in the Ohio Revised Code.
- (l) Bexley City Council shall issue written Findings of Fact and Conclusions of Law within thirty (30) calendar days after the hearing and serve them on all parties.
- (m) In any appeal to Council, Bexley City Council may consider and determine any motions filed, make procedural determinations, and for good cause continue or amend any of the periods or deadlines provided in this section except for the time for filing the Notice of Appeal, which cannot be enlarged or altered. **By a vote of a simple majority, City Council may, at its sole discretion, decline jurisdiction based upon a conflict of interest or perceived conflict of interest or for any other cause which Council deems appropriate. Should Council decline jurisdiction, the decision of the Board of Zoning and Planning is deemed final and binding.**
- (n) **After an appeal has been filed, and prior to any final determination by City Council, the Zoning Officer shall suspend any active permits pertaining to that part of the application that is under appeal and shall withhold the issuance of any new permits pertaining to that part of the application that is under appeal.**
- (o) This section supersedes any references to appeals to Council in the Bexley City Ordinances that are inconsistent herewith.

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 D. Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Benjamin Kessler, Mayor

Reading Dates:

Ordinance 20 - 22

By: Jen Robinson

An ordinance adopting the 2022 Joint Livingston Avenue Plan, and amending Section 1254.12, Commercial Service District (CS) Design Standards to incorporate the design standards provided for in the Joint Livingston Avenue Plan.

WHEREAS, The Livingston area bordering Berwick and Bexley is split between the jurisdictions of Bexley and Columbus; and

WHEREAS, The commercial section of the corridor is primarily located between Alum Creek and College Avenue, with current use in this area including service and convenience oriented retail along Livingston Avenue, institutional uses, multifamily residential, and parkland; and

WHEREAS, A variety of challenges exist that make it difficult for substantial redevelopment and improvement to occur within the East Livingston Area of Bexley and Berwick. On the other hand, this area presents a tremendous opportunity for two neighboring communities to unite behind a common vision for improvements to the corridor, bringing renewed value to the area that provides meaningful physical and cultural connectivity, and enhancements to pedestrian, cyclist, motorist, and public safety; and

WHEREAS, In 2021, the cities of Columbus and Bexley entered into a joint planning process to create the “Joint Livingston Avenue Plan”, involving a series of public workshops and public surveys facilitated through a steering committee that included representative stakeholders from a variety of community groups, institutions, and interests that intersected with the Livingston Avenue corridor; and

WHEREAS, The Joint Livingston Avenue Plan is the result of over a year-long partnership effort between the City of Columbus and City of Bexley with the mission of providing a safe, accessible, and attractive roadway corridor. To realize this mission, the Cities cooperatively developed a plan that would re-imagine the street corridor and revitalize its surrounding neighborhoods. Established jointly by both cities, the following objectives guided the planning process:

- Infrastructure improvements designed to enhance pedestrian, bicyclist, and motorist safety;
- A streetscape plan designed to beautify the corridor;
- Road diet and safety strategies in support of Vision Zero Columbus goals;
- Recommendations to guide future development and land use policies;
- Engage multiple stakeholders through the process to build support and consensus for future of the corridor.; and

WHEREAS, The recommendations within the plan build on the past planning efforts undertaken by both the cities including the 2017 Southwest Bexley Strategic Framework, Vision Zero Columbus, the 2019 Columbus Thoroughfare Plan, Blueprint Columbus, and streetscape standards for Columbus and Bexley. In turn, the recommendations within the Joint Livingston Avenue Plan will inform future zoning code updates for both the cities as well as future developments along the corridor; and

WHEREAS, Extensive dialogue with the Steering Committee and broad-based community input resulted in a plan that provides a framework for achieving:

- Pedestrian and bike safety
- Vehicular traffic safety
- Streetscape beautification
- Neighborhood serving uses
- Access to parks and amenities; and

WHEREAS, The Joint Livingston Avenue Plan provides a variety of near-term recommendations, long-term recommendations, urban design principles and streetscape design guidelines and implementation recommendations; and

WHEREAS, the cities of Bexley and Columbus have already begun the process of working collaboratively on elements of the plan; and

WHEREAS, in April of 2022 the Joint Livingston Avenue Plan steering committee voted overwhelmingly to approve and recommend the plan to both cities for adoption;

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

Section 1.

That this Council hereby adopts the Joint Livingston Avenue Plan, and its vision for improvements and collaboration in and along the Livingston Avenue corridor as expressed via the series of recommendations with which future planning, development, and policy decisions can be made.

Section 2.

That Section 1254.12, Commercial Service District (CS) Design Standards shall be amended as follows:

1254.12 COMMERCIAL SERVICE DISTRICT (CS) DESIGN STANDARDS.

The purpose of the Commercial Service District (CS) Design Standards is to apply standards designed for corridors that typically include a mix of pedestrian and vehicle oriented development patterns. The design standards are intended to establish, reinforce and enhance the character and pedestrian-oriented development patterns of quasi-urban commercial corridors; implement appropriate building and parking setback standards that accommodate redevelopment and establish continuity and consistency along the corridors; and promote development that features landscaping, façade transparency, rear parking lots, user-friendly access, and appropriately scaled lighting.

CATEGORY DESIGN STANDARDS

Applicability

- a. The placement, construction, or reconstruction of a principal building is subject to all standards and requirements of the Commercial Services (CS) Design Standards **and the standards enumerated in the 2022 Joint Livingston Avenue Plan**, except as applied to routine maintenance and in-kind replacement of materials. Facade renovations or exterior renovations are not considered reconstruction of a principal building.

- b. The expansion of a building's gross floor area by more than 50 percent is subject to all the provisions herein.
- c. The extension or expansion of a building towards a public street is subject to all the applicable provisions herein.
- d. Exterior alteration of a primary building frontage is subject to applicable provisions of Section 1254.12 below. For purposes of this requirement, the placement of window shutters, fabric canopies and awnings and/or building-mounted signage is not considered to be exterior alteration.
- e. The construction or installation of a new parking lot, graphic, exterior lighting, fence, or other accessory structure is subject to all the applicable provisions herein. Design standards do not apply to the re-striping or reconfiguration of existing parking lots.

Buildings

- f. A principal building shall be oriented to address and be nearly parallel to a primary street. Nearly parallel means within 15 degrees of being parallel.
- g. The width of a principal building along a primary building frontage shall be a minimum of sixty (60) percent of the lot width.
- h. A primary building frontage shall incorporate a primary entrance door
- i. A building frontage that exceeds a width of 50 feet shall include vertical piers or other vertical visual elements to break the plane of the building frontage. The vertical piers or vertical elements shall be spaced at intervals of 15 feet to 35 feet along the entire building frontage
- j. For a primary building frontage of a commercial use, a minimum of 40 percent of the area between the height of two feet and ten feet above grade shall be in clear window glass that permits a full, unobstructed view of the interior to a depth of at least four feet. For the secondary building frontage, the pattern of window glass shall continue from the primary building frontage a minimum distance of ten feet.
- k. Any drive-thru, pickup window, or canopy shall be attached to the principal building and be located behind or to the side of the building.
- l. All roof-mounted mechanical equipment shall be screened from public view to the height of the equipment. The design, colors and materials used in screening shall be architecturally compatible with the rooftop and the aesthetic character of the building.

Landscaping and screening

- m. A minimum 8-foot front yard landscape area shall be established, as measured from the north right-of-way line of Livingston Avenue. The front yard shall be planted with live vegetation and a shade tree(s) (in addition to any street tree requirements), except for paved areas expressly designed for vehicular and pedestrian use. The minimum number of shade trees required is determined by the formula of one tree per 30 lineal feet, or fraction thereof, of frontage.

- n. At the time of planting a new shade tree shall have a minimum two-inch caliper trunk and new shrubs for screening shall have a minimum height of 24-inches, and be maintained at that height or greater.
- o. All such landscape plantings and features shall be properly maintained, weeded, and watered, and any loss of plant materials shall be replaced in keeping with the approved landscape plan, or within minor modification to the landscape plan according to City Staff approval. The installation and operation of an irrigation system may be required for any planting area. In such cases, the irrigation system must remain operable.
- p. The use of landscape features such as pedestrian furniture, decorative railings, tree guards, trash receptacles, bollards and similar such accessories shall reference the ~~Main Street Design Guidelines Joint Livingston Avenue Plan~~.
- q. A fence shall be provided along a lot line that borders a residentially zoned or used property at a height of 8 feet, as per the requirements in Section 1264.05.
- r. A surface parking lot or vehicular circulation area shall be screened from all abutting public streets with a wall or fence (excluding chain link, wire mesh or other similar material), or a continuous row of shrubs to a minimum height of 36 inches (24 inches at time of planting) and a maximum height of five feet. Screening shall be maintained to provide opacity of not less than 75 percent when in leaf.
- s. Dumpsters shall be located behind the principal building and be screened from public view on all 4 sides, to the height of the dumpster.
- t. Ground-mounted mechanical equipment shall be located behind the principal building and be screened from public view to the height of the equipment.

Lighting

- u. The height of any parking lot light pole/fixture shall not exceed 18 feet above grade.
- v. When located within 25 feet of a residential district the height of a light fixture shall not exceed 14 feet above grade.

Parking and circulation

- w. Parking, stacking and circulation aisles are not permitted between the principal building and a street right-of-way line. This standard does not apply to existing buildings unless they are expanded by fifty (50) percent or more in gross floor area.

Section 3.

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

Ben Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

A landscape painting featuring a large, gnarled tree in the foreground on the left, its branches reaching across the frame. Behind it, a valley opens up with rolling hills and fields. In the background, a range of mountains is visible under a clear blue sky. The painting uses a palette of greens, blues, and earthy tones.

The Bexley and Columbus Joint Livingston Avenue Plan

March 2022

nbbj



CITY OF BEXLEY

2242 E. Main Street,
Bexley, OH 43209

THE CITY OF
COLUMBUS

ANDREW J. GINTHER, MAYOR

CITY OF COLUMBUS

111 N. Front Street
Columbus, OH 43215

nbbj

Urban Planning & Design

250 S. High Street
Columbus, OH 43215

**CARPENTER
MARTY** transportation

Transportation Planning

6612 Singletree Dr,
Columbus, OH 43229

Acknowledgments

The Bexley and Columbus Joint Livingston Avenue Plan is co-authored by the many individuals that dedicated time and effort toward the completion of the study. Thank you to all community members who participated in the planning process and to the staff at All Saints Academy and the Jewish Community Center for their support in organizing the public meeting venue. Thank you to the Steering Committee members who volunteered their time and served in an official capacity during the entire length of the process.

Southwest Bexley Steering Committee

VOTING MEMBERS

Joe Armstrong, Bexley Area Chamber of Commerce
Quay Barnes, Mideast Area Commission
Gregory Lee, Berwick Civic Association, Mideast Area Comm.
David Gray, Livingston Avenue Area Commission
Larry Helman, Bexley Board Commission
Mike Klapper, Jewish Community Center
Liz Leach, South Eastmoor Civic Association
Tim Madison, South Bexley Neighborhood Association
Joel Marcovitch, Jewish Columbus
Cyntia Marshall, Livingston Ave. Columbus Ohio Safety Group
Alisha Mitchell, Bexley City School District
Maurice Oldham, Columbus City School District
Deanna Wagner, Capital University
Jeff Walker, Bexley Community Improvement Corporation
Ralph Walker, Livingston Avenue Columbus Ohio Safety Group

EX-OFFICIO (NON VOTING) MEMBERS

Ben Kessler, Mayor, City of Bexley
Monique Lampke, Bexley City Council
Jen Robinson, Bexley City Council

Working Group

Elena Andrews, Staff Planner/PM, Bexley
Andy Bashore, Service Director, Bexley
Mark Dravillas, Planning Administrator, Columbus
David Hooie, Neighborhood Liason, Columbus
Ben Kessler, Mayor, Bexley
Ariane May, Traffic Engineer/Deputy PM, Columbus
John Ryan, Traffic Engineer/PM, Columbus
Kelly Scocco, Deputy Director -Public Service, Columbus
Reynaldo Stargell, Traffic Management, Columbus

Project Support

Randall Borntrager, Assistant Director of Communications & Public Affairs, Columbus
Sam Metcalf, Communications & Community Affairs Manager, Bexley
Charles Newman, Public Relations Specialist II, Columbus
Natalie Vawter, Executive Assistant to the Mayor, Bexley

Community Partners (Public Meeting Hosts)

All Saints Academy
Jewish Community Center of Greater Columbus

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1

Executive Summary

*Re-imagining the street as a community commons
that prioritizes safety, pedestrian comfort, and instills
neighborhood pride.*

1.0 Executive Summary



The Bexley and Columbus Joint Livingston Avenue planning area focuses on East Livingston Avenue between Nelson Road and James Road and is surrounded by diverse neighborhoods including: Driving Park, Bexley, Berwick, Hanford Village, South Eastmoor, Mayfair, and Linwood.

The Bexley and Columbus Joint Livingston Avenue Plan (“Joint Livingston Avenue Plan”) is the result of over a year-long partnership effort between the City of Columbus and City of Bexley with the mission of providing a safe, accessible, and attractive roadway corridor. To realize this mission, the Cities cooperatively developed a plan that would re-imagine the street corridor and revitalize its surrounding neighborhoods.

Established jointly by both cities, the following objectives guided the planning process:

- Infrastructure improvements designed to enhance pedestrian, bicyclist, and motorist safety;
- A streetscape plan designed to beautify the corridor;
- Road diet and safety strategies in support of Vision Zero Columbus goals;
- Recommendations to guide future development and land use policies;
- Engage multiple stakeholders through the process to build support and consensus for future of the corridor.



"Vision Zero fundamentally changes the approach to traffic safety by looking holistically at our transportation system - using input from our local government agencies, institutions, and residents to prioritize safety for all users — motorists, bicyclists, pedestrians, and transit riders."

- Vision Zero Columbus

The recommendations within this plan build on the past planning efforts undertaken by both the cities including the 2017 Southwest Bexley Strategic Framework, Vision Zero Columbus, the 2019 Columbus Thoroughfare Plan, Blueprint Columbus, and streetscape standards for Columbus and Bexley. In turn, the recommendations within the Joint Livingston Avenue Plan will inform future zoning code updates for both the cities as well as future developments along the corridor.

Extensive dialogue with the Steering Committee and broad-based community input resulted in a plan that provides a framework for achieving:

- Pedestrian and bike safety
- Vehicular traffic safety
- Streetscape beautification
- Neighborhood serving uses
- Access to parks and amenities

Furthermore, the community unanimously expressed that the number one issue along the street was speeding motorists that are often clocking above posted speed limits resulting in a highly unsafe environment for pedestrians, bicyclists, and property owners. In addition to this, the community strongly voiced their concern around overall street safety, including criminal activities; both cities will continue their efforts to make this a safer street holistically.

Through in-depth traffic analysis and future modeling various potential changes to the current roadway were studied to determine the most effective option to slow traffic and meet all the other goals identified for this corridor. The preferred strategy, as described within this report, is based on community feedback on the various options studied, research into successful examples of street safety projects implemented in Columbus and Bexley, national best practices, and the professional recommendations of the consultant team.

The most effective solution is determined to be one that methodically invests in overhauling the street character from its current non-descript "highway-like" reputation to a beautiful urban "neighborhood street." The specific strategies recommended include street reconfigurations by implementing a road-diet (lane reduction), enhancing pedestrian and bikeway infrastructure, and streetscape beautification. These traffic-calming measures are known to effectively slow down motorists, thus resulting in improved safety with minimal impact on traffic volume.

Implementing these strategies will require further engineering and detailed design, conversations around impact of right-of-way expansion on private property, as well as securing funding, which would put the time-frame for implementation at five to six years and as such are defined as the "long-term" strategies.

In response to the community's need for immediate change, the plan also recommends near-term traffic calming measures that can be implemented within a year. These near-term strategies include changing the street character along the commercial areas of Livingston Avenue by introducing temporary elements such as planter boxes, flower baskets on utility poles, street furniture, public art, etc. In the near-term, along the residential areas of the corridor, the plan proposes to reduce two driving lanes by painting and striping to take away a lane and introduce a painted median.

Finally, the plan also provides urban design principles and streetscape guidelines to guide implementation of the plan vision in a manner that lends a continuity of aesthetics along the length of the street in support of the recommendations of the Joint Livingston Avenue Plan.

The Joint Livingston Avenue Plan represents a unique opportunity for two cities and a host of neighboring communities to unite behind a common vision to transform the corridor; bringing renewed value to the area by providing meaningful physical and cultural connectivity, and enhancements to pedestrian, bicyclist, motorist, and public safety.

Summary of Recommendations

Near-Term Recommendations

- Explore tactical urbanism (temporary strategies) in the commercial area to enhance street character through elements such as public art, flower baskets, etc.
- Implement a road diet to reduce four driving lanes to two driving lanes with a painted median in the residential area and striping along the curb to reduce road width.

Long-Term Recommendations

- Enhance pedestrian and bikeway infrastructure.
- Reconfigure the street to implement a road diet (lane reduction) with medians where feasible.
- Implement traffic calming measures and street beautification strategies.

Urban Design Principles and Streetscape Design Guidelines

- Follow the urban design principles and streetscape design guidelines to guide implementation of the Joint Livingston Avenue Plan recommendations.

Implementation

- The Cities of Columbus and Bexley should work collaboratively to implement these recommendations.
- The recommendations contained in this report are aspirational and will require further design studies and exploration prior to implementation.



2

Planning Process



A process designed to include the community as co-creators of the future vision.

2.0 Planning Process

The planning study was the result of a collaboration between the City of Bexley and the City of Columbus. The cities partnered on this planning effort from early project definition and consultant selection to plan development and finalization. The cities provided project oversight by a "Working Group" composed of staff from Bexley and Columbus.

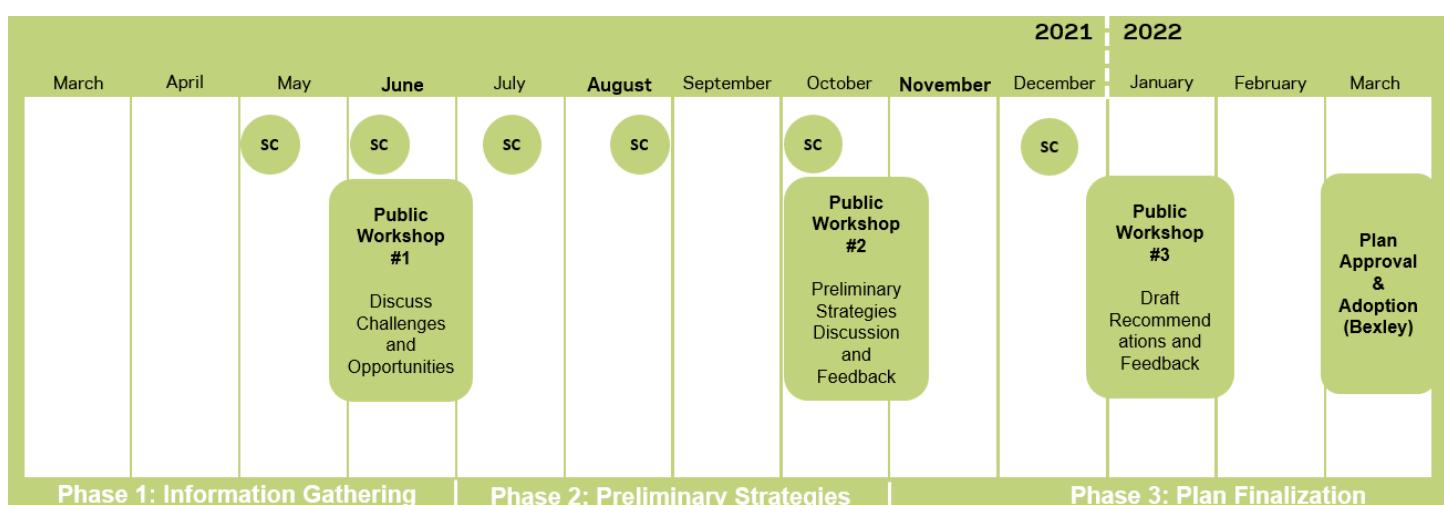
Spanning across thirteen months (March 2021 to March 2022), the planning process was designed around three primary phases: Information Gathering (visioning, needs, analysis), Preliminary Strategies (ideas exploration, preferred strategies) and Plan Finalization (recommendations, deliverables, approval). The process included community input throughout to ensure the future of the E. Livingston Avenue corridor responds to community needs.

A "Steering Committee," jointly appointed by both the cities, provided overall guidance and helped



Display boards for public input at Bexley City Hall

build consensus on the recommendations. The Steering Committee represented the diversity of the communities adjoining E. Livingston Avenue and, as identified under the Acknowledgments page of this report, included representatives of the various neighborhood and civic associations, public school, key institutions, activists, and grassroot advocates. The Steering Committee met six times during the planning period.



SC Steering Committee Meetings

Project Timeline

The process was designed to provide opportunities for the community to be engaged throughout - ranging from virtual and in-person workshops to online surveys and feedback boards at Bexley City Hall. In some cases, the community members also provided their input directly to the Steering Committee members or members of the planning team.

The community was also updated via the project website at: <http://www.bexley.org/livingston>. Public presentation material and meeting recordings were posted on the website along with information regarding upcoming public meeting

dates and links to surveys. Meeting notifications and project updates were sent through Bexley Blast. Some of the Steering Committee volunteers also personally handed out fliers to residences within the study area.

The outreach resulted in a wealth of information and feedback that shaped the final outcomes. A summary of the key aspirations gathered from the Steering Committee and community input is listed on the following page. (Refer to Appendix for community input and comments received through the process)



Discussion with the Steering Committee





Community Aspirations

- *Traffic safety is of highest priority*
- *Urgency expressed around making some immediate changes to address road safety, specifically stopping cars from crashing into homes*
- *Various roadway design and law enforcement solutions suggested*
- *Multi-use of corridor designed for bikes, pedestrians, and mass transit desired*
- *Need to improve streetscape with street trees and landscape elements*
- *Attract businesses that create walkable destinations, without displacing older small businesses*
- *Collaboration between Bexley and Columbus on implementation of streetscape improvements and development*

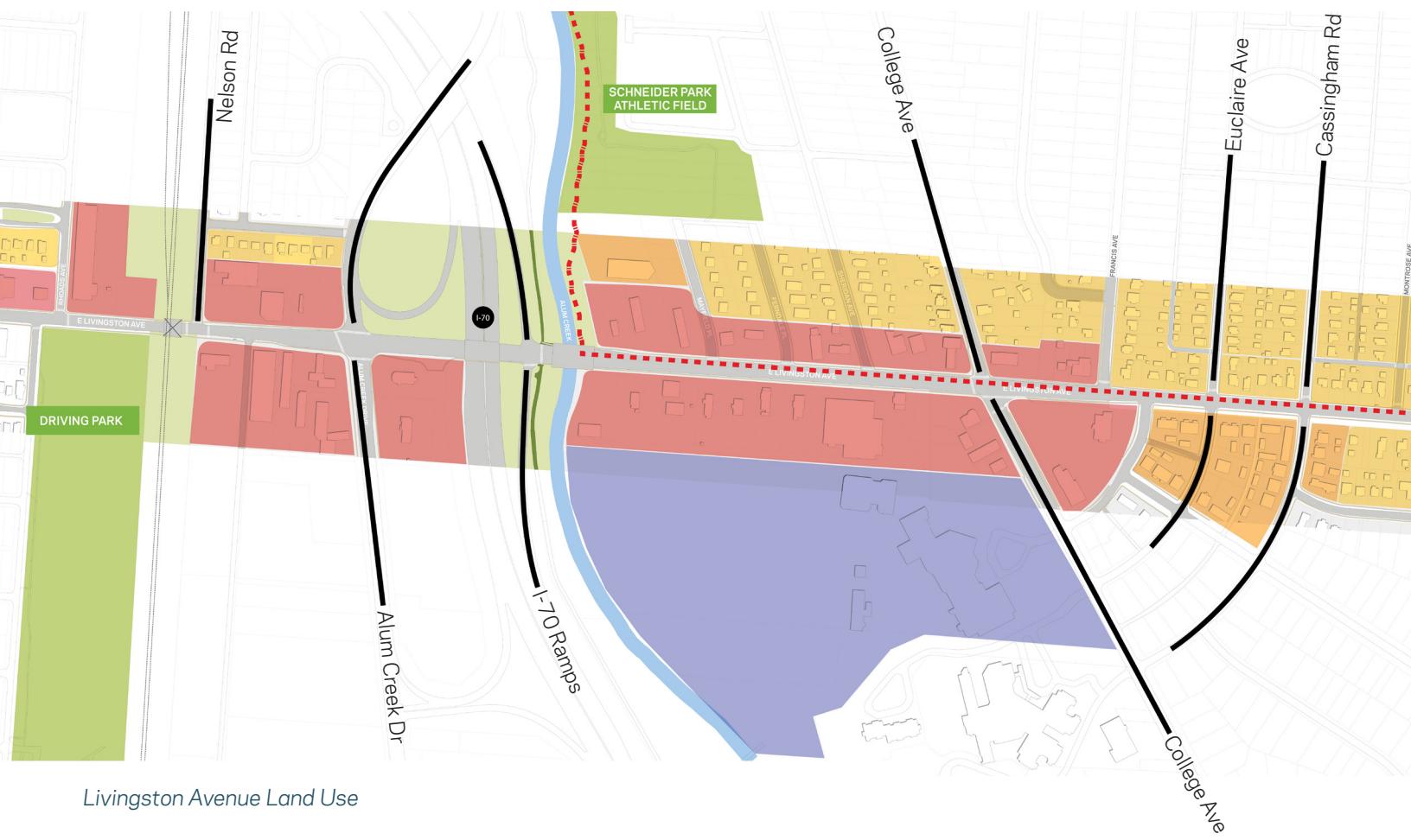
3

Existing Conditions Analysis

The planning area focuses on E. Livingston Avenue between Nelson Road and James Road and is surrounded by a tapestry of neighborhoods including: Driving Park, Bexley, Berwick, Hanford Village, South Eastmoor, Mayfair, and Linwood.

3.0 Existing Conditions Analysis

3.1 Neighborhoods and Land Use



Neighborhoods along Livingston Avenue



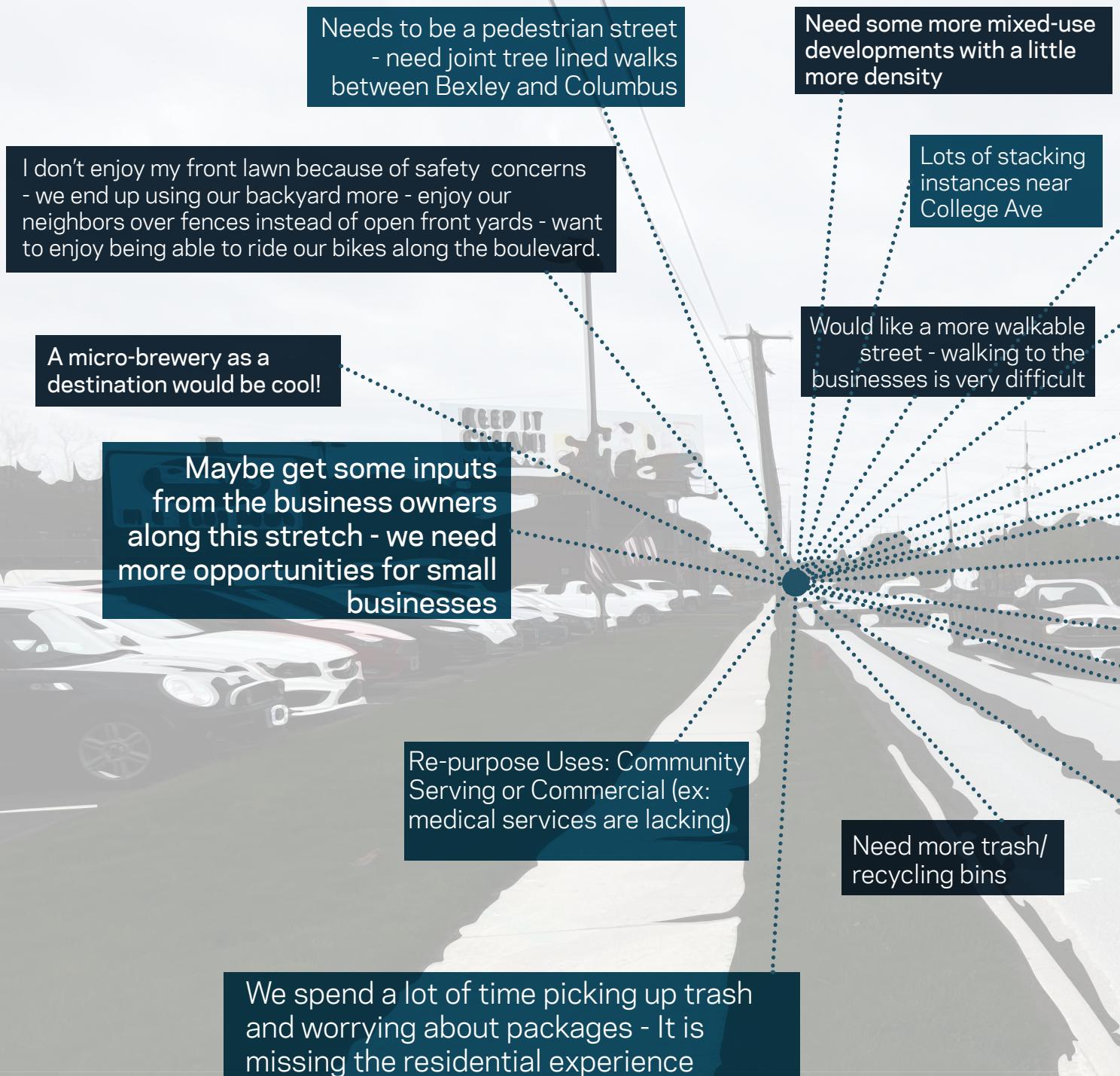
The Joint Livingston Avenue Plan study area extends from Nelson Road and the railroad to the west and to James Road on the east. The corridor traverses the Bexley and South Bexley neighborhoods to the north and the Columbus neighborhoods of Hanford Village and South Eastmoor, to the north and Berwick to the south. The Driving Park neighborhood anchors the west end of the corridor and the Mayfair and Linwood neighborhoods anchor the east end.

The Livingston Avenue corridor is characterized by a mix of land uses. The area between Nelson Road and Francis Road predominately lined by auto oriented convenience commercial uses, as is the James Road intersection, extending west to Kellner

Road. The corridor area between Francis Road and Kellner Road is mostly single family residential with the exception of a small enclave of multi-family residential, south of Livingston Avenue, between Castlegate Road and South Cassingham Road.

There are also a number of institutional uses located along the south edge of the corridor; Brookwood Presbyterian Church, Christ the King Catholic Church and All Saints Academy. The Brookwood Presbyterian Church site has been sold and is now approved for development of a senior living facility. While not directly fronting on Livingston Avenue, the Jewish Community Center of Greater Columbus is a large and important institutional use that has impact on the corridor.

3.2 Community Perceptions



Perception of Livingston needs to change - from a quick drive through to a residential street and a destination

Lots of curb cuts causing a safety issue (going both East and West) - lack of crosswalks makes it even more unsafe

We don't feel safe walking/biking along this corridor or in our homes

Too many curb cuts and turn lanes!

Intensification of land use - Need more mixed use & non-auto oriented uses

Solutions to improve transportation safety

Understanding both opportunities and constraints between the two cities - breaking down barriers.

It's a very unattractive corridor, soften it, make it pedestrian friendly

Maybe a boulevard and a tree lined street

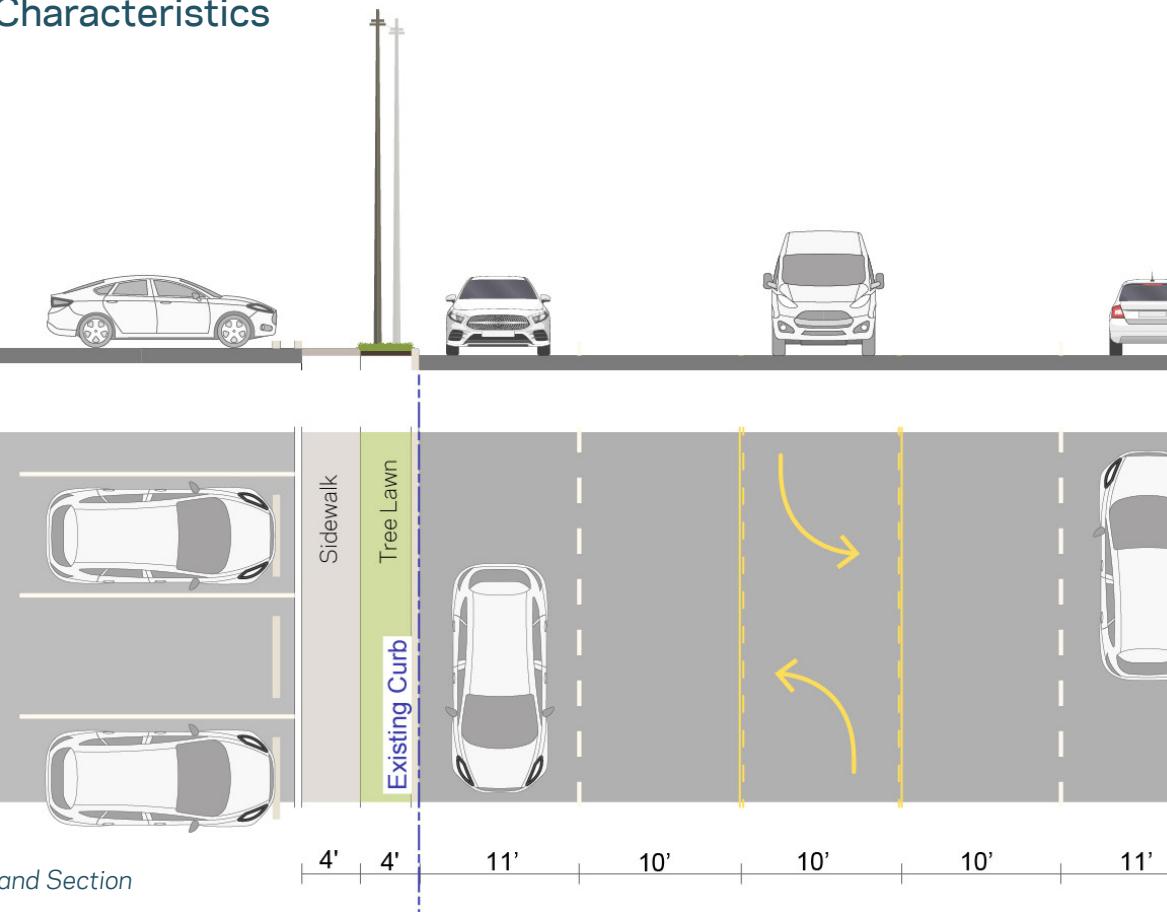
Definitely need a transition from auto/fast-food uses to more medical use/retail

Challenge the assumption that Livingston needs to be 4 lanes - it has far fewer traffic lights than other E-W streets

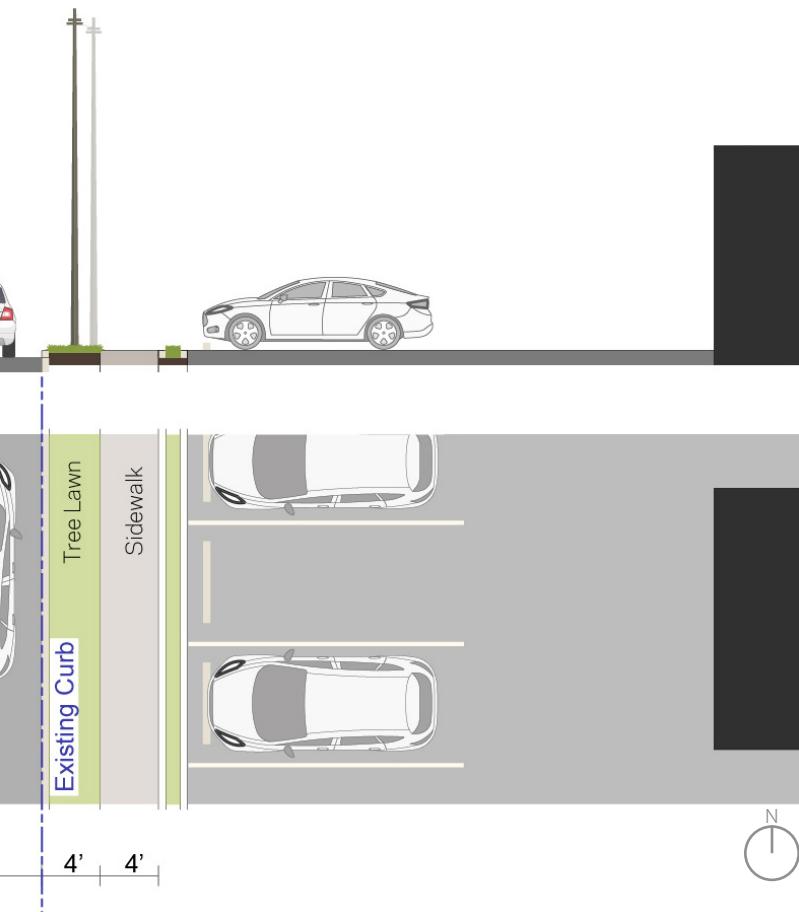
Put the front yard back in Livingston

3.3 Existing Street Characteristics

Commercial



Livingston Avenue Commercial Area



"Lots of curb cuts cause a safety issue (going both East and West) - lack of crosswalks makes it even more unsafe"

-Steering Committee Member

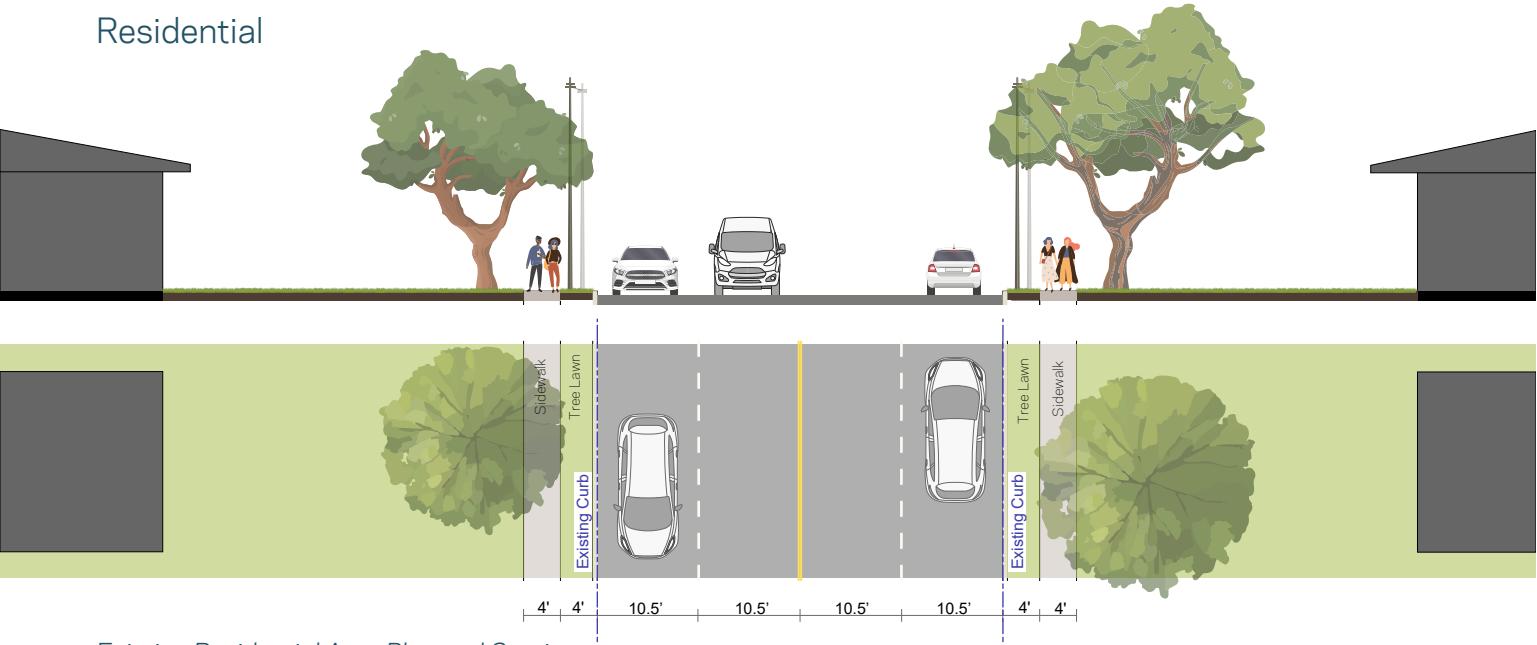
The character of the commercial and residential areas of E. Livingston Avenue are vastly different. However, they both share the same street corridor, which can be characterized by; high volume, fast moving traffic; a constant drone of car noise; minimal provisions for pedestrians and a heightened concern for the safety of pedestrians and for the residents and their homes along it.

The commercial areas of the corridor are characterized by auto oriented businesses with multiple curb cuts, buildings set back from the street, and with parking typically located in front of or sometimes surrounding the commercial building. The multiple curb cuts allow for

uncontrolled turning movements, across traffic, often not occurring in a safe manner and causing crashes. While narrow 4' wide sidewalks line both sides of the street, they are not well maintained, have multiple conflicts with curb cuts and moving vehicles and generally don't feel safe. In addition, the corridor is lined by utility poles and overhead lines, billboards and signage, inconsistent lighting and a lack of street trees and other streetscape elements.

3.3 Existing Street Characteristics

Residential



Existing Residential Area Plan and Section



Livingston Avenue Residential Area

The residential area of the corridor, in contrast, has a very robust landscape character with green lawns, attractive gardens and large shade trees that provide scale and beauty. These positive elements are unfortunately offset by the utility

poles and overhead lines, inconsistent lighting and narrow 4' wide poorly maintained sidewalks that are less than conducive for pedestrian and bicycle movement along the street.

3.4 Opportunities and Challenges

In addition to traffic analysis and street design considerations for E. Livingston Avenue, there are other challenges to overcome and opportunities to be embraced, that can help transform the corridor.

The railroad and Interstate 70 bridge over E. Livingston Avenue and present challenges along the corridor, by restricting traffic flow and pedestrian connectivity. Little can be done to physically change these obstacles, but if we consider them as community gateways, and upgrade them with fresh paint, new lighting, artwork, etc., they can become assets to the character and function of the corridor.

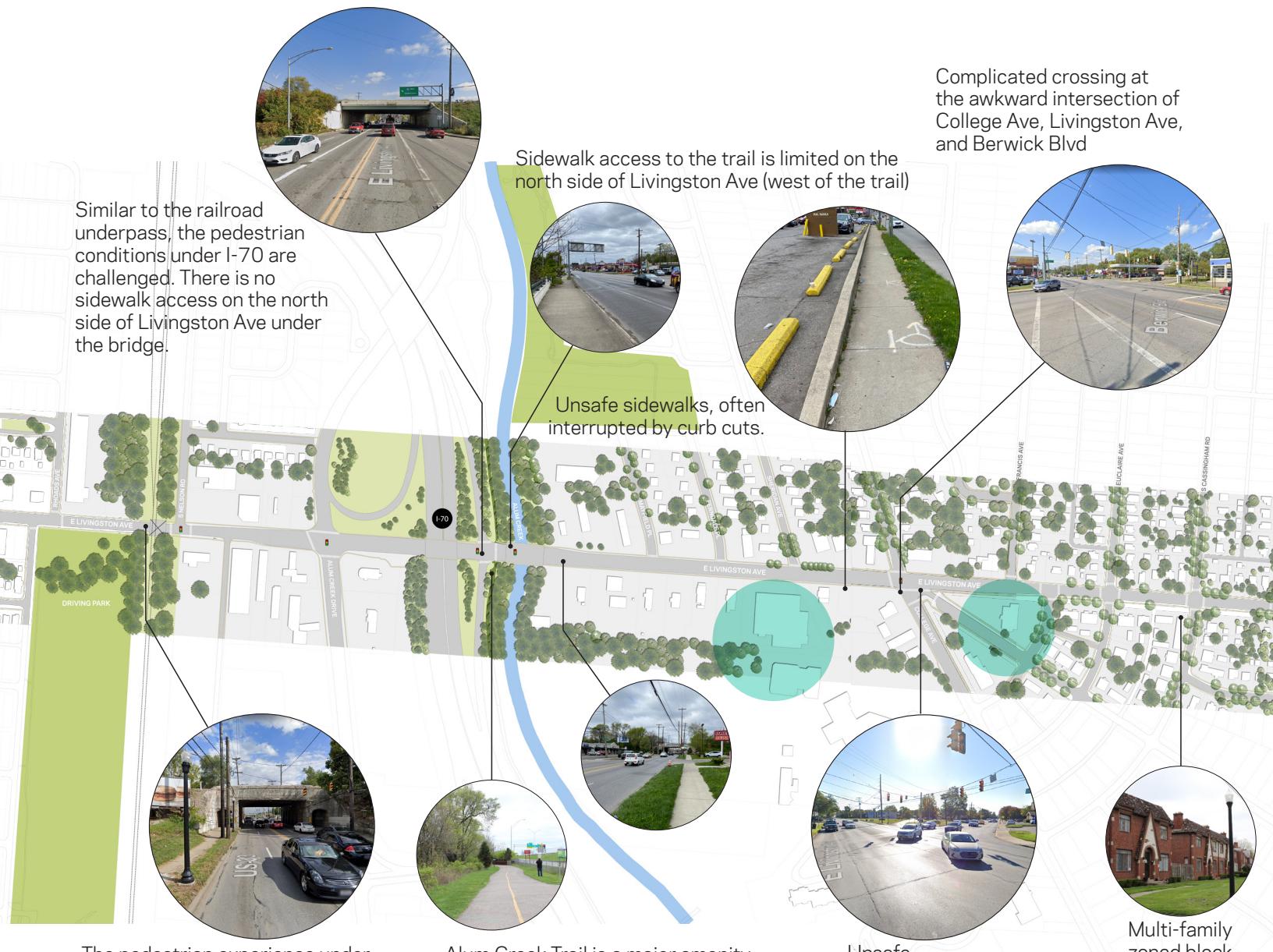
Alum Creek and the trail along it are great open space assets. The at-grade trail crossing at Livingston Avenue at the I-70 interchange is a challenge and safety concern. This creates the opportunity to consider a grade separated alternative, either a bridge over Livingston Avenue or rerouting the trail under the Livingston Avenue bridge that crosses Alum Creek.

The long-term redevelopment of the commercial properties along E. Livingston Avenue, between Alum Creek and College Avenue should consider the opportunity to create a strong open space and pedestrian connection to the Jewish Community Center. This connection would better link the redevelopment of Livingston Avenue with the spiritual, cultural, educational and recreational amenities that the center has to offer the community.

Berwick Boulevard intersects with Livingston Avenue at the College Avenue intersection, creating a five-way awkward and unsafe situation. Traffic on Berwick Boulevard is relative light and there are alternative routes to get to Livingston Avenue. Berwick Boulevard could be closed between Castlegate Road and Livingston Avenue, eliminating the awkward and unsafe challenges, but also creating land that could provide a public open space and placemaking opportunity along the corridor.

Bliss Run Tributary becomes an open stream corridor south of Livingston Avenue. This is a beautiful untapped natural amenity and open space opportunity. When combined with the former Brookwood Presbyterian Church overflow parking lot, this could be transformed into a neighborhood park and placemaking opportunity along the corridor.

3.4 Opportunities and Challenges



OPPORTUNITY AREAS

Opportunities and Constraints along Livingston Avenue



3.5 Access, Curb Cuts, and Crosswalks



Vehicular access, curb cuts, and existing crosswalks along Livingston Ave

Access to properties along E. Livingston Avenue is through single or multiple curb cuts in the commercial areas and driveway aprons in the residential area. A portion of residential properties in Bexley, on the north side of E. Livingston Avenue, between South Cassingham and Chelsea, have rear alley access and no front yard driveways.

There are a number of existing crosswalks, mostly on the north side of E. Livingston Avenue that connect across the side streets. The existing crosswalks that connect across E. Livingston Avenue are limited to Nelson Road, Alum Creek

Drive, Alum Creek Trail, College Avenue, South Roosevelt Avenue, Kenwick Road, Kingsbury Place (All Saints School crossing) and James Road.



Multiple curb cuts along the commercial section of Livingston Ave

3.6 Transit

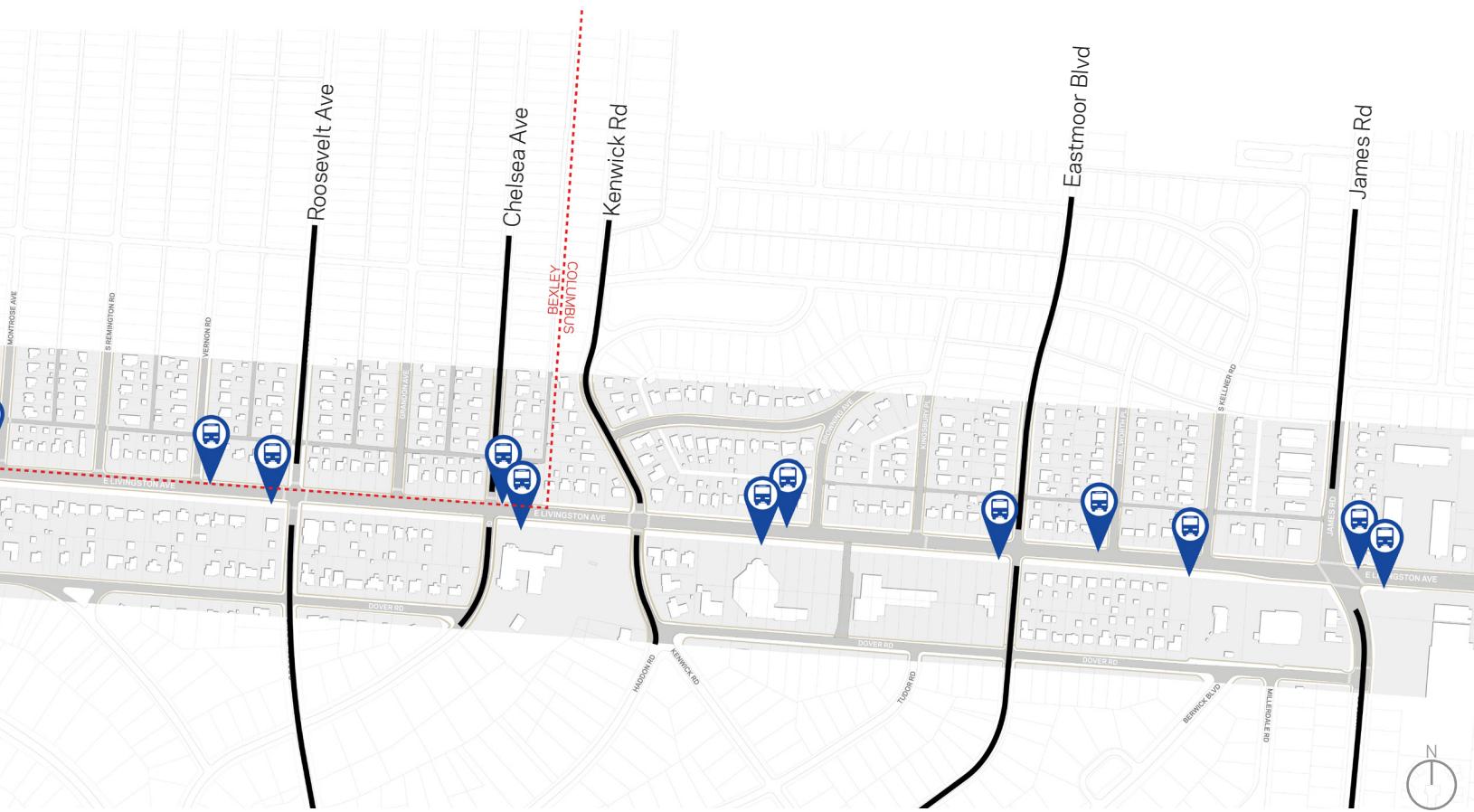


Livingston Avenue is a major street going through multiple municipal areas and local transit plays an important role in connecting these neighborhoods. Although transit analysis was not a part of the scope of this plan, the team met with COTA staff during the planning process and following were the outcomes of the discussion:

- Given the low COTA ridership along this corridor, buses stop only for about 30-50 seconds and will therefore not warrant a bus pull-off.
- Buses will continue stopping in the travel lane

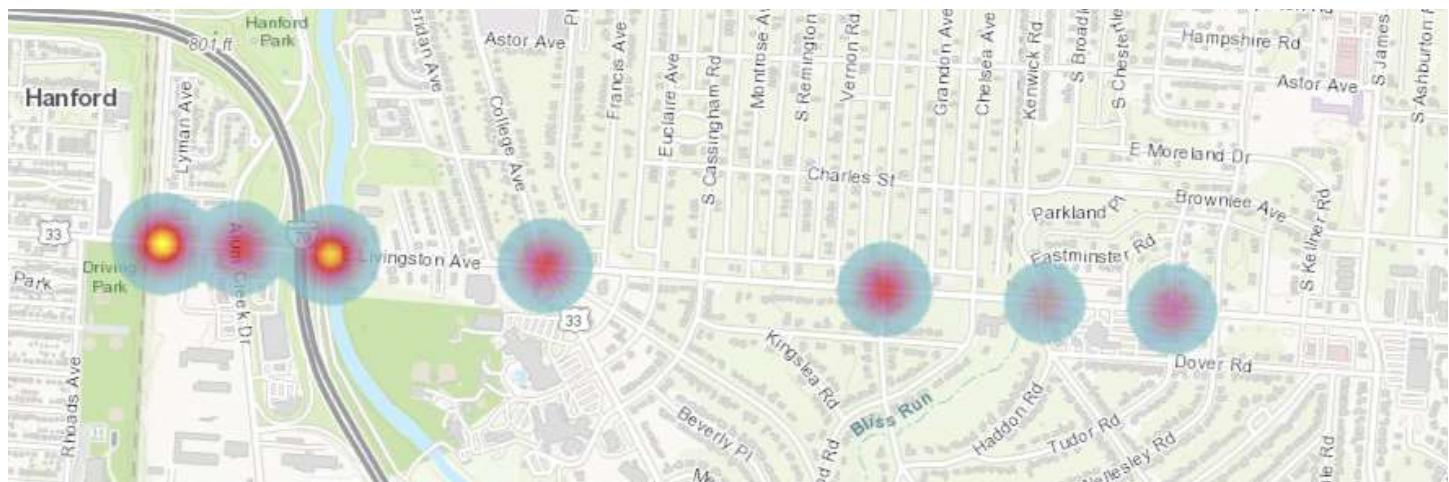
and will further aid traffic calming along the corridor.

- Bus stops will be relocated with pedestrian safety in mind
- Move bus stops closer to intersections and marked crosswalks when possible so pedestrians can cross the street behind the bus
- Explore funding opportunities for providing bus stop shelters with seating
- Both cities will continue working with COTA to streamline transit and access to bus stops along the corridor.

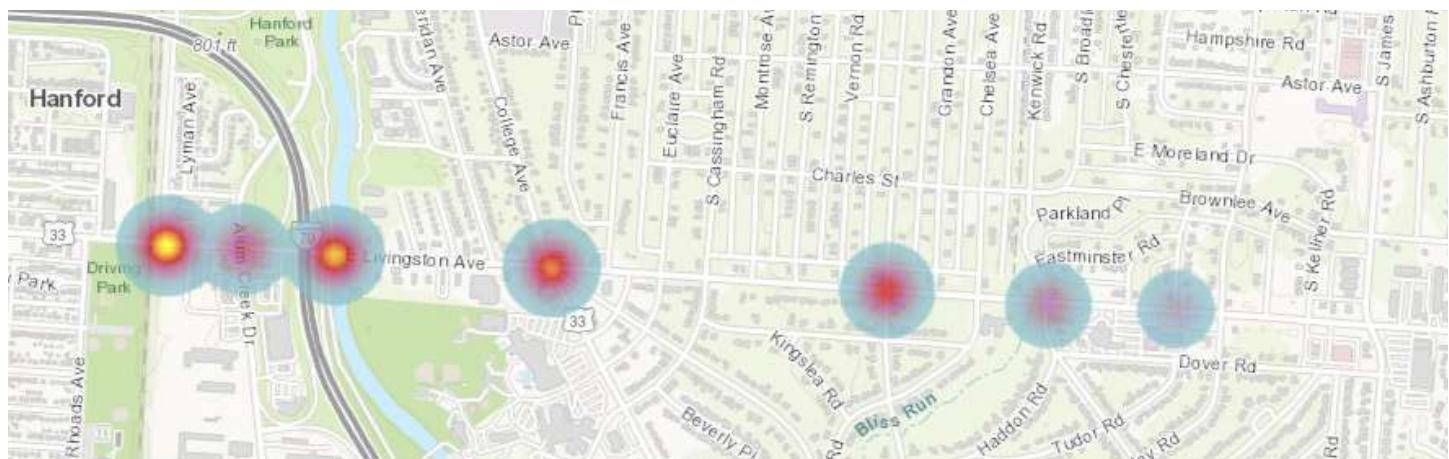


Existing COTA Stop on Livingston Avenue

3.7 Pedestrian Safety



Weekday Pedestrian Traffic Heat Map



Weekend Pedestrian Traffic Heat Map

Pedestrian safety along Livingston Avenue is very challenged. Traffic traveling over the 35mph speed limit, combined with multiple points where vehicles are turning in towards business establishments, driveways and side streets, is a top safety concern. Poorly maintained and narrow 4' wide sidewalks along both sides of the street, with limited or no vegetative or physical barriers between the street and the sidewalk, further compromises the feeling of a safe pedestrian space. The lack of well-marked and lit pedestrian crosswalks, especially

across Livingston Avenue, not only causes pedestrians to cross the street unsafely, but it limits connectivity between neighborhoods and the community.

E. Livingston Avenue currently has eight signalized pedestrian crossings between Nelson Road and James Road. There are 10 bus stops on the north side of E. Livingston Avenue and 11 bus stops on the south side. Pedestrian count data was collected for typical weekday (Tuesday-Thursday)



Unsafe pedestrian/sidewalk conditions



Unsafe pedestrian/sidewalk conditions

and Saturday pedestrian peak hour volumes at each intersection. The analysis and data are described in detail in the Traffic Volume Data and Calculations and the Crash Data and Analysis documents in the appendix section of this report.

The Crash Data and Analysis indicate there were 18 crashes involving pedestrians throughout the corridor. Five of these crashes occurred between the I-70 Ramps and College Avenue intersections where no mid-block crossings are present. More

information on the pedestrian crashes can be found in the Crash Data and Analysis in the appendix.

The image alongside summarizes the land uses, signalized and non-signalized crosswalks, current bus stop locations, and historical pedestrian crashes throughout the corridor. The analysis will be used by the City of Columbus as they conduct further studies to investigate where future crosswalks could be placed, and how bus stops could be relocated near crosswalk locations.

3.8 Traffic Volume and Capacity Analysis

Traffic analysis was conducted to ground this study in data for the current-state (2021) and projected future (2045) data. A summary of the methodology is shared below and described in detail in the appendix. Based on the analysis, the highest traffic volumes are seen at the E. Livingston Avenue intersections with Alum Creek Drive, I-70 Ramps, and James Road. The lowest traffic volumes are seen at the E. Livingston Avenue intersections with Roosevelt Avenue, Kenwick Road, and Kingsbury Drive. The College Avenue intersection acts as a transition between the high-volume intersections on the west end of the corridor and the lower-volume, more residential intersections on the east end of the corridor.

Based on these volumes and the capacity analysis, it is recommended that E. Livingston Avenue from S. Nelson Road to College Avenue be designed as a five-lane section, and from east of College Avenue to just west of James Road be designed as a three-lane section.

Turning movement count (TMC) data was collected over 12-hour (6:30 AM - 6:30 PM) on a typical weekday (Tuesday-Thursday) in April 2021 at the following E. Livingston Avenue intersections:

- S. Nelson Road
- IR-70 WB Ramps
- S. Roosevelt Avenue
- Kenwick Road
- Kingsbury Road

TMC data was collected by others and provided for the following E. Livingston Avenue intersections, with dates specified:

- Alum Creek Drive (January 22, 2020, from 7 AM - 7 PM)
- College Avenue/Berwick Boulevard (August 25, 2020, from 7 AM - 7 PM)

TMC data at the E. Livingston Avenue and James Road intersection was supplemented using StreetLight data averaging a typical weekday in 2019.

For all TMC data collected after March 2020, analysis was performed to determine if the data was impacted by the COVID-19 pandemic. The AM, PM, and total April 2021 IR-70 WB Ramps TMC data was compared to the AM, PM, and total January 2020 Alum Creek Drive TMC data. It was determined the 2021 PM data was within 2-3% of the 2020 PM data and 2021 total count data was very close to the total pre-pandemic data. However, the 2021 AM data was 14% different compared to pre-pandemic data. Therefore, an adjustment factor of 1.14 was applied to all intersections for the 2021 AM data only.

Linear annual growth rates were obtained from the Mid-Ohio Regional Planning Commission (MORPC). In general, 0.5% growth is assumed for all study intersection approaches, except for the following:

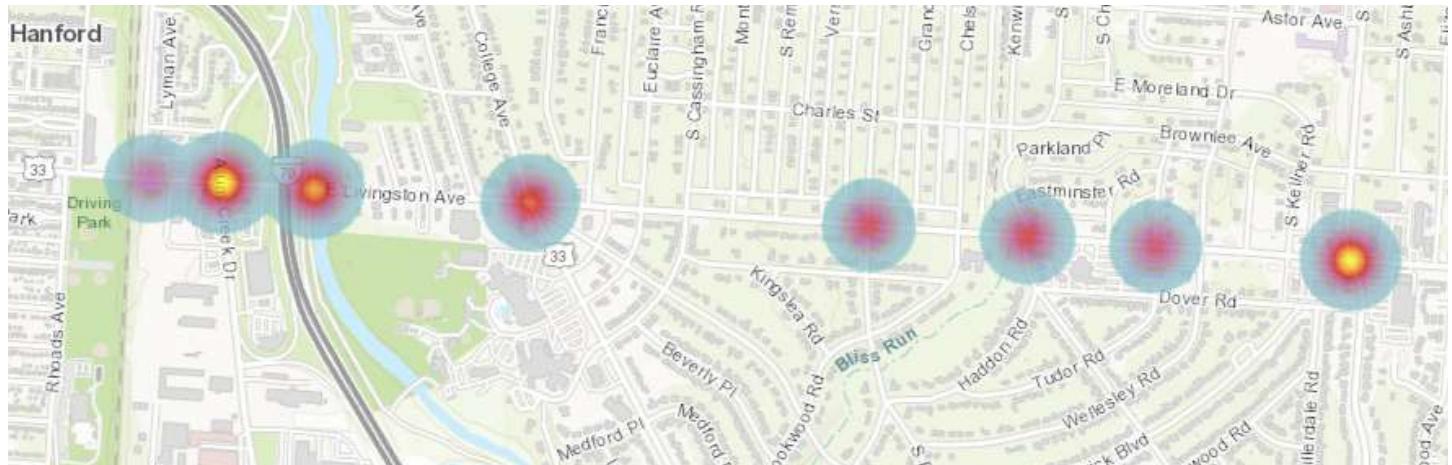
- 0.7% for Nelson Road north of E. Livingston Avenue
- 1.0% for IR-70 WB Ramp north of E. Livingston Avenue

- 0.8% for College Avenue north of E. Livingston Avenue

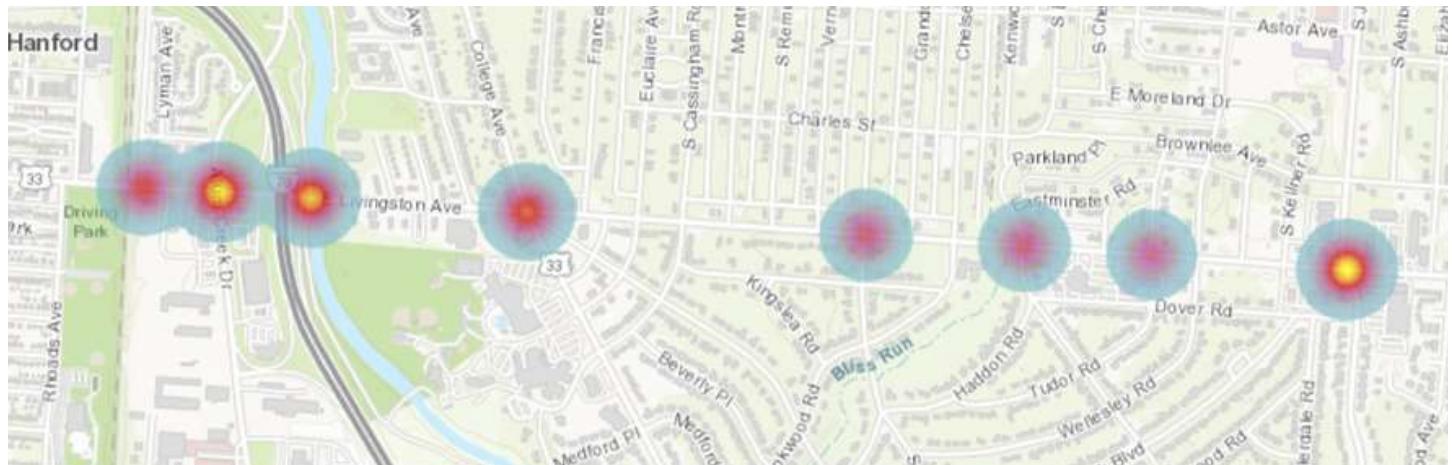
The growth rates were applied to the adjusted AM count data and the PM count data to develop 2021 existing year and 2045 horizon year background volumes. Average daily traffic (ADT) volumes were developed for 2021 existing year and 2045 horizon year build conditions using the ODOT Partial Count Factor spreadsheet. Detailed findings from this analysis are documented in the

Traffic Volume Data and Calculations document in the appendix section of this report.

Capacity analysis for existing year (2021) and horizon year (2045) at all study intersections under different future scenarios of road reconfiguration and lane reductions was also conducted. The findings of that analysis are documented in the Capacity And Queuing Analysis document in the appendix section of this report and inform the recommendations of this plan.



AM Peak Vehicle Traffic Heat Map



PM Peak Vehicle Traffic Heat Map

3.9 Crash Analysis

One of the most challenging issue for the Livingston Avenue corridor is speeding traffic and motorists that are often clocking above posted speed limits, resulting in a highly unsafe environment for pedestrians, bicyclists, and property owners.

Vehicle crash data along E. Livingston Avenue between Nelson Avenue and James Road was obtained from the Ohio Department of Transportation (ODOT) GIS Crash Analysis Tool (GCAT) for years 2017 through 2020. Additionally, pedestrian crash data along the same corridor was obtained for years 2015 through 2020. Note, 2020 data is provided for informational purposes and cannot necessarily be compared to be previous data years due to the COVID-19 impact on traffic volumes.

Each crash report was reviewed for accuracy of crash type, location, and other such characteristics. A total of 652 crashes were obtained and then plotted on an aerial image where each crash occurred. The detailed crash diagrams are provided in the appendix section of this report. Some notable crash statistics are listed in the table on the following page.

News Release

March 02, 2021

VISION ZERO COLUMBUS TO IMPLEMENT FIRST ACTION PLAN

“Columbus and the City of Bexley are partnering to implement Vision Zero strategies that address speed and the number of crashes on Livingston.”

<https://www.columbus.gov/Templates/Detail.aspx?id=2147519364>

Crash Year	Number	Percent
2017	152	23.3%
2018	161	24.7%
2019	185	28.4%
2020	147	22.5%

Crash Severity	Number	Percent
Fatal Crash	4	0.6%
Injury Crash	211	32.4%
Property Damage Crash	437	67.0%

Crash Type	Number	Percent
Rear End	175	26.8%
Angle	173	26.5%
Sideswipe - Passing	127	19.5%
Left Turn	75	11.5%
Fixed Object	31	4.8%
Pedestrian	18	2.8%
Sideswipe - Meeting	13	2.0%
Head On	11	1.7%
Pedal cycles	10	1.5%
Parked Vehicle	10	1.5%
Backing	8	1.2%

Road Condition	Number	Percent
Dry	496	76.1%
Wet	136	20.9%
Snow/Ice	15	2.3%
Other/Unknown	5	0.8%

Hour of Day	Number	Percent
12:00 AM	9	1.4%
1:00 AM	7	1.1%
2:00 AM	9	1.4%
3:00 AM	5	0.8%
4:00 AM	1	0.2%
5:00 AM	5	0.8%
6:00 AM	11	1.7%
7:00 AM	16	2.5%
8:00 AM	29	4.4%
9:00 AM	36	5.5%
10:00 AM	24	3.7%
11:00 AM	35	5.4%
12:00 PM	40	6.1%
1:00 PM	34	5.2%
2:00 PM	43	6.6%
3:00 PM	47	7.2%
4:00 PM	58	8.9%
5:00 PM	79	12.1%
6:00 PM	46	7.1%
7:00 PM	32	4.9%
8:00 PM	29	4.4%
9:00 PM	23	3.5%
10:00 PM	20	3.1%
11:00 PM	14	2.1%

Crash Statistics

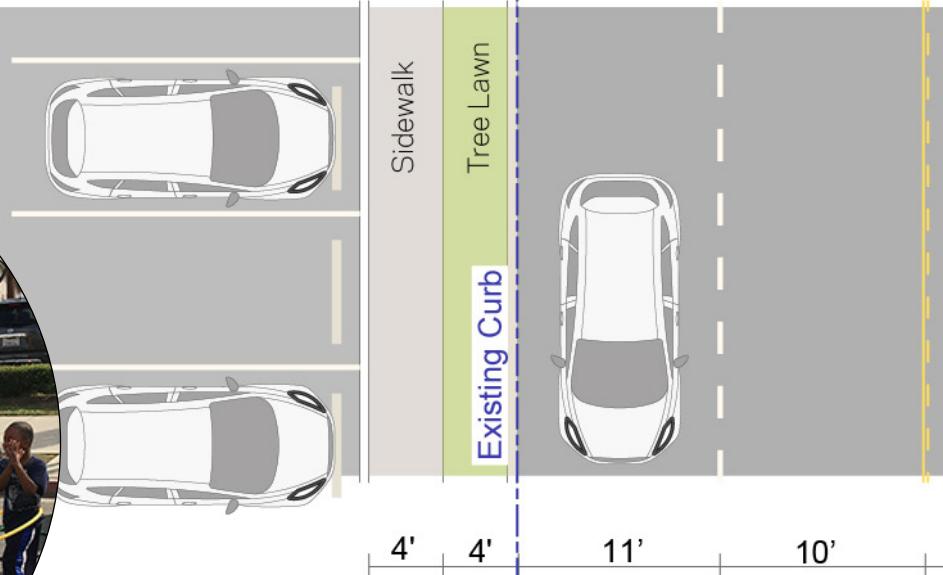
4

Near-Term Recommendations

Responding to the urgent need to create a safer neighborhood corridor for pedestrians, bicyclists, and motorists.

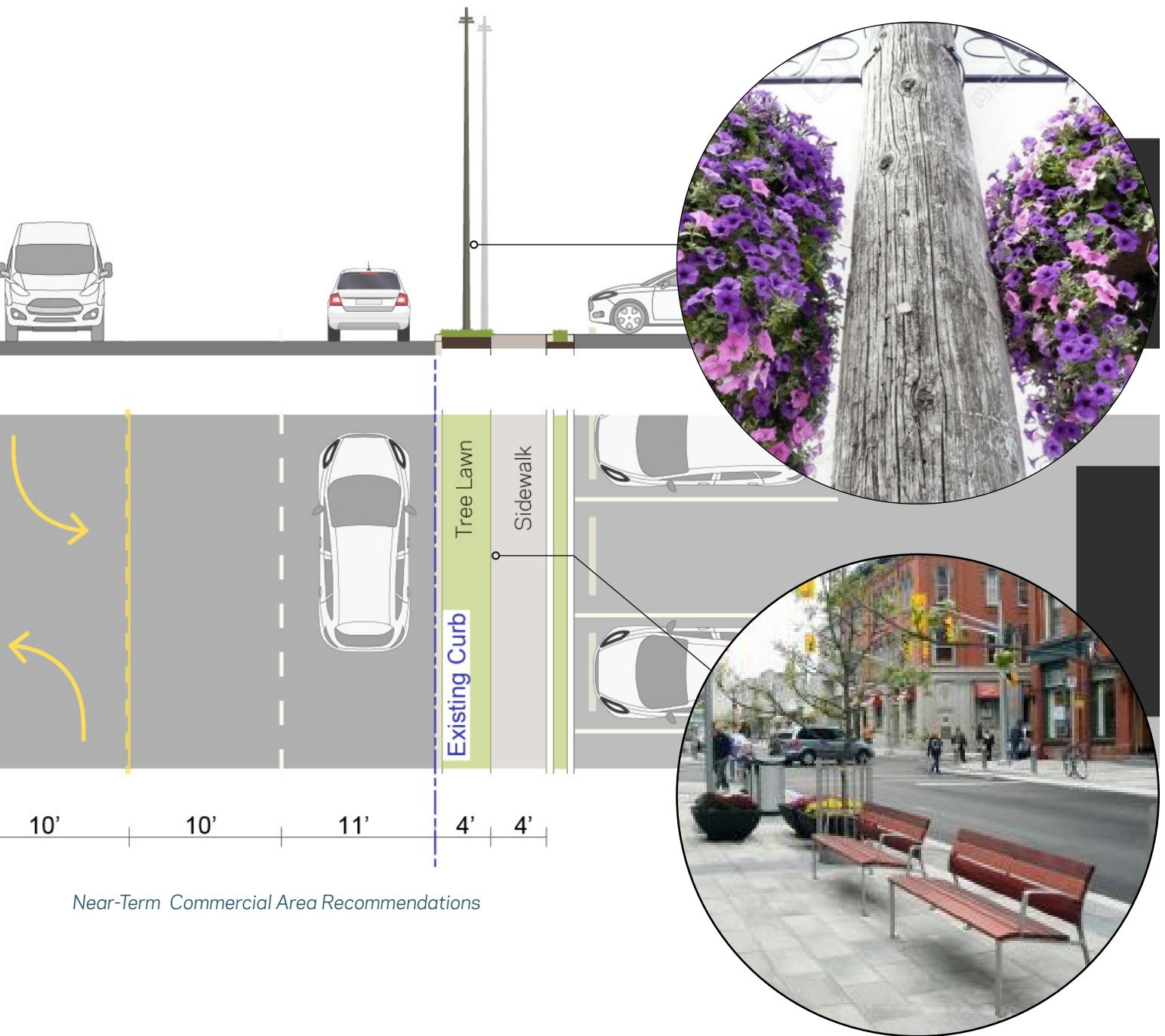
4.0 Near-Term Recommendations

4.1 Commercial Area



The near-term road diet for E. Livingston Avenue has been divided into two sections; the commercial areas and the residential neighborhood. The commercial areas extend from the railroad tracks and Nelson Road to Francis Avenue, on the west end and from South Kellner Road to James Road on the east end of the corridor. The residential section extends from Francis Road to South Kellner Road.



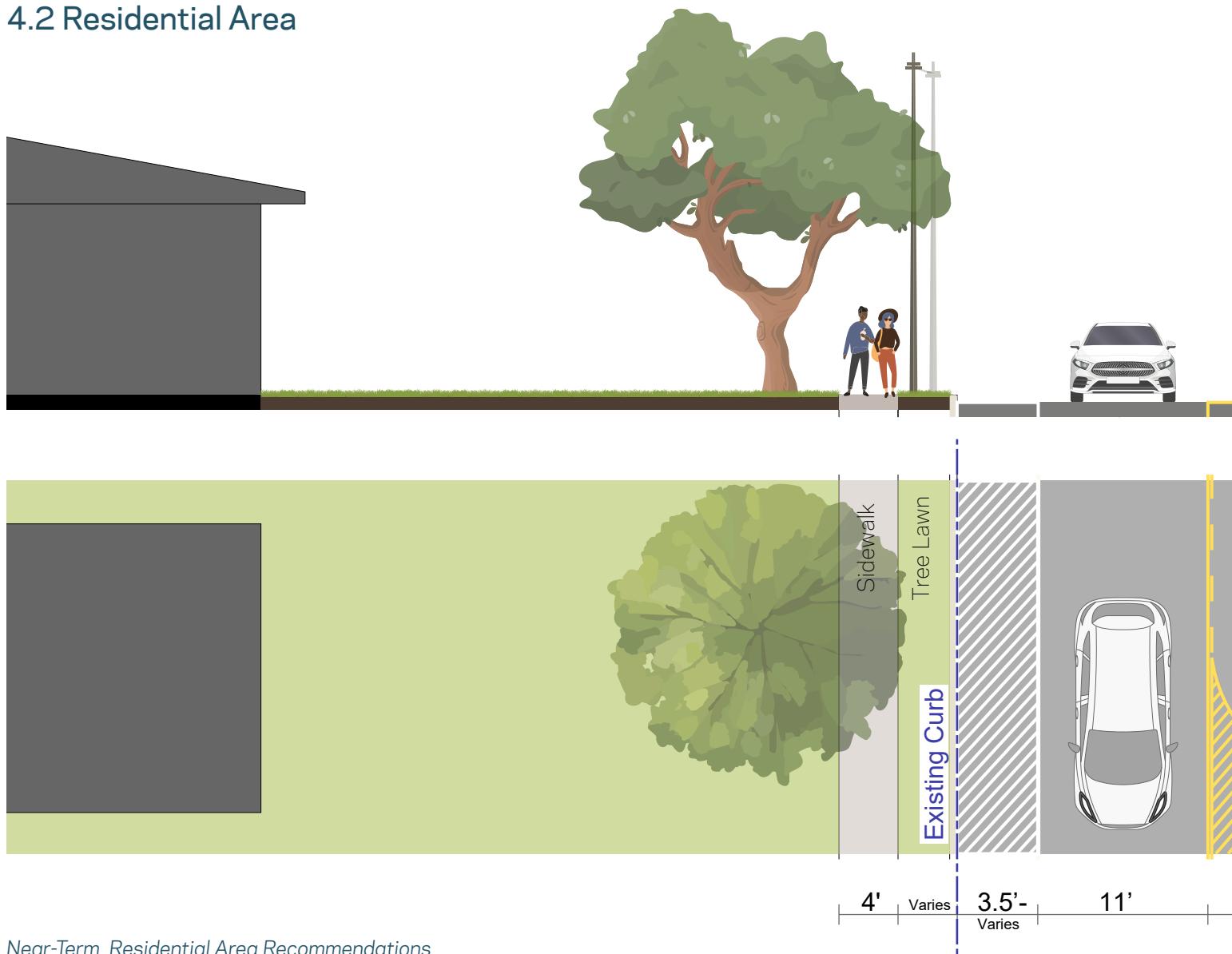


The existing five lane section of E. Livingston Avenue in the commercial areas will not change in the near-term due to the multiple curb cuts that serve the existing commercial businesses that lie along it. Changes in these areas will need to occur with redevelopment of the adjoining properties and the elimination of multiple curb cuts. See 5.0 Long-Term Improvements - Commercial Area.

While near-term road diet improvements are not possible, there is the opportunity to invest in the aesthetics of the corridor through enhanced landscaping, public art and street furniture.

These recommendations are aspirational and will require further exploration and coordination prior to implementation.

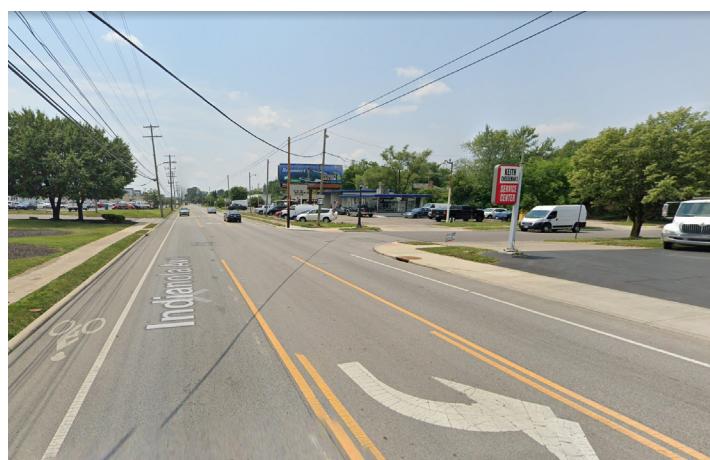
4.2 Residential Area



Near-Term Residential Area Recommendations

The near-term road diet improvements in the residential area of E. Livingston Avenue will reduce the number of lanes from four to three, with one 11' wide moving lane in each direction and a 11' wide turning lane in between through painted striping of the street. This proposed new cross section will keep the existing curbs on each side of the street with the three 11' wide lanes centered between the curb-lines. This will require additional striping on each side of the street

(approx. 3.5') to take up the width of the eliminated lane. Where applicable, this will also require the removal of off-peak street parking on Livingston Ave between College Ave and James Rd. In the near-term improvements there are no other proposed changes within the right-of-way to tree lawns or sidewalks. The long-term improvements recommend additional improvements to the Livingston Avenue streetscape. See 5.0 Long-Term Recommendations.



5

Long-Term Recommendations

A unique opportunity for two cities and the many neighborhoods to unite behind a common vision to bring meaningful and sustainable change in the community .



5.0 Long-Term Recommendations

The long-term improvements for East Livingston Avenue have been divided into two sections; the commercial areas and the residential neighborhood. The commercial areas extend from the railroad tracks and Nelson Road to Francis Avenue, on the west end and from South Kellner Road to James Road on the east end of the corridor. The residential section extends from Francis Road to South Kellner Road.

These recommendations are aspirational and will require further design exploration and coordination prior to implementation.

5.1 Commercial Area

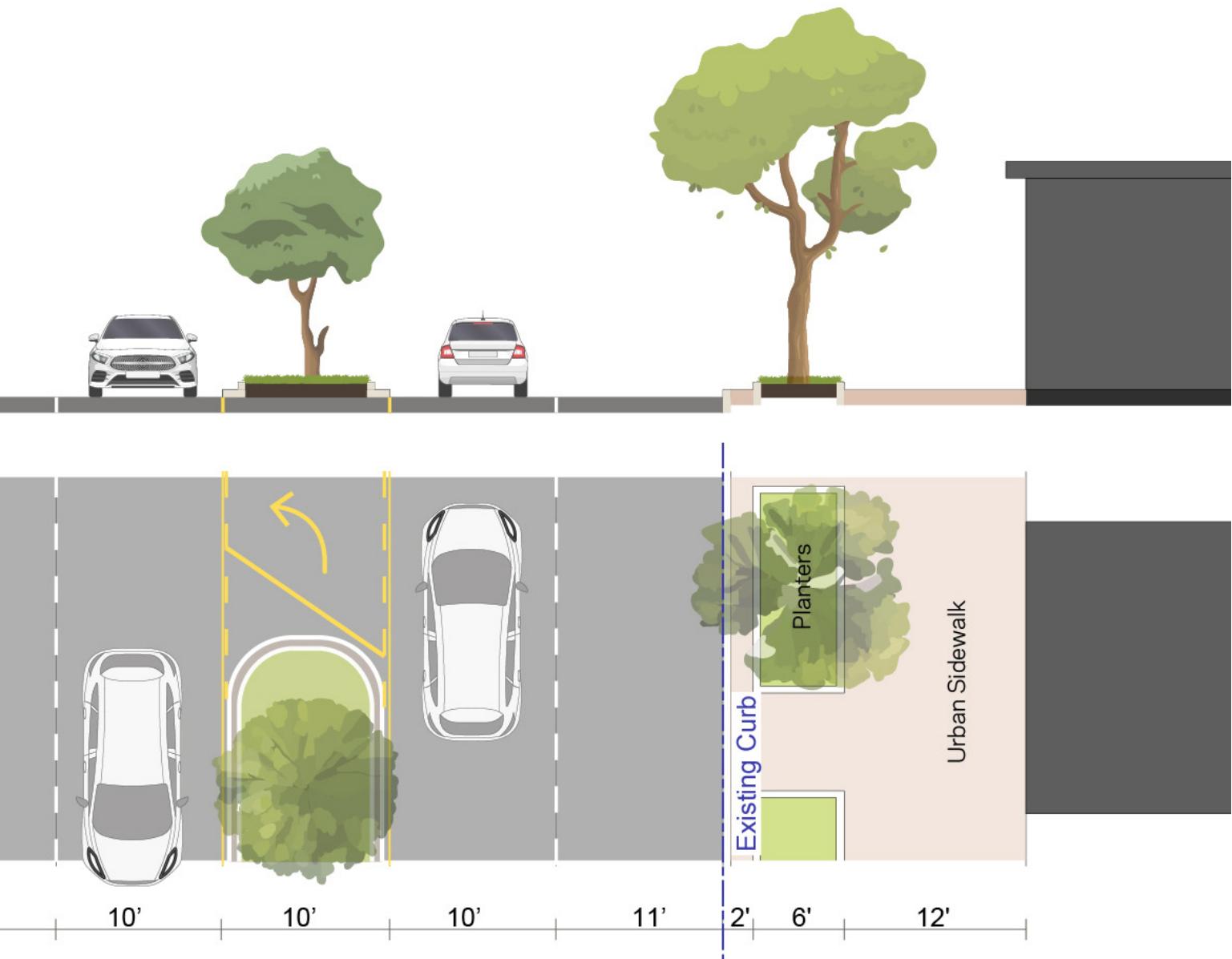
The long-term improvements to E. Livingston Avenue in the commercial areas will be implemented in conjunction with the redevelopment of the commercial property that line the street with a goal of reducing curb cuts and vehicular turning movements, bringing new buildings to the right-of-way line and locating parking behind the buildings with rear driveway access. This goal establishes a more urban street cross-section, an active and walkable streetscape environment and an inherently slower safer Livingston Avenue.

As the commercial areas are redeveloped, changes to the street can be considered. E. Livingston Avenue through the commercial areas will need to continue as five lane cross sections, with an 11' wide curb lane on each side, a 10' wide inside lane



Typical Plan and Section for the Long-Term Commercial Recommendations

in each direction and the ability to accommodate a 10' wide turn lane. With the reduction in curb cuts, the long-term improvements also recommend the addition of a 10' wide central landscaped median that integrates the turn lane and scales down the street to encourage slower vehicular movement. The reduction in curb cuts and limited left turns along Livingston Ave will be aided with back access roads and dedicated left turn lanes at key intersections.



The urban streetscape will incorporate street trees in planters, street lighting, street furniture and other pedestrian amenities. The ground floors of buildings should have active, forward facing uses that animate the sidewalk. A variety of building setbacks, building heights and massing, changes in building materials and interstitial spaces within and between buildings will encourage social gathering, enhance placemaking and elevate the human experience.

* Any median locations, dimensions, and actual feasibility will be determined in the next phase of the project.

5.1 Commercial Area - Long-Term Vision

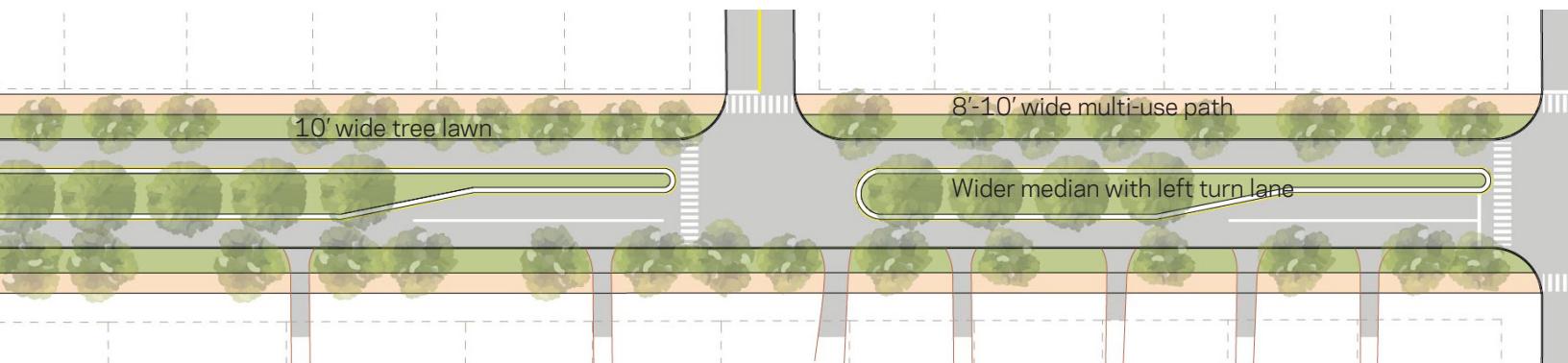


Long-Term Commercial Vision

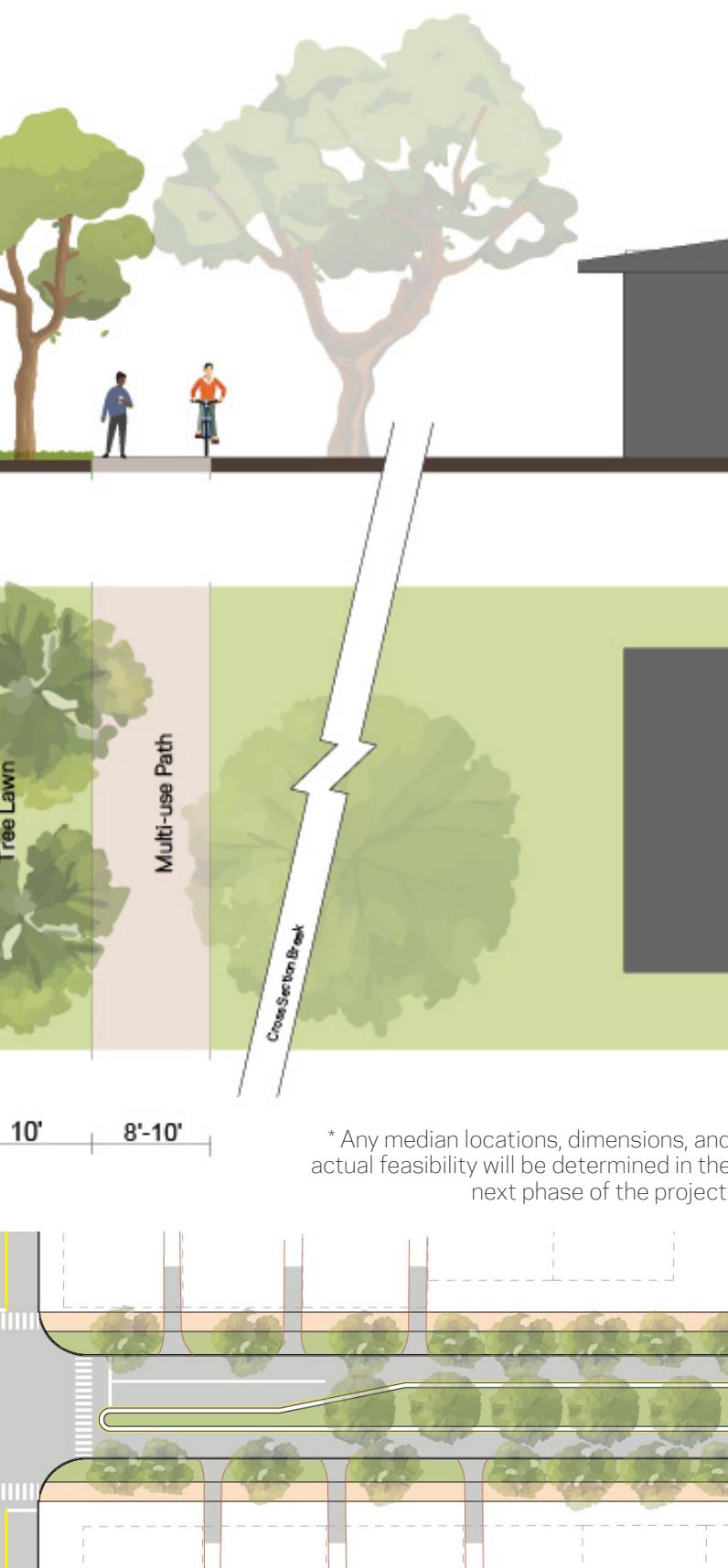




Typical Plan and Section for the Long-Term Residential Recommendations



Generalized Plan For Two Moving Lanes With Median/Turn lane In The Residential Area



5.2 Residential Area

The long-term improvements in the residential area of E. Livingston Avenue build on the near-term improvements and continues a three-lane cross-section. The existing curb line will remain with one 11' wide moving lane along the curb in each direction. The remaining space, in the middle of the street, will be dedicated to an 18' wide landscaped median, with 11' wide turning lanes at key intersections. In addition to the already established road diet in the near-term plan, the median will further act to slow traffic down on Livingston Avenue and provide tremendous value in beautifying the corridor.

The long-term improvements also include a 10' wide tree lawn on both sides of the street and an 8'-10' wide multi-use path/sidewalk. While these are the recommended long-term improvements, the final design is subject to detailed engineering studies which may require modifications. In addition, to accomplish the wide tree lawns and wide multi-use path/sidewalk, additional right-of-way may need to be acquired.

A typical plan view of the long-term improvements highlights the integration of turn lanes with the median and the provision for pedestrian crosswalks at side streets and across Livingston Avenue at key intersections. The plan also highlights portions of the corridor where residential properties fronting the street have direct driveway access to Livingston Avenue. The proposed median will restrict movement onto Livingston Avenue from these driveways.

5.2 Residential Area - Long-Term Vision - With Painted Median



Long-Term Residential Vision with Painted Median



* Any median locations, lengths and actual feasibility will be determined in the next phase of the project. Follow City of Columbus Traffic Design Manual for mast arm traffic signals design guidance.

5.2 Residential Area - Long-Term Vision - With Planted Median

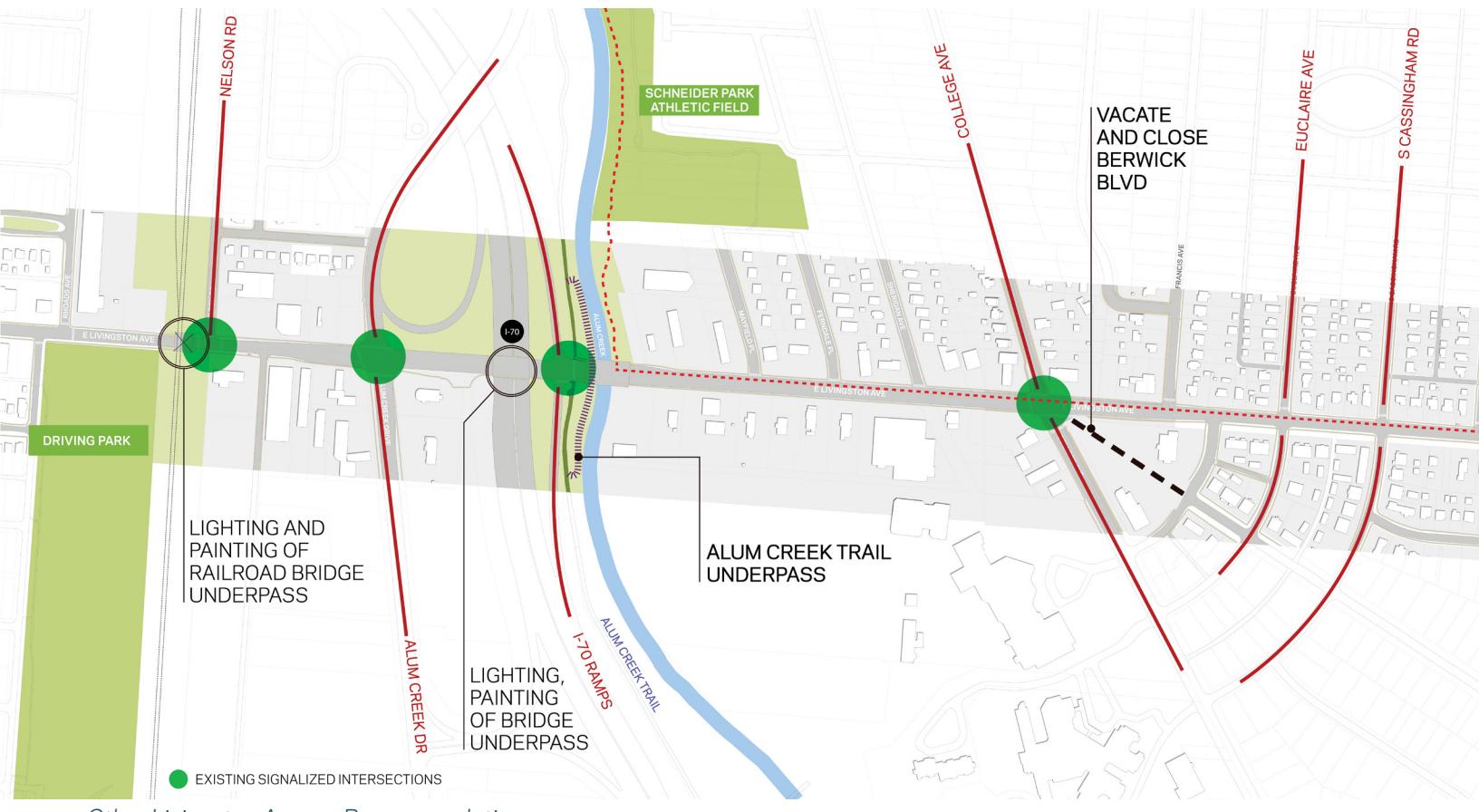


Long-Term Residential Vision with Planted Median



* Any median locations, lengths and actual feasibility will be determined in the next phase of the project. Follow City of Columbus Traffic Design Manual for mast arm traffic signals design guidance.

5.3 Other Recommendations



Other Livingston Avenue Recommendations

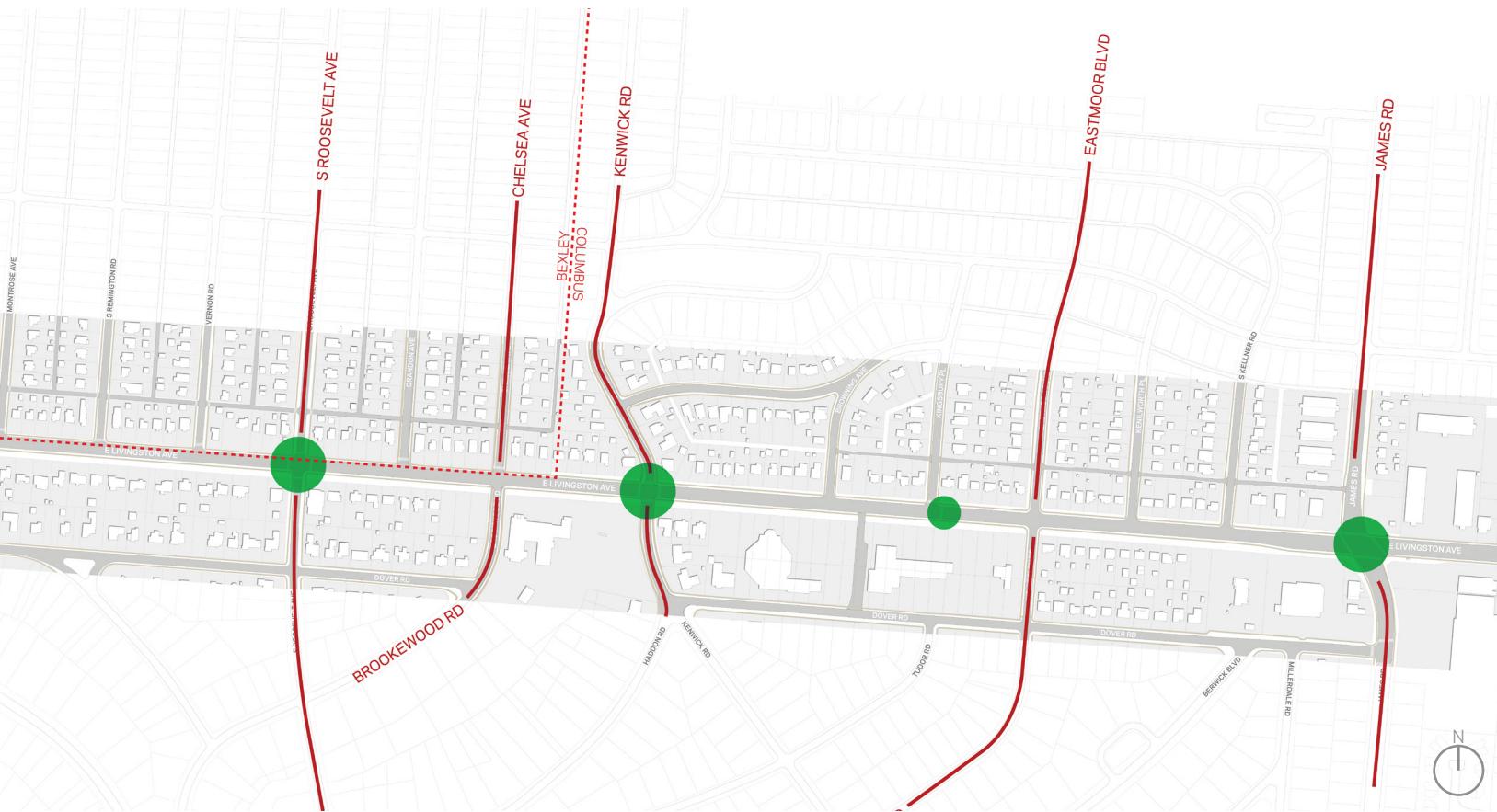
Apart from the overarching street improvement recommendations, certain key intersections along the corridor will also benefit from design and tactical interventions.

The commercial area at the west end of the study has two major underpasses - the railroad bridge west of Nelson Road and the I-70 underpass. Both underpasses are in a state of disrepair and provide an extremely unsafe pedestrian experience. To help enhance the character of these 'gateways' and increase pedestrian visibility, it is recommended that both underpasses be made safer and

more welcoming through painting and lighting improvements.

The Alum Creek Trail is a major asset to the community along the corridor, however, the key access points to this trail are located just adjacent to the extremely busy I-70 on and off ramps.

Further, due to the lack of a sidewalk connection to the trail north of the corridor, pedestrians have no choice but to cross Livingston Avenue at this very busy intersection. To avoid this at grade crossing, it is recommended that an accessible, well-lit, and



safe underpass connection to the trail be explored at this intersection.

Finally, it is recommended that Berwick Boulevard be vacated and closed from Livingston Avenue to Castlegate Road. This will allow for a safer pedestrian crossing at the College Avenue intersection and will streamline traffic flow by eliminating additional traffic from Berwick Boulevard.

A landscape painting with a large white number 6 overlaid. The painting depicts a hillside with green trees and bushes in the foreground, leading to a valley with rolling hills and a small town in the background. The sky is a light blue with soft clouds.

6

Streetscape Design Guidelines

From vision to implementation - design guidelines serve as a tool to ensure implementation reflect the spirit contained with the recommendations of the Joint Livingston Avenue Plan.



6.0 Streetscape Design Guidelines

The purpose of the streetscape guidelines is to guide development of the streetscape for E. Livingston Avenue between Nelson Road and James Road. The intent of these guidelines is to lend a continuity of aesthetics along the length of the street in support of the recommendations of the Joint Livingston Avenue Plan and in keeping with City of Columbus and City of Bexley streetscape standards, best practices for street safety, operations, maintenance, and stormwater management.

Columbus City Code outlines maintenance responsibility within the ROW (Right of Way). This guide is a long-term vision for the corridor, however, maintenance responsibility for streetscape items beyond what Columbus maintains will need to be determined with any long-term improvement project.

The following summarize the aspirations driving the guidelines:

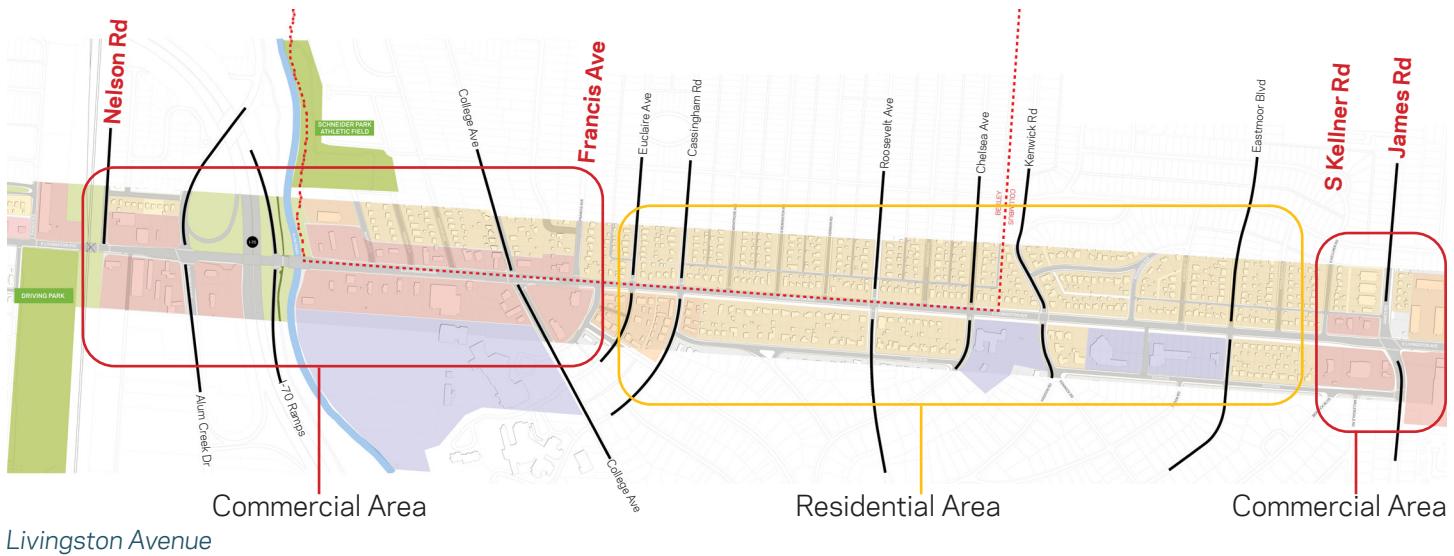
- Create a beautiful street
- Lend a continuity of aesthetics along the street
- Create a safer corridor
- Prioritize pedestrian experience
- Create a safe bikeway
- Improve vehicular safety
- Reflect urban neighborhood street character

The guidelines have been organized into the following sections

- How to use this Guide
- Commercial Section Streetscape Design Guidelines
- Residential Section Streetscape Design Guidelines
- Reference Standards

6.0 Streetscape Design Guidelines

6.1 How to Use This Guide



Components of the street

The guidelines are categorized into Commercial and Residential Sections. As shown in the key map to the top of this page, the Commercial Section guidelines apply to E Livingston Avenue between Nelson Road & Francis Ave and between S Kellner Rd to James Road. The Residential Section guidelines apply to E Livingston Avenue between Francis Ave and S Kellner Rd.

Within each section, the guidelines are organized under four key components of the street: moving lanes, medians, sidewalks/multi-use paths, and pedestrian realm.

A. Moving Lanes



B. Medians



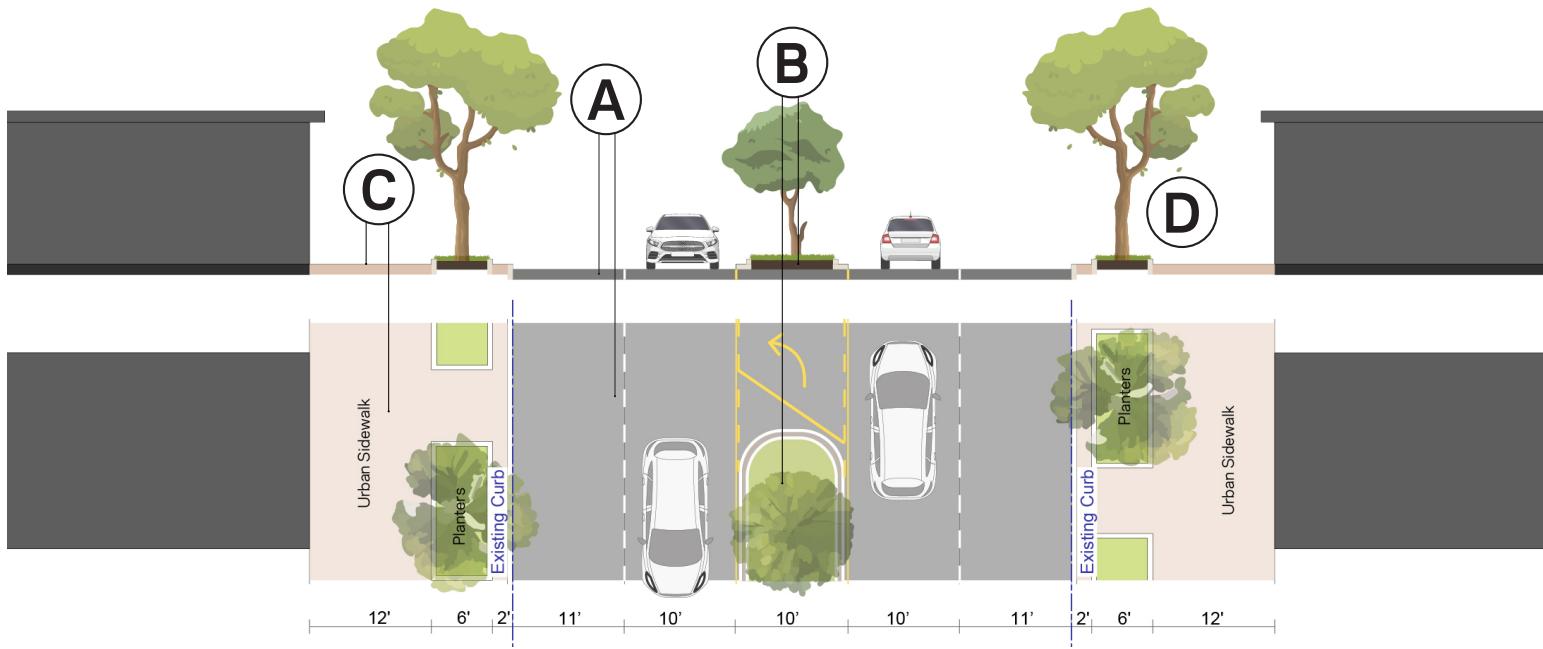
C. Sidewalks



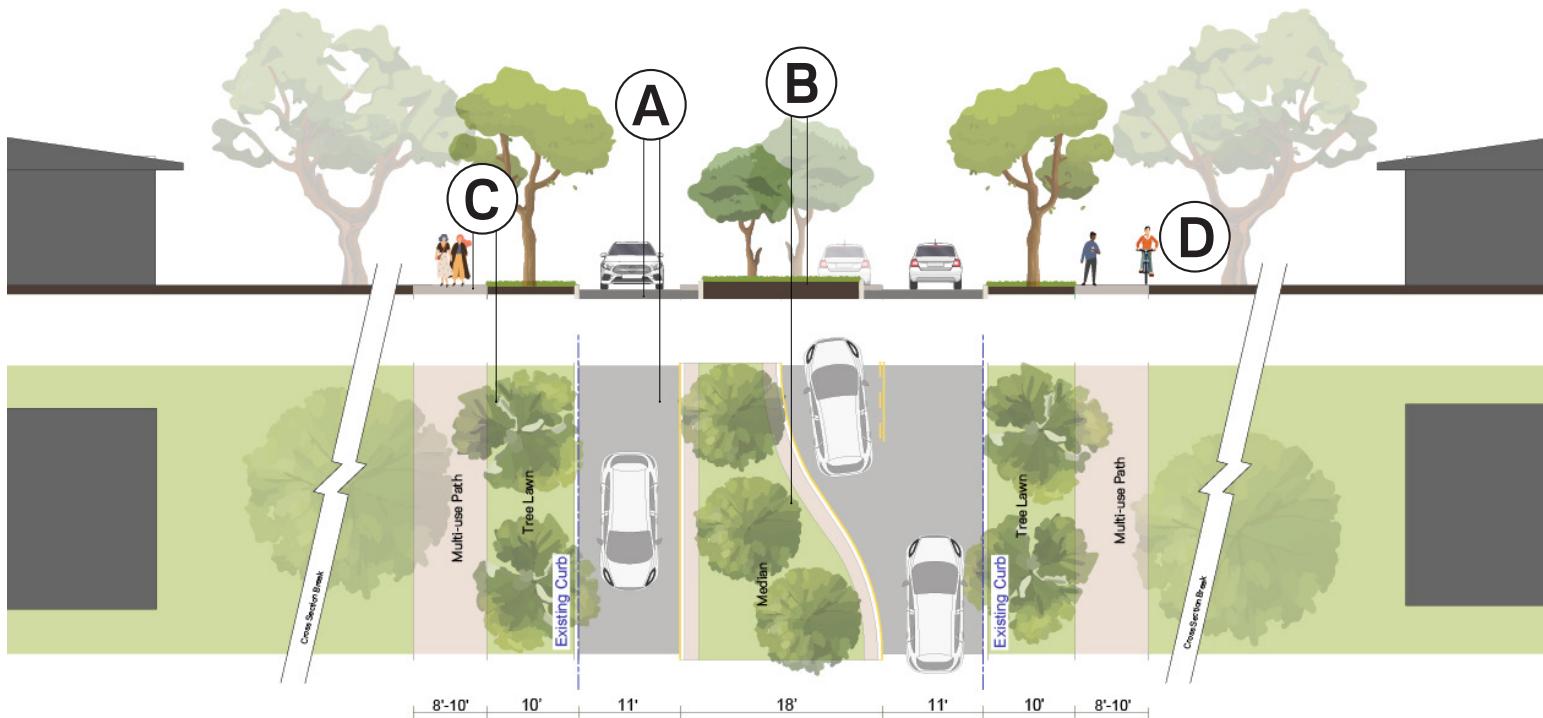
D. Pedestrian Realm



Components of the street

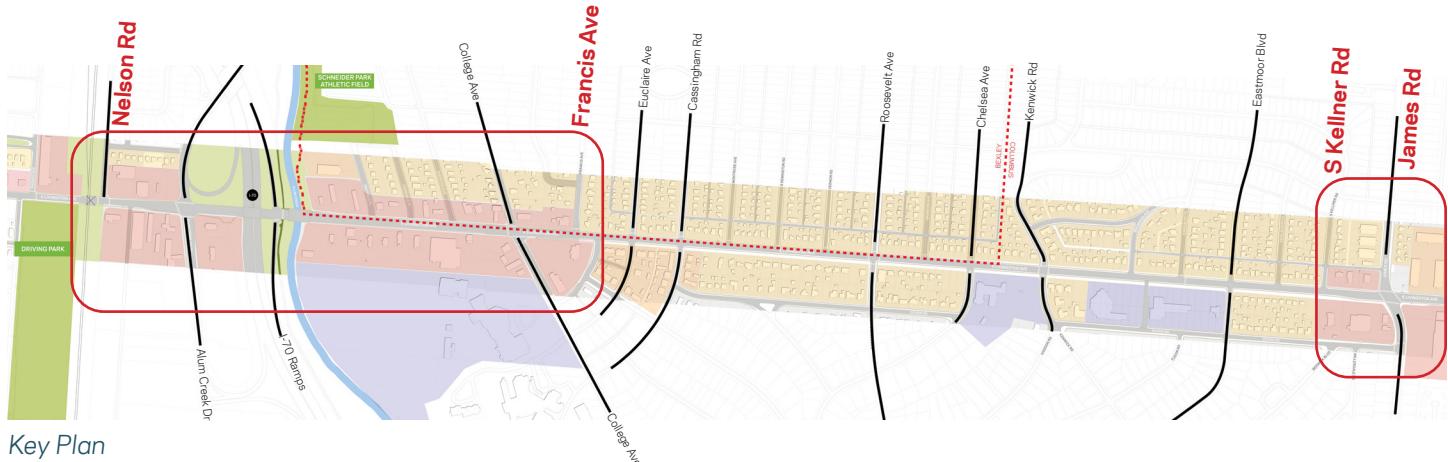


A Prototypical Livingston Ave Plan and Section in the Recommended Commercial Area



A Prototypical Livingston Ave Plan and Section in the Recommended Residential Area

6.2 Commercial Area



Key Plan

A. Moving Lanes



Typical section through moving lanes (street)

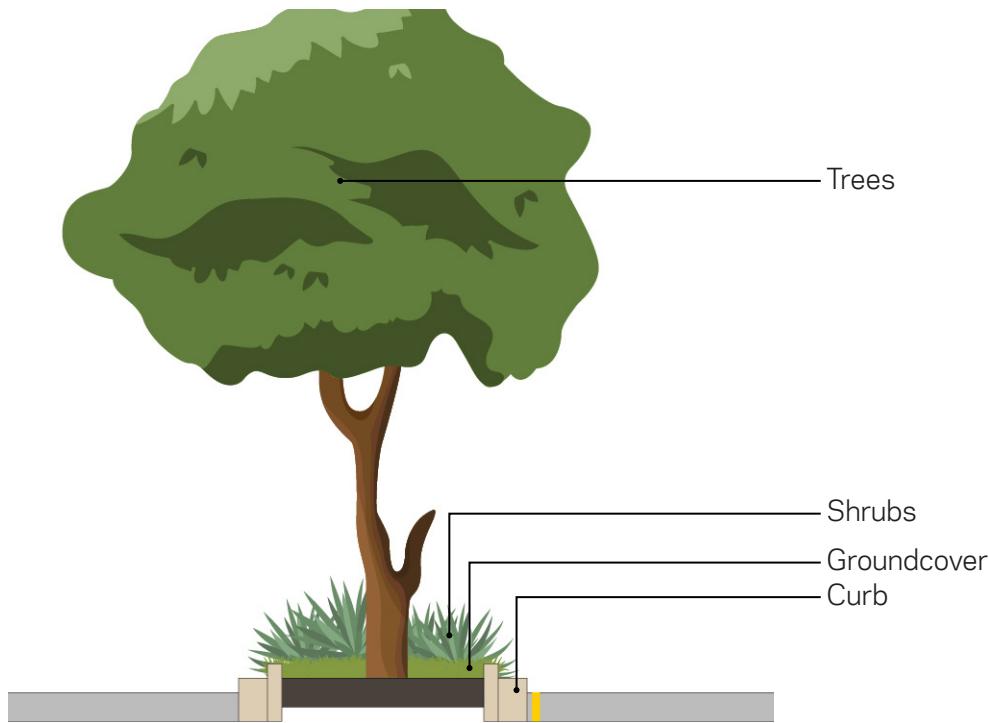


A3. Crosswalks

Enhanced style of crosswalks to be used along Livingston Ave

- Refer COC Document 640 Pavement Marking

B. Medians



Typical section through a commercial area median



B1. Curbs

Concrete curbs for medians to be consistent with recent median improvements on Livingston Ave near Children's Hospital.

- Refer to COC CMS 609 - Curbing, Concrete Medians, and Traffic Islands

6.2 Commercial Area

B. Medians



B2. Groundcover

Evergreen, salt-resistant ground cover is recommended for medians.

- Refer to American Association of Nurserymen's American Standard for Nursery Stock



B4. Shrubs

Evergreen, salt-resistant shrubs are recommended for medians in combination with appropriate trees and ground cover.

- American Association of Nurserymen's American Standard for Nursery Stock
- COC CMS 661 (Trees, shrubs, and vines)

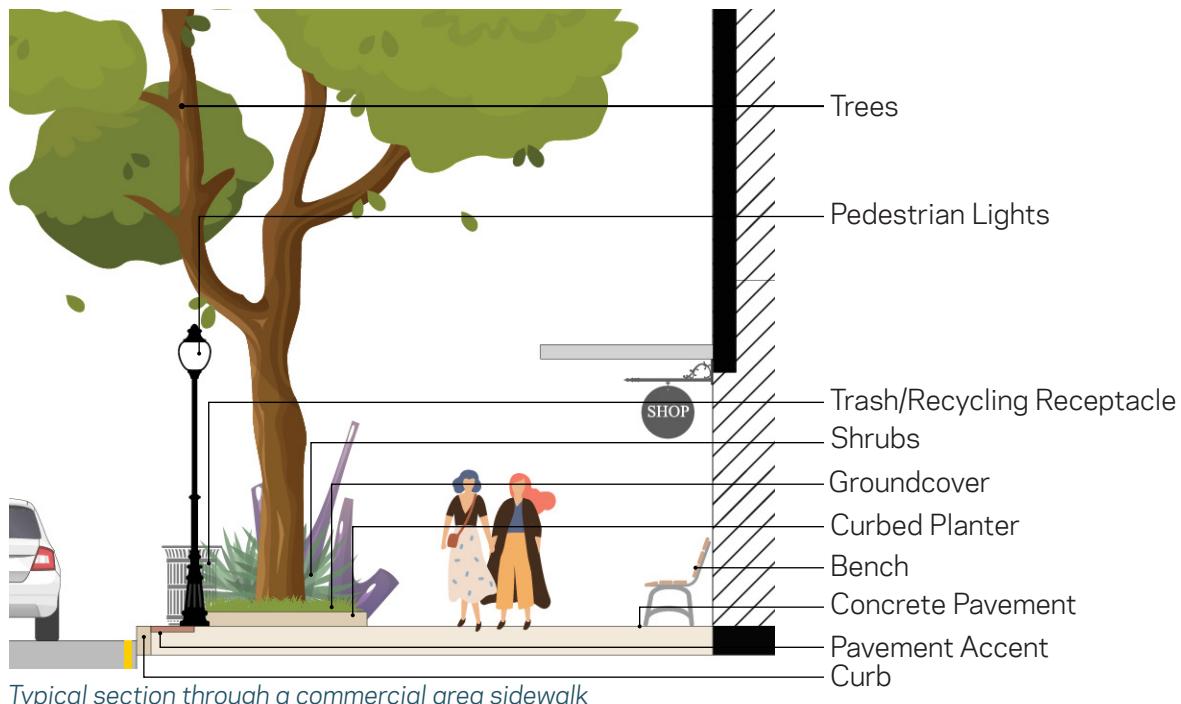


B3. Trees

For narrow medians (10'-11'), ornamental trees are recommended. For wider medians (18'-21'), a combination of ornamental and shade trees is recommended to create a vibrant tree canopy.

- American Association of Nurserymen's American Standard for Nursery Stock
- COC CMS 661 (Trees, shrubs, and vines)

C. Sidewalks/Multi-use Paths



Typical section through a commercial area sidewalk



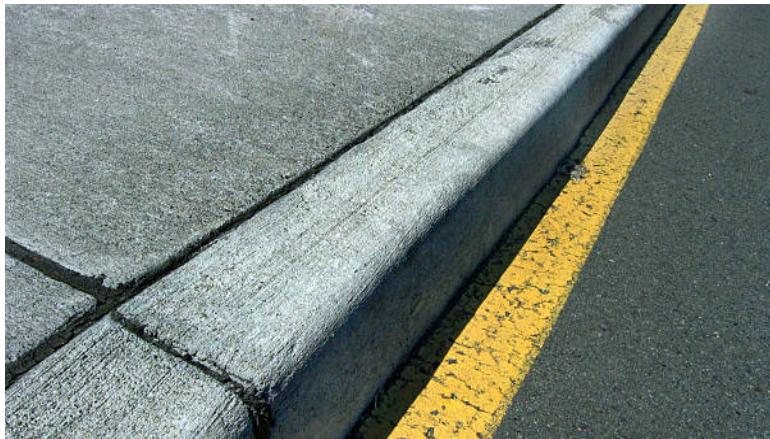
C1. Paving

Sidewalks and Multi-use Paths shall be gray concrete with a light to medium broom finish or buff wash finish in the commercial areas.

- Refer COC CMS 608 and COC Std. Dwg. 2300 (Concrete Sidewalk)

6.2 Commercial Area

C. Sidewalks/Multi-use Paths



C2. Curbs

Concrete curbs for sidewalks to be consistent with recent sidewalk improvements on Livingston Ave.

- Refer to COC CMS 609 - Curbing, Concrete Medians, and Traffic Islands



C3. Curbed Planters -

Planter curbs will be concrete and are to be set back 2'6" (30") from face of street curb to face of planter curb. Planter width should not be less than 6', unless required for special circumstances.

- Refer COC CMS 609 - Curbing, Concrete Medians, and Traffic Islands

C. Sidewalks/Multi-use Paths



C4. Groundcover

Evergreen, salt-resistant ground cover is recommended for medians.

- Refer to American Association of Nurserymen's American Standard for Nursery Stock



C5. Shrubs

Evergreen, salt-resistant shrubs are recommended for medians in combination with appropriate trees and ground cover.

- Refer to American Association of Nurserymen's American Standard for Nursery Stock
- COC CMS 661 (Trees, shrubs, and vines)



C6. Trees

For narrow medians (10'-11'), ornamental trees are recommended. For wider medians (18'-21'), a combination of ornamental and shade trees is recommended to create a vibrant tree canopy.

- Refer to American Association of Nurserymen's American Standard for Nursery Stock
- COC CMS 661 (Trees, shrubs, and vines)

6.2 Commercial Area

C. Sidewalks/Multi-use Paths



C7. Stormwater Management

Green Infrastructure strategies are to be implemented upon restructuring of the street. Bio-retention basins will have granite/concrete curbs that match the tree planters. They will also have a similar size and placement.

- For planting, soil, and construction details, refer Blueprint Columbus Green Infrastructure Design and Implementation Guidelines.
- Refer COC Stormwater Drainage Manual

C8. Furniture -

Seating

All seating will be permanently installed in pavement and will have a black finish.

Benches may be the Victor Stanley Models (RB-12, RB-28) or any other bench with a similar design.

C. Sidewalks/Multi-use Paths



C8. Furniture -

Trash/Recycling Receptacles

All trash and recycling receptacles will have a black finish and will be installed per City standards. The receptacles may be the Dumor (Model 107 or 157) or any other receptacle with a similar design.

- All receptacles will have the appropriate signs on it.
- COC CMS 608 for concrete sidewalks
- COC Std. Dwg. 2400 (Litter Receptacle)



Bike Racks

All bike racks will be permanently installed in pavement and will have a black finish.

Bike racks may be Huntco (Model BR3), DuMor (Model Bike Rack 83), Dero Bike Hitch or any decorative bike racks with a similar design.

- COC CMS 608 for concrete sidewalks

6.2 Commercial Area

C. Sidewalks/Multi-use Paths



C9. Lighting

In the commercial section, all street lights will be painted black and will have single acorn luminaires with a provision for flower baskets.

- Refer to COC Street Light Specifications (fixture and pole types, lighting source, light distribution pattern, foot-candle levels)
- Refer COC document MIS 307 for pole specifications
- Refer COC document MIS 802 for luminaire specifications.



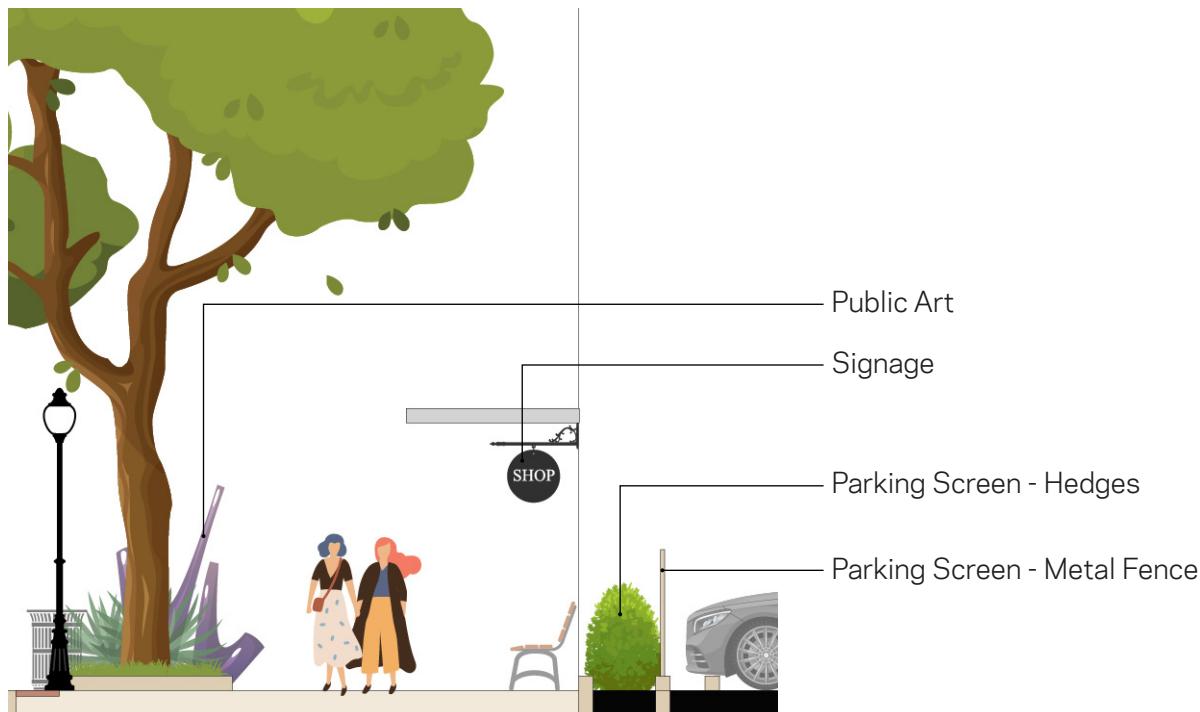
C10. Traffic Signals

All new mast arm traffic signals at warranted intersections to be finished with black powder coating per COC standards.

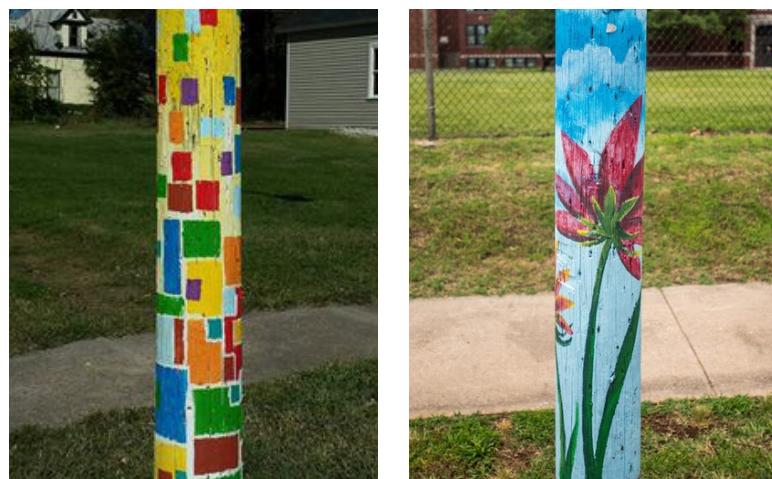
- Refer to COC Traffic Signal Design Manual

6.2 Commercial Area

D. Pedestrian Realm



Typical section through the commercial pedestrian realm



D1. Public Art -

- Follow COC Guidelines for Public Art
- Columbus Art Commission (City Code Section 3315)
- Explore public art on utility poles where possible.

6.2 Commercial Area

D. Pedestrian Realm



D2. Parking Screens

When surface lots are adjacent to sidewalks, they shall be screened with landscaped hedges or a combination of decorative metal fences and landscaped elements such as hedges or vines on the fences.

- Refer Bexley zoning ordinance for screening requirements.
- Screening not required for single family units
- Explore grants for parking lot screening for business owners in the commercial area
- Follow COC standards for screening materials



D3. Signage

Refer to COC Guidelines for all signage design and placement on Livingston Avenue and Columbus jurisdiction. Refer Bexley signage design and placement guidelines for Bexley jurisdiction.

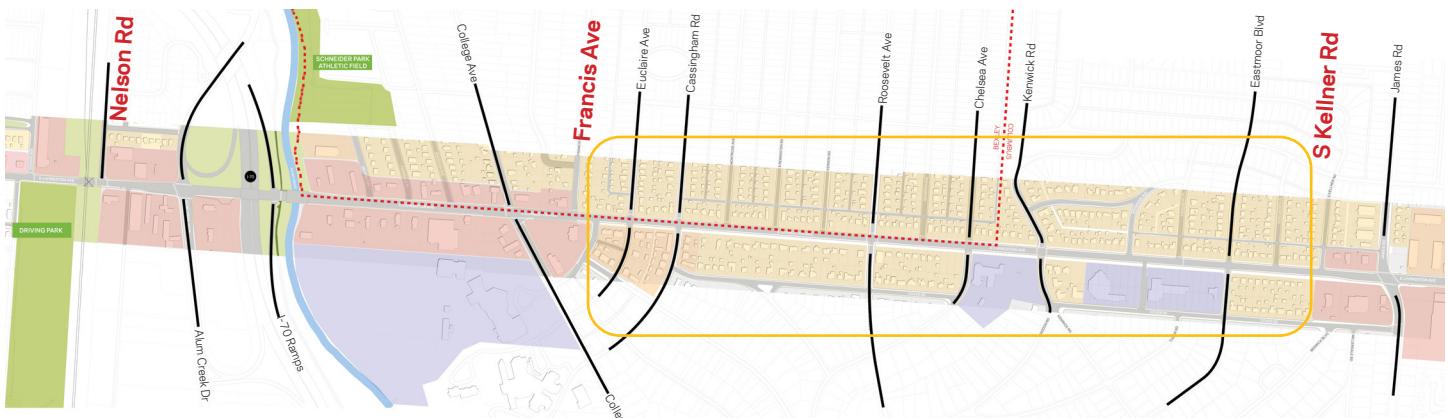


D4. Transit

Transit includes COTA bus stops and bus shelters. Co-ordinate with COTA and follow COC and COTA design guidelines for specifications.

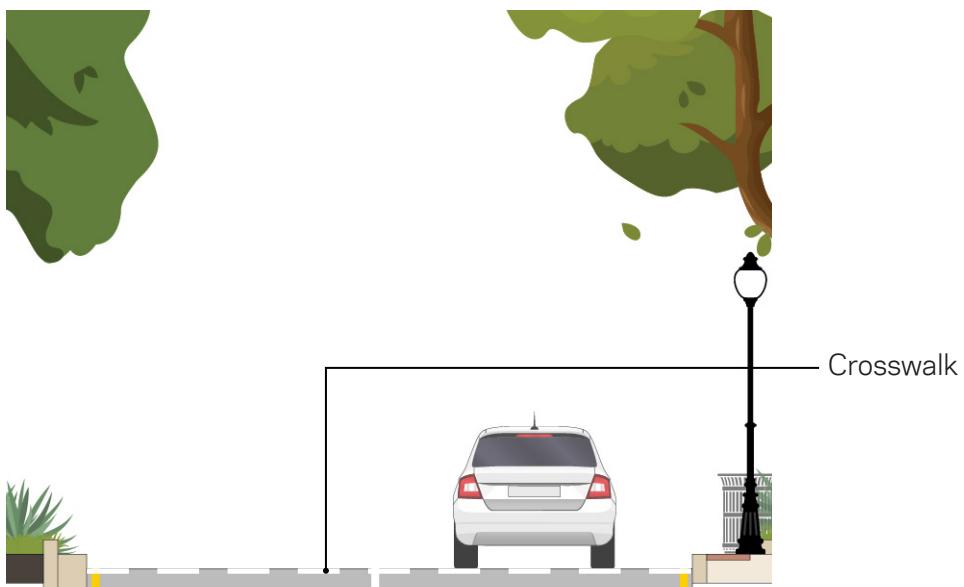
- Refer COTA Transit Stop Design Guide.

6.3 Residential Area



Key Plan

A. Moving Lanes



Typical section through the moving lanes (street)



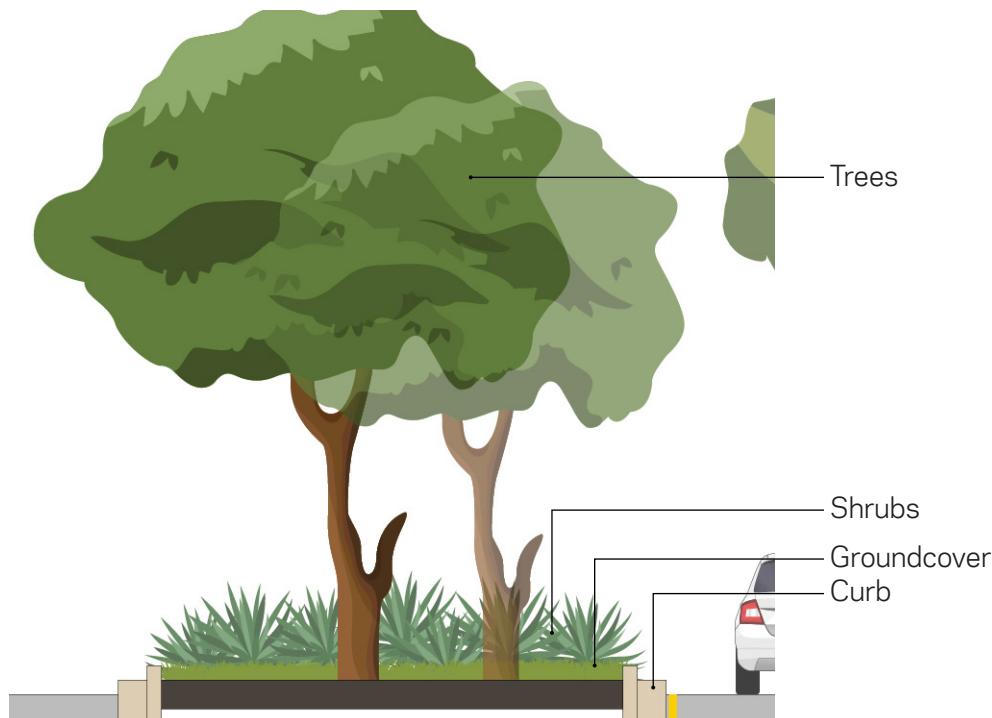
A1. Crosswalks

Enhanced style of crosswalks to be used along Livingston Ave

- Refer COC Document 640 Pavement Marking

6.3 Residential Area

B. Medians



Typical section through a residential median



B1. Curbs

Concrete curbs for medians to be consistent with recent median improvements on Livingston Ave near Children's Hospital.

- Refer to COC CMS 609 - Curbing, Concrete Medians, and Traffic Islands



B. Medians



B2. Groundcover

Evergreen, salt-resistant ground cover is recommended for medians.

- American Association of Nurserymen's American Standard for Nursery Stock

B3. Shrubs

Evergreen, salt-resistant shrubs are recommended for medians in combination with appropriate trees and ground cover.

- American Association of Nurserymen's American Standard for Nursery Stock
- COC CMS 661 (Trees, shrubs, and vines)

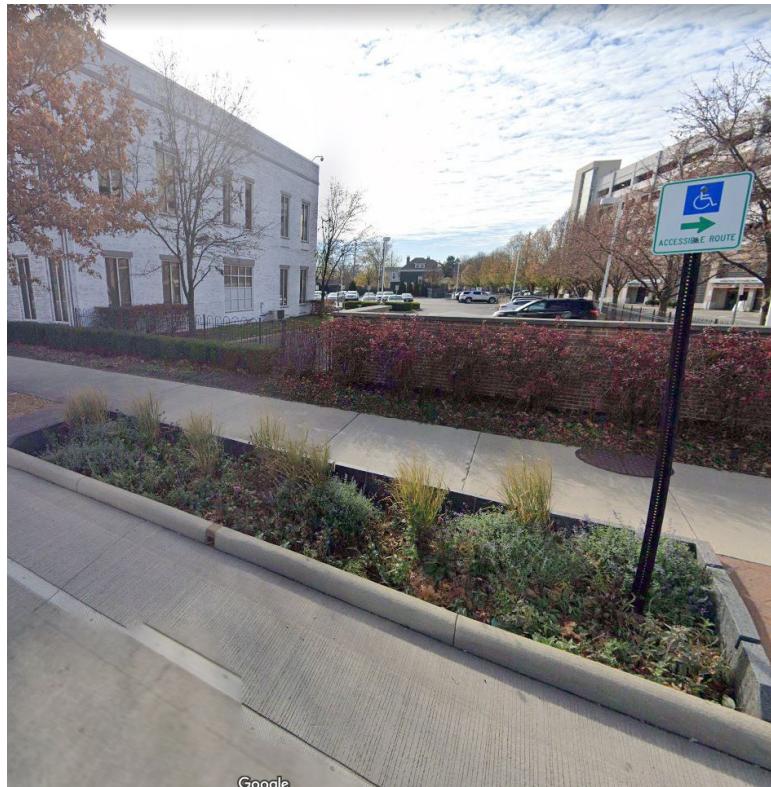
B4. Trees

For narrow medians (10'-11'), ornamental trees are recommended. For wider medians (18'-21'), a combination of ornamental and shade trees is recommended to create a vibrant tree canopy.

- American Association of Nurserymen's American Standard for Nursery Stock
- COC CMS 661 (Trees, shrubs, and vines)

6.3 Residential Area

B. Medians



B7. Stormwater Management

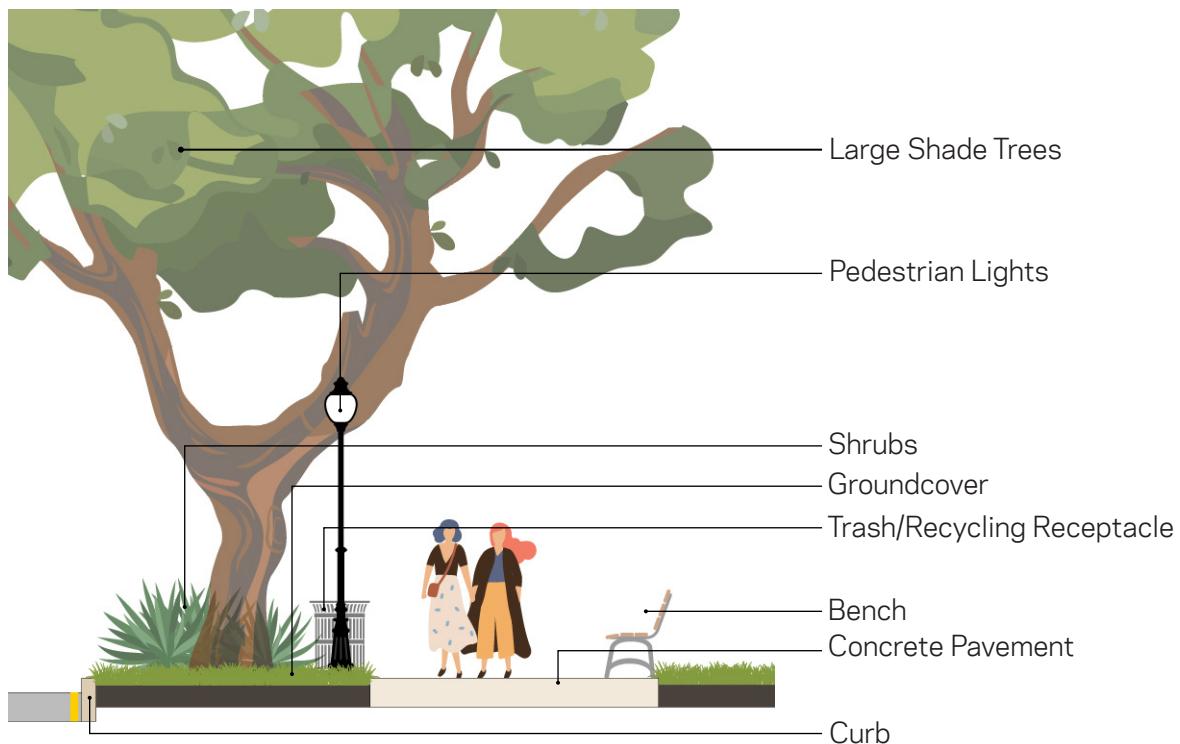
Green Infrastructure strategies are to be implemented upon restructuring of the street.

Bio-retention basins will have concrete curbs that match the median curbs. They will also have a similar size and placement. Street design can be explored to use medians as rain gardens.

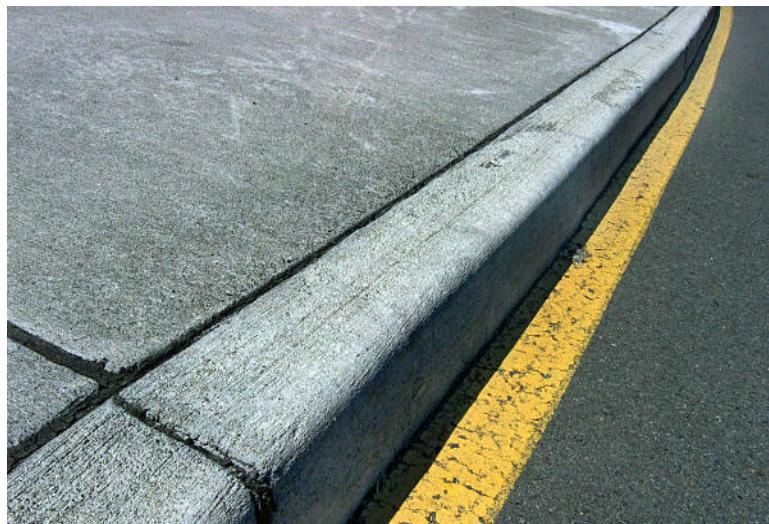
- For planting, soil, and construction details, refer Blueprint Columbus Green Infrastructure Design and Implementation Guidelines.
- Refer COC Stormwater Drainage Manual

6.3 Residential Area

C. Sidewalks/Multi-use Path



Typical section through a residential sidewalk



C1. Curbs

Concrete curbs for sidewalks to be consistent with recent sidewalk improvements on Livingston Ave.

- Refer to COC CMS 609 - Curbing, Concrete Medians, and Traffic Islands

6.3 Residential Area

C. Sidewalks/Multi-use Path



C2. Paving

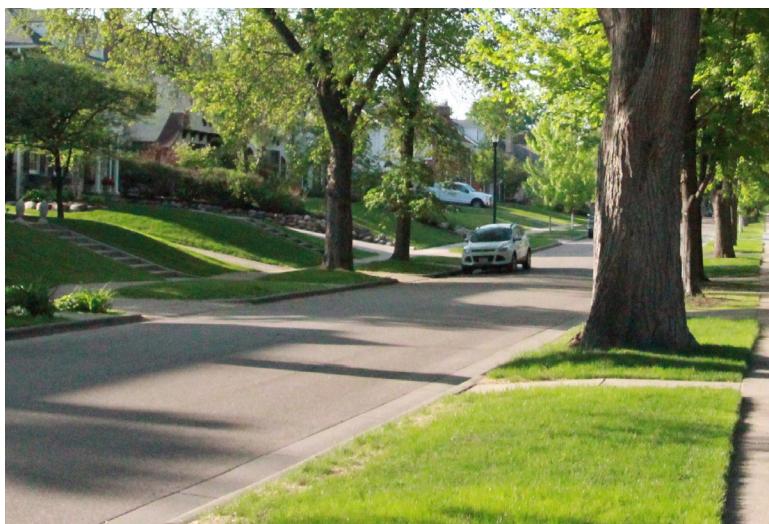
Designated sidewalks shall be gray concrete with a light to medium broom finish or buff wash finish.

- Refer COC CMS 608 and COC Std. Dwg. 2300 (Concrete Sidewalk)



For designated multi-use paths, refer COC/Bexley standards.

- Refer COC CMS 448 (Asphalt Pavement)



C3. Tree Lawns-

Maximize tree lawns to 10ft wide where possible along the residential section of Livingston Ave.

C. Sidewalks/Multi-use Path



C4. Trees

A combination of ornamental trees and large shade trees with a large canopy recommended for tree lawns in the residential section.

- For ideal tree types, placement guidelines, and structural soil requirements, refer COC Recreation and Parks Department's Urban Forestry section.



C5. Stormwater Management

Green Infrastructure strategies are to be implemented upon restructuring of the street. Bio-retention basins will have granite/concrete curbs that match the tree planters. They will also have a similar size and placement.

- For planting, soil, and construction details, refer Blueprint Columbus Green Infrastructure Design and Implementation Guidelines.
- Refer COC Stormwater Drainage Manual

6.3 Residential Area

C. Sidewalks/Multi-use Path



C6. Furniture -

Seating

All seating will be permanently installed in pavement and will have a black finish.

Benches may be the Victor Stanley Models (RB-12, RB-28) or any other bench with a similar design.



Trash/Recycling Receptacles

All trash and recycling receptacles will have a black finish and will be installed per City standards. The receptacles may be the Dumor (Model 107 or 157) or any other receptacle with a similar design.

- All receptacles will have the appropriate signs on it.
- COC CMS 608 for concrete sidewalks
- COC Std. Dwg. 2400 (Litter Receptacle)

C. Sidewalks/Multi-use Path



Bike Racks

All bike racks will be permanently installed in pavement and will have a black finish.

Bike racks may be Huntco (Model BR3), DuMor (Model Bike Rack 83), Dero Bike Hitch or any decorative bike racks with a similar design.

- COC CMS 608 for concrete sidewalks

6.3 Residential Area

C. Sidewalks/Multi-use Path



C7. Lighting

In the residential area, all pedestrian lights will be painted black and will have single acorn luminaires.

- COC Street Light Specifications (fixture and pole types, lighting source, light distribution pattern, foot-candle levels)
- Refer COC document MIS 307 for pole specifications
- Refer COC document MIS 802 for luminaire specifications.



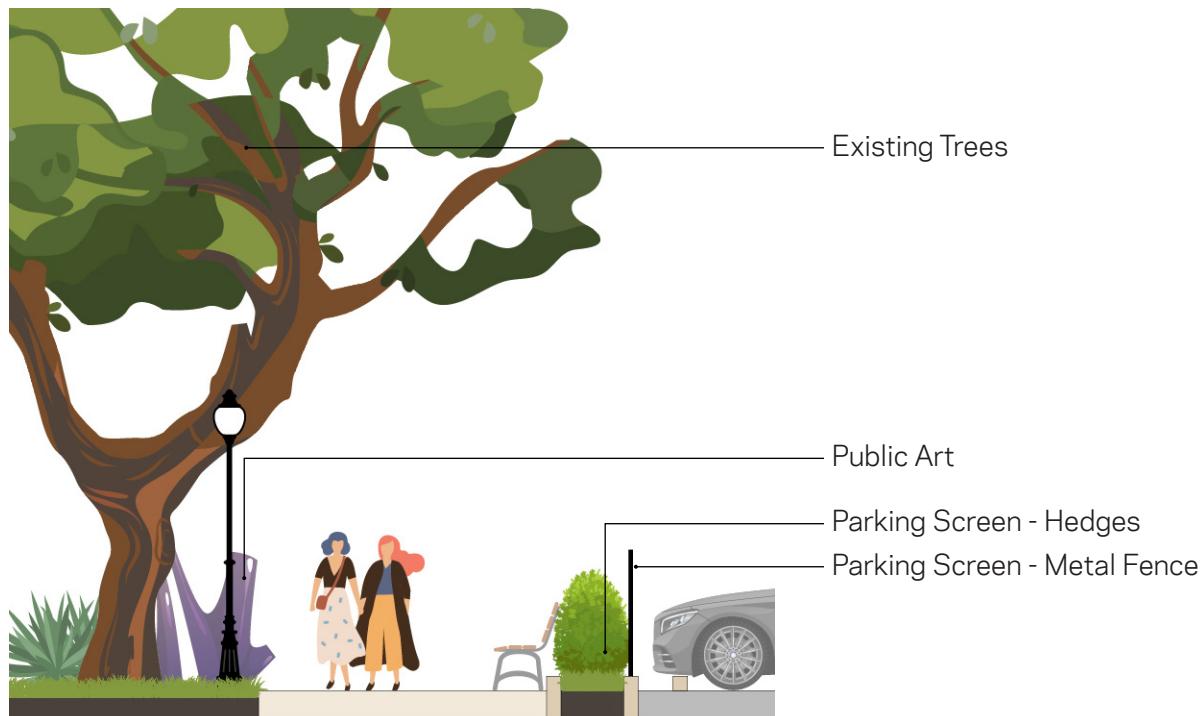
C8. Traffic Signals

All new mast arm traffic signals at warranted intersections to be finished with black powder coating per COC standards.

- Refer to COC Traffic Signal Design Manual

6.3 Residential Area

D. Pedestrian Realm



D1. Existing Trees

Retain existing, well-established, mature, healthy trees where possible. It is anticipated that in order to accomplish elements of this plan, mature tree removal may need to occur. Should that happen, the Cities will make every effort to ensure that it is replaced with a new tree.

- Follow COC and City of Bexley guidelines for tree preservation/removal and remediation techniques.

6.3 Residential Area

D. Pedestrian Realm



D2. Parking Screens

When surface lots are adjacent to sidewalks, they shall be screened with landscaped hedges or a combination of decorative metal fences and landscaped elements such as hedges or vines on the fences.

Note: Surface lot screening requirements are not applicable to single family units.

- Refer Bexley zoning ordinance for screening requirements.
- Screening not required for single family units
- Explore grants for parking lot screening for business owners in the commercial area
- Follow COC standards for screening materials



D4. Transit

Transit includes COTA bus stops and bus shelters. Co-ordinate with COTA and follow COC and COTA design guidelines for specifications.

- Refer COTA Transit Stop Design Guide.



6.4 Reference Standards

COTA Transit Stop Design Guide

<https://prodwww.cota.com/static/ab242d40b9dcb3c19f0ccab09f681c5a/COTA-Transit-Stop-Design-Guide.pdf>

Blueprint Columbus

<https://www.columbus.gov/utilities/projects/blueprint/Green-Infrastructure-Design-Guidelines-and-Supplemental-Specifications/>

Columbus Recreation and Parks - Urban Forestry

<https://www.columbus.gov/recreationandparks/Urban-Forestry/>

City of Columbus Manuals

- COC CMS 608 and COC Std. Dwg. 2300 (Concrete Sidewalk)
- COC CMS 641 (Pavement Marking)
- COC Std. Dwg. 2319 (Detectable Warning Surface)
- Ohio Manual of Uniform Traffic Control Devices, Section 3B.18 (Crosswalk Markings)
- COC CMS 609 (Curbing)
- COC Std. Dwg. 2000
- COC Street Light Specifications (fixture and pole types, lighting source, light distribution pattern, foot-candle levels)
- COC Traffic Signal Design Manual

6.5 Commercial Area - Long-Term Vision



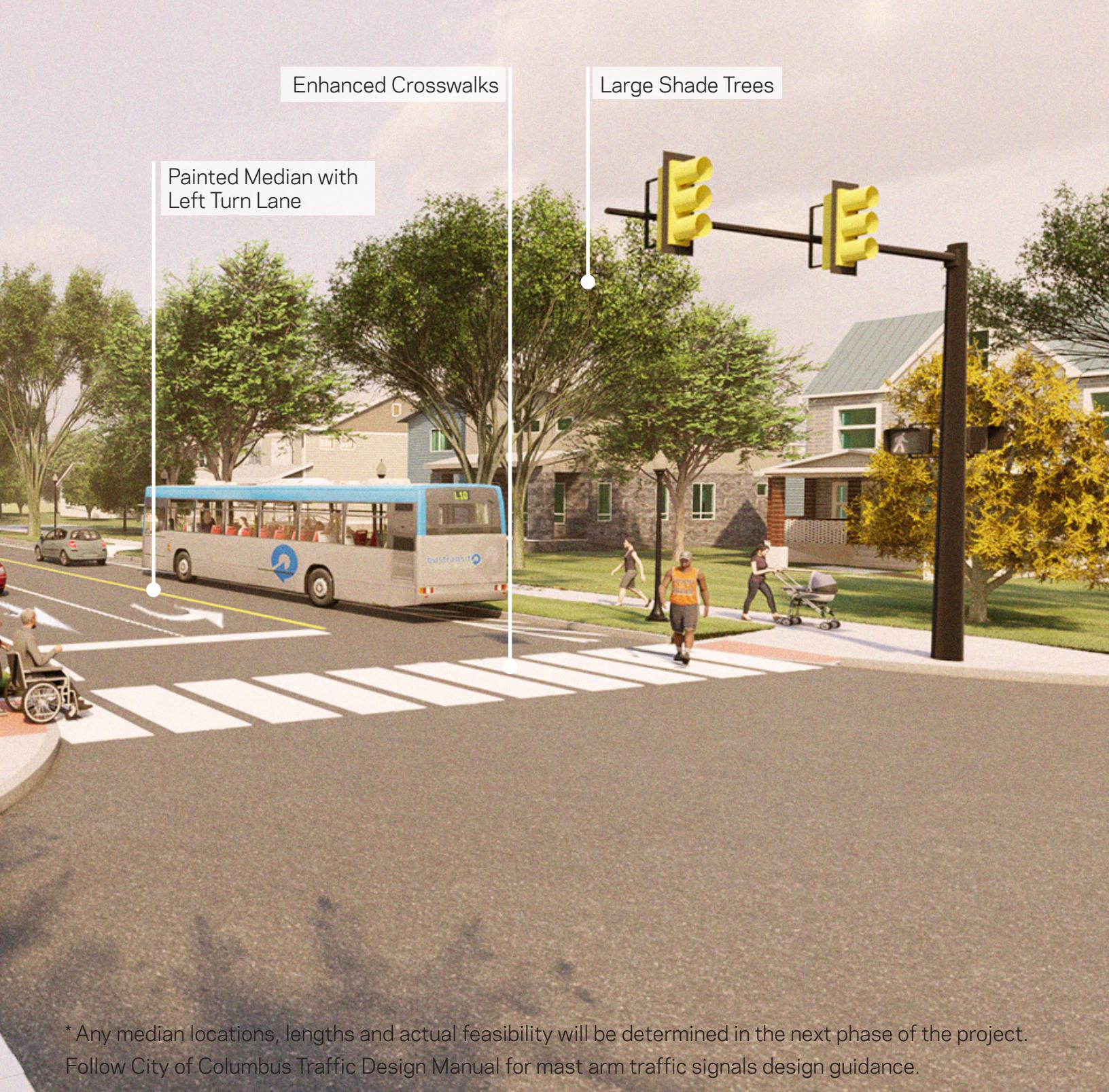
Long-Term Commercial Vision



6.5 Residential Area - Long-Term Vision - With Painted Median



Long-Term Residential Vision with Painted Median



* Any median locations, lengths and actual feasibility will be determined in the next phase of the project. Follow City of Columbus Traffic Design Manual for mast arm traffic signals design guidance.

6.5 Residential Area - Long-Term Vision - With Planted Median



Long-Term Residential Vision with Planted Median



* Any median locations, lengths and actual feasibility will be determined in the next phase of the project. Follow City of Columbus Traffic Design Manual for mast arm traffic signals design guidance.

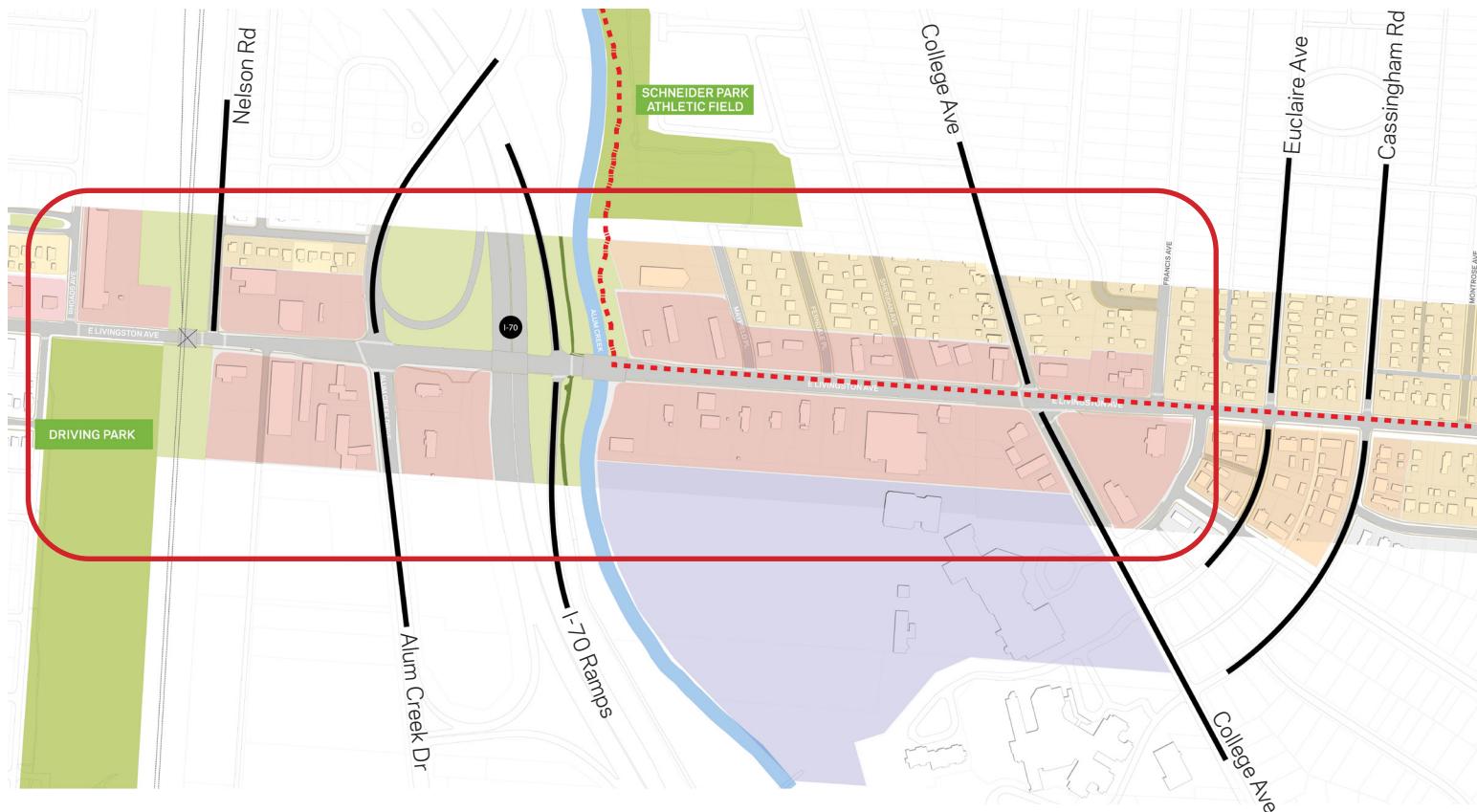
7

Commercial Area Urban Development Principles



*Strengthening neighborhood identity with
a thriving, pedestrian friendly, mixed-use
neighborhood corridor.*

7.0 The Joint Livingston Ave Commercial Area Urban Development Principles



7.1 Guiding Principles Overview

The Joint Livingston Ave Commercial Area Urban Development Principles will inform future zoning code updates and development for the areas of the cities of Columbus and Bexley included within the study boundaries.

These principles have been created to work in tandem with the existing Columbus Citywide Planning Policies (C2P2 - current Land Use

Guidelines), the Livingston East Area Community Commercial Overlay (CCO - current Zoning Code) as well as applicable City of Bexley plans, studies, and zoning code. These principles will provide best practices to further the goals of the existing planning documents and code (C2P2/CCO) and will inform any future zoning code updates and future developments for the cities of Columbus and Bexley.



The purpose of these guiding principles is to advance and support community oriented urban (re)development through:

- Improved pedestrian access and safety
- Streamlined vehicular circulation and parking
- A cohesive and visually enhanced built environment

7.2 Commercial Area Urban Development Principles

- New buildings should front Livingston Avenue and be located with limited or zero setback along Livingston Avenue right-of-way, but modulation in this setback is encouraged to add architectural interest.
- New buildings should be multi-story with a mix of uses. Commercial uses on the ground floor to create street level activity with residential above, which includes affordable and market rate housing, is recommended.
- Parking should be located at the rear of new development.
- Preserve existing rear access roads as primary vehicular access to the Livingston Avenue frontage properties.



- Include rear access roads and alleys as the primary access for properties that front Livingston Avenue in proposed site plans. Rear parking should be designed for vehicular access and circulation to adjacent properties if space is not available for an access road or alley.
- Existing parking lots along Livingston Avenue should be screened using the Livingston Ave Streetscape Design Guidelines. This screening should occur where parcel redevelopment is not occurring in the short-term.
- To allow for adequate access, vehicular circulation, and recommended lot development, re-zoning of adjacent residential property on the north side of Livingston Avenue between College Avenue and Alum Creek may need to occur due to a shortage of adequate lot depth in that area.

8

Appendix

The following documents were produced as part of the planning process and inform the findings and recommendations of the Joint Livingston Avenue Plan. They can be obtained at: <http://www.bexley.org/livingston>

1. Traffic Volume Data and Calculations
2. Crash Data and Analysis
3. Turn Lane Length Calculations
4. Capacity and Queuing Analysis
5. Pedestrian Analysis
6. Highway Safety Manual and Benefit-Cost Analysis
7. Long Term Capacity Improvements Cost Estimate
8. Community Input
9. Livingston Avenue Design Options Considered

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:

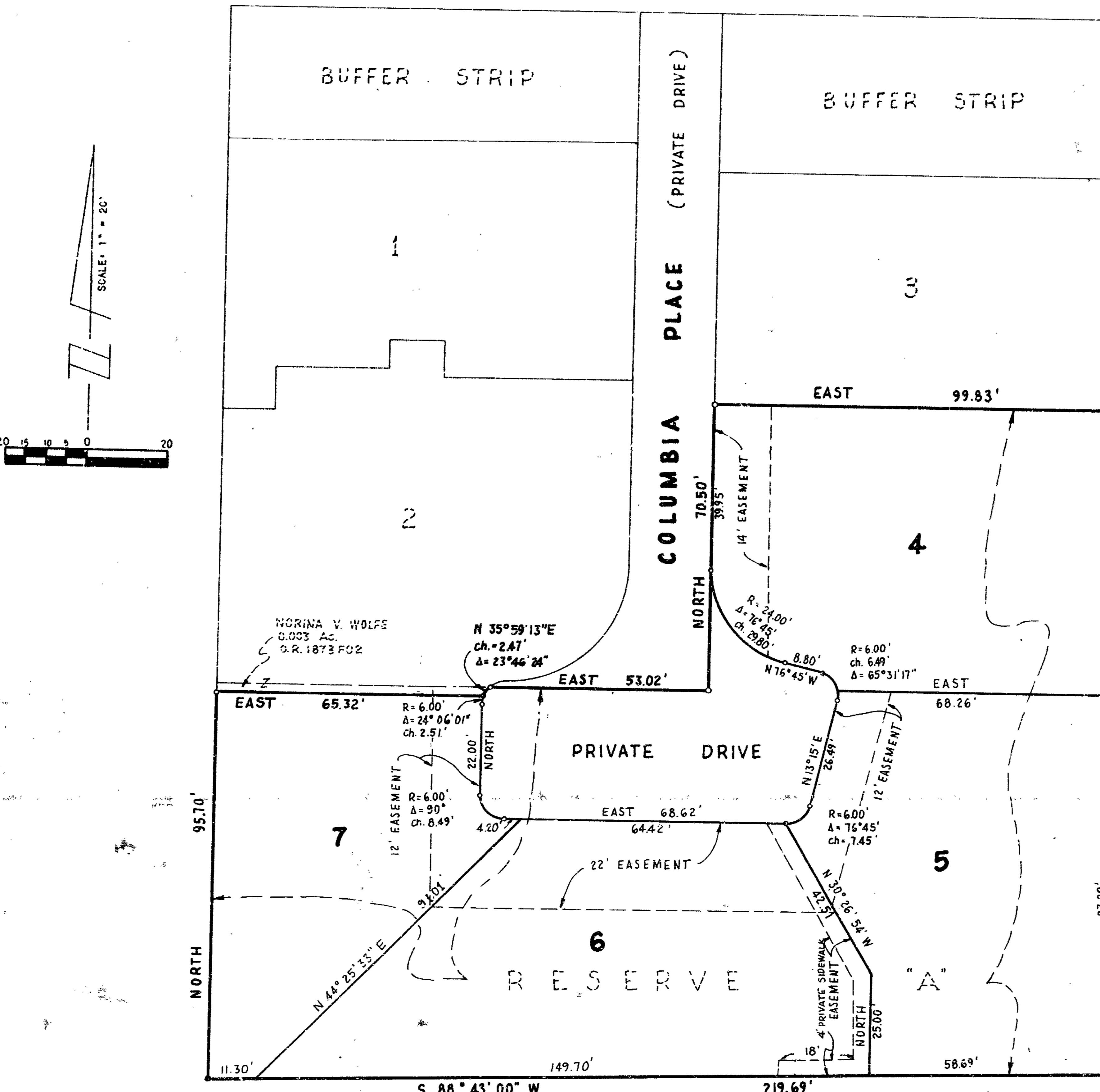
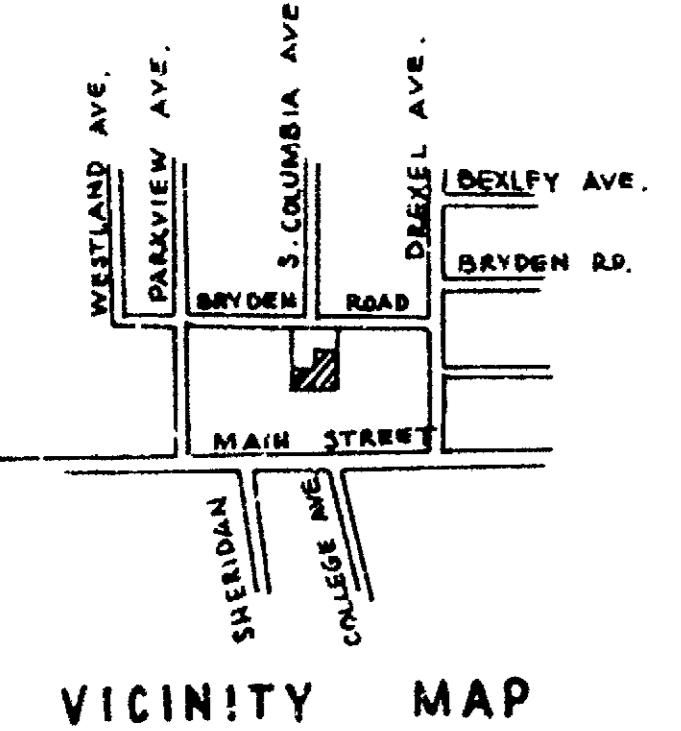
Executed before me on the _____ day of _____, 2021, by Karen McCoy, M.D., president of the Columbia Place Association, who acknowledged the same to be her free and voluntary act on behalf of the Columbia Place Association.

Notary Public

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

RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

BRYDEN ROAD



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

Larry W. Pennington
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

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 HIS "RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE", NE, 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 BEHIND 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,
SET HIS HAND THIS 6th DAY OF July, 1984.

WITNESSES

BEXLEY PROPERTIES

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 HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 6th DAY OF July, 1984.
MY COMMISSION EXPIRES March 27, 1987
NOTARY PUBLIC, STATE OF OHIO

APPROVED THIS 10th DAY OF July, 1984.
CHAIRMAN, PLANNING COMMISSION
BEXLEY, OHIO

APPROVED ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE
NO. 10-84, BY THE COUNCIL, FOR THE CITY OF BEXLEY, OHIO

MAYOR, BEXLEY, OHIO
CLERK, BEXLEY, OHIO

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

LARRY W. PENNINGTON

FILED FOR RECORD THIS 10th DAY OF July, 1984, AT 10:00 M.

FEES PAID FILE NO. 6096 RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS 10th DAY OF July, 1984, PLAT BOOK 61, PAGE 86

DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

Columbia Place

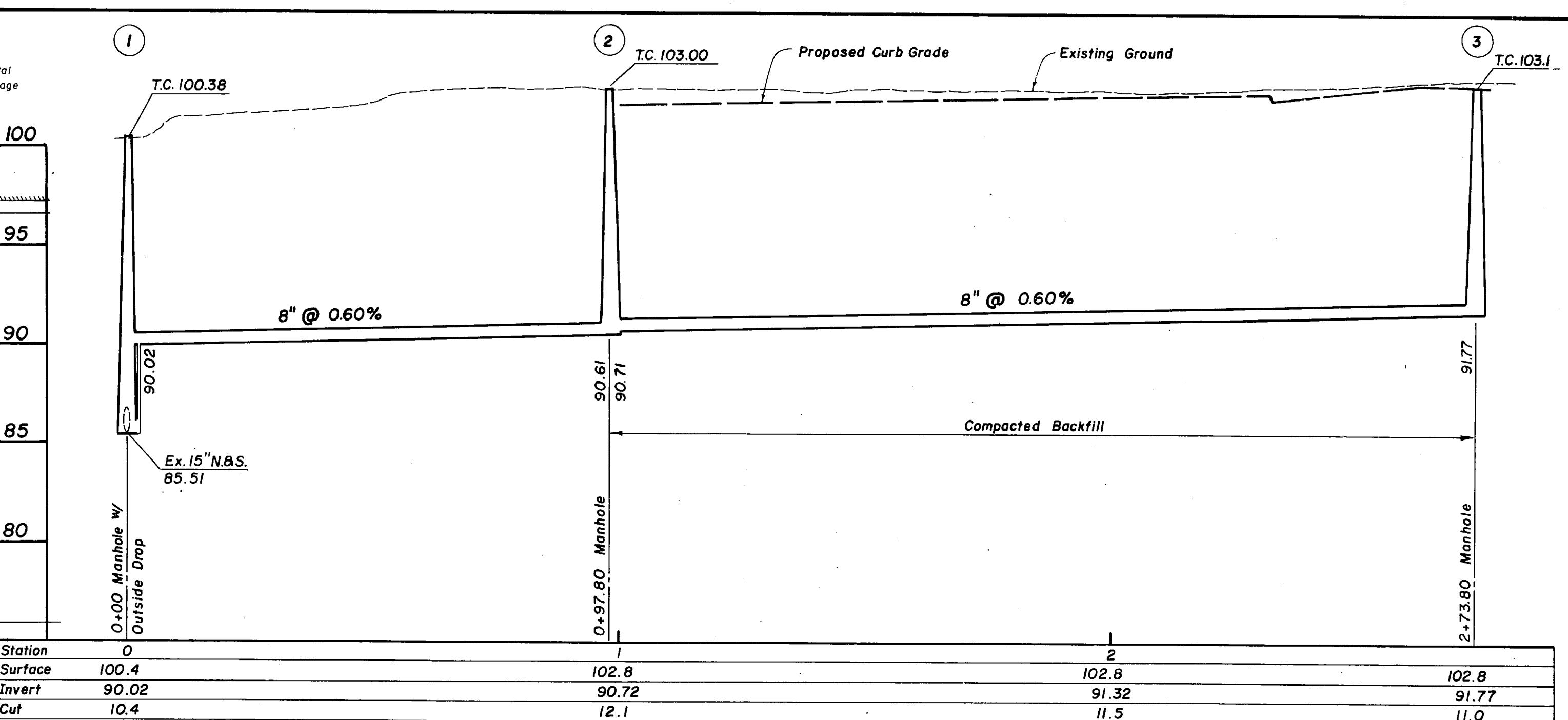
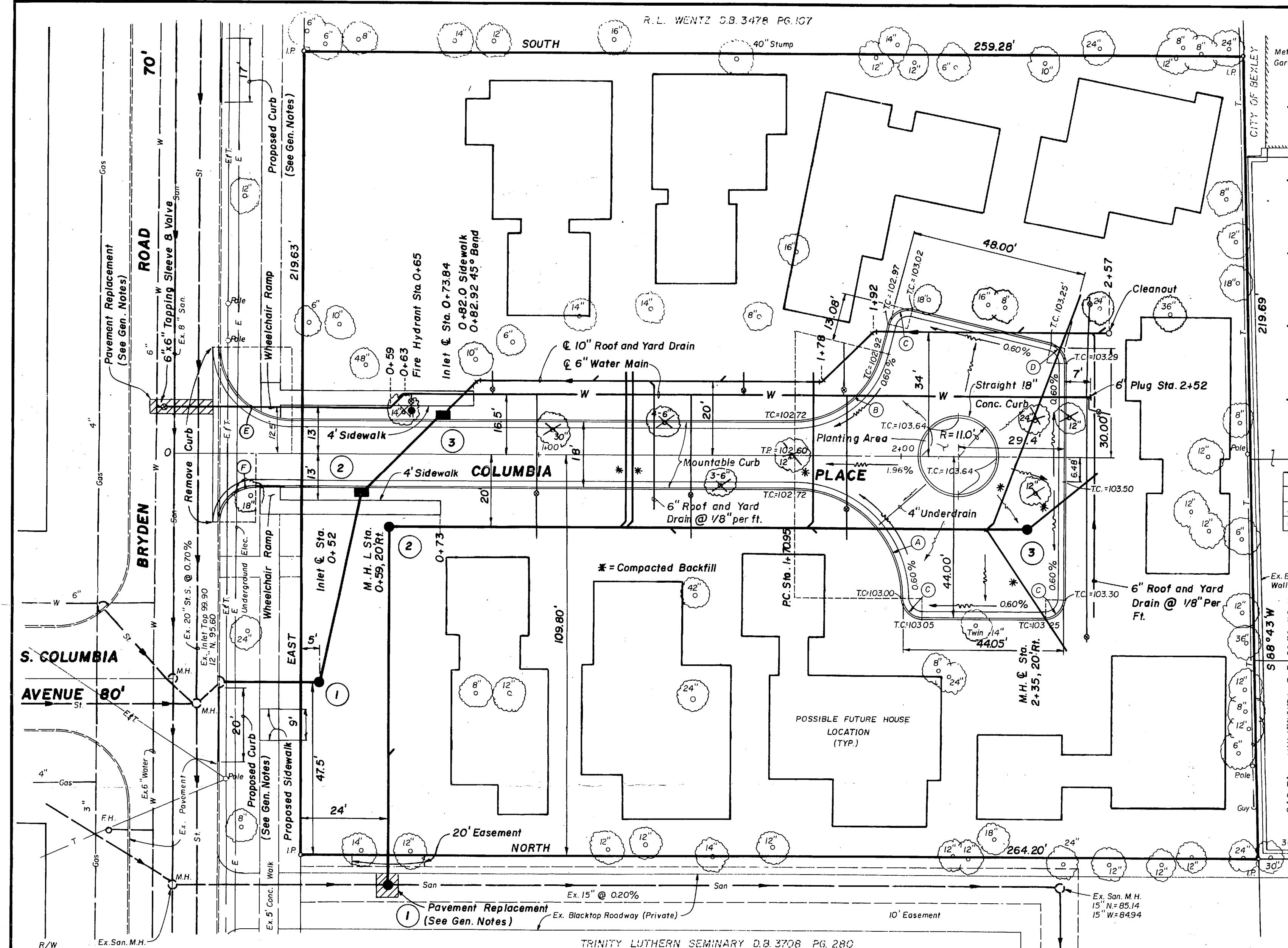


October 13, 2020

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

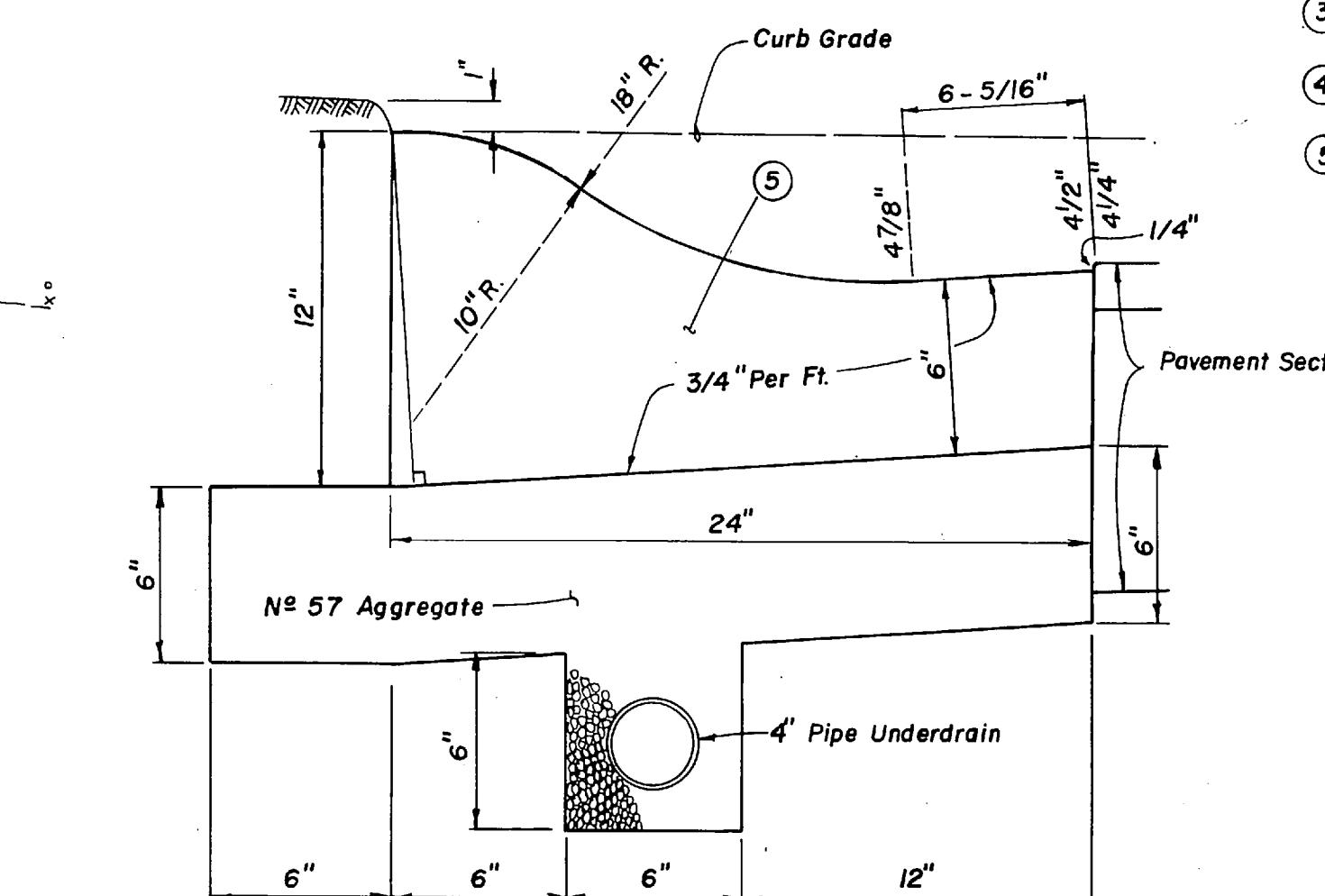
Parcel	Address	Auditor Valuation	Property Taxes to City	Street Levy Portion
020-004611	475 Columbia Place	\$411,800	\$677.55	\$391.61
020-004612	485 Columbia Place	\$656,700	\$1,080.49	\$624.51
020-004628	495 Columbia Place	\$477,200	\$785.16	\$453.81
020-004627	505 Columbia Place	\$535,000	\$880.26	\$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



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

24 1/4"



MOUTABLE CURB DETAIL

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

SCALE: Horiz. 1" = 20' AUG. , 1980
Vert. 1" = 5' .
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONTRACTING 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 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.

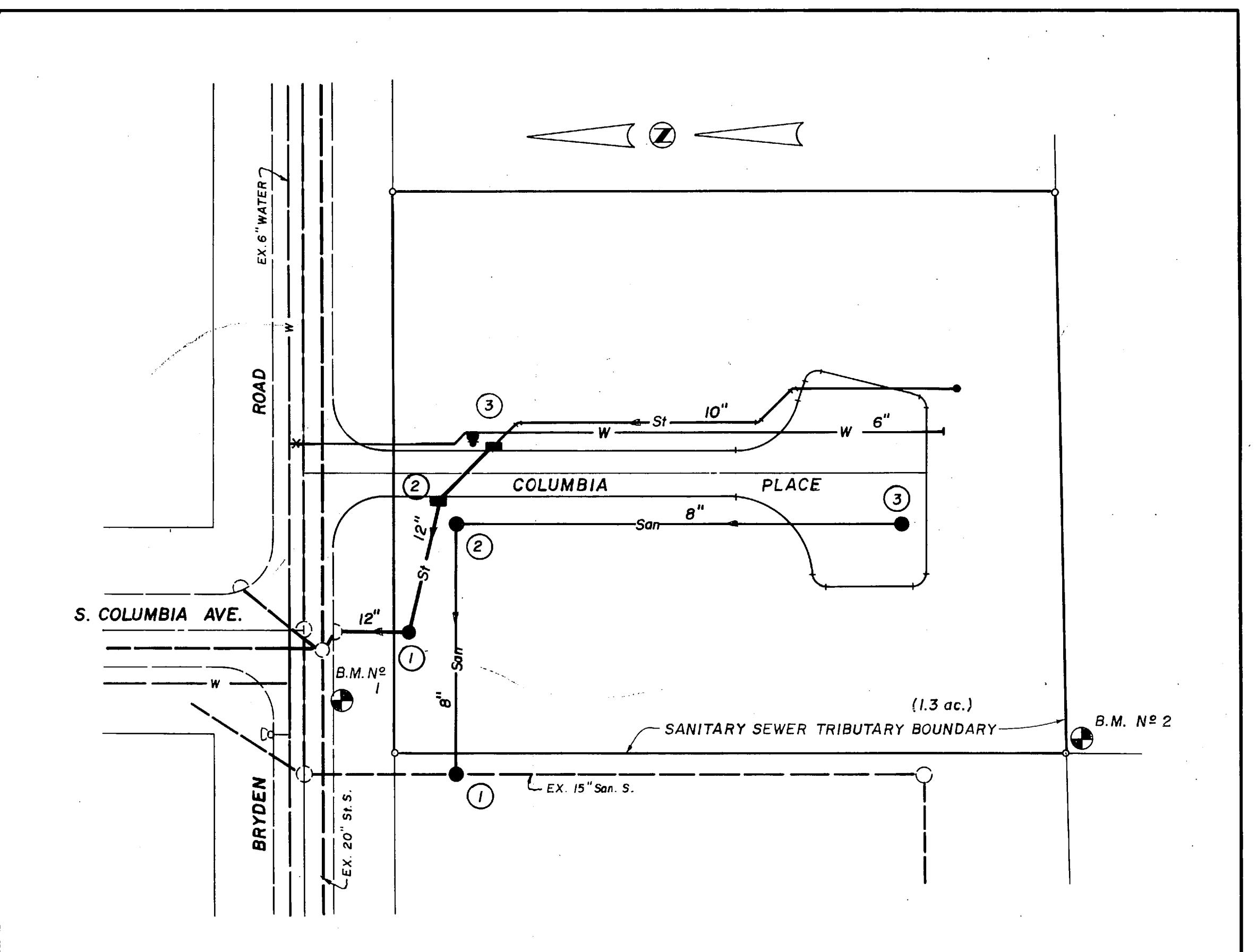
All wye braces and 6" service extensions for future roof and yard drains shall be plugged.

All curb designated for replacement on Bryden Road shall be constructed in accordance with C'ty 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: 1/4" = 40'

**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 AA-S-102 AA-S-106 AA-S-110 AA-S-111 AA-S-112 AA-S-119 AA-S-123 AA-S-151 AA-S-160	L-6306 L-6309 L-6310 L-6311 L-6637 L-7001
------------	--	--

BENCH MARKS

B.M. No. 1 P.K. Nail in East side of Electric pole located 30' ± South of the $\frac{1}{2}$ 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" Cane Curb
STORM			
604	1	Ea.	Type "A" Manhole
604	2	Ea.	42" Curb Inlet
901	110	L.F.	12" Concrete Pipe 706.0J, 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 53
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, HAMILTON & TILTON, INC.

By
Registered Engineer No. 33179 Date

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

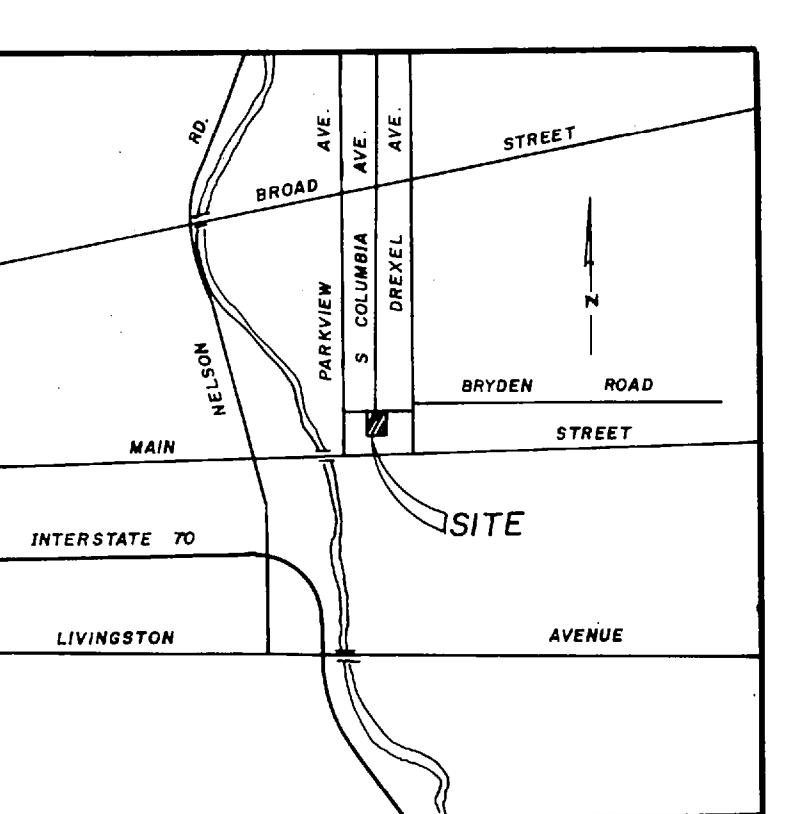
Approved this _____ day of _____, 1980.
Assistant Service Director, City of Bexley

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.



SITE MAP

Annual Depreciation / Replacement Cost Calculation

Columbia Place, City of Bexley Ohio

Prepared By David B Koch, PE 10/11/2021

Ref: Street, Water, Sanitary, Storm Plans from 1980

Item	Quantity	Units	Unit Cost (2021 \$)	Total Cost	Est. Life (years)	Annual Cost
Pavement Base	680	SY	70	\$47,600	80	\$595
Asphalt Surface	680	SY	20	\$13,600	15	\$907
Concrete Curb	590	LF	40	\$23,600	50	\$472
Storm Sewer (lining cost only)	305	LF	65	\$19,825	80	\$248
Sanitary Sewer (lining cost only)	275	LF	45	\$12,375	80	\$155
Water Main	260	LF	200	\$52,000	80	\$650
Water Services (main to curb)	9	Ea	3000	\$27,000	80	\$338
Totals				\$196,000		\$3,364

Above Costs do not include:

Cost to repair current deficiencies

Sanitary Sewer Services (Private)

Water Services behind curb (Private)

Storm Sewer Service Lines for Roof Drains and Sump Pumps (Private)

Sidewalks or Driveways (Private)

Misc. Costs to replace improvements built on top of utility easements (trees, sidewalks, driveways, landscape)

Irrigation System Repair when other work in Right of Way is replaced (Private)

Notes:

The existing pavement is only 2" thick asphalt on top of 9" of gravel.

This is less than a typical City Street. Typical would be 3"(+) of asphalt on top of a 6" thick concrete base.

Pavement width is only 15' between curbs and may be difficult to plow snow if vehicles are allowed to park on street.

Some sidewalk panels were installed with excessive cross-slope and are not ADA Accessible.

The existing water main is a dead end and cannot be flushed as there is not a fire hydrant located at the end.

This may result in poor water quality and potential issues with sediment and buildup of deposits.

Ordinance 24 - 21

By: Richard Sharp

**An Ordinance to award the Bexley Electricity Aggregation Program contract to
AEP Energy, based upon the terms and conditions provided for in its RFP,
as modified by the Board of Control.**

WHEREAS, the City of Bexley ("City") has determined that it is in the best interest of its residents to take action to address the electricity supply requirements of its residents and, to that end, to proceed with creating an electricity aggregation program for the City and its residents (the "Program"); and

WHEREAS, on November 6, 2001, the electors of the City of Bexley approved of the City's plan to create an electric aggregation program for customers located within the boundaries of the City; and

WHEREAS, the City wishes to encourage and facilitate the development of Ohio renewable energy projects and, to that end, shall include a 100% renewable content in its City aggregation RFP with an emphasis on renewable energy produced or to be produced in Ohio; and

WHEREAS, the City developed and issued a request for proposals (RFP) to qualified electricity suppliers to provide electricity and related services to the City's Program; and

WHEREAS, the City wishes to explore, after a public hearing and additional education, the awarding of the contract to AEP Energy;

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

Section 1.

That, based upon its being the most qualified and responsive electricity supplier to respond to the City's Request for Proposals, that AEP Energy be selected as the electric supplier for the City's Electricity Aggregation Program, based upon the terms and conditions provided for in the Request for Proposal attached hereto as "Exhibit A", with the following modifications:

1. Use of the Midwest Renewable Energy Credit program as discussed with AEP Energy, at an agreed upon rate of \$5.499 per kilowatt hour;
2. Specification that residents may opt out of the aggregation program at any time

And that the Mayor shall be authorized to execute such agreement in form approved by the City's legal counsel and consistent with this Ordinance.

Section 2.

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest:

William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: May 25, 2021

Second Reading:

Third Reading:

100% Renewable Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out
Governmental Aggregation Program

MARCH 5, 2021
AEP ENERGY, INC.
1 EASTON OVAL, SUITE 200, COLUMBUS, OH 43219



Subject: Request for Competitive Sealed Proposal – City of Bexley, Ohio Full Requirements Retail Electric Generation Supply for Governmental Aggregation

Cover Letter:

AEP Energy thanks Mayor Kessler and the City of Bexley for committing to 100% renewable energy for your community's opt-out governmental aggregation program. We are pleased to submit our proposal and confirm that our organization will comply with all the provisions of this RFP. To the best of our knowledge, AEP Energy does not have any conflict of interest with the City of Bexley.

AEP Energy, along with AEP Ohio, are wholly owned subsidiaries of American Electric Power (NASDAQ: AEP). AEP Ohio and its predecessor company, Columbus Southern Power Company, have served the citizens of Bexley for over 100 years as their primary regulated electric utility. AEP Energy is a certified competitive retail electricity and natural gas supplier based in Columbus, operating in 27 service territories in six states and Washington, D.C. since 2010. AEP Energy supplies electricity and natural gas solutions to over half a million customers and takes pride in making it easy for customers to buy, manage and use energy. AEP Energy is fully committed to product innovation, price competitiveness and customer service.

The financial statements for American Electric Power are located at: <https://aep.com/investors/>. The Federal Tax ID number is 030459115. All financial, banking and investment inquiries should be made to American Electric Power Investor Relations, 1 Riverside Plaza, 28th Floor, Columbus, Ohio 43215-2373. For additional questions, call AEP Investor Relations at 1-800-237-2667 or call or email Rhonda Owens-Paul at 614-716-2819. Enclosed with our bid response is AEP Energy's most recent Energy Credit Worthiness Report.

The proposal representative for AEP Energy is Chris Bailey, Director of Community of Partnerships, 614-315-1158, cbailey@aepenergy.com.

Thank you for this unique opportunity to help the City of Bexley transition to 100% renewable energy.

Sincerely,

Frank Willson



FRANK WILLSON | VICE PRESIDENT OF RESIDENTIAL & SMALL BUSINESS SOLUTION SALES
fwillson@aepenergy.com | D: 614-682-4452
1 EASTON OVAL, SUITE 200, COLUMBUS, OH 43219



LIST OF EXCEPTIONS AND DEVIATIONS BY OFFEROR

AEP Energy, Inc. ("AEP Energy", the "Offeror", "we", or "our") respectfully submits the following clarifications as constituting exceptions and/or deviations in connection with the Offeror's response to this Request for 100% Renewable Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program (this "Request"):

- With respect to the entirety of the Offeror's response to this Request, please note that the Offeror provides its response to this Request as a preliminary indication of pricing and terms and conditions and, until such time as the City and AEP Energy have mutually agreed in writing and both duly authorized and executed a final written contract, AEP Energy is not legally obligated to, or bound by, any pricing, product, or other terms or conditions specified in the Offeror's response or this Request or otherwise, and any and all such terms and conditions will apply to AEP Energy only as and to the extent contained in such contract, irrespective of any statements or conditions contained in, or implied by, the Offeror's response or this Request or otherwise.
- We took the approach of submitting a sample form of "Governmental Aggregation Master Retail Electric Supply Agreement" based on a contract form negotiated from previous engagements. We therefore propose that revisions and/or further modifications as may be part of ensuing negotiations between the parties. To the extent that any terms and conditions submitted in our sample contract form or in connection with the Offeror's response to this Request are considered to be contrary to the City Code or Charter, we respectfully request that those terms and conditions be identified and further negotiated to be deleted or changed as the parties mutually agree in writing.



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Executive Summary

Overview of AEP Energy's approach to achieving 100% renewable energy:

AEP Energy strongly believes our Integrated Renewable Energy ("IRE") approach is the most innovative and cost-effective way for the City of Bexley to achieve its goals. AEP Energy is confident IRE can deliver 100% renewable energy from projects built in Ohio at a competitive rate to the PTC.

IRE summary (distinguishing characteristics):

IRE is a groundbreaking product that provides 100% renewable energy and project-specific RECs from a portfolio of newly built Ohio-based wind and solar projects at a competitive rate to the PTC. It is the first locally sourced renewable aggregation product in our state. IRE provides a clear path solution for Bexley to quickly transition away from fossil fuel power as soon as June 2023. Here is high level summary of AEP Energy's commitment to the City of Bexley regarding IRE:

- AEP Energy will develop new wind and solar projects in Ohio that will supply 100% of Bexley's forecasted aggregation load as soon as June 2023.
- AEP Energy will retire (e.g. remove from circulation) project-specific RECs from these new wind and solar projects to cover 100% of Bexley's aggregation load.
- AEP Energy will create a virtual online generation site for Bexley's aggregation, showing residents where their local renewable energy is coming from in Ohio.

Supply terms:

AEP Energy is proposing the following pricing combinations for the City of Bexley (assuming June 2021 start):

- **Term A: "3 x 9"**
 - Years 1-3: Fixed full-requirements product with 100% RECs (National or Tri-State).
 - Years 3-9: IRE energy-only is fixed, other cost components (capacity, ancillaries, line losses, RPS, taxes) are reset annually (June-May) and passed through at cost without markup.
- **Term B: "2 x 11"**
 - Years 1-2: Fixed full-requirements product with 100% RECs (National or Tri-State).
 - Years 2-11: IRE energy-only price is fixed, other cost components (capacity, ancillaries, line losses, RPS, taxes) are reset annually (June-May) and passed through at cost without markup.

Opt-out period:

Opt-out periods can range from 1-3 years.

REC options:

AEP Energy will use their PJM Generation Attribute Tracking System (GATS), operated by PJM Environmental Information Services (EIS), that tracks the environmental and fuel attributes of generation facilities registered in the GATS and located within the PJM footprint in the United States. On an annual basis, AEP Energy will retire and report IRE project-specific RECs equivalent to 100% of the aggregation's load. Prior to the IRE period, AEP Energy has provided two REC pricing options for the City's consideration, both of which are 100% Green-e certified. The first option is a "National Voluntary" wind REC and the second is a "Tri-State" PJM region REC.



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Program performance and meetings:

AEP Energy proposes to hold at least two meetings per year to discuss pricing and program performance. AEP Energy can add an adjustment mechanism, which is mutually agreed to credit or debit charge, with the goal of keeping the aggregation program rate competitive with the applicable PTC.

Initial supply term pricing timeline:

In order to meet the City's requested start date of June 2021, for reference below is a timeline summary of key milestone dates that are required to start the program on time.

BEXLEY IMPLEMENTATION ANTICIPATED TIMELINE		
Task	# of Days	Date
Order List from utility		Friday, March 12, 2021
Docket opt-out/PUCO 10-day review starts	10	Monday, April 5, 2021
Mail drop, 21 day opt-out window begins	21	Thursday, April 15, 2021
Opt-out ends	4	Thursday, May 6, 2021
Enrollment file preparation	4	Monday, May 10, 2021
Start enrolling all cycles	14	Friday, May 14, 2021
AEP OH June cycle 1 meter read		Friday, May 28, 2021

Importance of this contract to AEP Energy's overall operation:

The City of Bexley is one of the most prominent, forward thinking, communities in Ohio. The Bexley School District is widely known as one of the best. It is home to Capital University, Columbus School for Girls, and Saint Charles, all topflight private education centers. When you drive around Bexley you see EV charges, solar installations on buildings, and recycling centers. Partnering with a leading community like Bexley aligns with AEP Energy's mission to redefine the future of energy and develop innovative solutions that power communities and improve lives. Moving to 100% renewable energy for the City's aggregation will assist us in powering a brighter future in Central Ohio.

Supplier Qualifications

AEP Energy has a successful 10-year track record of providing similar quantities of electricity to over 135,000 residential non-mercantile customers in AEP Ohio. Our aggregation team and their operational support staff are committed to providing best-in-class service to the City of Bexley and its residents. We have grown our aggregations to over 70 communities, serving over 150,000 residents across Ohio and Illinois. Our aggregation team and operation support staff are extremely knowledgeable about entire life cycle of the aggregation process, including PUCO and state regulations and docketing procedures, mail-house fulfillment, first-rate customer care experience, successful enrollment and accurate billing (UCB). Partnering with the AEP Energy is a smart choice. We will ensure the residents of Bexley participating in receive a seamless experience and we will commit to resolve issues in an expedient manner.

What makes AEP Energy's aggregation program special versus our competition?

- First aggregation program in Ohio entirely supplied by wind and solar built in Ohio.
- Residents with net metering receive credits at the program rate.
- Program includes an interactive renewable generation website.
- Residents are free to leave the program anytime without penalty (no ETF).
- Eligible residents can join the program anytime (e.g. new movers).
- Program provides budget billing.
- Care team is experienced and local.



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Renewable Qualifications:

AEP Energy closely coordinates with our two sister affiliate companies that specialize in utility-scale and behind-the-meter renewable services and solutions. AEP Energy Partners is one of the largest wholesale suppliers in the country and they negotiate, develop and manage all our utility-scale wind and solar projects.

AEP Onsite Partners works directly with clients, many of them municipalities, located across the country. They provide custom engineering solutions such as distributed solar, combined heat and waste heat recovery, electrical substations, peaking generation and other forms of cost-reducing technologies.

AEP currently has 240 megawatts of wind under contract in Huron County (Emerson Creek) and another 200 megawatts of solar in a county adjacent to Franklin (Atlanta Solar Farms in Pickaway County) and a healthy pipeline of over 500 megawatts from renewable projects located around Ohio, pending contract negotiations, that will be operational by June 2023.

Building in-state renewable generation costs about \$1M-\$1.5M per megawatt. To build sufficient IRE to supply 100% of the City's aggregation load, will require financing from AEP Energy Partners of approximately \$4-\$7 million, plus the related infrastructure and expertise associated with developing these projects, including negotiating renewable power purchase agreements, overseeing build-out, managing developer obligations, regulatory OPSB permitting, related wholesale functions and many more capabilities. AEP Energy and its affiliate AEP Energy Partners have necessary expertise, experience, credit and balance sheet necessary to fulfill its IRE obligations. AEP has an investment credit rating of Baa1 from Moody's and BBB from S&P and a market cap of \$37.90 billion.

Locality:

Central Ohio is our home. AEP and the City of Bexley have a long-standing relationship that dates back over 100 years. As one of the largest employers in Central Ohio, we hire local employees which probably includes residents of the City of Bexley. AEP Energy has two offices located in Columbus. If an unforeseen issue ever arises during the long-term agreement, based on this proximity to Bexley, we can quickly respond in-person to the City's Administration Staff to find an appropriate solution.

Insurance:

AEP maintains levels of insurance much in excess of the City's requirement. Our industry mutual insurance carrier, AEGIS, provides \$35 million of insurance excess of AEP's self-insured retention and maintains an "A" rating from A. M. Attached you will find a sample insurance certificate as well as a certificate for the AEGIS layer.

Prior Experience

As required by the RFP, AEP Energy has included our most current audited financial statements, we have been a supplier for longer than five years and are certified by PUCO as a CRES provider.

Adequacy of staff:

AEP Energy and its sister affiliated companies have the necessary professional staff and technical expertise to exceed all obligations of this RFP, which include functional specialists in the fields of aggregation operations, enrollments, billing, marketing, trading and deal structuring, data sciences, on-site and utility-scale renewable development.

Adequacy of equipment, research tools and administrative resources:

AEP Energy has the necessary equipment, research tools, and administrative resources to fulfill all the obligations of this RFP. This includes specifically; Microsoft Dynamics 365, Microsoft Power BI, geographic information systems software, and a toll-free number specific to the City's aggregation program. Our in-house Contact Center uses skill-based routing technology to respond to questions



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regarding the program, customers, and opt-out/opt-in requests. Customers may either speak to a bilingual advocate or use our Telelanguage program to select from over 300 preferred language choices for in-language support. AEP Energy's customer service resources go beyond our in-house Contact Center operations. In addition to online live chat options, we also have an opt-in website portal where eligible customers can join the program online.

Quality and appropriateness of technical and support staff:

AEP Energy has over 200 employees in their Arena and Easton offices. Our in-house facility leverages modern call center technology including Automatic Call Distribution (ACD), Call Center Monitoring and Analytics, Call Recording, Call Transfer and 3-Way Calling, Computer Telephony Integration (CTI), Interactive Voice Response (IVR), Live Call Coaching, Performance Evaluation and Speech Analytics. Existing staffing levels are over 70%, and we are scaling up. By the time that Bexley's program will start, anticipated June 2021, we will have over 40 advocates fully trained in our aggregation programs.

- Past six-month average performance results are:
 - 85% Call Answer Rate (<30 sec).
 - 90% Call Answer Rate (<1 min) for opt-outs.
 - 90% First Call Resolution Percent (industry standard 70-75%).
 - 6.36% Call Abandonment Rate (industry standard 5-7%).
 - 70% Speech Analytics Accuracy Rate (1.2K words and phrases).

Training, monitoring and coaching are an integral part of our Call Center culture. All phone calls are fully recorded and 80% of calls integrate Supervisor screen monitoring. Quality Control grades three calls per agent each week. The City of Bexley can have access to Call Center reports, call recordings and remote monitoring access. Escalation Protocol is as follows: Supervisor - Call Center Director - Municipal Aggregation Team. Call Center Advocates available via phone, e-mail, live chat, or social media, Monday - Friday from 8:00 am to 7:00 pm EST and Saturday's from 9:00 am through 1:00 pm EST.

Past performance of organization:

AEP Energy has experience with similar contracts through deals with the Google Data Center, City of Columbus Community Choice Aggregation, Huntington Bank, and the Columbus Regional Airport Authority.

Experience of individuals assigned:

Listed below, the personnel assigned to this project have an average of over 10 years related industry specific retail energy experience. Applicable education experience ranges from engineering degrees with CE accreditation, LEED accreditation, charter financial analyst, C.E.M. accreditation and JD degrees.

Personnel

Scott Slisher: President OnSite Partners & Chief Solutions Officer. Scott's leadership of AEP Energy's efforts on this key initiative for the City will provide to the Project one of the most respected authorities in the field of renewable energy today and an innovative leader supported across all of AEP.

Frank Willson: VP Residential and Small Business Solutions. Frank oversees the management and strategy of attracting and retaining customers in the residential and small commercial spaces. Municipal Aggregation is one of a variety of channels under Frank's purview and he leads an innovative team that excels in the competitive energy markets. Frank will ensure that the program is complimented by AEP Energy's other offerings and achieves operational excellence.

Anne Schenk: Deal Desk Director. Anne will lead the development and implementation for the program design, pricing, risk management, reporting and renewable generation integration.



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Chris Bailey: Director of Community Partnerships. Chris will be AEP Energy's primary point of contact with the City and will lead our day-to-day program services, education, contract administration, and ongoing improvements and enhancements.

Ben Duckworth: Origination Manager. Ben will lead AEP's sourcing of new Ohio renewable generation assets in support of the program.

Rich Secor: Director of Structuring. Rich will oversee the valuation and price formation of our 100% renewables portfolio solution for the program.

Susan Lu-Yoakum: Marketing and Communications Consultant Sr. Susan will work with the City on the opt-out letter copy, design and other requirements. She will also coordinate and oversee the production process, ensuring printed material adheres to PUCO guidelines and meets printer and all mail delivery criteria.

Corey Copper: Customer Operations Manager. Corey's team provides a white gloves support approach for all municipal aggregation customers and understands that accurate information, proper education and being an advocate for the customer is very important for the communities we serve.

Peter Kolch: Senior Counsel. Peter will serve as lead counsel for AEP Energy.

Marsha Makel: Senior Counsel. Marsha is AEP Energy's primary liaison with the PUCO. Marsha is heavily involved in the PUCO docketing process and oversees AEP Energy's annual PUCO reporting. She has specialized in regulatory compliance during her entire legal career. Marsha will serve as lead regulatory attorney for the Program.

Courtney Griffin: Customer Contract Supervisor. Courtney is the Supervisor of Contract Management within the AEP Energy Operations Department. This includes large commercial and industrial (C&I) customers, smaller residential customers, as well as our municipal aggregation customers. Her industry experience is crucial to the ongoing success of our team and the program enrollment process.

Customer References

Clinton County, Greene County, Defiance County, Richland County, Fulton County, Board of Erie County Commissioners, Clark County

Contact: Melissa Webne, Sr. Energy Analyst, Palmer Energy Company (County consultant)

Address: 5577 Airport Highway, Suite 101, Toledo, OH 43615

Phone Number: (419) 491-1022

SOPEC

Contact: Chris Chmiel, Chairman of SOPEC Board of Directors, Athens County Commissioner

Address: 340 W. State St., Suite 134, Athens, OH 45701

Phone Number: (740) 597-7955

City of Worthington

Contact: Rich Surace, Chief Operating Officer, Energy Alliances, Inc. (Worthington's consultant)

Address: 8469 Blue Ash Road, Cincinnati, OH 45236

Phone Number: (513) 745-1424



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Contract Performance

AEP Energy has fulfilled all its contractual obligations and has not had any contracts terminated due to non-performance or poor performance during the past five years.

Cost Proposal (Cents per kWh)

Component	Term A (City Requested)		Term B (Optional Product)	
Delivery Term Period	Initial Supply Term	Renewable Generation Supply Term "IRE"	Initial Supply Term	Renewable Generation Supply Term "IRE"
Start	June 2021	June 2024	June 2021	May 2023
End	June 2024	June 2033	June 2023	May 2034
Months (Years)	36 (3 years)	108 (9 years)	24 (2 year)	132 (11 years)
Product	Full requirements	Energy Only	Full requirements	Energy Only
REC Percent	100% National Voluntary	100% IRE Project-Specific	100% National Voluntary	100% IRE Project-Specific
Product	Full-Requirements, All-Inclusive	Energy Only ¹	Full-Requirements, All-Inclusive	Energy Only ¹
Price	5.314 ²	4.386	5.377 ³	4.239

¹Capacity, ancillaries, line losses, RPS and taxes are passed through at cost without mark-up.

²Price with "Tri-State" RECs is 6.007 cents per kWh. Tri-State RECs are produced in the PJM region.

³Price with "Tri-State" RECs is 6.070 cents per kWh. Tri-State RECs are produced in the PJM region.

IRE pricing includes the necessary renewable projects to supply 100% of the aggregation load. Additional projects in the future will have no impact on pricing.

If selected, AEP Energy agrees to reimburse the City for all incurred costs for the development and implementation of its electric aggregation program. We will adjust the supply price to recoup the amount paid by the City as requested in the RFP.

The estimated savings compared to the SSO/PTC for the first three years could potentially be between 1-3%. We are estimating AEP Ohio's PTC from June 2021 to May 2022 to be between 5.2-5.6 cents per kWh.

With this response, AEP Energy has submitted our standard Master Supply Agreement contract as requested. Please note, that the IRE product as proposed requires a much higher level of specialization to cover the components associated. Additionally, the terms for IRE agreements fall between 12 and 15 years rather than the 3 years exhibited in the sample contract provided.

Attachment A

Non-Collusion Affidavit

STATE OF _____,
COUNTY OF _____, ss:

The undersigned Supplier ("Affiant"), being first duly sworn and cautioned, states the following in connection with the proposal for the City of Bexley's Request for Proposals – Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program.:.

1. I understand and acknowledge that it is against the law to engage in collusion when preparing a bid for a public contract and hereby certify that the bid amount contained in this bid is an independent, balanced and honest bid amount, made without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices contained herein, with any other contractor or competitor or any elected or appointed official or employee of the City of Bexley.
2. I further certify that the subcontractors and/or Suppliers with whom I expect to deal, if awarded this contract, have certified that their bids are made without collusion or communication as provided herein.
3. I further understand that my bid will be rejected if there is evidence of collusion, including disclosure of the prices in this bid, either directly or indirectly, to any other Supplier prior to opening.

Further Affiant sayeth naught.

SUPPLIER: AEP Energy
By: 

Printed Name & Title: Frank Willson,
Vice President of
Residential and Small
Business Solution
Sales

Subscribed and sworn to before me this 5 day of March, 2024 by
Frank Willom, the VP Res. & Bus. [TITLE] of
AEP Energy [SUPPLIER].



JESSICA DARLING
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
July 17, 2024

Jessica Darling



AEP Energy Credit Worthiness Statement as of May 6, 2020

AEP Energy is a subsidiary of American Electric Power Company, Inc. American Electric Power Company, Inc.'s 2019 10-K Filing and 2019 Annual Report, containing its annual audited financial statements, including notes thereto, may be obtained via URL <http://aep.com/investors/>

Operating Company	S&P (SU/IR)	Moody's (SU/IR)
American Electric Power Company, Inc.	BBB+ / A-	Baa1 / Baa1

Facts at a Glance (12/31/2019)		Statistics
2019 Revenues	\$15.6 billion	
2019 Net Income (ongoing) ¹	\$1.920 billion	
2019 Earnings per share (ongoing) ¹	\$3.89	
2019 Assets	\$75.9 billion	
U.S. employees	17,408	
States served by regulated utilities	Arkansas, Indiana, Kentucky, Louisiana, Michigan, Ohio, Oklahoma, Tennessee, Texas, Virginia, West Virginia	
Miles of transmission and distribution lines	261,000 approximately	
Owned Generation	27 gigawatts (GW)	
U.S. customers	5.5 million	

¹The 2019 financial results include pretax asset impairments of \$156 million.

Statement provided by:
American Electric Power (AEP)
Credit Risk Management

CORPORATE GUARANTY

TO: _____, its successors and assigns, and any of its subsidiaries ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to do business with AEP Energy, Inc., an Illinois corporation ("AEP Energy"), the undersigned American Electric Power Company, Inc. ("AEP" or "Guarantor"), hereby guarantees the full and prompt payment of all present and future obligations of AEP Energy to Beneficiary, up to an aggregate amount of _____ U.S. Dollars (\$_____) (the "Guaranty Cap"), arising under that certain Government Aggregation Master Retail Electric Supply Agreement (the "Agreement") by and between AEP Energy and Beneficiary dated _____, 2021 (the "Obligations"). AEP acknowledges the benefit to it of said Agreement between Beneficiary and AEP Energy, as well as the benefit of extending the Guaranty. AEP's obligations and liability under this Guaranty shall be limited to the payment of obligations arising from the Agreement only, and AEP shall have no obligation to sell, deliver, supply or deliver electric energy or perform any related services.

AEP hereby waives notice of acceptance of this Corporate Guaranty ("Guaranty"), notice of the transactions between Beneficiary and AEP Energy, notice of the execution and delivery, amendment, extension or renewal of any present or future instrument pertaining to Obligations, and notice of default by AEP Energy. AEP further consents, without further notice, to any extension or extensions of the time or times of payment of said Obligations, or any portion thereof, and to any change in form or amount, or renewal at any time, of such Obligations, or any portion thereof, in each case up to the Guaranty Cap.

This Guaranty shall become effective from the date of guaranty execution at 12:01 a.m. Eastern Standard Time and terminate on the earlier of _____, 20____ at midnight Eastern Standard Time, or five (5) days after the date of written notice of termination from AEP. No termination of this Guaranty shall affect any Obligations outstanding or contracted or committed for at the time of termination, and this Guaranty shall remain in full force and effect with respect to such Obligations until finally and irrevocably paid in full. Any extension, or the acceptance of any sum or sums on account, or of any note or draft of AEP Energy and/or any third party, or security, from AEP Energy, shall not affect this Guaranty.

AEP's obligations hereunder with respect to the Obligations shall not be affected by the existence, validity, enforceability, perfection or extent of any collateral for such Obligations covered hereunder. Beneficiary shall not be obligated to file any claim relating to the Obligations owing to it in the event that AEP Energy becomes subject to bankruptcy, reorganization or similar proceedings (whether voluntary or involuntary), and the failure of Beneficiary to so file shall not affect AEP's obligations hereunder. In the event that any payment to Beneficiary in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, AEP shall remain liable hereunder in respect of such Obligations as if such payment had not been made. AEP

reserves the right to assert defenses which AEP Energy may have to payment of any Obligation other than defenses arising from the bankruptcy or insolvency of AEP Energy and other defenses expressly waived hereby.

This Guaranty shall inure to and be binding upon the parties, their representatives, successors and assigns. This Guaranty shall not be affected by any change in the entity status or business structure of AEP Energy.

Any demand, notice, request, instruction, correspondence, or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

To Guarantor:	To Beneficiary:
American Electric Power Company, Inc.	
303 Marconi Blvd., 4 th Floor	
Columbus, Ohio 43215	
Attn: Credit Risk Management	
Email: aep_energy_credit@aep.com	Fax No.

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

In the event Beneficiary engages in litigation to enforce this Guaranty, AEP agrees to pay, in addition to any amounts of AEP Energy which AEP has guaranteed to pay, any and all costs and expenses incurred by Beneficiary (including reasonable attorneys' fees) as a result of enforcing this Guaranty, provided such fees, costs and expenses are reasonable, and only if, and to the extent, Beneficiary is successful in such litigation. AEP SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, AND BENEFICIARY HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THE OBLIGATIONS UNDER THE AGREEMENT ARE DEEMED TO BE SUCH DAMAGES.

AEP represents and warrants that, at the time of execution and delivery of the Guaranty, nothing (whether financial condition or any other condition or situation) exists to impair in any way the obligations and liabilities of AEP to Beneficiary under this Guaranty. AEP further represents and warrants that the person signing this Guaranty on its behalf has been properly authorized by corporate action to do so.

The rights and duties of the AEP, AEP Energy and Beneficiary under this Guaranty shall be

construed and enforced in accordance with, and governed by the laws of, the State of New York.

IN WITNESS WHEREOF, AEP has duly executed this Guaranty on this day of , 20 .

AMERICAN ELECTRIC POWER COMPANY, INC.

By: _____
Julie A. Sherwood, Treasurer

GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT

This Government Aggregation Master Retail Electric Supply Agreement ("Agreement") is entered into as of the following date: _____ ("Effective Date"). The parties are the following:

AEP Energy, Inc. ("AEP Energy")	("Government Aggregator")
	Federal Tax ID: _____
Address for Notices: 1 Easton Oval, Suite 200 Columbus, OH 43219 Attn: Legal Department Toll Free number: 1-877-726-0214 AEPenergy.com/help	Address for Notices: _____ Attn: _____ Phone: _____

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio ("PUCO") or by PJM Interconnection, L.L.C. ("PJM" or Regional Transmission Organization ("RTO")) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an "Attachment") shall form a single agreement between the parties (collectively referred to as this "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Government Aggregator Obligations. The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail electric sales for the duration of this Agreement pursuant to Section 4928.20 of the Ohio Revised Code and rule 4901: 1-24-01, et. seq., Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the "Opt-out Aggregation Program" or "Program"). The Government Aggregator shall designate AEP Energy as the CRES Provider of record for purpose of supplying competitive retail electric service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan (the "Plan") in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as

hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail electric service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail electric service supply arrangement with a CRES Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to "opt-out" and by responding to related inquiries with factual information about the services.

1.2 **Opt-out and Required Customer Notifications.** The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their EDU (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program ("Customers") shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term ("Refresh Opt Outs"), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local electric utility or any successor distribution company or entity responsible for distribution, transmission, and delivery of electricity to customers ("EDU") and the Government Aggregator's jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the EDU's service territory and Government Aggregator's jurisdictional territory, a "Newly Eligible Customer") will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 **Customer Historical Load Forecast Information.** The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical load and load forecast information, related to the Customer's usage, from the EDU or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the EDU in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the EDU system.

1.4 **AEP Energy Obligations.** Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its electric supply service (the "Retail

Electric Supply"). The Retail Electric Supply is delivered to the EDU's distribution system's interconnection point (each, a "Delivery Point"), and the relevant EDU is responsible for delivery of the Retail Electric Supply to each Customer's meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the EDU will provide distribution and transmission services to such delivery point. To the extent that any services or requirements are provided by the EDU, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the EDU, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Electric Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRES by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 **Customer Service Requests.** Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, power outages, wire or service maintenance, metering, service billing or other similar EDU related concerns should be addressed directly with the EDU.

1.6 **Customer Affirmative Consent Enrollment.** The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator's jurisdictional territory by affirmative consent in accordance with rule 4901:1-21-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 **Term of Agreement and Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. "Billing Cycle" means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the EDU, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the EDU has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers enrolled in

the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRES or will be switched to EDU service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDU, RTO, or Independent System Operator (“ISO”), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDU, ISO, RTO, such as PJM, or other regulated service provider (a “Change in Law”), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, “Additional Costs”), AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The EDU will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the EDU or to select an alternate CRES Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail electric service and related services to the Customers, and shall arrange for distribution service to the Customers by the EDU.

3.2 Customer Pricing. During the Term, AEP Energy shall provide competitive retail electric service and related services to all Customers at

the price set forth on the relevant Attachment A (the “Price”). Any non-bypassable charges and fees approved by the PUCO and not included in the Price to Compare (“PTC”) as of the Effective Date will be billed at their full rate. From the Effective Date of this Agreement up to the date on which AEP Energy or Government Aggregator mails out notice of this Opt-out Aggregation Program to prospective Customers, AEP Energy reserves the right to adjust the pricing in Attachment A to reflect current market conditions or any updated usage data, historical load information or load forecast information and maintain the original expected economic position (“Change in Price Event”). Should a Change in Price Event occur, AEP Energy will provide notice of the revised price to the Government Aggregator. Parties must mutually agree to the revised price for the Program to move forward. If the parties are unable to agree upon modification(s) to this Agreement within thirty (30) calendar days of such notice, this Agreement shall terminate.

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs. Each Customer shall be responsible for payments to the EDU and shall be solely responsible for late charges, interests, or penalties imposed by the EDU as a result of such Customer’s failure to timely pay the EDU charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the EDU and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the EDU and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer’s failure to pay these obligations in a timely fashion.

4.2 Billing. Consolidated billing shall be provided to Customers directly by the EDU based upon the EDU’s meter read and Billing Cycle for Customers. Such bills will contain both EDU and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU’s tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an “Event of Default” hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a

petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the EDU or RTO to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel, energy, or power, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the

Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL ELECTRIC SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL ELECTRIC SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator.

Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRES provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a

party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail electric service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes

and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 **Notices.** Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 **Entire Agreement.** No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this

Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Electric Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 **Waivers.** No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 **Controlling Provisions.** In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 **Assignment.** This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future

performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 **Forward Contract.** The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 **Press Releases.** Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve

any press releases in connection with this Agreement prior to publication or release.

10.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 **No Third-Party Beneficiaries.** This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A:

**GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT
CUSTOMER PRICING AND ADDITIONAL TERMS**

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Terminology

[____] (____) months, expected to begin on or around the relevant [____] meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such [____] ([____]) month-term), subject to the timing of (i) the available meter read date(s), as determined by the EDU, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the EDU has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of electric service equal to cents per kWh

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to $\$$ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Commercial (consumption less than 700,000 kWh annually): Commodity portion of electric service equal to cents per kWh

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to $\$$ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Mercantile Accounts:

National accounts as well as any eligible commercial accounts with annual usage greater than 700,000 kWh must “opt-in,” at AEP Energy’s sole discretion to accept, in order to participate in the Program.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No. Ext): 800-476-2211 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A :ACE American Insurance Company	NAIC # 22667
INSURED American Electric Power Company, Inc, and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	INSURER B :Energy Insurance Services, Inc.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERS

CERTIFICATE NUMBER:4R7ECQZ6

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			HDO G71097055	07/01/2018	07/01/2021	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159792	07/01/2018	07/01/2021	MED EXP (Any one person)	\$ 1,000,000
	PROPERTY & ADV INJURY						PERSONAL & ADV INJURY	\$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			P003-200378	07/01/2020	07/01/2021	GENERAL AGGREGATE	\$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	P003-200362	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						PER STATUTE	OTHER
B	Professional Liability			P003-200362	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$ 4,000,000
	AGGREGATE						E.L. DISEASE - EA EMPLOYEE	\$ 4,000,000
							E.L. DISEASE - POLICY LIMIT	\$
							Each Occurrence	\$ 1,000,000
							Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: Additional Insured is any person or organization for whom the Named Insured has specifically agreed by written contract to provide Additional Insured status, subject to policy terms, conditions and exclusions, provided that: A) This insurance applies only to each coverage which the Named Insured has agreed to provide by contract, but in no event shall the coverage exceed the coverage otherwise afforded by the policy; B) The amount of insurance is limited to that required by such written contract, but in no event shall the limits of liability exceed the limits of liability provided by the policy; C) The insurance applies only with respect to liability arising out of the operations, activities or business conducted by or on behalf of the Named Insured.

WAIVER OF SUBROGATION: A Waiver of Subrogation is provided if required in a written contract with the Named Insured.

CONTRACTUAL LIABILITY: Contractual Liability is included under the commercial General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

American Electric Power Company Evidence of Casualty Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :ACE American Insurance Company		22667
	INSURER B :Associated Electric & Gas Ins. Svcs.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:6LVUT57T

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G71097055	07/01/2018	07/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159792	07/01/2018	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			XL5130309P Aggregate as Applicable	07/01/2020	07/01/2021	EACH OCCURRENCE	\$ 35,000,000
							AGGREGATE	\$ 70,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE		

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF INCOME
For the Years Ended December 31, 2019, 2018 and 2017
(in millions, except per-share and share amounts)

	Years Ended December 31,		
	2019	2018	2017
REVENUES			
Vertically Integrated Utilities	\$ 9,245.7	\$ 9,556.7	\$ 9,095.1
Transmission and Distribution Utilities	4,319.0	4,552.3	4,328.9
Generation & Marketing	1,721.8	1,818.1	1,771.4
Other Revenues	274.9	268.6	229.5
TOTAL REVENUES	15,561.4	16,195.7	15,424.9
EXPENSES			
Fuel and Other Consumables Used for Electric Generation	1,940.9	2,359.4	2,346.5
Purchased Electricity for Resale	3,165.2	3,427.1	2,965.3
Other Operation	2,743.7	2,979.2	2,525.2
Maintenance	1,213.9	1,247.4	1,145.6
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Taxes Other Than Income Taxes	1,234.5	1,142.7	1,059.4
TOTAL EXPENSES	12,969.1	13,513.0	11,899.9
OPERATING INCOME	2,592.3	2,682.7	3,525.0
Other Income (Expense):			
Other Income	26.6	18.2	34.6
Allowance for Equity Funds Used During Construction	168.4	132.5	93.7
Non-Service Cost Components of Net Periodic Benefit Cost	120.0	124.5	45.5
Gain on Sale of Equity Investment	—	—	12.4
Interest Expense	(1,072.5)	(984.4)	(895.0)
INCOME BEFORE INCOME TAX EXPENSE (BENEFIT) AND EQUITY EARNINGS	1,834.8	1,973.5	2,816.2
Income Tax Expense (Benefit)	(12.9)	115.3	969.7
Equity Earnings of Unconsolidated Subsidiaries	72.1	73.1	82.4
NET INCOME	1,919.8	1,931.3	1,928.9
Net Income (Loss) Attributable to Noncontrolling Interests	(1.3)	7.5	16.3
EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 1,921.1	\$ 1,923.8	\$ 1,912.6
WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING	493,694,345	492,774,600	491,814,651
TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 3.89	\$ 3.90	\$ 3.89
WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING	495,306,238	493,758,277	492,611,067
TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 3.88	\$ 3.90	\$ 3.88

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
For the Years Ended December 31, 2019, 2018 and 2017
(in millions)

	Years Ended December 31,		
	2019	2018	2017
Net Income	\$ 1,919.8	\$ 1,931.3	\$ 1,928.9
<u>OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAXES</u>			
Cash Flow Hedges, Net of Tax of \$(21.1), \$3.9 and \$(1.4) in 2019, 2018 and 2017, Respectively	(79.4)	14.6	(2.6)
Securities Available for Sale, Net of Tax of \$0, \$0 and \$1.9 in 2019, 2018 and 2017, Respectively	—	—	3.5
Amortization of Pension and OPEB Deferred Costs, Net of Tax of \$(1.5), \$(1.4) and \$0.6 in 2019, 2018 and 2017, Respectively	(5.6)	(5.3)	1.1
Pension and OPEB Funded Status, Net of Tax of \$15.3, \$(8.8) and \$46.7 in 2019, 2018 and 2017, Respectively	57.7	(33.0)	86.5
TOTAL OTHER COMPREHENSIVE INCOME (LOSS)	(27.3)	(23.7)	88.5
TOTAL COMPREHENSIVE INCOME	1,892.5	1,907.6	2,017.4
Total Comprehensive Income (Loss) Attributable To Noncontrolling Interests	(1.3)	7.5	16.3
TOTAL OTHER COMPREHENSIVE INCOME ATTIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 1,893.8	\$ 1,900.1	\$ 2,001.1

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
For the Years Ended December 31, 2019, 2018 and 2017
(in millions)

	AEP Common Shareholders						
	Common Stock		Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
	Shares	Amount					
TOTAL EQUITY – DECEMBER 31, 2016	512.0	\$ 3,328.3	\$ 6,332.6	\$ 7,892.4	\$ (156.3)	\$ 23.1	\$ 17,420.1
Issuance of Common Stock	0.2	1.1	11.1				12.2
Common Stock Dividends				(1,178.3) (a)		(13.6)	(1,191.9)
Other Changes in Equity			55.0			0.8	55.8
Net Income				1,912.6		16.3	1,928.9
Other Comprehensive Income					88.5		88.5
TOTAL EQUITY – DECEMBER 31, 2017	512.2	3,329.4	6,398.7	8,626.7	(67.8)	26.6	18,313.6
Issuance of Common Stock	1.3	8.0	65.6				73.6
Common Stock Dividends				(1,251.1) (a)		(4.4)	(1,255.5)
Other Changes in Equity			21.8			1.3	23.1
ASU 2018-02 Adoption				14.0	(17.0)		(3.0)
ASU 2016-01 Adoption				11.9	(11.9)		—
Net Income				1,923.8		7.5	1,931.3
Other Comprehensive Loss					(23.7)		(23.7)
TOTAL EQUITY – DECEMBER 31, 2018	513.5	3,337.4	6,486.1	9,325.3	(120.4)	31.0	19,059.4
Issuance of Common Stock	0.9	6.0	59.3				65.3
Common Stock Dividends				(1,345.5) (a)		(4.5)	(1,350.0)
Other Changes in Equity			(9.8) (b)			2.2	(7.6)
Acquisition of Sempra Renewables LLC						134.8	134.8
Acquisition of Santa Rita East						118.8	118.8
Net Income (Loss)				1,921.1		(1.3)	1,919.8
Other Comprehensive Loss					(27.3)		(27.3)
TOTAL EQUITY – DECEMBER 31, 2019	514.4	\$ 3,343.4	\$ 6,535.6	\$ 9,900.9	\$ (147.7)	\$ 281.0	\$ 19,913.2

(a) Cash dividends declared per AEP common share were \$2.71, \$2.53 and \$2.39 for the years ended December 31, 2019, 2018 and 2017, respectively.

(b) Includes \$(62) million related to a forward equity purchase contract associated with the issuance of Equity Units. See “Equity Units” section of Note 14 for additional information.

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
ASSETS
December 31, 2019 and 2018
(in millions)

	December 31,	
	2019	2018
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 246.8	\$ 234.1
Restricted Cash (December 31, 2019 and 2018 Amounts Include \$185.8 and \$210, Respectively, Related to Transition Funding, Restoration Funding, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding and Santa Rita East)	185.8	210.0
Other Temporary Investments (December 31, 2019 and 2018 Amounts Include \$187.8 and \$152.7, Respectively, Related to EIS and Transource Energy)	202.7	159.1
Accounts Receivable:		
Customers	625.3	699.0
Accrued Unbilled Revenues	222.4	209.3
Pledged Accounts Receivable – AEP Credit	873.9	999.8
Miscellaneous	27.2	55.2
Allowance for Uncollectible Accounts	(43.7)	(36.8)
Total Accounts Receivable	<u>1,705.1</u>	<u>1,926.5</u>
Fuel	528.5	319.0
Materials and Supplies	640.7	602.1
Risk Management Assets	172.8	162.8
Regulatory Asset for Under-Recovered Fuel Costs	92.9	150.1
Margin Deposits	60.4	141.4
Prepayments and Other Current Assets	242.1	208.8
TOTAL CURRENT ASSETS	<u>4,077.8</u>	<u>4,113.9</u>
PROPERTY, PLANT AND EQUIPMENT		
Electric:		
Generation	22,762.4	21,699.9
Transmission	24,808.6	21,531.0
Distribution	22,443.4	21,195.4
Other Property, Plant and Equipment (Including Coal Mining and Nuclear Fuel)	4,811.5	4,265.0
Construction Work in Progress	4,319.8	4,393.9
Total Property, Plant and Equipment	<u>79,145.7</u>	<u>73,085.2</u>
Accumulated Depreciation and Amortization	19,007.6	17,986.1
TOTAL PROPERTY, PLANT AND EQUIPMENT – NET	<u>60,138.1</u>	<u>55,099.1</u>
OTHER NONCURRENT ASSETS		
Regulatory Assets	3,158.8	3,310.4
Securitized Assets	858.1	920.6
Spent Nuclear Fuel and Decommissioning Trusts	2,975.7	2,474.9
Goodwill	52.5	52.5
Long-term Risk Management Assets	266.6	254.0
Operating Lease Assets	957.4	—
Deferred Charges and Other Noncurrent Assets	3,407.3	2,577.4
TOTAL OTHER NONCURRENT ASSETS	<u>11,676.4</u>	<u>9,589.8</u>
TOTAL ASSETS	<u><u>\$ 75,892.3</u></u>	<u><u>\$ 68,802.8</u></u>

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
LIABILITIES AND EQUITY
December 31, 2019 and 2018
(dollars in millions)

	December 31,	
	2019	2018
CURRENT LIABILITIES		
Accounts Payable	\$ 2,085.8	\$ 1,874.3
Short-term Debt:		
Securitized Debt for Receivables – AEP Credit	710.0	750.0
Other Short-term Debt	2,128.3	1,160.0
Total Short-term Debt	<u>2,838.3</u>	<u>1,910.0</u>
Long-term Debt Due Within One Year (December 31, 2019 and 2018 Amounts Include \$565.1 and \$406.5, Respectively, Related to Transition Funding, DCC Fuel, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding, Transource Energy, Sabine and Restoration Funding)	1,598.7	1,698.5
Risk Management Liabilities	114.3	55.0
Customer Deposits	366.1	412.2
Accrued Taxes	1,357.8	1,218.0
Accrued Interest	243.6	231.7
Obligations Under Operating Leases	234.1	—
Regulatory Liability for Over-Recovered Fuel Costs	86.6	58.6
Other Current Liabilities	1,373.8	1,190.5
TOTAL CURRENT LIABILITIES	<u>10,299.1</u>	<u>8,648.8</u>
NONCURRENT LIABILITIES		
Long-term Debt (December 31, 2019 and 2018 Amounts Include \$907 and \$1,109.2, Respectively, Related to Transition Funding, DCC Fuel, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding, Transource Energy, Sabine and Restoration Funding)	25,126.8	21,648.2
Long-term Risk Management Liabilities	261.8	263.4
Deferred Income Taxes	7,588.2	7,086.5
Regulatory Liabilities and Deferred Investment Tax Credits	8,457.6	8,540.3
Asset Retirement Obligations	2,216.6	2,287.7
Employee Benefits and Pension Obligations	466.0	377.1
Obligations Under Operating Leases	734.6	—
Deferred Credits and Other Noncurrent Liabilities	719.8	782.6
TOTAL NONCURRENT LIABILITIES	<u>45,571.4</u>	<u>40,985.8</u>
TOTAL LIABILITIES	<u>55,870.5</u>	<u>49,634.6</u>
Rate Matters (Note 4)		
Commitments and Contingencies (Note 6)		
MEZZANINE EQUITY		
Redeemable Noncontrolling Interest	65.7	69.4
Contingently Redeemable Performance Share Awards	42.9	39.4
TOTAL MEZZANINE EQUITY	<u>108.6</u>	<u>108.8</u>
EQUITY		
Common Stock – Par Value – \$6.50 Per Share:		
Shares Authorized	600,000,000	600,000,000
Shares Issued	514,373,631	513,450,036
(20,204,160 Shares were Held in Treasury as of December 31, 2019 and 2018, Respectively)	3,343.4	3,337.4
Paid-in Capital	6,535.6	6,486.1
Retained Earnings	9,900.9	9,325.3
Accumulated Other Comprehensive Income (Loss)	(147.7)	(120.4)
TOTAL AEP COMMON SHAREHOLDERS' EQUITY	<u>19,632.2</u>	<u>19,028.4</u>
Noncontrolling Interests	281.0	31.0
TOTAL EQUITY	<u>19,913.2</u>	<u>19,059.4</u>
TOTAL LIABILITIES, MEZZANINE EQUITY AND EQUITY	<u><u>\$ 75,892.3</u></u>	<u><u>\$ 68,802.8</u></u>

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2019, 2018 and 2017
(in millions)

	Years Ended December 31,		
	2019	2018	2017
OPERATING ACTIVITIES			
Net Income	\$ 1,919.8	\$ 1,931.3	\$ 1,928.9
Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities:			
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Rockport Plant, Unit 2 Operating Lease Amortization	136.5	—	—
Deferred Income Taxes	(17.8)	104.3	901.5
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Allowance for Equity Funds Used During Construction	(168.4)	(132.5)	(93.7)
Mark-to-Market of Risk Management Contracts	(29.2)	(66.4)	(23.3)
Amortization of Nuclear Fuel	89.1	113.8	129.1
Pension and Postemployment Benefit Reserves	(24.6)	(42.8)	27.8
Pension Contributions to Qualified Plan Trust	—	—	(93.3)
Property Taxes	(73.8)	(59.1)	(29.5)
Deferred Fuel Over/Under-Recovery, Net	85.2	189.7	84.4
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Recovery of Ohio Capacity Costs, Net	34.1	67.7	83.2
Refund of Global Settlement	(16.5)	(5.5)	(98.2)
Change in Other Noncurrent Assets	(97.4)	119.8	(423.9)
Change in Other Noncurrent Liabilities	(116.1)	129.0	181.7
Changes in Certain Components of Working Capital:			
Accounts Receivable, Net	247.8	145.9	28.5
Fuel, Materials and Supplies	(248.2)	20.7	17.9
Accounts Payable	5.8	36.6	(58.0)
Accrued Taxes, Net	138.9	153.2	91.9
Rockport Plant, Unit 2 Operating Lease Payments	(147.7)	—	—
Other Current Assets	70.7	10.5	(60.7)
Other Current Liabilities	(189.0)	149.8	(181.8)
Net Cash Flows from Operating Activities	<u>4,270.1</u>	<u>5,223.2</u>	<u>4,270.4</u>
INVESTING ACTIVITIES			
Construction Expenditures	(6,051.4)	(6,310.9)	(5,691.3)
Purchases of Investment Securities	(1,576.0)	(2,067.8)	(2,314.7)
Sales of Investment Securities	1,494.2	2,010.0	2,256.3
Acquisitions of Nuclear Fuel	(92.3)	(46.1)	(108.0)
Acquisition of Sempra Renewables LLC and Santa Rita East, net of cash and restricted cash acquired	(918.4)	—	—
Proceeds from Sale of Merchant Generation Assets	—	—	2,159.6
Other Investing Activities	(0.6)	61.2	41.7
Net Cash Flows Used for Investing Activities	<u>(7,144.5)</u>	<u>(6,353.6)</u>	<u>(3,656.4)</u>
FINANCING ACTIVITIES			
Issuance of Common Stock	65.3	73.6	12.2
Issuance of Long-term Debt	4,536.6	4,945.7	3,854.1
Commercial Paper and Credit Facility Borrowings	—	205.6	—
Change in Short-term Debt, Net	928.3	271.4	(74.4)
Retirement of Long-term Debt	(1,220.8)	(2,782.0)	(3,087.9)
Commercial Paper and Credit Facility Repayments	—	(205.6)	—
Make Whole Premium on Extinguishment of Long-term Debt	(5.0)	(13.5)	(46.1)
Principal Payments for Finance Lease Obligations	(70.7)	(65.1)	(67.3)
Dividends Paid on Common Stock	(1,350.0)	(1,255.5)	(1,191.9)
Other Financing Activities	(20.8)	(12.7)	(3.6)
Net Cash Flows from (Used for) Financing Activities	<u>2,862.9</u>	<u>1,161.9</u>	<u>(604.9)</u>
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	(11.5)	31.5	9.1
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	444.1	412.6	403.5
Cash, Cash Equivalents and Restricted Cash at End of Period	<u>\$ 432.6</u>	<u>\$ 444.1</u>	<u>\$ 412.6</u>

See Notes to Financial Statements of Registrants beginning on page 68.

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL

Certificate Number:

10-206E (6)

Issued Pursuant to Case Number(s):

10-0384-EL-CRS

A certificate as a Competitive Retail Electric Service Provider is hereby granted to **AEP Energy, Inc.** whose office or principal place of business is located at **225 W. Wacker Drive, Suite 600, Chicago, IL 60606** to provide **power marketer and power broker** services within the State of Ohio effective **May 20, 2020**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

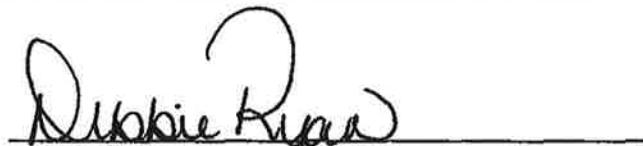
Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: May 27, 2020

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO



Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Donielle M. Hunter, Acting Secretary
Susan Patterson, Acting Secretary

Certificate Expires: May 20, 2022

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

180 East Broad Street
Columbus, Ohio 43215-3791

Technician _____

A

Date Processed

5/27/20

(614) 466-3016
www.PUCO.ohio.gov

CRES AUTOMATIC CASE ACTION FORM

Date: 5-26-20

Case Number: 10-0384-EL-CRS

Company Name and Company Name d/b/a: **AEP Energy, Inc.**

Company Address: **225 W Wacker Drive, Suite 600**

Company City/State/Zip: **Chicago IL 60606**

Regulatory Contact: **Marsha Makel**

Phone: **614-682-4350**

Email: **mmakel@aepenergy.com**

Address: **1 Easton Oval, Suite 200**

City/State/Zip: **Columbus OH 43219**

Renewal

Action Needed:

Issue Certificate Number to:

Effective Date of Certificate: Certificate Expires:

Renew Certificate Number from: 10-206E (5) to: 10-206E (6)

Effective Date of Certificate: **5-20-20** Certificate Expires: **5-20-22**

Certified To Provide the Following Services:

Retail Generation

Aggregation

Power Marketer

Power Broker

Governmental Aggregation

Revise Certificate Number: to (check all applicable):

Reflect name change from: to

Reflect address change from: to

Correct Administrative Error:

Reflect Change of Ownership to:

Cancel Certificate Number:

Protect Un-redacted copies until:

Close Case File, Case Withdrawn at Applicant's Request

Close Case File

CASE NUMBER: 10-0384-EL-CRS
CASE DESCRIPTION: AEP ENERGY, INC
DATE OF SERVICE: 5/27/2020
DOCUMENT SIGNED ON: 5/27/20

Sign Here: DR

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