



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 28, 2022**

Council President Pro Temp Stacie Baker called the meeting to order at 6:33 PM

Invocation - John Stumbo of The Alliance

PRESENT: Cotner, Baker, Bryant, Salvati, Pyakurel, Lawson Rowe

ABSENT: Jenkins, Strickland

Approval of Agenda

President Pro Temp Baker advised that under Reports, Public Service & Transportation Committee, Item 1 is being removed. As there were no other changes, the agenda stood approved as amended.

Approval of Minutes

a. City Council – Regular Meeting – November 14, 2022

The regular Council meeting minutes of November 13, 2022 were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Angela Abram

1075 Starlight Drive

Ms. Abram stated that she attended Council to discuss Christmas on the Towne. She stated that she is the Co-chair of Christmas on the Towne and wanted to invite Council to come out on Saturday, December 3rd, as they will have a number of events scheduled. She explained that this is a one day event to kick off the holiday season and has been sponsored by the Reynoldsburg Community Association since 2009. She explained that it started in the 1960s through the old towns Businessman's Association, which was for businesses on Main Street. The event features merchants with their open houses, carriage rides, Santa Claus, Mrs. Claus, Secret Santa, food, games, fun, and more. She stated that Santa will be at the Reynoldsburg Masonic Lodge and Mrs. Claus will be at the First Service Federal Credit Union. The Secret Santa will be located at the Y and they will have various foods such as the Lions Club, Vick's Pizza, and the Masonic Lodge will have their famous apple fritters, and they will also have Prost, Tempe Taco, and some other restaurants providing food as well. From 11am to



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3pm they will have Christmas on the Towne which is primarily on Main Street and at the 1883 Locale there will be ginger bread house voting. The carriage rides will be from 11am to 2pm and Secret Santa will be from 11am to 4pm. Stuff the Stocking will be at the back of the YMCA and the annual tree lighting will be at 4pm. Ms. Abram also thanked those that have supported this event. She also stated that there is a treasure map with stamps available at each location and children will receive a prize if they visit each spot and there will also be a coloring contest.

President Pro Temp Baker stated that this is a great event and that he looks forward to it every year.

Mayor Begeny

Mayor Begeny introduced Boy Scout Troop 279 for doing their civic duty and learning more about government.

Mayor Begeny also introduced the new DEI Officer Nadia Miller as it was her first day and she will be at the December 5th Council meeting.

President Pro Temp Baker

President Pro Temp Baker stated that there was a house fire off of Harvest Moon before Thanksgiving, he stated that no one was injured but he wanted to offer thoughts and prayers to the family.

Presentation to Kaleidoscope

Kaleidoscope Presentation

Councilmember Bryant stated that in June of 2022 the City of Reynoldsburg hosted its 2nd Annual Pride Celebration and raised money in conjunction with Rainbow Reynoldsburg. She invited the founder of Rainbow Reynoldsburg, Michael Perfect to attend the Council meeting. Councilmember Bryant stated that the City and Rainbow Reynoldsburg raised \$636 for the Kaleidoscope Youth Center based on the silent auction.



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Communications

NOVEMBER TREASURY BOARD MINUTES

Reports

Finance & Administration Committee

This is the Finance & Administration Committee meeting for November 28, 2022.

Members in attendance are: Councilmember Bryant, Chair Salvati, and President Pro Temp Baker.

An Ordinance Appropriating Funds from the Unappropriated CIP Fund to the CIP Memorial Plaza Account for Donated Monies

Auditor Cicak explained that Ordinance is to accept \$6500 from the American Legion and will dedicate the money to Memorial Plaza.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

An Ordinance Making a Transfer of Funds from the Community Events Department to the Service Department, and Declaring an Emergency

Mayor Begeny explained that this Ordinance is for some interior building improvements to add pictures of Reynoldsburg to the atrium and lobby walls.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grades for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Director Boller explained that with the potential retirement of a classified employee who is classified as a secretary in the Service Department, she may be retiring in February, they would like to change the job duties and working title to Administrative



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Assistant and front desk and then once that transition is over with, they will do away with the secretary position. Director Boller then explained that the next change is to have one of the permit techs in the building department transition to a lead permit technician and move the pay grade to 15A. She stated that this is a more experienced, go-to person so they would be changing that job title as well. Director Boller stated the Clerk of Court office requested that the Deputy Clerk, both the full time and part time, move that pay grade up from an 8 to a 9. Director Boller explained that the Auditor's secretary has handled payroll for some time so they are now working to update the job description so they are requesting a title change to Auditor's secretary and payroll specialist to get that more in line with their actual duties. She also stated that the Auditor's office is also requesting to add a Senior Accountant to their staff.

Councilmember Salvati moved to amend the legislation to include the new Senior Accountant position. Second by Councilmember Bryant. Motion carried to amend the Ordinance.

Councilmember Salvati moved to forward this Ordinance to Council for a second reading as amended. Second by Councilmember Bryant. Motion carried.

An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2023, and Declaring an Emergency

Mayor Begeny explained that this Ordinance is for the 2023 budget. He stated that they worked with Baker Tilly to create two different styles of budget. One is very in depth and technical while the other is easier to understand and more like an overview. He explained that this budget includes price and staffing increases. He explained that part of the Mayor's budget includes the DEI officer and a new staff member for the Community Events Staff. He stated that he also wanted to include an employee retention fund to help support employee retention programs.

Communications Manager Jennifer Clemens explained that they have created a position for this department that will really help with the website, Facebook, community guides, more in-house graphics, and attend events to help Ms. Clemens out. Ms. Clemens started by going over different service accounts, the 5300s. She stated that there is a 26% increase from 2022 to 2023 to cover for increased costs. She also stated that next year they will be sending home community events magnets to



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elementary school children. She explained that the first year they created the Community Guide, they printed 12,000 and distributed them to single family but would now like to increase that to single and multi-family homes and placed in businesses as well. They have also budgeted to complete a community survey to better understand the needs of the community. They would like to budget this every year or every 3 years at most. This will allow residents to have a voice where they may not have had one before.

Chief Baker stated that within their budget there will be an increase in staffing and they hope to be operating with 70 officers in 2023. He stated that the other items he has more control over include the items in the 200, 300, and 600 categories. He explained that from last year they have an increase of about 10%. Their largest expense is \$370,000 for police cruisers.

Director Bauman, with Parks and Recreation, explained that there was an increase in the 5200 based on increased prices with the most notable being the 5215 which is recreation supplies including uniforms for recreational teams. They will be adding some additional programming for children's activities. There is also an increase in their fuel budget. In their 5300 account which is services provided, account 5339 is for miscellaneous contract services which houses the landscaping and irrigation contracts along with big equipment rentals. There will be an increase in the budget for postage and printing advertisements to account for the increase in mailings for the Community Guide. The 5600s, which are capital purchases, will include the request for \$35,000 for a new truck for park rangers. Overall, the parks budget is about \$20,000 lower than the 2022 budget.

Director Meyer from the development department, stated that there is an increase in the 5300 budget of about \$150,000.

- \$100,000 of that is for a thoroughfare study for future growth and expected land use patterns

- \$48,000 for a fiber to the home feasibility study to understand the best options for the City

- \$20,000 for process improvement for digital applications

- \$20,000 to become a full member of a nonprofit economic development entity

Director Boller with Human Resources, stated that the biggest expense being added to the budget is adding a Human Resources Coordinator position which will cover salary



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and benefits. Adding this position will allow Director Boller to work more with employee development programs. There is also a small increase in funds for association dues, conferences, and office supplies with the addition of another person. She is also requesting \$3000 for furniture and fixtures for the new hire as well. She stated that there have also been increases in the computer budget to account for additional expenses and staffing increases. There are some projects planned for 2023 which are included in the IT budget; these projects include a complete make-over for 911, a new projector for Council chambers, server room generators and battery backups, key card readers, new laptops for field trainers, charging stations, a bond permit kiosk for the police department, flock falcon cameras, along with some other projects.

Director Dorman with the service department, which oversees building maintenance, the building department, code enforcement, the water and sewer department, and the streets and stormwater department.

Building department

-479 account; brought in a CBO to bring services in house; adding an electrical inspector in 2023; adding a vehicle to the building department

Street department

-2 plow trucks; 5-8% increase in material costs

Water and sewer department

-Add one maintenance worker

Building maintenance department

-HVAC upgrades over the next 3 years; project proposal to redesign the Main Street corridor walls that are collapsing; continue painting street lights

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by President Pro Temp Baker. Motion carried.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for November 28, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Vice Chair Lawson-Rowe, and President Pro Temp Baker.



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An Ordinance to Amend Chapter 953 Water Charges, Section 953.01(A) Water Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Councilmember Salvati stated that there is a lot of good information on this issue in the agenda packet.

Councilmember Lawson-Rowe moved to forward this Ordinance to Council for a second reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Amend Chapter 945 Sewer Charges, Section 945.02(C) Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Councilmember Lawson-Rowe moved to forward this Ordinance to Council for a second reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

Director Dorman stated that this is an annual working agreement with Franklin Soil and Water Conservation District and have done this for several years. They will help out with the City may have issues with a developer or engineer to give a second opinion on an issue based on best management practices and scientific data. They also do a program that offers rain barrels to residents and rain water gardens. They also go into schools to educate children on what they can do to protect streams and waterways.

Councilmember Lawson-Rowe moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.



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Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for November 28, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Chair Bryant, and President Pro Temp Baker.

An Ordinance Adopting Chapter 723 Tobacco Retailer License of the Codified Ordinances of the City of Reynoldsburg to Establish the Tobacco Products Sales Licensing Program

Attorney Shook explained that this Ordinance is for a proposed chapter 723 of the Codified Ordinances of the City of Reynoldsburg for Tobacco Retail Licensing (TRL). This is based on a discussion Council had a few months ago where we considered a sample Ordinance presented by an outside group. This would create a licensing process for all tobacco retailers in the City of Reynoldsburg. The licensing agent would be the Franklin County Public Health board; they have agreed to do licensing for the entire City including portions that are not located in Franklin County. In addition to licensing, reviewing applications for licensing, they have agreed to do 2 compliance checks a year with these businesses to determine if they are doing what this Ordinance requires. A list of requirements for this Ordinance, among other things: Compliance with current laws, including not selling to individuals under 21, posting signage stating that they will not sell to those under 21, and posting a copy of their license. The Ordinance also includes a process for any business that has had a license denied, suspended, or revoked and a civil penalty provision for any licensee who does have a violation of their license status. In addition, as the licensing agent, Franklin County Public Health has requested a licensing fee of \$500 to ensure the proper enforcing of this Ordinance. There is also a provision in the Ordinance that would allow the Mayor, after consultation with Franklin County Public Health, to reduce or waive the fee under particular circumstances. This has been modeled based on what some other cities have done, but especially based on what Hilliard has passed with the Franklin County Public Health.

Councilmember Lawson-Rowe asked that Leo Almeida from the American Cancer Society Cancer Action Network come forward to answer any questions from Council on this topic.



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Mr. Almeida thanked the Council for allowing him to write comments on this proposed Ordinance. He works with the American Cancer Society Cancer Action Network which is the nonprofit nonpartisan advocacy affiliate of the American Cancer Society. They advocate for public policies that reduce death and suffering from cancer, which include policies targeted at reducing tobacco use. Tobacco use remains the leading preventable cause of death nationwide, in Ohio it estimated that 20,200 adults die from smoking every year. There are 259,000 Ohio children who are alive now but will die prematurely due to smoking related disease. The annual healthcare cost in Ohio directly caused by smoking, is \$6.56 billion dollars. They are glad to see that Reynoldsburg is considering an Ordinance to institute a tobacco retail license to ensure that tobacco retailers in the City of Reynoldsburg do not sell tobacco products to people under the age of 21. They would recommend adding a provision to this Ordinance that would end the sale of all flavored tobacco products. Flavors are a marketing weapon used by tobacco manufacturers to introduce young people to a lifetime of addiction. Altering tobacco product ingredients and designs like adding flavors can improve the use of a product by masking harsh effects, facilitating nicotine uptake, and increasing a products overall appeal. Youth report that flavors are the leading reason they use tobacco products and perceive flavored products to be less harmful. In 2021, 80.2% of high school students and 74.6% of middle school students who used tobacco in the last 30 days reported that they used a flavored tobacco product during that time. Also in 2021, 81.8% of high school students and 79.2% of middle school students who used e-cigarettes in the past 30 days reported using a flavored e-cigarette. Tobacco manufacturers have aggressively targeted certain communities with their menthol products, leading to an unequal burden of death and disease. The overwhelming majority of African Americans who smoke report smoking menthol cigarettes compared to less than a third of Whites who smoke. Internal tobacco research documents show that tobacco companies were intentionally targeting African Americans and other communities through advertising in magazines with high readership in these populations including youths. The aggressive use of flavors and marketing tactics by the tobacco industry rapidly increased use of flavored products by youth and young adults and under regulation of these products requires Reynoldsburg City Council to take action to protect youths and young adults for the sake of public health. They urge Reynoldsburg to adopt this Ordinance and end the sale of flavored tobacco products.

President Pro Temp Baker asked how the Franklin County Public Health came up with \$500 being the preferred price of the license. Mr. Almeida stated that he is not



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sure how they came up with that number as he does not work for them, but he does know that other municipalities that have adopted a tobacco retail license have similar fees. President Pro Temp Baker asked if these 2 compliance checks a year will actually stop the sale of tobacco products to individuals under 21. Mr. Almeida explained that because these businesses are not notified of when these 2 checks are, they would be more likely to not sell to underage individuals. President Pro Temp Baker stated that his own personal belief is that if someone is old enough to be drafted, then they are old enough to buy tobacco products. He also stated that he thinks it is already required by the state to post that they will not sell to individuals unless they are born before a certain date. Mr. Almeida stated that he assumes so as well since it is the same as alcohol, he stated that this Ordinance requires more signage than what the state requires. President Pro Temp Baker feels as though this tobacco retail license is unnecessary based on the fact that laws already require the same thing this license is trying to accomplish and would cost businesses an extra \$500 annually. He feels as though this penalizes businesses that are already in compliance with the law. President Pro Temp Baker explained that he understands how flavors make these products more desirable but does not understand why flavored alcohol is allowed but flavored tobacco should not be. Mr. Almeida explained that the licensing fee is just the cost of doing business as there are many types of licensing to be able to sell certain products. He explained that of course they hope that businesses are conducting their business legally but since 2019 they have seen an increase in sales to underage individuals. The American Cancer Society since 1991 has seen a steady decrease in the cancer rate across the nation until 2019. Attorney Shook clarified that in regards to scanning IDs, City Ordinance 537.18 already does that. He also stated that the 2 compliance checks are just the 2 minimum checks that will be conducted by the Franklin County Public Health and do not include checks from the Police Department that happen on a more regular basis. President Pro Temp Baker reiterated that he questions why this is needed since these are rules these businesses should already be following and are checked by the Police Department, but this license adds an annual expense of \$500 on top of that so he is concerned on the businesses behalf. Mr. Almeida explained that the profit these businesses make from selling tobacco products is much higher than \$500 and that he disagrees that this license is unnecessary.

Councilmember Pyakurel stated that he believes that if this tobacco retail license prevents even one underage person from being able to buy tobacco products he will see it as a success. He asked if some portion of the licensing fee will be used for



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educational purposes or if it will all be used for enforcement purposes. Mr. Almeida stated that is a question for the health department but he stated that in other municipalities, if there is a surplus that is not needed to run the compliance checks then it is used for educational programs. Councilmember Pyakurel stated that he believes some of the money should definitely be used for education programs. Attorney Shook stated that is going to be part of the contract they will have with Franklin County Public Health, it is not in the Ordinance but will be in the contract.

Councilmember Salvati asked when the Police Department does check these businesses and finds that a business is not complying with the law, what are the current consequences versus what the consequences will be if the tobacco retail license is adopted. Attorney Shook stated that the current ramifications state that they will charge the actual person who conducts the bad sale but the retailers themselves are not held responsible. With the new license, repeat offenders could lose the license and potentially no longer be able to operate within the City.

Councilmember Cotner asked if when the Police Department does their regular checks if this license is adopted, will they report to the Franklin County Public Health board. Attorney Shook stated that it will be reported to the Franklin County Health board as well as the City Attorney's office to take action. Councilmember Cotner also clarified that as the Ordinance is written, pharmacies would still be allowed to obtain a tobacco retail license if they chose to do so. Attorney Shook agreed but stated that not allowing pharmacies to obtain a license could be added to the Ordinance if Council chose to do so. Councilmember Cotner asked how the City would go about identifying all businesses who currently sell tobacco products that would need to obtain this license. Attorney Shook stated that it would be similar to how they identify vacant and rental property registration, they do have to identify them but they would work with Franklin County Public Health to do so.

Councilmember Bryant moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for November 28, 2022.



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Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, and President Pro Temp Baker.

An Ordinance Authorizing the Mayor to Enter into a Contract with Silco Fire & Security to Purchase Two Cameras, Camera Licenses, and Related Equipment for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, and Declaring an Emergency

Director Bauman explained that this Ordinance is to have additional cameras placed in Civic Park. They are asking that bidding be waived because Silco Fire and Security is considered a preferred vendor. They are requesting emergency approval after the second reading so they can begin this project this year. This was not a budgeted item but there is enough money in the budget to pay for it.

President Pro Temp Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Approve the Final Plat Plan for the Waggoner Road Townhome Development

Director Meyer explained that this Ordinance is for the final plat for Wilson Ridge townhome development on Waggoner Road. It is about 9.1 acres of land and voted on by the planning commission. They are requesting an emergency approval on the third reading so that it will go into effect before the end of the year.

President Pro Temp Baker moved to amend this Ordinance to add emergency language. Second by Councilmember Lawson-Rowe. Motion carried to amend the Ordinance.

President Pro Temp Baker moved to forward this Ordinance to Council for a first reading as amended. Second by Councilmember Lawson-Rowe. Motion carried.

An Ordinance to Amend the Official Zoning Map for the City of Reynoldsburg for a Property Located at 6523-6525 East Main Street from Suburban Residential (SR) to Brice and Main Street District (BMD)



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Director Meyer explained that this is undeveloped land and they are requesting that the application be sent to the new planning and zoning board for consideration.

President Pro Temp Baker moved to forward this Ordinance as amended for a review and recommendation by the planning commission or upon certification of the Charter amendment to the planning and zoning board. Second by Councilmember Pyakurel. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with OHM for Planning Services

Director Meyer stated that they do not currently have a planning and zoning administrator so they have been using OHM primarily for case review services. They are requesting that they continue this agreement next year.

President Pro Temp Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.

An Ordinance Authorizing an Income Tax Revenue Sharing Agreement Among the City of Reynoldsburg and the Reynoldsburg City School District, and Declaring an Emergency

Director Meyer is requesting a 15 year 100% tax abatement on the value of improvements, he explained that in order to have a 100% tax abatement they have to have school district approval to do so. On this property they plan to build a 60,000 square foot medical office that will house around 170 jobs. This agreement states that from the income tax generated from this project, up to 50% will go to the school district and 50% will go to the City of Reynoldsburg. In exchange, there would be a 100% property tax abatement agreed to by the school district, to which the schools unanimously voted and approved this last week.

President Pro Temp Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.



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An Ordinance Authorizing an Agreement with Reynoldsburg MOB LLC, or an Affiliate, Providing for a Project and a Property Tax Exemption Pursuant to the Ohio Community Reinvestment Area Program, and Declaring an Emergency

Director Meyer stated that this is the agreement for the entity doing the development previously mentioned. In the agreement it states that there payroll amount the project must hit to be able to receive the tax abatement. These payroll amounts come out to about \$8.5 million year one, \$9.5 million year two, and \$11 million year three. If these numbers are not met, there is a payment the owner will make as a result of that.

President Pro Temp Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Amend Chapter 101 Codified Ordinances, Section 101.02 General Definitions - Administrative Code for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Attorney Shook explained that this Ordinance is in response to the voters approving all of the charter amendments. The charter amendment that combines the board of building and zoning appeals and the planning commission will take effect when they receive certification back from the Franklin County Board of Elections. In order to prepare for that significant change, they put in the definitional section that any reference to the planning commission or BZBA shall now refer to the planning and zoning board under section 7.01 of the charter.

President Pro Temp Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.

Consent Agenda for Emergency Adoption

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Salvati, Pyakurel, Lawson Rowe
ABSENT:	Strickland



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135-2022

AN ORDINANCE TO ACCEPT AN UNRECORDED SANITARY SEWER EASEMENT (0.739 ACRES) FROM EASTWOOD DEVELOPMENT PARTNERS, LLC, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

137-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TOOLE & ASSOCIATES FOR 2023 PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

138-2022

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2024, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

139-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE KIRCH GROUP TECHNOLOGIES, LLC FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.



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Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SILCO FIRE & SECURITY TO PURCHASE TWO CAMERAS, CAMERA LICENSES, AND RELATED EQUIPMENT FOR THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE WAGGONER ROAD TOWNHOME DEVELOPMENT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED ON EAST MAIN STREET, PARCEL NO. 060-009327-00 FROM SUBURBAN RESIDENTIAL (SR) TO BRICE AND MAIN STREET DISTRICT (BMD) --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING AN INCOME TAX REVENUE SHARING AGREEMENT AMONG THE CITY OF REYNOLDSBURG AND THE REYNOLDSBURG CITY SCHOOL DISTRICT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH REYNOLDSBURG MOB LLC, OR AN AFFILIATE, PROVIDING FOR A PROJECT AND A PROPERTY TAX EXEMPTION PURSUANT TO THE OHIO COMMUNITY REINVESTMENT AREA PROGRAM, AND DECLARING AN EMERGENCY --- Baker. Finance and Administration Committee.



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AN ORDINANCE TO AMEND CHAPTER 101 CODIFIED ORDINANCES, SECTION 101.02 GENERAL DEFINITIONS - ADMINISTRATIVE CODE FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CIP FUND TO THE CIP MEMORIAL PLAZA ACCOUNT FOR DONATED MONIES --- Salvati. Finance and Administration Committee.

AN ORDINANCE MAKING A TRANSFER OF FUNDS FROM THE COMMUNITY EVENTS DEPARTMENT TO THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE ADOPTING CHAPTER 723 TOBACCO RETAILER LICENSE OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO ESTABLISH THE TOBACCO PRODUCTS SALES LICENSING PROGRAM --- Bryant. Public Safety, Law and Courts Committee.



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Consent Agenda for Second Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(A) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING MILITARY LEAVE, WORK FROM HOME, OVERTIME, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY CYBER INSURANCE FOR 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Consent Agenda for Third Reading

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Salvati, Pyakurel, Lawson Rowe
ABSENT:	Strickland



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 28, 2022**

140-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. METER READING SERVICE FOR JANUARY 2023 THROUGH DECEMBER 2025 --- Strickland. Public Service and Transportation Committee.

141-2022

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2023 --- Salvati. Finance and Administration Committee.

Other Council Matters

President Pro Temp Baker thanked the police officers, nurses, doctors, teachers, and all those who have worked throughout the pandemic.

Upcoming Meetings

December 1, 2022 Planning Commission

December 5, 2022 Special Council Meeting

December 12, 2022 Council

December 23, 2022 City Offices Closed

December 26, 2022 City Offices Closed

December 30, 2022 City Offices Closed

Adjournment

Stacie Baker

Stacie Baker, President Pro Temp

Mollie Prasher

Mollie Prasher, Clerk of Council

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 14, 2022

At-Large Councilmember Stacie Baker called the meeting to order at 6:34 PM

Invocation - Aaron Delong of Simple Church

PRESENT: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel

ABSENT: Jenkins, Lawson Rowe

Approval of Agenda

President Pro Temp Baker requested to add a presentation by Moody Nolan for the new West Licking Fire District firehouse.

The agenda was approved as amended.

Approval of Minutes

The regular meeting minutes of October 24, 2022 were approved as submitted.

a. City Council – Regular Meeting – October 24, 2022

RESULT:	ACCEPTED
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Community Comments

Mayor Begeny

WHEREAS, Cornelia M. Parkinson was a Founding Member of the Reynoldsburg-Truro Historical Society (RTHS), as well as past president, curator, and editor for the RTHS newsletter, the Courier for ten years; and

WHEREAS, Cornelia M. Parkinson graduated from Reynoldsburg high school in 1943; was a writer most of her life, composing a book at the age of 10; to a school play; to editor of the first Reynoldsburg High School Reynolian yearbook, and

WHEREAS, Cornelia M. Parkinson was the author of the History of Reynoldsburg and Truro Township, Ohio which she published in 1981, that is currently used as a textbook in our local schools; as well as the book she recently co-authored, with Mary Turner Stoots, titled Reynoldsburg and Truro Township, that was included in the “Images of America” series through Arcadia Publishers, and released on February 7, 2022, and

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

WHEREAS, Cornelia M. Parkinson was an accomplished author of over 29 publications, some of which were international bestsellers, and on the NY Times Best Seller List for ten weeks, because of the historical romance novels she wrote in the 1970s under the pen name of Day Taylor titled The Black Swan, followed by Moss Rose, Sands of Gold, The Magnificent Dream, and

WHEREAS, Cornelia M. Parkinson was not only a published author of books, but also wrote over 100 articles, short stories, etc.; edited about 70 books, for publishing companies and individuals; indexed about 50 books for publishing companies; wrote two master's theses for others and got an A on each; wrote articles for the Columbus Area Chamber of Commerce; plus one television presentation, narrated by locally recognized announcer Bob Connors; and

WHEREAS, Cornelia M. Parkinson was a member of the Good Will Club; the Columbus branch and Central Ohio Branch of the National League of American Pen Women; recognized in "Who's Who"; and secretary to Reynoldsburg High School Superintendent Robert P. Heischman for many years, and

WHEREAS, Cornelia M. Parkinson remained fiercely independent and said yes to any adventure offered. She is one of the few people who improved with age, probably due to her continued voracious reading and her dedication to spiritual work, and

WHEREAS, Cornelia M. Parkinson was, and always will be, the premier historian for the City of Reynoldsburg

NOW, THEREFORE, I, Joseph Begeny, Mayor of the City of Reynoldsburg, Ohio proclaim, November 14, 2022

AS RECOGNITION DAY

FOR CORNELIA MARGARET PARKINSON

TO HONOR HER LIFE-LONG SERVICE

PROVIDED TO THE CITIZENS OF REYNOLDSBURG

Mayor Begeny then read a letter sent to him by Mary Stoots, the RTHS President

To Mayor Begeny,

The local Parkinson family members regret they are unable to attend this lovely presentation, but would like to express the family's appreciation for this Proclamation and acknowledgement of our mother's contributions to the City of Reynoldsburg and local history; and for recognizing multiple generations of residency in Reynoldsburg.

With sincere gratitude, Cassie Adams and the Parkinson Family.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

Margaret Parkinson's second daughter was able to attend the Council meeting and thanked everyone for honoring her mother and the work she had done.

Mayor Begeny then gave an update on the Main Street Project stating that over the next week they will begin to see the power cables coming down and Columbia Gas should be wrapping up their work as well which means the orange barrels will be going away soon. The only issue left to deal with is the one odd pole that is in Main Street and once they figure that out, all of the orange barrels should be able to go away.

Mayor Begeny also stated that along with Reynoldsburg City Schools, they have hired a Diversity, Equity, and Inclusion Officer and she has accepted their offer. He explained that Nadia Miller will be starting with Reynoldsburg on November 28 and comes from the Columbus Diversity Office and is excited to be working here.

Mayor Begeny stated that the budget will be coming to the next Council meeting to make sure that everything is complete and won't be needing any revisions.

Mayor Begeny also gave an update on the 2023 Tomato Festival stating that it will be held on August 10, 11, and 12.

Recognition of the Lady Raiders Tennis Team

Coach Les Somogyi is the varsity tennis coach for the Lady Raiders, he wanted to recognize the team for their hard work this year and has achieved incredible things. He stated that it has always been their goal to achieve the OCC Championship and after 29 years of trying, this team has achieved it. He explained that he was very proud of how hard this team has worked and that they are awesome.

President Pro Temp Baker congratulated the team and especially congratulated the seniors for their great achievements.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

Moody Nolan West Licking Fire District Presentation

Ms. Laurie Mayle is the Administrator for the West Licking Fire District and she started by thanking the Council and the City of Reynoldsburg for working with them throughout this project and providing them the opportunity to build a new Station 404 on Taylor Road. She stated that they have been managing a three crew staff since 2016 but with the growth within the City, they found it necessary to begin the process to build a larger station. She stated that the current station has a medic, a bay area, sleeping quarters, and living quarters and is cramped trying to fit this into the current station. Ms. Mayle reiterated that they are thankful to have the opportunity to move into a larger space and continue the great work they are doing throughout the communities that they serve. She stated that they will be changing from only a medic crew to an engine and medic crew and building 6 bays to accommodate future growth.

Mr. Jay Boone gave a description of the future Station 404 showing where it will be located on Taylor Road. He stated that the Station will only have one road access. The building will be two stories and around 15,000 square feet and will also include a bike path. They will also create a buffer behind the station to attempt to limit light and noise. The bike path will end at Waggoner Road Middle School. He stated that they are very close to starting construction as they are almost done with the permit process.

President Pro Temp Baker expressed that he too has visited the current fire station and that it is very cramped. He stated that this upgrade will be great for those working there but also the growing community around it. He took the time to thank everyone that is involved in this project and helping to move it forward.

Communications

FINANCIAL REPORT DATA COMPARISON SEPTEMBER 2022

OCTOBER TREASURY BOARD MINUTES

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

Reports

Auditor's Report

AUDITOR'S REPORTS SEPTEMBER, 2022

The Auditor's Office submitted a budget by department and classification for the month of September 2022.

Liquor Permit

BMAN CORPORATION LIQUOR PERMIT

Chief Baker explained that this liquor permit is for a transfer from the New Alliance 99 LLC located at 7820 E Main Street to Bman Corporation with the owner doing business as Shell. This permit is for a C1, C2, and D6 class, which is for the sale of beer, wine, and mixed beverages in original sealed containers; the D6 permit allows for sales of intoxicating liquor on Sundays. This location was cited for sales to underage persons on March 24, 2022. This case would need to be resolved before they allow for the transfer of a liquor permit. But this issue by itself is not a reason to request a hearing; so, Chief Baker stated that they are not requesting a hearing.

2 HIGH DRIVE THRU LLC LIQUOR PERMIT

Chief Baker explained that this application is for 2 High Drive Thru LLC located at 1800 Brice Road and currently has no business in it. The application is for a C2 permit. He added that the City's current zoning, prohibits a drive thru business in that location. That does not prohibit them from being issued a liquor permit and does not require a hearing. Attorney Shook clarified that this business had withdrawn their application, but they have not seen the official documentation.

There was no Development, Parks & Recreation Committee meeting.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for November 14, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Chair Bryant, and President Pro Temp Baker.

An Ordinance to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds and Declaring an Emergency

Chief Baker explained that this Ordinance was for the payment of their MARCs radio service. He stated that they have been going back and forth with the Franklin County EMA on this bill for quite some time. He explained that they were getting invoiced for radios that they did not have. He stated that his assistant noticed this when she was going through the invoice and has been negotiating with them for the last six months resulting in a savings of about \$16,000. He stated that this is a budgeted item but didn't have a PO for the entire amount.

Councilmember Bryant moved to forward this Ordinance to Council as a single read emergency. Second by Councilmember Pyakurel. Motion carried.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for November 14, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Chair Strickland, and President Pro Temp Baker.

An Ordinance to Accept an Unrecorded Sanitary Sewer Easement (0.739 Acres) from Eastwood Development Partners, LLC, and Declaring an Emergency

Attorney Shook explained that this sanitary sewer easement is for Lot 4 of the Eastwood development on Main Street. He stated that this Ordinance would need to be a two-read emergency.

Councilmember Strickland moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

An Ordinance to Amend Chapter 953 Water Charges, Section 953.01(A) Water Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Director Dorman advised that all of the master meter communities in the central Ohio area (Gahanna, Bexley, Westerville and Obetz) met with Columbus to discuss the increase in water and sewer rates, infrastructure improvements and the new plant Columbus is building for 2023. Columbus has advised that the water rates will increase by four percent (4%) and the sewer rates will increase by five percent (5%). Reynoldsburg will add one percent (1%) to the water rate to five percent (5%) and a point five percent (.5%) to the sewer rate to six percent (6%). Columbus also announced a two percent (2%) stormwater rate increase. The current water rate per one thousand gallons is \$9.00 to a new rate of \$9.45 per one thousand gallons, a forty-five cent increase. The current sewer rate per one thousand gallons is \$9.50 to a new rate of \$10.02 per one thousand gallons, a fifty-five cent increase. The average single-family household uses 15,000 gallons of water per quarter at a cost currently of \$358 going to \$373 per quarter. Seniors use 10,000 gallons of water per quarter. The extra percentage added by Reynoldsburg to cover the cost of the City maintaining a water billing staff and staff to make repairs. The City is able to immediately respond to water main breaks whereas Columbus could be weeks to respond to breaks. Additionally, residents may come in and speak to someone about their bills or questions instead of driving to Columbus. Once the electronic meter reading system is live to the community, residents would be able to excess their information online to see daily usage. These funds also allow the City to replace the City water lines that date back to the 1950s. The City has already relined most of the sewer lines in the community. These extra funds the City add help to provide all of these services. Reynoldsburg's rated were in line with other master meter communities. Bexley's quarterly average rate of \$390 with Gahanna's at \$365.

Council President Pro Temp Baker stated that since he has served as a Councilmember, Columbus has raised rates every year. He asked if the master meter communities indicated that these continual increases squeezed our residents. Would they ever stop raising rates? Director Dorman stated that the various communities expressed concern about the increasing rates, but Columbus anticipates rates continuing to go up as Columbus is building a new processing plant. Columbus raised the rates on Columbus residents also. Last year be introduced a ten percent (10%) discount for seniors 65 and older on the first 10,000 gallons of water used.

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The program has been a great success. Director Dorman stated that the 2022 rate increase did not result in many complaints from residents. The City did receive a lot of complaints during Covid.

Councilmember Strickland asked if there was something the City could do to help residents who might have difficulty paying their bills. Director Dorman stated that the City offers the ten percent (10%) senior discount. We work with residents on payment issues; however, anything else that the City would do to supplement paying bills would cost the City a use funds to supplement payments over making infrastructure improvements.

Council President Pro Temp Baker asked if a cost estimate was available for the City to build our own water treatment/distribution policy. Director Dorman stated he could get that information. The City of Columbus' new facility was costing four hundred million dollars.

Councilmember Cotner stated that the City did not have to add anything to the Columbus rate increases. He asked if the City was still adding CIP Water and Sewer contributions to the bill. He suggested that perhaps the City could look at reducing or adjusting those CIP amounts. He asked the status of those funds. Director Dorman said he was not familiar with the CIP amounts. I know those charges were added to help with infrastructure repairs and for water loss that was about ten percent (10%). Auditor Cicak stated it is an Enterprise Fund and those costs could only be used for water and sewer infrastructure projects. He also suggested that Finance Administrator Crawford suggested that the increase this year for the City should be two percent (2%), not one and one half percent (1.5%). Director Dorman added that he asked his Utility Supervisor to provide a rate increase that was as minimal as possible. Councilmember Cotner added that he was happy that seniors seemed to be aware of the discounted rate.

Councilmember Strickland moved to forward the Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Amend Chapter 945 Sewer Charges, Section 945.02(C) Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

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Director Dorman restated that Columbus was increasing the sewer rates by five (5%) and the City was adding a point five percent for a total of five point five percent (5.5%) increase. The current rate was \$9.50 with the 2023 rate at \$10.02 per 1,000 gallons of consumption.

Councilmember Strickland moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for November 14, 2022.

Members in attendance are: Councilmember Strickland, Councilmember Bryant, Chair Salvati, and President Pro Temp Baker.

**An Ordinance to Transfer Funds Among Various General Fund Accounts, and
Declaring an Emergency**

Auditor Cicak advised that this Ordinance was an annual legislation that allows for the transfer of funds within the 110 fund to balances accounts for the end of the year. All information was not yet available and would be added for a December 12th passage as an emergency allowing all departments to submit needed transfers. It was especially important that our records reflect the best standing for the City this year as we were working with Moody Nolan on bonding for the City's service/parks building project in 2023.

Councilmember Salvati moved to forward the Ordinance to Council for a first reading. Second by President Pro Temp Baker. Motion carried.

**An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions,
Personnel, Classification and Pay Grades for the City of Reynoldsburg, Ohio, and
Declaring an Emergency**

Director Boller indicated that there were several changes to Chapter 160 adjusting personnel position classifications and pay grades. We are changing the title of the Special Events Media Coordinator position and pay grade to Public Information Special Events Manager at a pay grade of 15. An assistant to that position would also

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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be added that would focus on getting out information and advertising events with a pay grade of 10. We are also staffing the existing position of Human Resources Generalist, but changing the pay grade to 14. We are also adding Public to the title of the Service Manager position. We are adding an Electrical Inspector position, as requested by the CBO, with a pay grade of 14. Previously, the City relied on outside contractors to provide this service. The Water Maintenance Specialist/Equipment Operator position was being moved up from pay grade 6 to 7. We are updating the list of positions exempt from overtime eligibility. The amount for longevity pay were being increased to better reflect other municipal equivalents to encourage long-term employees. This Ordinance should return to Committee to allow for the inclusion of an additional position in the Auditor's Office.

Councilmember Strickland asked the impact of increasing and the total number of positions being increased at the administrative level. Director Boller indicated that it would impact about six (6) employees. The total financial impact will be shown in the 2023 Budget that would be presented to Council at the next meeting.

Councilmember Cotner asked if an approximate estimate of the total cost for all of these increases would amount to. Director Boller indicated she could provide that information, but that would be part of the budget presentation at the next meeting.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

An Ordinance to Amend the Personnel Procedure Manual Regarding Military Leave, Work from Home, Overtime, and Declaring an Emergency

Director Boller stated the changes to the PPM were addressing military leave policy, establishing a work from home policy and to remove the listing of positions exempt from the overtime eligibility section. Positions eligible for overtime are currently listed in Chapter 160. With the number of changes and additions to the exempt list, it would be better to have the list only in Chapter 160 for ease of updating. Regarding military leave, language was being added to refer have non-bargaining individuals refer to bargaining contracts. A section was also added to address the issue of employees working from home. Very few employees work from home, but the City is required to address how tax revenue is reported due to changes in state law. The

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REYNOLDSBURG CITY COUNCIL
November 14, 2022**

language requires employees to be responsible for directing their taxable income to their home municipalities by working with the payroll department.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2023, Waive Competitive Bidding, and Declaring an Emergency

Director Dorman advised that the new premium amount for the City's cyber insurance for 2023 was not yet available. However, we were expecting an increase of possibly seven (7%) for 2023 as cyberattacks on government entities continue to increase. The City made several changes in our cyber protection mechanisms in 2022 to hope keep our costs reduced.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

Consent Agenda for Emergency Adoption

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel

131-2022

AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED TO THE AUDITORS CERTIFICATE OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

132-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES FOR THE INSTALLATION OF A PREEMPTION/INTERCONNECT TRAFFIC SYSTEM ALONG EAST MAIN STREET, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

133-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STATE OF OHIO FOR ADMINISTRATION/INSPECTION/TESTING SERVICES FOR BRIDGES OWNED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

134-2022

AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO RESURFACE STATE ROUTE 256, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(A) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022**

AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING MILITARY LEAVE, WORK FROM HOME, OVERTIME, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY CYBER INSURANCE FOR 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO ACCEPT AN UNRECORDED SANITARY SEWER EASEMENT (0.739 ACRES) FROM EASTWOOD DEVELOPMENT PARTNERS, LLC, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Consent Agenda for Second Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TOOLE & ASSOCIATES FOR 2023 PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. METER READING SERVICE FOR JANUARY 2023 THROUGH DECEMBER 2025 --- Strickland. Public Service and Transportation Committee.

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AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2023 --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE KIRCH GROUP TECHNOLOGIES, LLC FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2024, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Consent Agenda for Third Reading

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel

136-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2023 TOMATO FESTIVAL, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Other Council Matters

President Pro Temp Baker wanted to thank police officers, nurses, doctors, teachers, and all those who have worked throughout the pandemic.

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 14, 2022

Executive Session

Pursuant to Ohio Revised Code Section 121.22(G)(3) "to conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action."

Councilmember Pyakurel moved to go into Executive Session "to conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action." Second by Councilmember Bryant.

Roll call: Pyakurel - yes; Cotner - yes; Bryant - yes; Strickland - yes; Salvati - yes; Baker - yes. Motion carried 6 - 0.

Council President Pro Temp Baker invited Mayor Begeny, Attorney Shook, Auditor Cicak, Attorney Yazem Ashwari; and Clerk Prasher.

Councilmember Bryant moved to leave Executive Session. Second by Councilmember Salvati.

Roll call: Pyakurel - yes; Cotner - yes; Bryant - yes; Strickland - yes; Salvati - yes; Baker - yes. Motion carried 6 - 0.

Upcoming Meetings

November 17, 2022 BZBA

November 24, 2022 Thanksgiving Day City Offices Closed

November 25, 2022 City Offices Closed

November 28, 2022 Council

December 1, 2022 Planning Commission

December 5, 2022 Special Council

December 12, 2022 Council

December 15, 2022 BZBA

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 14, 2022

December 23, 2022 City Offices Closed

December 26, 2022 City Offices Closed

December 31, 2022 City Offices Closed

Adjournment

Stacie Baker

Stacie Baker, Council President Pro Temp

Mollie Prasher

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Approval of Minutes)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 phone****Memo**

DATE: November 28, 2022**TO:****CC:****RE: November Treasury Board Minutes**

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

November 15, 2022

Chairman Begeny called the November meeting of the Treasury Investment Board (T.I.B.), to order at 10:09 a.m. Members present were, Mayor Joe Begeny, and City Auditor Stephen Cicak.

The Auditor presented the Meeder Monthly Investment Report dated October 31, 2022, The Daily Treasury Par Yield Curve Rates and graphs demonstrating substantially increased revenue.

The next meeting of the T.I.B. will be Tuesday, December 20, 2022 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:17 a.m.

Respectfully submitted,



Chris Shook, Secretary

Attachment: 111522 Treasury Board (November Treasury Board Minutes)

City of Reynoldsburg Operating Account
PORTFOLIO SUMMARY

As of October 31, 2022



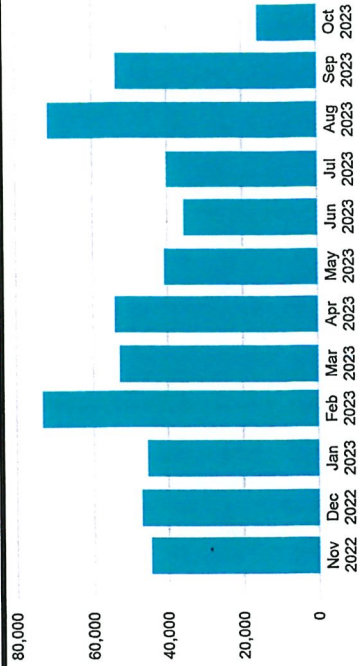
MONTHLY RECONCILIATION

Beginning Book Value	57,816,837.07
Contributions	
Withdrawals	
Prior Month Management Fees	(10,064.50)
Prior Month Custodian Fees	(457.89)
Realized Gains/Losses	820.31
Gross Interest Earnings	50,604.90
Ending Book Value	57,857,739.89

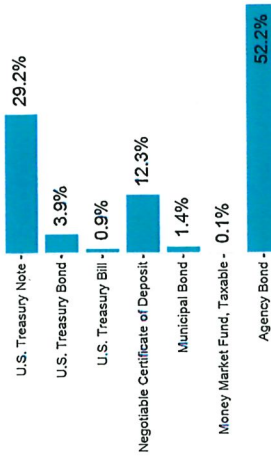
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	1.42%
Portfolio Effective Duration	1.96 yrs
Weighted Average Maturity	2.05 yrs

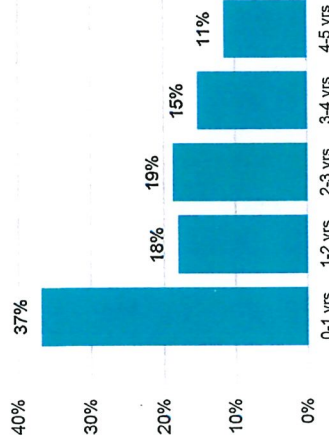
PROJECTED MONTHLY INCOME SCHEDULE



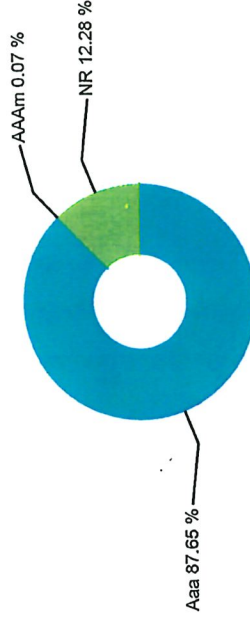
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY





City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE

As of October 31, 2022

CUSIP	SECURITY DESCRIPTION	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023
02589ABQ4	American Express National Bank 2.000% 03/09/2027					2,450						2,490	
05466DAG3	Axos Bank 1.600% 03/27/2023	200	193	200	200	260							
05580AV9	BMW Bank of North America 1.650% 02/28/2023				1,664								
066519RW1	BankUnited, FSB 1.350% 12/08/2026		838			829			847			847	
06654BCL3	Bankwell Bank 0.400% 07/28/2023			502						643			
080515CN7	Belmont Savings Bank 2.850% 04/18/2023	484	468	484	484	437	484						
14042RTS0	Capital One, National Association 3.400% 08/17/2027				4,199						4,131		
14042TJN8	Capital One Bank (Usa), National Association 3.400% 08/17/2027				4,199						4,131		
17312QJ26	Citibank, N.A. 2.900% 04/11/2023						3,543						
254673KT2	Discover Bank 2.550% 01/10/2023			1,735									
25665QAY1	Dollar Bank, Federal Savings Bank 2.850% 04/13/2023						2,842						
27002YFE1	Eagle Bancorp, Inc. 3.300% 08/18/2025	698	675	698	698	630	698	675	698	675	698	698	675
29278TNA4	EnerBank USA 1.650% 02/14/2023	349	338	349	847								
3130A0XE5	FHLB 3.250% 03/08/2024					8,125						8,125	
3130ADRX2	FHLB 2.625% 12/09/2022		11,433										
3130AGWK7	FHLB 1.500% 08/15/2024				3,750						3,750		
3130AK3S3	FHLB 0.300% 09/29/2023					225							300
3130AKJR8	FHLB 0.570% 12/16/2025		2,166						2,166				
3130AKM45	FHLB 0.600% 10/29/2026			1,650						1,650			
3130AKXB7	FHLB 0.580% 02/11/2026				725						725		

City of Reynoldsburg Operating Account

PROJECTED INCOME SCHEDULE

As of October 31, 2022



CUSIP	SECURITY DESCRIPTION	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023
3130AKXD3	FHLB 0.300% 02/17/2026				825						1,375		
3130AL2X1	FHLB 0.850% 02/17/2027				2,125						2,125		
3130AL5X8	FHLB 0.650% 02/24/2026				813						813		
3130ALRG1	FHLB 0.125% 03/17/2023					562							
3130AMRY0	FHLB 0.125% 06/02/2023		313						936				
3130AMSB9	FHLB 0.700% 06/16/2025		875						875				
3130AN3E8	FHLB 0.520% 07/12/2024			1,300						1,300			
3130AN4T4	FHLB 0.875% 06/12/2026		3,281						3,281				
3130ANDX5	FHLB 0.500% 08/16/2024				1,875						1,875		
3130ANHA1	FHLB 0.750% 08/26/2025				825						825		
3130ANK58	FHLB 0.450% 08/26/2024				1,249						1,249		
3130ANN71	FHLB 1.050% 08/26/2026				3,413						3,413		
3130ANW89	FHLB 1.050% 09/17/2026					2,625						2,625	
3130ANYM6	FHLB 0.125% 08/28/2023				313						1,313		
3130ANYN4	FHLB 1.000% 09/30/2026					2,125						2,125	
3130AQKJ1	FHLB 1.700% 01/28/2027			3,273						3,273			
3133EK4Y9	FFCB 1.650% 11/01/2024	4,125					4,125						
3133EK6J0	FFCB 1.625% 11/08/2024	4,063					4,063						
3133EL3E2	FFCB 0.320% 08/10/2023				960						1,195		
3133EL4J0	FFCB 0.470% 08/19/2024				235						235		
3133EL6U3	FFCB 0.280% 09/14/2023					1,400						2,000	
3133EL7K4	FFCB 0.550% 09/16/2025					2,063						2,063	
3133EM2E1	FFCB 0.160% 08/10/2023				1,600						3,756		
3133EMAM4	FFCB 0.250% 09/21/2023					938						1,253	
3133EMBH4	FFCB 0.530% 09/29/2025					2,849						2,849	



City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE

As of October 31, 2022

CUSIP	SECURITY DESCRIPTION	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023
3133EMCP5	FFCB 0.520% 10/14/2025						195						195
3133EMHF2	FFCB 0.600% 11/24/2025	975						975					
3133EMNDO	FFCB 0.570% 01/20/2026			285						285			
3133EMSJ2	FFCB 0.430% 03/03/2025					1,075						1,075	
3133EMTQ5	FFCB 0.700% 03/17/2025					1,750						1,750	
3133EMUK6	FFCB 1.050% 03/25/2026					2,625						2,625	
3133EMXM9	FFCB 0.125% 04/27/2023						2,053						
3133EMZP0	FFCB 0.140% 05/18/2023	700						1,600					
3133EMZW5	FFCB 0.730% 05/19/2025	913						913					
3133ENHA1	FFCB 1.500% 12/14/2026		750						750				
3133ENHV5	FFCB 1.390% 06/22/2026		2,780						2,780				
3133ENKS8	FFCB 1.125% 01/06/2025			2,813						2,813			
3133ENQ29	FFCB 4.000% 09/29/2027					6,500						6,500	
3134GV5F1	FMCC 0.375% 07/14/2023			563						563			
3134GWN44	FMCC 0.450% 09/11/2024					1,125						1,125	
3134GWFP1	FMCC 0.500% 06/16/2025					1,875						1,875	
3134GWW93	FMCC 0.550% 09/30/2025					688						688	
3134GWZV1	FMCC 0.650% 10/22/2025						325						325
3135G05G4	FNMA 0.250% 07/10/2023			844						919			
3135G06G3	FNMA 0.500% 11/07/2025	313						313					
3135G0W66	FNMA 1.625% 10/15/2024						12,188						12,188
3135GA2Z3	FNMA 0.560% 11/17/2025	672						672					
3136G43H4	FNMA 0.400% 09/16/2024					1,000						1,000	
3136G4Z71	FNMA 0.450% 08/26/2024				1,688						1,688		
3137EAEV7	FMCC 0.250% 08/24/2023				313							7,953	

City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE

As of October 31, 2022



CUSIP	SECURITY DESCRIPTION	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023
32056GCS7	First Internet Bancorp 2.350% 12/19/2022	499	499										
32110YUD5	First National Bank of America 0.650% 09/08/2025				803							816	
33646CJP0	1st Source Bank 2.850% 04/11/2023						3,197						
3531727V5	Franklin County Board of Commissioners 0.600% 06/01/2025		1,035						1,035				
549104VF1	Luana Savings Bank 0.450% 12/30/2025		562						559				
61690UQZ6	Morgan Stanley Bank, National Association 1.850% 12/26/2023		2,291						2,278				
61760A4Z9	Morgan Stanley Private Bank, National Association 1.900% 12/26/2023		2,353						2,340				
680616X95	Olentangy Local School District 0.521% 12/01/2024		1,303						1,303				
69506YTX7	Pacific Western Bank 3.150% 02/12/2024				3,906					3,843			
732329BD8	Ponce Bank 3.500% 09/15/2027		740	740	740	669	740	716	740	716	740	740	716
75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024	2,241						2,205					
795451AM5	Sallie Mae Bank 0.400% 08/11/2023				423						837		
81768PAF3	ServisFirst Bank 1.600% 02/21/2023	338	327	338	712								
856283S31	State Bank of India 0.600% 02/25/2026				747						747		
856285Q95	State Bank of India 3.450% 08/16/2027				4,226						4,226		
87165FTH7	Synchrony Bank 2.700% 02/23/2023				476								
880591EW8	TNNLL 0.750% 05/15/2025	1,875						1,875					
88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023	2,179						2,143					

As of October 31, 2022

Page 7 of 22

PROJECTED INCOME SCHEDULE

As of October 31, 2022



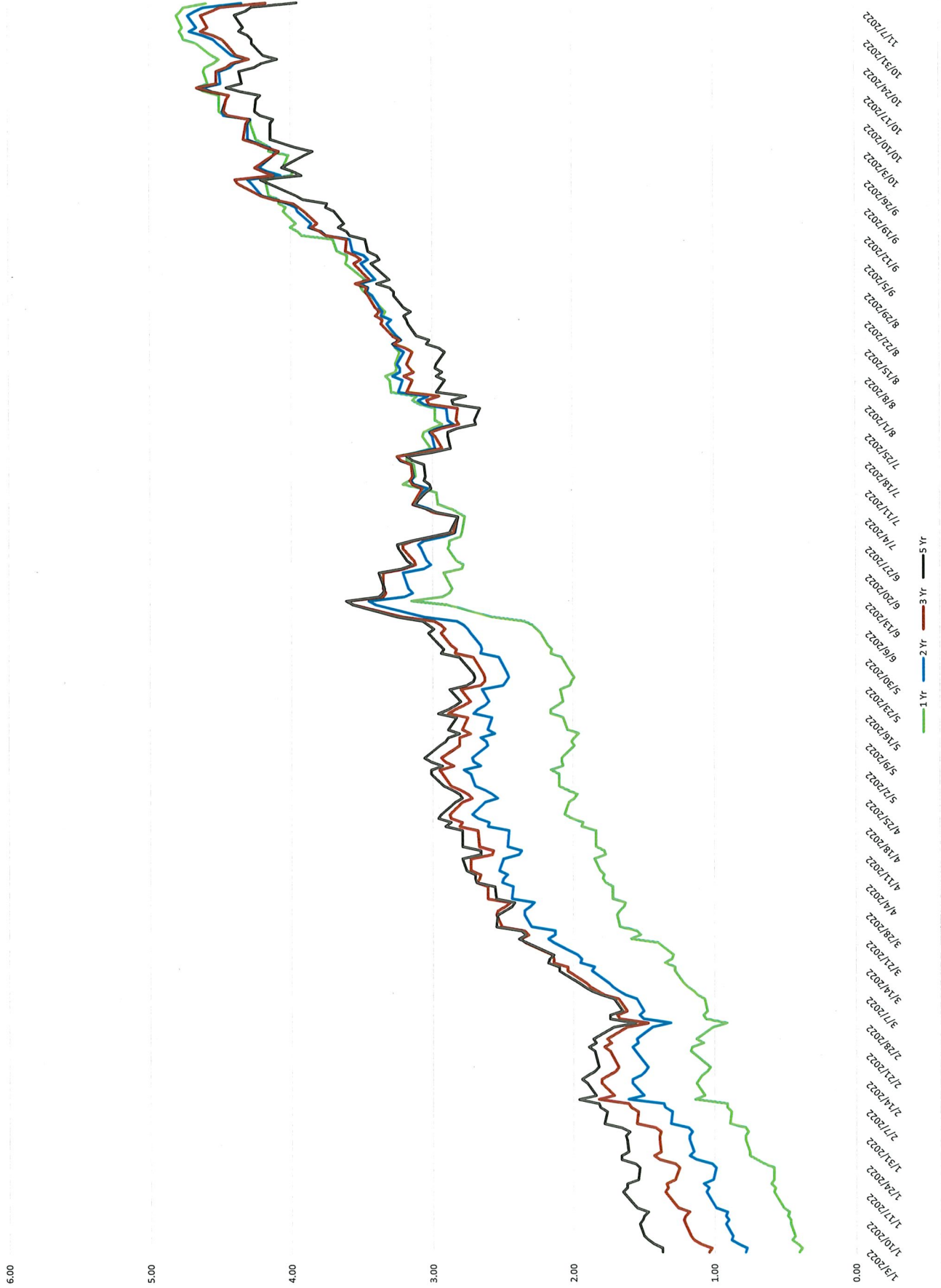
CUSIP	SECURITY DESCRIPTION	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023
91282CCL3	UST 0.375% 07/15/2024		938							938			
91282CCN9	UST 0.125% 07/31/2023		625							2,400			
91282CCT6	UST 0.375% 08/15/2024				938						938		
91282CCU3	UST 0.125% 08/31/2023				313						1,504		
91282CCW9	UST 0.750% 08/31/2026				1,875						1,875		
91282CCZ2	UST 0.875% 09/30/2026					3,281						3,281	
91282CDA6	UST 0.250% 09/30/2023					844						1,661	
91282CDZ1	UST 1.500% 02/15/2025				5,625						5,625		
91282CEF4	UST 2.500% 03/31/2027					4,688						4,688	
91282CEK3	UST 2.500% 04/30/2024						6,250						
91282CEN7	UST 2.750% 04/30/2027						7,219						
91282CET4	UST 2.625% 05/31/2027	3,938						3,938					
91282CEW7	UST 3.250% 06/30/2027		10,563						10,563				
91282CFB2	UST 2.750% 07/31/2027			3,506						3,506			
91282CFU0	UST 4.125% 10/31/2027						6,188						
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	391	565										
949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	399	386	399	399	360	399	386	399	386	399	399	509
TOTAL		44,655	47,053	45,352	73,024	52,799	54,020	40,691	35,378	40,070	71,136	53,596	15,727

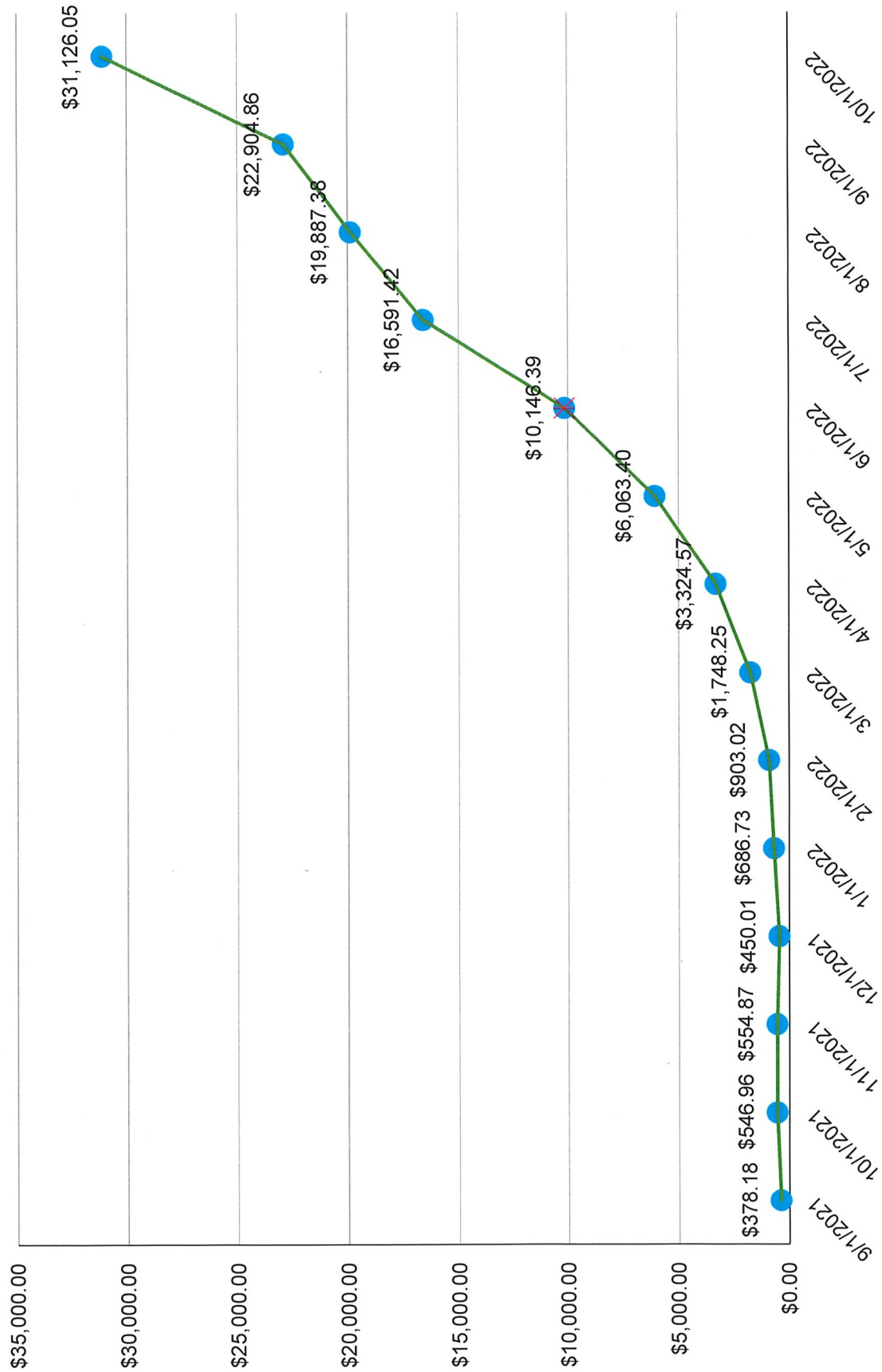
City of Reynoldsburg Operating Account
POSITION STATEMENT
 As of October 31, 2022



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
31846V567	First American Funds, Inc.	10/31/2022 10/31/2022	\$39,475.35	\$39,475.35	\$39,475.35	2.89%	0.003 0.003	\$1.00 \$39,475.35	\$0.00	0.06%	AAAm
STAROHIO	STAR Ohio XX812	10/31/2022 10/31/2022	\$10,587,257.57	\$10,587,257.57	\$10,587,257.57	3.13%	0.003 0.003	\$1.00 \$10,587,257.57	\$0.00	16.20%	AAAm
SubTotal			\$10,626,732.92	\$10,626,732.92	\$10,626,732.92	3.13%		\$10,626,732.92	\$0.00	16.26%	
Agency Bond											
3130ADRX2	FHLB 2.625% 12/09/2022	3/2/2018 3/2/2018	\$500,000.00	\$495,130.00	\$495,130.00	2.85%	0.107 0.113	\$99.87 \$499,340.00	\$4,210.00	0.76%	Aaa AA+
3130ALRG1	FHLB 0.125% 03/17/2023	4/30/2021 5/3/2021	\$500,000.00	\$499,750.00	\$499,750.00	0.15%	0.375 0.375	\$98.45 \$492,225.00	(\$7,525.00)	0.75%	Aaa AA+
3133EMXM9	FFCB 0.125% 04/27/2023	4/26/2021 4/27/2021	\$500,000.00	\$499,515.00	\$499,515.00	0.17%	0.488 0.485	\$97.94 \$489,705.00	(\$9,810.00)	0.75%	Aaa AA+
3133EMXM9	FFCB 0.125% 04/27/2023	5/6/2021 5/7/2021	\$1,000,000.00	\$999,370.00	\$999,370.00	0.16%	0.488 0.485	\$97.94 \$979,410.00	(\$19,960.00)	1.50%	Aaa AA+
3133EMZP0	FFCB 0.140% 05/18/2023	5/12/2021 5/18/2021	\$1,000,000.00	\$999,100.00	\$999,100.00	0.19%	0.545 0.540	\$97.55 \$975,490.00	(\$23,610.00)	1.49%	Aaa AA+
3130AMRY0	FHLB 0.125% 06/02/2023	9/17/2021 9/20/2021	\$500,000.00	\$499,376.50	\$499,376.50	0.20%	0.586 0.581	\$97.53 \$487,665.00	(\$11,711.50)	0.75%	Aaa AA+
3135G05G4	FNMA 0.250% 07/10/2023	10/7/2021 10/8/2021	\$675,000.00	\$674,925.08	\$674,925.08	0.26%	0.690 0.681	\$96.98 \$654,635.25	(\$20,289.83)	1.00%	Aaa AA+
3134GV5F1	FMCC 0.375% 07/14/2023	7/6/2020 7/14/2020	\$300,000.00	\$300,000.00	\$300,000.00	0.38%	0.701 0.692	\$97.07 \$291,216.00	(\$8,784.00)	0.45%	Aaa AA+
3133EL3E2	FFCB 0.320% 08/10/2023	9/17/2020 9/18/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.32%	0.775 0.764	\$96.70 \$96,704.00	(\$3,296.00)	0.15%	Aaa AA+
3133EL3E2	FFCB 0.320% 08/10/2023	8/10/2020 8/11/2020	\$500,000.00	\$499,765.00	\$499,765.00	0.34%	0.775 0.764	\$96.70 \$483,520.00	(\$16,245.00)	0.74%	Aaa AA+
3133EM2E1	FFCB 0.160% 08/10/2023	8/20/2021 8/23/2021	\$2,000,000.00	\$1,997,844.00	\$1,997,844.00	0.22%	0.775 0.765	\$96.62 \$1,932,340.00	(\$65,504.00)	2.96%	Aaa AA+
3137EAEV7	FMCC 0.250% 08/24/2023	8/10/2022 8/11/2022	\$250,000.00	\$242,359.25	\$242,359.25	3.27%	0.814 0.801	\$96.49 \$241,215.00	(\$1,144.25)	0.37%	Aaa AA+
3130ANYM6	FHLB 0.125% 08/28/2023	9/17/2021 9/20/2021	\$500,000.00	\$499,000.00	\$499,000.00	0.23%	0.825 0.812	\$96.31 \$481,530.00	(\$17,470.00)	0.74%	Aaa AA+

Daily Treasury Par Yield Curve Rates





City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Public Service and Transportation Committee

RE: Accept Unrecorded Sanitary Sewer Easement

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
-------------------------	--------------------------	---------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Explanation of legislation and need:

Statement of necessity for Emergency passage: This legislation is necessary to aid in the timely facilitation of ongoing development.

An Ordinance to Accept an Unrecorded Sanitary Sewer Easement (0.739 Acres) from Eastwood Development Partners, LLC, and Declaring an Emergency

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

Section 1. That the following unrecorded Sanitary Sewer Easement (0.739 Acres) from Eastwood Development Partners, LLC, be and are hereby accepted:

See Exhibit A attached hereto and made a part hereof.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for acceptance allowing construction; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that EASTWOOD DEVELOPMENT PARTNERS, LLC, an Ohio limited liability company (hereinafter referred to as "Grantor), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual, non-exclusive sanitary sewer easement ("Sewer Easement") in, over, under, across, and through the following described real property (the "Sewer Easement Area"), for the purposes of maintaining, operating, inspecting, repairing, renewing, removing, and replacing sanitary sewer facilities, including, but not limited to, sanitary sewer lines, valves, controls, and appurtenances related to that certain tract of land consisting of approximately 0.739 acres being particularly described in Exhibit A attached hereto and made apart hereof.

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 202205160012210
Recorder's Office, Licking County, Ohio

Grantee shall have the right hereunder, at all times and in its sole discretion, to access the Real Property, to ingress and egress over Grantor's adjacent lands, and to enter upon the Easement Areas together with any equipment (including, but not limited to: vehicles, machinery, and materials), to store the same thereon, and to do all things necessary for the purposes of Operating the Facilities and any other such rights granted herein.

Grantor, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Sewer Easement Area in any manner not inconsistent with the terms, conditions and limitations of the Sewer Easement granted herein to Grantee, including: constructing private roads, drives, and sidewalks; and installing landscaping and planting (except trees) upon the surface thereof. Notwithstanding the foregoing, Grantor agrees not to build, construct, or place any building or other structure within the Sewer Easement Area which may interfere with Grantee's rights herein and agrees it shall not conduct any excavating or other similar activity which may interfere with or disturb the Facilities or Grantee's rights herein (collectively, "Non-Conforming Improvements").

Grantee agrees that it shall restore, as necessary, any grass or improvement upon the Real Property damaged in connection with Grantee Operating the Facilities so that said Real Property shall be returned to the same or substantially similar condition as such existed prior to the occurrence of said damage; provided, however, Grantee shall not be required to replace any trees in existence prior to these Easements nor shall it be required to replace Non-Conforming Improvements installed within the Sewer Easement Area after the initial construction of the Facilities and subsequently disturbed by Grantee in connection with Operating the Facilities.

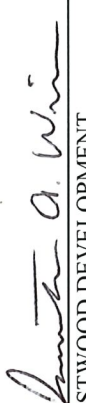
This grant of Sewer Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee, their respective heirs, successors, and assigns and the rights herein granted shall continue in perpetuity. Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Easement Areas

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

and that Grantor has the right and full power to grant the Easements described herein. This grant of Easements shall not be modified or amended except in a writing signed by both parties hereto. All provisions herein shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD said Easements unto said Grantee and its successors and assigns forever, for the activities and purposes hereinabove described.

IN ACKNOWLEDGEMENT WHEREOF, EASTWOOD DEVELOPMENT PARTNERS, LLC has caused this instrument to be executed and subscribed this 26th day of OCTOBER, 2022.


EASTWOOD DEVELOPMENT
PARTNERS, LLC

Printed Name: JONATHAN A. WILCOX

Title: AUTHORIZED MEMBER

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 26th day of October, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came Jonathan Wilcox, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



NATALIE J. PHILLIPS
Notary Public, State of Ohio
My Commission Expires:
9/28/26


Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

Sanitary Easement Description

~ 0.739 Acres ~

North of Main Street
East of Taylor Road

-1-

Situated in the State of Ohio, County of Licking, the Township of Etna, being part of Section 9, Township 16, Range 20, Refugee Lands, and being part of that 15.912 acre tract of land as numbered and delineated as Lot 4 on the Eastwood plat of record in Instrument No. 202205160012210, said Lot 4 being in the name of Development Partners, LLC of record in Instrument No. 202108160024662, said 0.739 acres more particularly described as follows;

Beginning, for Reference, at the southeasterly corner of said Lot 4, said corner also being the northeasterly corner of Lot 1 of said plat and in the westerly right-of-way line of Eastwood Drive (70') as dedicated upon said record plat;

Thence with an easterly line of said Lot 4 and with said westerly right-of-way line, with a curve to the right having a central angle of **30°58'27"** and a radius of **480.00 feet**, an arc length of **259.49 feet** and a chord bearing and distance of **N 18°57'39" E, 256.34 feet** to a point;

Thence **N 55°33'08" W**, across said Lot 4, **25.00 feet** to the **True Point of Beginning** for the easement herein described, said point being on the westerly line of an existing 25' Easement as dedicated upon said plat;

Thence across said Lot 1 the following seventeen (17) courses and distances:

N 13° 51' 25" W, 124.98 feet to a point;

N 36° 11' 34" W, 80.94 feet to a point;

N 53° 48' 26" E, 25.00 feet to a point;

S 36° 11' 34" E, 70.91 feet to a point;

N 53° 48' 26" E, 191.96 feet to a point;

N 36° 11' 34" W, 241.46 feet to a point;

N 53° 48' 26" E, 137.03 feet to a point;

N 36° 11' 34" W, 342.00 feet to a point;

N 53° 48' 26" E, 25.00 feet to a point;

S 36° 11' 34" E, 367.00 feet to a point;

S 53° 48' 26" W, 137.03 feet to a point;

S 36° 11' 34" E, 219.69 feet to a point;

N 70° 42' 23" E, 152.19 feet to a point;

S 19° 17' 37" E, 25.00 feet to a point;

S 70° 42' 23" W, 159.60 feet to a point;

S 53° 48' 26" W, 206.73 feet to a point;

Sanitary Easement Description

~0.739 Acres ~

North of Main Street
East of Taylor Road

-2-

S 13° 51' 25" E, 98.21 feet to a point of curvature in the westerly line of said existing 25' easement;

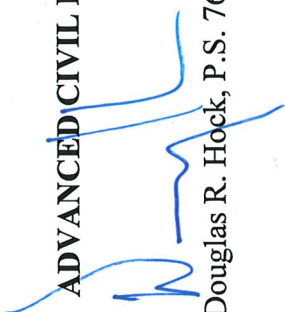
Thence with a curve to the left having a central angle of **03° 41' 42"** and a radius of **505.00 feet**, an arc length of **32.57 feet** and a chord bearing and distance of **S 36° 17' 43" W, 32.56 feet** to the **True Point of Beginning**, containing 0.739 acres more or less.

The above description was prepared by Advanced Civil Design Inc. on October 11, 2022 and is based on existing Licking County Auditor records, Licking County Recorder records and an actual field survey conducted in October and November of 2021.

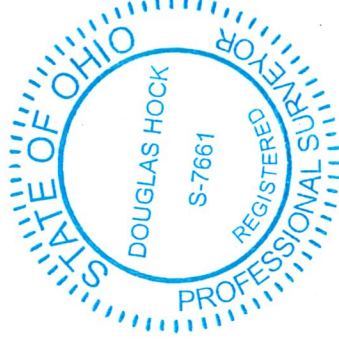
Bearings are based on the Ohio State Plane Coordinate System South Zone (NAD 83, NSRS 2011). Said bearings were derived from a portion of the southerly right of way line of U.S. Route 40 having a bearing of N 88° 05' 34" E.

All references used in this description can be found at the Recorder's Office Licking County Ohio.

ADVANCED CIVIL DESIGN INC.


Douglas R. Hock, P.S. 7661 Date: 10/12/22

Z:\21-0036-414\survey\0.739 ac sanitary easement desc.doc



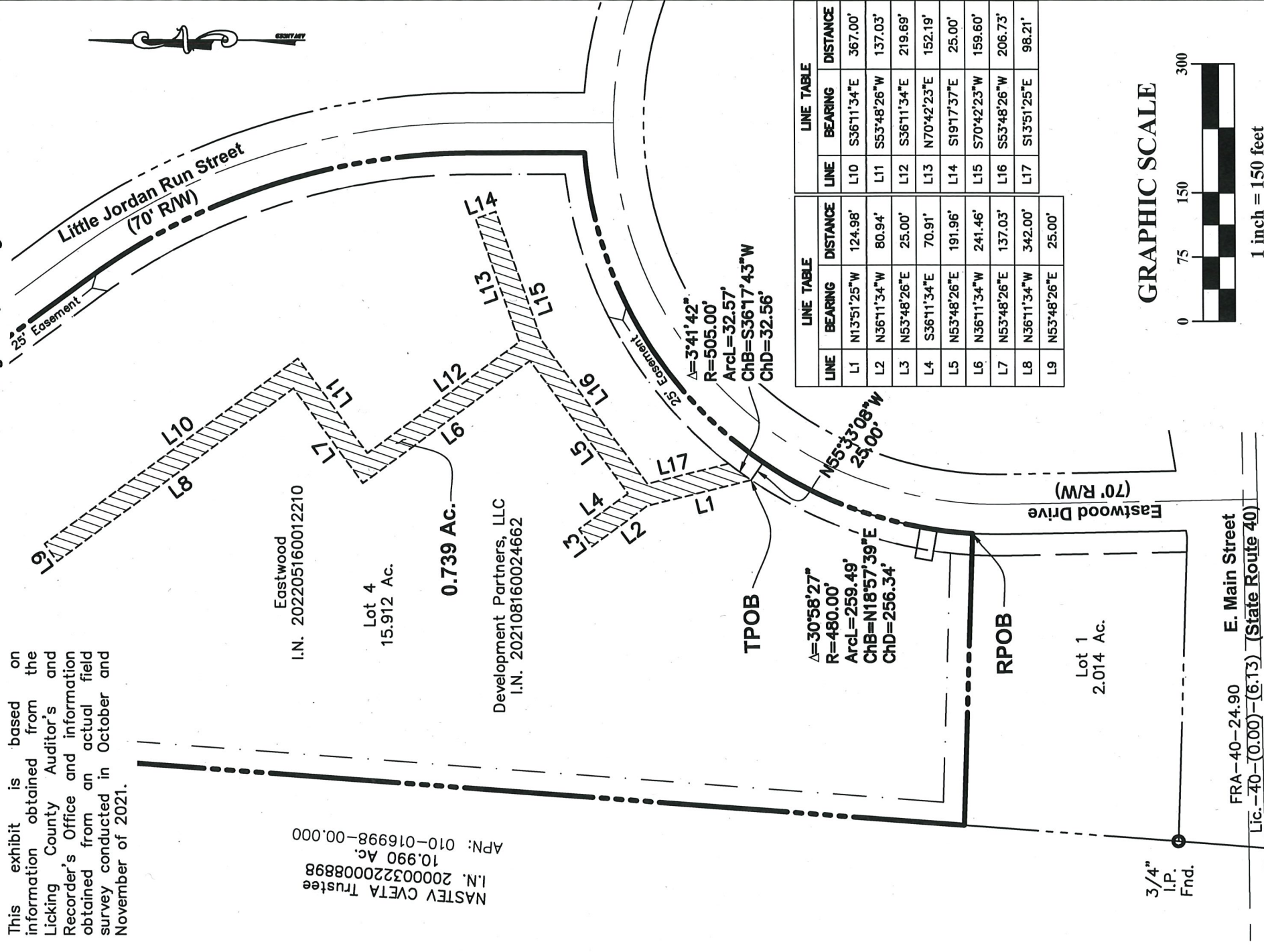
Bearings are based on the Ohio State Plane Coordinate System South Zone (NAD 83, NSRS 2011). Said bearings were derived from a portion of the southerly right of way line of U.S. Route 40 having a bearing of N 88°05'34" E.

This exhibit is based on information obtained from the Licking County Auditor's and Recorder's Office and information obtained from an actual field survey conducted in October and November of 2021.

Sanitary Easement Exhibit

0.739 Ac.

Township of Etna, County of Licking, State of Ohio
Section 9, Township 16,
Range 20, Refugee Lands



LINE TABLE		LINE TABLE	
LINE	BEARING	LINE	BEARING
L1	N13°51'25"W	L10	S36°11'34"E
L2	N36°11'34"W	L11	S53°48'26"W
L3	N53°48'26"E	L12	S36°11'34"E
L4	S36°11'34"E	L13	N70°42'23"E
L5	N53°48'26"E	L14	S19°17'37"E
L6	N36°11'34"W	L15	S70°42'23"W
L7	N53°48'26"E	L16	S53°48'26"W
L8	N36°11'34"W	L17	S13°51'25"E
L9	N53°48'26"E		



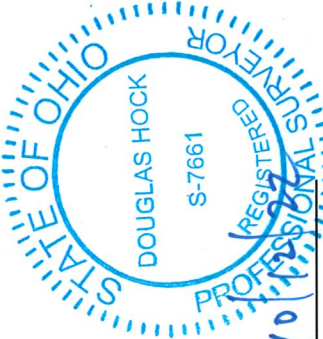
DRAWN BY: BCK	JOB NO.: 21-0036-414
DATE: 10-11-22	CHECKED BY: DRB



ADVANCED
CIVIL DESIGN

781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ENGINEERS SURVEYORS



Douglas R. Hock, P.S. 7661 Date: 10/11/22

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Public Service and Transportation Committee

RE: Toole & Associates 2023 Plan Review and Inspection Contract

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Over the past several years Toole & Associates has served as the City's acting Chief Building Official (CBO), which includes residential/commercial plan review and construction inspection services required by the Ohio Building Code and the Residential Code of Ohio, as well as the City's Floodplain Administrator. As of November 2021 the City hired a Master Plans Examiner to serve as the City's in house CBO pertaining to all residential plan review and construction inspections.

In 2023 Toole & Associates will be utilized as a backup pertaining to the City's residential plan review inspections services, and primary as it relates to commercial plan review and inspection services.

Toole & Associates proposal for these services is \$82,500.00.

Requesting a three read and emergency approval

**AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT
WITH TOOLE & ASSOCIATES FOR PROFESSIONAL PLAN REVIEW AND**

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

INSPECTION SERVICES FOR 2023, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg utilizes Toole & Associates as an outside source for development plan and engineering reviews; and

WHEREAS, Toole and Associates provides professional services to the City that are not subject to competitive bidding pursuant to Section 175.01 (d) of the Codified Ordinances of the City of Reynoldsburg.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Toole & Associates for plan review and inspection services for the City of Reynoldsburg for 2023 at a cost of \$82,500.00.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to allow the City to immediately engage Toole & Associates on a number of important projects; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

Toole & Associates

September 6, 2022

City of Reynoldsburg
William Dorman
7232 E Main Street
Reynoldsburg, OH 43068

Re: Contract for Residential and Nonresidential Building Department Services

Dear Mr. Dorman,

We are pleased to submit this proposal for commercial building department services to City of Reynoldsburg. We propose to provide the following services to City of Reynoldsburg for the period January 1, 2023 through December 31, 2023.

1. **Back Up Chief Building Official:** The Chief Building Official shall have and maintain all Ohio certifications in accordance with the Ohio Building Code (OBC). The Chief Building Official is responsible for building department administration. The Building Official shall issue Certificates of Plan Approval for Construction, Certificates of Occupancy, and all other orders as may be necessary for enforcement of the OBC. The Chief Building Official oversees all commercial reports required by the State.
2. **Back Up Plans Examiner:** The Plans Examiner shall have and maintain all Ohio certifications in accordance with the Ohio Building Code (OBC). The primary responsibility of the Plans Examiner is to review plans and specifications for compliance with the provisions of the OBC and issue a detailed plan review as required by the OBC.
3. **Electrical Inspector:** The Electrical Inspector shall have and maintain all Ohio certifications in accordance with the Ohio Building Code (OBC). The Electrical Inspector is responsible for electrical inspections, investigation and determination of conformance and compliance with all current Ohio building codes and standards.
4. **Plan Review:** It is the goal of Toole & Associates to provide timely plan review to all applicants equally. We make every effort to complete plan review within 10 working days of receipt of application in our office. Upon completion we will return the review to the building department either via local courier or UPS. Toole & Associates is required by the Ohio Board of Building Standards to complete all plan review in the order received and acknowledges we have up to 30 days after an application has been made to issue our review.
5. **Professional Liability Insurance:** Toole & Associates shall carry Professional Liability Insurance in the base amount of \$1,000,000. The amount of recoverable damages for any error or omission or negligence by Toole & Associates shall be limited to a maximum of the annual fees paid to Toole & Associates by the City of Reynoldsburg for that year. Each party agrees to waive claims for inconsequential damages.

6. **Monthly Invoices:** Invoices are provided monthly by the 10th of the following month for all services performed. The City of Reynoldsburg shall review each invoice and authorize payment within thirty calendar days. Questions regarding items invoiced shall be resolved within fifteen calendar days of invoice receipt, and a replacement invoice will be submitted if required.
7. **Duration of Agreement:** This agreement shall be in effect for one year. Each September moving forward Toole & Associates will provide the City of Reynoldsburg with an updated contract for the following year that shall go in effect January 1. No services can be provided without a current contract. Adjustments in labor and/or expense rates may only be made at the time of renewal. Should either the City of Reynoldsburg or Toole & Associates chose to end the contract a minimum of 30 days' notice in writing is required.
8. This Agreement shall be construed and enforced under the laws of the State of Ohio, Franklin County. Each provision of this Agreement shall be separable. If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall remain in full force and effect.
9. **Reynoldsburg Budget:** The City's budget for CBO and Inspection Services is \$25,000 for the calendar year 2023. If the City exceeds the budgeted amount, any additional funds will need Council Approval.
10. **Rates:** The current rates for 2023 are listed below:

Back Up Chief Building Official Services:	\$100.00 / Hour
Back Up Plans Examiner:	\$ 80.00 / Hour
Back Up Residential Plans Examiner – New Build	\$160.00 / Each
Back Up Residential Plans Examiner – Additions and Alterations	\$ 85.00 / Each
Electrical Inspection Services:	\$ 70.00 / Hour

City of Reynoldsburg 2023 Contract Agreement:

We very much appreciate the opportunity to provide residential and nonresidential building department services to the City of Reynoldsburg.

Sincerely yours in safety,

Toole & Associates, LLC

William R Toole, CBO
Principal

We agree as to the terms and conditions as set forth above. This Agreement is entered the

_____ day of _____, 2022. This agreement is in effect for the period of
January 1, 2023 through December 31, 2023.

For City of Reynoldsburg:

Approved as to form:

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: Renew Delta Dental Contract

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Authorization for the Mayor to enter into a renewal contract with Delta Dental for the City's dental coverage for the period of January 1, 2021 through December 31, 2021. There is 3% decrease in premium costs.

The emergency measures is being requested in order to waive the 30 day waiting period to begin to process the contracts so they can be effective January 1st.

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2024, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg provides its employees dental benefits with Delta Dental; and

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

WHEREAS, that existing coverage expires on December 31, 2022 and the City has received quotes to renew the coverage with effective dates of January 1, 2023 through December 31, 2024; and

WHEREAS, the cost for the two-year extension will be the same as the existing coverage.

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

SECTION 1. That the Mayor be and is hereby authorized to renew the City's dental insurance coverage with Delta Dental for the period from January 1, 2023 through December 31, 2024.

SECTION 2. That pursuant to Ordinance No. 44-17 and Section 175.01(f) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is hereby waived.

SECTION 3: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and further to have a rate decrease in place as of January 1, 2023; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0280-0001
City of Reynoldsburg**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan - Delta Dental of Ohio

Benefit Year - January 1 through December 31

Covered Services -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	75%	75%	75%
Endodontic Services - root canals	75%	75%	75%
Periodontic Services - to treat gum disease	75%	75%	75%
Oral Surgery Services - extractions and dental surgery	75%	75%	75%
Major Restorative Services - crowns	75%	75%	75%
Other Basic Services - misc. services	75%	75%	75%
Relines and Repairs - to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	75%	75%	75%
Orthodontic Services			
Orthodontic Services - braces	75%	75%	75%
Orthodontic Age Limit -	through age 18 and under	through age 18 and under	through age 18 and under

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$1,500 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 75% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

Deductible – None.

Waiting Period – Enrollees who are eligible for Benefits are covered on the first day of the month following the date of hire.

Eligible People – All full-time employees of the City and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they turn 24, including your Children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which your employment is terminated.



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 27, 2022

Ms. Cindy McDermott
Willis Towers Watson Midwest, Inc.
775 Yard St Ste 200
Columbus, OH 43212-3891

Dear Ms. McDermott,

Enclosed is renewal information for one of your Delta Dental Plan of Ohio groups that renews in the month of January. A renewal letter indicating the group's renewal rates is included.

Please ensure that the enclosed renewal documents are delivered to the group.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Adam Q Clifton
Account Manager

Enclosures:
0280-0001 City of Reynoldsburg

Attachment: City of Reynoldsburg 1.1.23 Renewal (138-2022 : Renewal of Delta Dental Contract 2023 - 2024)

DeltaVision®

Dear Valued Delta Dental Customer,

We're excited to inform you of a new partnership between Delta Dental and VSP® Vision Care. Delta Dental has partnered with VSP—a national leader in vision benefits—to offer an exciting new addition for our dental benefits programs—DeltaVision®.

DeltaVision is committed to meeting and exceeding expectations by delivering value, choice and savings, including:

- The largest network of participating providers nationwide
- Innovative plan designs
- One-stop administration
- World-class customer service
- Support for overall health and wellness

VSP is well known for their best-in-class vision programs, making them the ideal complement to your dental plan. When DeltaVision is combined with your Delta Dental benefits, you get two great programs in one convenient and affordable package.

We have included with this letter our current product offerings along with more information about our new partnership. As questions arise, please reach out to your local Delta Dental sales and account management team as they will be able to assist you moving forward.

As always, we appreciate your business and look forward to working with you on any of your vision benefit needs.

Sincerely,

Delta Dental

VSP and VSP Vision Care are registered trademarks of Vision Service Plan.

Delta Dental of Michigan
PO Box 30416
Lansing, MI 48909

Delta Dental of Ohio
5600 Blazer Parkway, Suite 150
Dublin, OH 43017

Delta Dental of Indiana
225 South East Street, Suite 358
Indianapolis, IN 46202

Introducing DeltaVision®

Vision plans for
your employees
by Delta Dental

Delta Dental is committed to the whole health of your employees—including eye health. That's why we've partnered with VSP Vision Care to offer DeltaVision, the best vision care for your employees and their families, exclusive to Delta Dental groups.

Why offer DeltaVision?

With DeltaVision, your company will receive an award-winning vision program powered by VSP® to complement your Delta Dental benefits.

More choice. Members have the freedom to choose the provider that's right for them. VSP has 104,000 access points, including the largest national network of independent doctors and 22,000 retail locations.

Better value. Your employees get a fully covered WellVision Exam®, and an average savings of 30 percent off the most popular lens enhancements.

Award-winning customer service. Your employees will have access to VSP award-winning customer service team seven days a week.

Healthy, happy employees. Both dental and vision benefits encourage people to keep their health in check. Dentists and eye doctors are both trained to detect early signs of many conditions, which can lead to earlier intervention and better overall health.

See what DeltaVision offers.

10.3.b

We offer robust plans with a variety of copayment options, allowances and frequencies to fit any group's needs. Plus, exceptional network access ensures you receive the benefits you want, when you want them. We're committed to meeting and exceeding your expectations by delivering the best value, choices and service.

DeltaVision plans are sold only in combination with Delta Dental plans. Compare plan coverages and pricing below.

	DeltaVision 130 Standard	DeltaVision 130 Enhanced	DeltaVision 150 Standard	DeltaVision 150 Enhanced	DeltaVision 180 Standard	DeltaVision 180 Enhanced
Exam/lens/frame frequency (months)	12/12/24	12/12/12	12/12/24	12/12/12	12/12/12	12/12/12
Contacts (instead of glasses) frequency (months)	12	12	12	12	12	12

In-network coverage

Exam copay	\$10	\$10	\$10	\$10	\$10	\$0
Materials copay	\$25	\$25	\$25	\$10	\$10	\$0
Frames allowance	\$130	\$130	\$150	\$150	\$180	\$180
Elective contact lenses allowance	\$130	\$130	\$150	\$150	\$180	\$180
Necessary contact lenses	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full
Contact lens fit evaluation copay	Up to \$60	Up to \$60	Up to \$60	Up to \$60	Up to \$60	Up to \$60

Rates (up to 500 enrolled subscribers)

Employee only	\$5.48	\$7.50	\$5.70	\$8.92	\$10.16	\$11.51
Employee + spouse	\$10.96	\$15.01	\$11.41	\$17.84	\$20.32	\$23.02
Employee + child(ren)	\$11.74	\$16.08	\$12.22	\$19.10	\$21.76	\$24.66
Employee + family	\$18.75	\$25.68	\$19.51	\$30.52	\$34.77	\$39.39

All DeltaVision plans have the below lens enhancement and additional savings benefits:

Lens enhancements ¹	
Benefit	Member cost
Standard progressive lenses	\$0
Premium progressive lenses	\$95-\$105
Custom progressive lenses	\$150-\$175
Additional savings ²	
Benefit	Details
Frames discount over allowance	An extra \$20 allowance on featured designer brands for frames. 20% savings on any amount above the retail allowance.
Additional pair	20% savings on unlimited additional pairs of prescription glasses and/or nonprescription sunglasses from any VSP network provider within 12 months of exam.
LASIK	Average 15% off the regular price, or 5% off the promotional price; discounts only available from contracted facilities.
Retinal imaging	Routine retinal screening covered for a maximum fee of \$39.
Lens coverage	Glass or plastic single vision, lined bifocal, lined trifocal or lenticular lenses are covered in full. ³
	Retinal screening for members with diabetes, \$0 copay.
VSP Diabetic EyeCare Plus Program SM	Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP network doctor for details. \$20 copay per exam.
Low vision	Pre-approved low-vision supplemental testing covered every two years. 75% coverage for approved low-vision aids, up to \$1,000 (less any amount paid for supplemental testing) every two years.
Eyeconic [*]	Go to eyeconic.com [*] for an easy-to-use, convenient online eyewear option.
TruHearing [*]	Save up to 60% on hearing aids and batteries. Visit truhearing.com/vsp or call 877-396-7194 for more information. ⁴

¹ Prices shown reflect the standard plastic price for each respective category. Premium lens enhancement prices may vary. Prices are valid only through VSP Choice network providers and are subject to change without notice. ² In-network only. ³ Covered in full materials and services are less any applicable copay. Based on applicable laws, benefits and savings may vary by location. Benefits may also vary at participating retail chains. Promotions like rebates are continually evaluated and subject to change without notice. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. Promotions and Featured Frame Brands do not apply at Costco[®] Optical. Costco[®] Optical allowance may differ and is equivalent to the frame allowance at VSP doctor locations and participating retail chains. The following items are excluded under this plan: plano lenses (lenses with refractive correction of less than ± .50 diopter), two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthotics; vision training or supplemental testing. ⁴ VSP is providing information to its members, but does not offer or provide any discount hearing program. The relationship between VSP and TruHearing is that of independent contractors. VSP makes no endorsement, representations, or warranties regarding any products or services offered by TruHearing, a third-party vendor. The vendor is solely responsible for the products or services offered by them. If you have any questions regarding the services offered here, you should contact the vendor directly. TruHearing offers individuals the opportunity to purchase hearing aids at discounted prices, including individuals covered by self-funded health plans not subject to state insurance or health plan regulations. TruHearing is not insurance and not subject to state insurance regulations. TruHearing provides discounts to certain health care groups for hearing aid sales and services; TruHearing provides fitting, programming and three adjustment visits at no cost; the member is obligated to pay for testing, and all post-fitting hearing care services, but will receive a discount from those health care providers who have contracted with TruHearing. Not available directly from VSP in the states of Washington and California

© 2021 Vision Service Plan. All rights reserved. VSP, VSP Vision Care, Eyeconic, eyeconic.com and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is service mark of Vision Service Plan. All other brands or marks are the property of their respective owners.

FLI-6619-OH v2

Delta Dental of Ohio

Did you know?

Employees
satisfied with
their benefits are
2x more loyal.

See the difference.
Contact your
Delta Dental sales
representative.

Packet Pg. 66

Attachment: City of Reynoldsburg 1.1.23 Renewal (138-2022 : Renewal of Delta Dental Contract 2023 - 2024)



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 27, 2022

Mr. Joe Begeny
Mayor
City of Reynoldsburg
7232 E Main St
Reynoldsburg, OH 43068-2014

Re: Dental Plan Rate Review, Group #0280-0001

Dear Mr. Begeny,

Thank you for placing your confidence in Delta Dental. We are committed to improving the oral health of our communities by providing access to the nation's largest dental network at competitive rates. This allows your enrollees to obtain the dental care they need to remain healthy.

Enclosed is a contract for the renewal of your existing dental plan. Please have your group's authorized representative sign the contract and return it to me at your earliest convenience. If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will continue to administer your dental benefits accordingly. By permitting us to do so, you accept the terms of this contract in full and agree that this contract is binding, even if you do not return a signed copy of the contract to us. If you do not wish to renew coverage, please provide notice to us in accordance with your Contract. Notwithstanding the above terms of this contract, all delinquent balances due to Delta Dental must be paid in full prior to acceptance on the above-mentioned renewal date. If there is a deficit at the time of your acceptance, Delta Dental reserves the right to revoke this offer and terminate your existing contract upon its natural expiration date.

Also enclosed is a rate sheet outlining the premiums applicable to your new contract period, and a Benefit Highlight Sheet noting some of the benefits available under your current contract. These documents are intended to serve as quick reference guides outlining some of your contract and are not part of the contract noted above.

If your coverage or budget goals have changed, please contact Ms. Cindy McDermott or me for more plan design options. We can administer many different plan designs to suit your needs and provide you with a comprehensive analysis of how any changes would affect your rates. Benefit changes can be effective at your renewal, but you must request them no later than 15 days prior to your plan's renewal date.

Please call me at (614) 776-2309 if you have any questions or if I can be of help in any way. Thank you, we look forward to continuing our relationship with you and we greatly appreciate your business.

Sincerely,

Adam Q Clifton
Account Manager

cc: Ms. Cindy McDermott



Delta Dental of Ohio
Renewal Rates for City of Reynoldsburg #0280
Effective January 1, 2023

Rates - Non-Retention

Rates per enrollee per month	Current Rate(s) January 1, 2021 through December 31, 2022	Renewal Rate(s) January 1, 2023 through December 31, 2024
Composite	\$99.27	\$96.29
Overall Percent Change	-3.00%	

Rating Requirements

Minimum client contributions: 100 percent for employee and 100 percent for dependent(s).

Tied to medical: No

Rating Assumptions

Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a two year non-retention contract.

Self-billing is not allowed and you agree to pay as invoiced each month.

Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and reference cards.

Printed dentist directories are not included. You can find participating dentists on our website at <https://www.DeltaDentalOH.com>.

The plan specifications are subject to Delta Dental's standard exclusions and limitations, including:

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

Delta Dental of Ohio
Dental Benefit Highlights for
City of Reynoldsburg #0280

Delta Dental PPO™ (Point-of-Service)

Coverage effective **January 1, 2023**

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	75%	75%	75%
Endodontic Services - root canals	75%	75%	75%
Periodontic Services - to treat gum disease	75%	75%	75%
Oral Surgery Services - extractions and dental surgery	75%	75%	75%
Major Restorative Services - crowns	75%	75%	75%
Other Basic Services - misc. services	75%	75%	75%
Relines and Repairs - to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	75%	75%	75%
Orthodontic Services			
Orthodontic Services - braces	75%	75%	75%
Orthodontic Age Limit -	through age 18 and under	through age 18 and under	through age 18 and under

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

Maximum Payment - \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$1,500 per Member total per lifetime on orthodontic services.

Deductible - None.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.



Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at <https://www.DeltaDentalOH.com>.



Delta Dental Contract For City of Reynoldsburg

This Contract ("Contract") is entered into by and between City of Reynoldsburg (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2023, the ("Effective Date").

SECTION I - DECLARATIONS

The Benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. Effective Date: 12:01 A.M. Standard Time, January 1, 2023

B. First Renewal Date: January 1, 2025

C. Client Number: 0280-0001

D. Rate(s):

Composite - \$96.29 per month per Enrollee

This rate is contingent upon 100 percent enrollment of the eligible members of the defined group and their eligible dependents. Rates do not include any applicable claims taxes.

DELTA DENTAL PLAN OF OHIO, INC.

BY: 

President and CEO

DATE: September 27, 2022

CONTRACTOR

BY: _____
(Authorized Signature)

(Title)

BY: _____
(Witnessed By)

(Title)

DATE: _____

Attachment: City of Reynoldsburg 1.1.23 Renewal (138-2022 : Renewal of Delta Dental Contract 2023 - 2024)

SECTION II. Definitions

A. Contract

This document, including the Certificate and applicable Summary (ies) of Dental Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

B. Rate

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental® each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

Any capitalized terms not defined herein are defined in the Certificate.

C. License

A limited, non-transferable, non-exclusive, non-sublicensable, temporary license granted to Contractor by Delta Dental to access and use Delta Dental's web portals.

SECTION III. Eligibility

A. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Dental Plan Benefits.

B. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V B. of this Contract.

C. Termination of Eligibility

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;
2. The Member fails to comply with the eligibility requirements of this Contract; or
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

D. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.D. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.
3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only

remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.

4. Continuation coverage will not continue beyond the termination of this Contract.
5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.D.
6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage.
7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.D. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be a Member under this Contract and the dental care certificate as long as coverage is provided under this Section III.D.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

E. Loss of Eligibility During Treatment

1. If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60 day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

SECTION IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental. Notwithstanding the foregoing, Contractor acknowledges that Delta Dental periodically updates its Certificates to account for CDT code changes issued by the American Dental Association and processing policy changes made by Delta Dental, and Contractor agrees that any such changes shall apply to this Contract provided that Delta Dental provides Contractor prior notice of any such changes. Such changes shall become effective as of the date indicated in such notice.

SECTION V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.
4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
5. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor or Plan Sponsor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's or Plan Sponsor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amount to be paid will be due by the 5th of the month of the intended coverage. For example, the premium for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

- a. Information provided upon enrollment proves to be in error; or
- b. Terms and provisions of the Contract are materially violated; or
- c. Initial size or composition of the group changes by ten percent (10%) or more unless otherwise set forth in the Declarations section of this Contract; or
- d. Monthly invoices are not paid as billed.

Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

- 2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
- 3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.
- 4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six (6) months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.
- 5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.
- 6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.
- 7. To pay for any agreed-to, non-standard reports on a time and materials basis.
- 8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

SECTION VI. General Provisions

- A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.

- B. Binding Effect.** All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.
- C. Payment Limitations.** Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.
- D. Marketing Materials.** Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.
- E. Legal Action.** Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least sixty (60) days advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.
- F. Indemnification.**
- 1.** Contractor agrees to defend, indemnify and hold harmless Delta Dental, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Contractor, its officers, directors, employees, agents or Members; or (ii) any negligent or willful act or omission by Contractor, its officers, directors, employees, agents or Members.
 - 2.** Delta Dental agrees to defend, indemnify and hold harmless Contractor, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Delta Dental, its officers, directors, employees or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees or agents.
 - 3.** A Party seeking indemnification shall (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying Party as well as its officers, directors, and employees.
- G. Dispute Resolution.** Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.
- H. Severability.** If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.
- I. Compliance with Applicable Law.** This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- J. Additional Services.** Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.
- K. Notices.** Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.

- L. Amendment and Assignment.** No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.
- M. Subrogation.** To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.
- N. Right of Recovery Due to Fraud.** If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- O. Force Majeure.** Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.
- P. Assignment of Benefits.** Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.
- Q. Governing Laws.** This Contract will be governed by and interpreted under the laws of the State of Ohio.
- R. Legally Mandated Benefits.** If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.
- S. Entire Agreement.** This Contract constitutes the entire agreement between the Parties.
- T. Effect of Errors on Coverage.** Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- U. Bankruptcy or Insolvency.** Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.
- V. Other Goods and Services.** From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.
- W. Web Portal License.**
- Delta Dental grants to Contractor the License to access and use Delta Dental's web portals solely for the purpose of administering and/or viewing Member Benefits as set forth in this Contract, subject to any additional terms and conditions appearing on such web portals. Under this license grant, Contractor's Members are permitted to access and use Member Portal, and Contractor and its officers, directors, employees, contractors and agents are permitted to access and use Benefit Manager Toolkit as necessary solely for the purposes of administering Contractor's dental plan.

2. Contractor is solely responsible for managing access to the web portals, for securing the usernames and passwords of its, officers, directors, employees, contractors, agents and Members ("End Users") who use or access such web portals, and for any violation of this Contract by any such End Users. Delta Dental shall not be liable for Contractor's or Contractor's End Users' failure to properly secure their usernames or passwords and, unless otherwise exempt by law, Contractor shall indemnify and hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of i) Contractor's, or Contractor's End Users', failure to properly manage access or secure usernames and passwords, ii) any breach of this Contract by Contractor or its End Users; or (iii) any negligent or willful misuse of Delta Dental's web portals by Contractor or its End Users.
3. Contractor agrees that, to the extent its End Users will be entering eligibility data into Benefit Manager Toolkit on Contractor's behalf, Contractor shall be solely responsible for the accuracy and completeness of the eligibility data entered. Unless otherwise exempt by law, Contractor shall indemnify and hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of any eligibility data entered by Contractor's End Users.
4. Contractor acknowledges that Delta Dental's web portals permit individuals to view and access Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor therefore certifies that, when using the web portals, it and its End Users will abide by the provisions of HIPAA and all other applicable laws. As such, Contractor agrees that it and its End Users shall access and use Delta Dental's web portals for the sole purpose of viewing their own Benefits and/or performing plan administration functions on behalf of Contractor.
5. Contractor recognizes and agrees that Delta Dental retains sole title, right and interest in the intellectual property rights of its web portals including, but not limited to, any applicable patents, trademarks and/or copyrights. Contractor understands that the license granted herein transfers neither title nor proprietary rights to Contractor with respect to any web portals. As such, neither Contractor nor any of its End Users shall attempt to reproduce, modify, reverse assemble, reverse compile or reverse engineer the source code of Delta Dental's web portals.
6. Delta Dental reserves the right to terminate this license grant at any time with or without cause. This license grant shall terminate immediately upon termination of the Contract.

SECTION VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

SECTION VIII. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

- A.** The Contractor fails to make a required payment before expiration of the Grace Period specified; or
- B.** Delta Dental cancels pursuant to Section V.B.1 of this Contract; or
- C.** The size of the group changes by ten percent (10%) or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or
- D.** The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or
- E.** The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with thirty (30) days prior written notice.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

SECTION IX. Confidentiality and Disclosure

- A.** The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.
- B.** Confidential Information shall not include any information that:
- 1.** Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
 - 2.** Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
 - 3.** Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).
- C.** The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.
- D.** Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.
- E.** Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.



**Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0280-0001
City of Reynoldsburg**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	75%	75%	75%
Endodontic Services – root canals	75%	75%	75%
Periodontic Services – to treat gum disease	75%	75%	75%
Oral Surgery Services – extractions and dental surgery	75%	75%	75%
Major Restorative Services – crowns	75%	75%	75%
Other Basic Services – misc. services	75%	75%	75%
Relines and Repairs – to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	75%	75%	75%
Orthodontic Services			
Orthodontic Services – braces	75%	75%	75%
Orthodontic Age Limit –	through age 18 and under	through age 18 and under	through age 18 and under

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$1,500 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 75% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

Deductible – None.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following the date of hire.

Eligible People – All full-time employees of the City and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they turn 24, including your Children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which your employment is terminated.



Delta Dental PPO™

Our national PPO program

Welcome!

Your dental program is administered by Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation, doing business as Delta Dental of Ohio. Delta Dental of Ohio is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalOH.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalOH.com and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE AND/OR DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

I. Delta Dental PPO Certificate

Delta Dental Plan of Ohio, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA

President and CEO

Delta Dental Plan of Ohio, Inc.

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this

Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental PPO Dentist (“PPO Dentist”)** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- ◆ **Delta Dental Premier Dentist (“Premier Dentist”)** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as

“Participating Dentists.” Wherever a definition or provision of this Certificate differs from another state’s Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **“Non-PPO Dentists.”**

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist’s participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits.

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- ◆ The Submitted Amount
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist’s contractual agreement with another dental benefits organization.
- ◆ The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist’s local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan’s limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

- a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
- b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
- c. Newborn: Your newborn will be eligible to enroll on the date of birth.
- d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the earlier of (a) date that the legal petition for adoption or guardianship becomes legally final, or (b) the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.

- e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
- f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
- g. All others will be permitted on the date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalOH.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
 - a. The Enrollee's full name and address
 - b. The Enrollee's Member ID number
 - c. The name and date of birth of the person receiving dental care
 - d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified in your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics, it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one (1) visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under, Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Caries preventive medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
21. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
22. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
23. Veneers.
24. Prefabricated crowns used as final restorations on permanent teeth.
25. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
26. Implant/abutment supported interim fixed denture for edentulous arch.
27. Soft occlusal guard appliances.

28. Paste-type root canal fillings on permanent teeth.
29. Replacement, repair, relines, or adjustments of occlusal guards.
30. Chemical curettage.
31. Services associated with overdentures.
32. Metal bases on removable prostheses.
33. The replacement of teeth beyond the normal complement of teeth.
34. Personalization or characterization of any service or appliance.
35. Temporary crowns used for temporization during crown or bridge fabrication.
36. Posterior bridges in conjunction with partial dentures in the same arch.
37. Precision abutments, attachments and stress breakers.
38. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
42. Myofunctional therapy.
43. Mounted case analyses.
44. Molecular, antigen or antibody testing for a public health related pathogen.
45. Vaccinations.
46. Bone replacement grafts when performed in conjunction with a hemisection.
47. Fabrication, adjustment or repair of sleep apnea appliances.
48. Any and all taxes applicable to the services.
49. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of

scaling and root planing or other periodontal treatment.

24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Scaling and debridement in the presence of inflammation or mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery or debridement of a peri-implant defect.
27. Full mouth debridement, when done on the same day as a comprehensive evaluation.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
29. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
30. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.
31. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
32. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
33. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
34. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
35. Capture only images which are not associated with any interpretation or reporting.
36. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
37. Implant removal when performed within three (3) months of an implant/mini-implant on the same tooth by the same dentist or dental office.
38. Scaling and root planing when performed on the same day as surgical root repair or exposures.
39. Surgical repair or exposure of root when performed on the same day as endodontic or periodontal surgical procedures.

40. Intraorifice barriers.

41. Excision of benign lesions when performed in the same area and on the same day as another surgical procedure by the same dentist or dental office.
42. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which include bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age 8 and under.
10. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth. Subsequent minor restorations on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five-year period.

13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for age 11 and under.
 14. Hard full or partial arch occlusal guards are payable once in a lifetime.
 15. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
 16. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36-month period.
 17. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
 - b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - c. A removable unilateral partial denture is payable once per quadrant in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.
 - e. Rebase hybrid prostheses are payable once in any five-year period per appliance.
 - f. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
 - g. Implant removal is payable once per lifetime per tooth or area.
 - h. Implant maintenance is payable once per any 12-month period.
 - i. Removal of a broken implant retaining screw is payable once in a five-year period.
 18. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
 - a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.
 - b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 - c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 19. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.
 20. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
 21. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.
 22. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.
- Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.
- a. Resin, porcelain fused to metal, and porcelain crowns (including implant crowns), bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.
 - b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.
 - d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
 - e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
 - f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

- g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
- h. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

23. Maximum Payment:

- a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.
- 24. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
 - 25. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
 - 26. Assessments of salivary flow by measurement are payable once in any 36-month period.
 - 27. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.
 - 28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restoration involving the occlusal surface.
 - 29. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five (5) applications per day.
 - 30. Sealants are covered once per tooth per lifetime on first permanent molars for Members age 9 and under.
 - 31. Sealants are covered once per tooth per lifetime on second permanent molars for Members age 14 and under.
 - 32. One cone beam CT is allowed within a 12-month period except when performed for TMD treatment.
 - 33. Restorations performed within two (2) months of caries arresting medicament.
 - 34. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan.

- 1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of

- the number or combination of restorations placed on a surface.
- 2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
- 3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within six months of the seating date.
- 4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
- 5. Root planing is payable once in any two-year period.
- 6. Periodontal surgery is payable once in any three-year period.
- 7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
- 8. Tissue conditioning is payable twice per arch in any three-year period.
- 9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
- 10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
- 11. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
- 12. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
- 13. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.
- 14. One caries risk assessment is allowed on the same date of service.
- 15. One caries risk assessment is allowed within a 12-month period when done by the same dentist/dental office.
- 16. One assessment of salivary flow by measurement is allowed within a 12-month period when done by the same dentist/dental office.
- 17. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules governs the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100 percent of the total Allowable Expense.

Definitions

Plan

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan

For purposes of this Article IX, This Plan means, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules

The Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100 percent of the total Allowable Expense.

Allowable Expense

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
2. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
3. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.
4. Notwithstanding numbers 1, 2, and 3 above, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
5. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an

Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan

Closed Panel Plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent

Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
2. Except as provided in paragraph 3 below, a Plan that does not contain a COB provision that is consistent with Ohio regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
4. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
5. Each Plan determines its order of benefits using the first of the following rules that apply:

Non-Dependent or Dependent. The plan that covers the Person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the plan that covers the person as a dependent is the Secondary Plan. However, if the Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the

order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

Dependent Child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:

- a. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:
 - ◆ The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
 - ◆ If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.

- b. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
 - ◆ If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
 - ◆ If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
 - ◆ If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions of subparagraph (a) above shall determine the order of benefits; or
 - ◆ If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:
 - (1) The Plan covering the Custodial Parent;
 - (2) The Plan covering the spouse of the Custodial Parent;
 - (3) The Plan covering the non-custodial parent; and then

- (4) The Plan covering the spouse of the non-custodial parent.
- c. For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.

Active employee or retired or laid-off

employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary plan.

Effect on the Benefits of This Plan

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or

provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to apply those rules and determine Benefits payable.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Coordination Disputes

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-870-9988, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Claims Appeal Procedure below. If you are still not satisfied, you may call the Ohio Department of Insurance for

instructions on filing a consumer complaint. Call 1-800-686-1526 or visit the Department's website at <http://insurance.ohio.gov>.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

**Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that

you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling 614-644-2673 or 800-686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town St., Third Floor, Suite 300, Columbus, Ohio, 4321543215 or visit the Department's website at <http://insurance.ohio.gov>.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When the Contractor advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Contractor has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited

to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or benefits for the Covered Services that were paid for by Delta Dental,
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed. Please note that Delta Dental's recovery pursuant to this section is subject to your rights as a subrogee as set forth in ORC Section 2323.44.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Ohio.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly

due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Insolvency

Delta Dental is not a member of any guaranty fund, and in the event of Delta Dental's insolvency, Enrollees are protected only to the extent that the hold harmless provision required by section 1751.13 of the Ohio Revised Code applies to the health care services rendered.

In the event of insolvency of Delta Dental, an Enrollee may be financially responsible for health care services rendered by a provider or health care facility that is not under contract with Delta Dental, whether or not Delta Dental authorized the use of the provider or health care facility.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: Kirch Group Technology Contract 2023

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity for emergency passage: To have an agreement in place for January 1, 2023 for information technology services.

This legislation will have three readings, but waive the 30 referendum period following passage.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION
TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2023 TO
DECEMBER 31, 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN
EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES
OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Kirch Group Technologies, LLC for the period of January 1, 2023 through December 31, 2023, for information technology services for the City of Reynoldsburg.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

See Exhibit A attached hereto and incorporated herein.

SECTION 2. That pursuant to section 175.01 (d) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is waived for the professional services provided by Kirch Group Technologies, LLC.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; and further the current agreement expires December 31, 2022; wherefore upon adoption by Council, this Ordinance shall be in effect on January 1, 2023 upon signature by the Mayor.

Contract Version 8.0.0_REY (2023)

Kirch Group Technology, LLC Service Agreement Contract

Submitted to:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068



Attachment: 2023 KGT Support Contract - SA Contract 8.0.0_REY (139-2022 : Kirch Group Technology Contract 2023)

Kirch Group Technology, LLC - Service Contract

This **Kirch Group Technology Service Agreement** (the "Agreement") is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company ("KGT") and the client whose name appears at the foot of this Agreement (the "Client").

Statement of Agreement:

1. **Agreement Basics.** Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on **Exhibit 1A**) and Covered Software (defined on **Exhibit 1B**) (Covered Hardware and Covered Software are collectively, the "Covered Items").
2. **Overview.** KGT's uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, pertaining to Covered Items, are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT. Should documentation be unavailable, KGT will perform a site audit (at an additional cost) to obtain the required information.
4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a "Tech") shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.
5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on **Exhibit 5**.
6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem the Client encounters, but KGT does represent that the Tech shall be provided to the Client as provided in this Agreement. Details of service limitations are included on **Exhibit 6**.
7. **Deliverables.** Working with Client's designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client's current IT environment as it pertains to Covered Items.
8. **Client Obligations.** For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on **Exhibit 8**.
9. **Term and Termination.** The Term of this Agreement shall commence on the effective date as defined in this Agreement. This period is also referred to as the "Term." This Agreement may be terminated by KGT prior to the Agreement End Date upon Client's failure to perform any of its obligations defined in § 8 or on **Exhibit 8**, including, but not limited to failure to discharge Client's financial obligations under this Agreement with fifteen (15) days of Client's receipt of a written notice of default. Additional reasons for termination of this agreement are described on **Exhibit 9**.
10. **Fees and Payments.** Client's fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on **Exhibit 10**. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. **Any amount not paid within thirty (30) days of the invoice's date shall be subject to an interest charge of eighteen percent (18%) per annum.** Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client's receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday – Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference.** Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.
12. **Entire Agreement.** This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and **Exhibit 6**) and sent to the party at the address appearing on **Exhibit 13**. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that, an electronic receipt for such email as received by the sender.
14. **Assigned Technician.** KGT will provide a technician to Client. This technician will operate under the guidelines as described in **Exhibit 14**.

IN WITNESS WHEREOF, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

TERM - Contract Effective Date: 1/1/2023 – 12/31/2023

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By: _____

John Stickel, Managing Member

Date: _____

Exhibit 1A:**“Covered Hardware:”**

Covered Hardware list will be provided to client in December 2022. Hardware changes are still being made and the list for now is not an accurate representation of the final list. Current list is available on the ARTS website.

Exhibit 1B:**“Covered Software:”**

Client Operating Systems (OS):

- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)
- Microsoft Windows 11 (Home, Pro, Enterprise)

Server Operating Systems (OS):

- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)
- Microsoft Windows Server 2022 (all)

Applications:

- Microsoft Office 2013
- Microsoft Office 2016
- Microsoft Office 2019
- Microsoft Office 365
- Microsoft Office 2021

NOTICE: KGT may charge extra if support is required on any device running an operating system that has passed the Vendor EOL (End of Life) date.

It is not possible for KGT to completely support all software; however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

Training is not included in the agreement. Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.

Exhibit 2:**“Menu of Services:”**

- a. Site Assessment
- b. IT Inventory and Management
- c. Scheduled Visits (either “on-site” or “remote”)
- d. Proactive Service
 - a. Check Server(s) for Errors
 - b. Verify Backups
 - i. KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
 - c. Verify Anti-Virus Software
- e. Technology Knowledge and Guidance
- f. Help Desk Support (including phone support)
- g. Covered Items Reliability Check
- h. Covered Items Basic Security Check
- i. Cost Management and Control (IT Budget Assistance; if asked by Client)

Exhibit 5:**“Contract Service Schedule:”**

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

Scheduled Visits. The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech’s performance of the scheduled maintenance covered by this Agreement. **Such schedule may be modified to reflect Covered Items changes.**

Scheduled Visits:

- a. This constitutes scheduled visits under this Agreement.
- b. Scheduled visits typically last between one and two hours.
 1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.
 2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least one business day prior to the start time for such scheduled visit.
 - A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.
 - B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client’s contact person. The technician will then proceed with the following services on applicable covered hardware.

Server Related Duties:

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

Personal Computer Related Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

Peripheral Related Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; **provided, that**, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.

ARTS Response Protocol.

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visits. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occur during KGT's normal business hours of which are listed on our website. Our offices are closed on all National Holidays. If support in response to an ARTS request is performed at Client's request "after normal business hours", Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

Software Support.

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

Upgrading or Replacing Hardware/Software.

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule. A separate labor fee shall be applied for major software upgrades or new installations. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Contract Price Schedule. Applicable sales tax shall be charged as required by applicable law.

Caveats: KGT recommends business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware, software, or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

Exhibit 6:**“Service Limitations:”**

- a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. No guarantee can be made that the issue will be resolved in the above stated time.
 - a. MODIFICATION FOR CITY OF REYNOLDSBURG:
 - i. Should the 911/Communications go down during business hours or After Hours, personal contact via cell phone to KGT Technician is permitted to facilitate immediate response. KGT will invoice client at current After Hours Rate should contact fall outside of normal KGT business hours.
- b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client’s business; excessive hardware and/or software quotes; emergency IT support outside normal business hours as define in the Agreement; **direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**; software training for Client’s employees; or reinstallation of server operating systems and programs.
- c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP’s, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

Exhibit 8:**“Client Obligations/Duties:”**

- a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT’s voicemail system. **Direct contact (e-mail, phone calls) with Tech(s) not KGT initiated** is not permitted and is subject to additional billing charges;
- b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);
- e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;
- f. **KGT will not install or service illegal software and Client’s installation and/or use of such illegal software may result in KGT’s termination of this Agreement;**
- g. Notify KGT regarding any software installed and purchased without consulting KGT;
- h. Advise Client’s staff on usage of ARTS and against direct Tech contact (for support initiation);
- i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;
- j. Advise KGT of the presence of mobile devices that connect to Client’s network or gather company email;
- k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client’s environment;
- l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client’s environment.

Exhibit 9:**“Agreement Terms and Termination Details:”**

- a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client’s obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.
- b. If the Agreement End Date arrives or if the Agreement is terminated earlier due to Client’s failure to comply with all its obligations found in § 8 of this Agreement (and **Exhibit 8**), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT’s opinion, its obligations under § 8 of this Agreement (and **Exhibit 8**).
- c. If the nature of Client’s business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.
- d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.

Exhibit 10:**“Contract Price Schedule:”****Service Agreement:**

Payment Schedule: Quarterly

Payment Amount: \$36,950.00

Invoice Date(s): 1/1/2023, 4/1/2023, 7/1/2023, 10/1/2023

Total Payment for Entire 2023 Contract: \$147,800.00

Support Ticketing System:

Payment Schedule: Quarterly

Payment Amount: \$1,050.00

Invoice Date(s): 1/1/2023, 4/1/2023, 7/1/2023, 10/1/2023

Total Payment for Entire 2023 Contract: \$4,200.00

Note: Above prices do not include any applicable taxes.

Exhibit 13:**“Addresses, E-mail Addresses and Telephone Numbers:”****Client Address and Business Phone:**

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

PH: (614)322-6800

Client Primary Contact (and secondary if applicable):

Sandra Boller
sboller@ci.reynoldsburg.oh.us

Exhibit 14:**“Assigned Technician:”**

Should the details below contradict other statements made above in the contract, the details below take priority.

- a. KGT will provide an assigned technician for Client. This technician will operate outside the current limitations of this contract. Technician will provide routine IT services as expected from a Network Administrator. No additional fees will be billed to the Client for services provided by this technician.
- b. Total technician time will be 24 hours per week. Hours will be reduced when Client offices are closed according to Holiday Schedule. This contract includes ten (10) hours of After-Hours Support per contract year provided by the assigned technician. Routine, scheduled service, outside of normal business hours does not count as After-Hours Support. Routine, scheduled service, outside of normal business hours is included in the contract.
- c. KGT will make a reasonable effort to provide the same technician. Should this technician be unavailable, KGT will provide an alternate technician as to keep the above schedule.
- d. Assigned technician will not be limited to on-site hours only. Should any emergencies arise, assigned technician will be responsible for handling the issue. Should the emergency (not scheduled) arise outside of normal business hours, the included ten (10) hours of After-Hours Support will be used. Once used completely, the Client will be invoiced at the current After-Hours Rate. Any unused hours may not be carried forward to another contract year.
- e. Assigned technician will have a cell phone and can be contacted by Client at any time, understanding this could result in additional billing (according to rules above).

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: November 28, 2022****TO: Development, Parks and Recreation Committee****RE: Purchase cameras, licenses, material and installation \$33,118.82**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Requesting emergency passage at the second reading.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH SILCO FIRE & SECURITY TO PURCHASE TWO CAMERAS, CAMERA
LICENSES, AND RELATED EQUIPMENT FOR THE REYNOLDSBURG PARKS AND
RECREATION DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg Parks and Recreation Department requests authorization to purchase and install Silco Fire and Security cameras and related equipment for Civic Park; and

WHEREAS, the total not to exceed cost of the camera's, related equipment and installation of thirty-three thousand, one hundred eighteen dollars and eighty-two cents (\$33,118.82); and

WHEREAS, the funds are available from the 2022 Budget; and

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone**

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said cameras and related equipment and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase and install cameras and related equipment not to exceed \$33,118.82.

SECTION 2. That an amount of \$33,118.82 is available as part of the Parks and Recreation Department 2022 Budget.

SECTION 3. That pursuant to section 175.01 (d) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is waived for the professional services provided by Silco Fire & Security.

SECTION 4. That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the City to utilize these funds and complete the project prior to the end of 2022; wherefore upon adoption by the Council, this Ordinance shall be in effect upon the signature of the Mayor.



2345 Southwest Blvd., Columbus, OH 43123
 PHONE: (614) 449-2101 FAX: (614) 782-6207

Email: service@silcofs.com

Website: www.silcofs.com

CONTACT: Donna Bauman
COMPANY: City Of Reynoldsburg
ADDRESS: Parks and Rec Dept
PHONE: (614) 832-1426

November 17, 2022

Email: dbauman@ci.reynoldsburg.oh.us

Bid Proposal is as follows:

Add Cameras to Civic Park

- 3 – Inaxsys / Exacq Camera Licenses
- 2 – 4 sensor 360 Degree camera 4K
- 1 – 4K Outdoor Bullet Camera Varifocal
- 1 – Panasonic Edge License Plate recognition AI software
- 1 – Network Switch
- 1 – 8TB Hard Drive (Additional Storage)
- 1000 – Ft Fiber with LC connectors
- 2 – Fiber SFP modules
- 2 – 16' Pole Aluminum 4" Direct Burial
- 2 – Pole Camera Mounts
- 1 – Outdoor Nema Enclosure for Electric and Network Switch
- 2 – Pole Mount for Nema enclosure
- 2 – 6AWG wire for electric outlet
- 1 – 10AWG wire for Ground
- 1 – Conduit and Fittings
- 1 – Wire and Connectors
- 1 – Labor to Install

Total: \$33,118.82

Underground Directional boring PROVIDED By Other. (RMW Drilling)
Permit fees will passed through if needed.

Terms & Conditions

1. Payment Terms: or other Agreement
 - 50% down payment with order (Must be received before equipment is ordered)
 - 50% upon completion (Must be received before final test)
2. The quoted price is valid for 60 days and **does not include** tax and permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. For water based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
4. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
5. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
6. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.
7. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers. If phone lines are going to be used for monitoring, they need to be POTS phone lines (not VOIP). Customer is required to install RJ31X jack(s) upstream from any phone system in compliance with NFPA 72 and extend phone line(s) from DMARC to the fire alarm communicator location.

8. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
9. Installation will start upon approval of plans by authority having jurisdiction. Silco will notify the customer when permit has been issued.
10. Revisions to original approved design will be billed separately, including any AHJ required changes.
11. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
12. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA. For Ansul clean agent fire suppression systems, see Ansul's terms and conditions regarding Ansul's Environmental and Evergreen Warranties.
13. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, *then Silco's liability shall be limited to Maximum of Silco's available primary insurance policy coverage..* Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
14. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
15. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
16. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
17. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
18. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Title)

Silco Fire and Security _____ Monty Mills

Monty Mills

Development Department

Melissa Butler

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: November 28, 2022

TO: Development, Parks and Recreation Committee

RE: Waggoner Road Townhome Plat Approval

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE WAGGONER ROAD TOWNHOME DEVELOPMENT, AND DECLARING AN EMERGENCY

WHEREAS, John Spagnolo submitted the Waggoner Road townhome development final plat consisting of 9.1 acres for approval; and

WHEREAS, the Planning Commission met on November 3, 2022, reviewed and approved the preliminary development plan for Waggoner Road townhome development.

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

SECTION 1: That the final plat for Waggoner Road townhome development, particularly parcel numbers 060-008195, 060-009282, and 060-000208.

SECTION 2: That the City Engineer has certified that the Waggoner Road townhome development plan meets all requirements of storm water and design requirements.

Development Department**Melissa Butler****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

SECTION 3: That said the final plat for Waggoner Road townhome development is attached as Exhibit A and are made a part herein.

SECTION 4: That this Ordinance is to be deemed an emergency measure necessary for the health, safety, and welfard of the City and to allow the developer of the project to move forward; wherefore upon adoption by the Council, this Ordinance shall be in effect upon the signature of the Mayor.

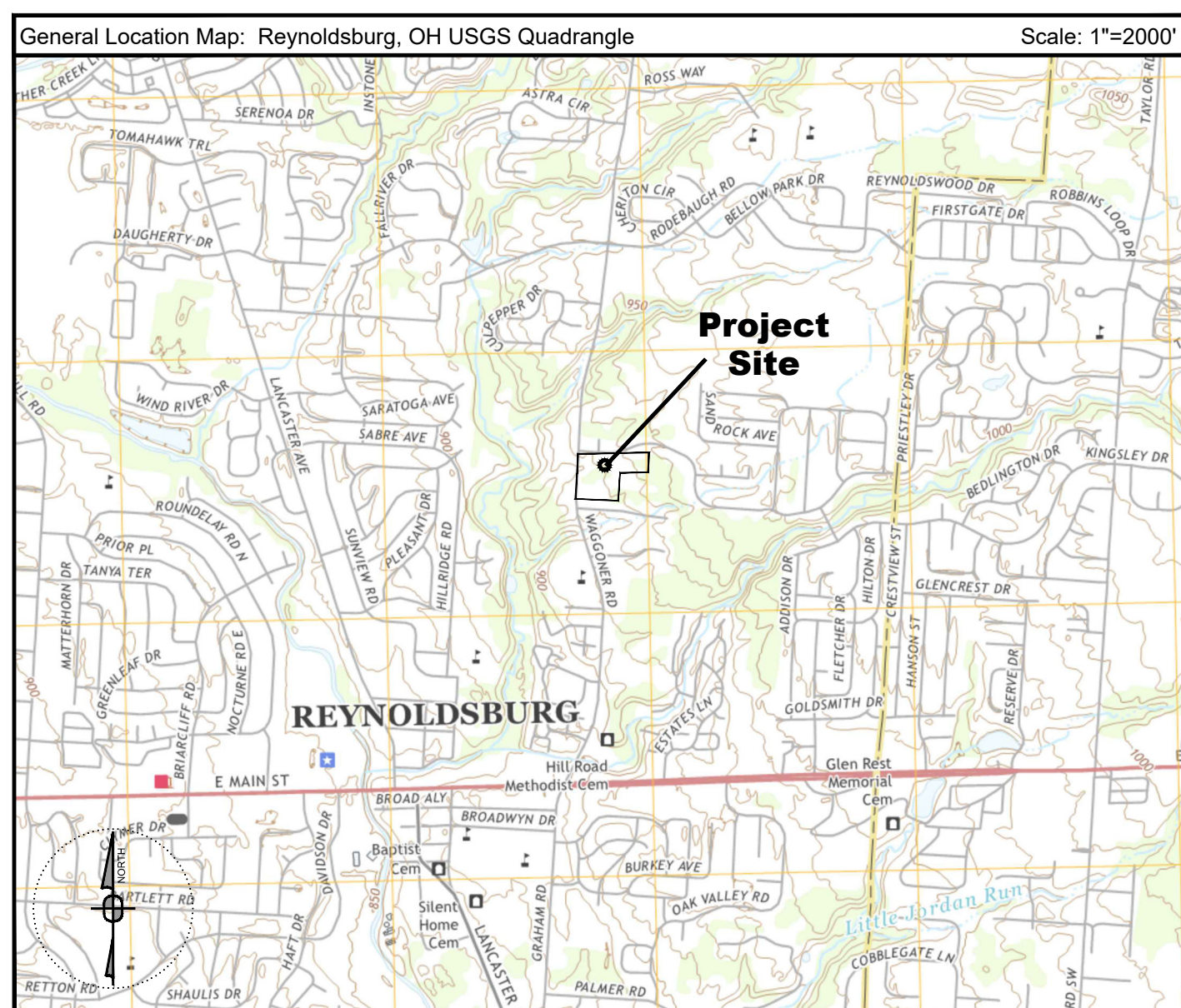
FINAL SUBDIVISION AND LAND DEVELOPMENT PLANS

WILSON RIDGE

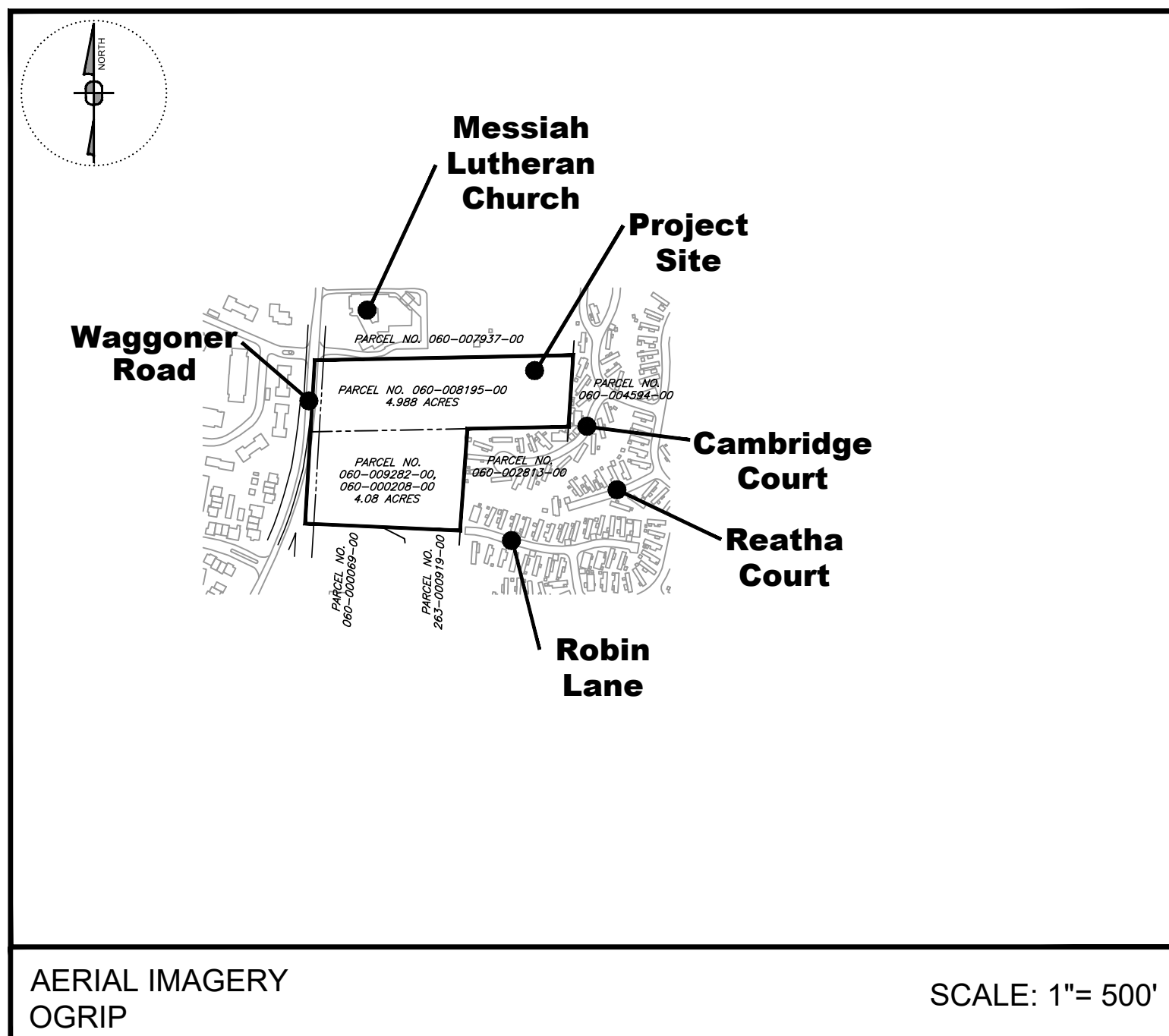
TOWNHOME DEVELOPMENT

Plot, Grade & Utility plan

VICINITY MAP



SITE LOCATION MAP



City of Reynoldsburg, County of Franklin, State of Ohio

Prepared For:

Waggoner Road Development, LLC

257 Grove City Road
Slippery Rock, PA 16057
John Spagnolo - 412-841-9657
johns@sandyhilldev.com

Preliminary Submission Date: January 13, 2021

Preliminary Resubmission Date: March 22, 2021

Final Submission Date: October 14, 2021

Final Resubmission Date: December 7, 2021

Final Resubmission Date: February 17, 2022

Final Resubmission Date: March 21, 2022

Final Resubmission Date: April 7, 2022

Signatures below signify only concurrence with the general purpose and general location of the project. All technical details remain the responsibility of the engineer preparing the plan.

APPROVED BY:

Director of Public Service
City of Reynoldsburg, Ohio

City Engineer
City of Reynoldsburg, Ohio

Superintendent of Water/Wastewater Division
City of Reynoldsburg, Ohio

Superintendent of Street Division
City of Reynoldsburg, Ohio

Chief of Fire Department
Fire District Name

Planning & Zoning Administrator
City of Reynoldsburg, Ohio

Floodplain Administrator
City of Reynoldsburg, Ohio

Note: Approval on the part of the City of Columbus is given pursuant to the provisions of the Sewer Service Agreement with the City of Reynoldsburg, Ohio, on November 7, 2002; Ordinance No. 2201-94, and all subsequent amendments thereof.

City of Columbus signatures below signify only concurrence with the general purpose and general location of the project. All technical details remain the responsibility of the engineer preparing the plan. Approval of Sanitary Sewers Only.

Administrator, Division of Sewerage & Drainage
City of Columbus, Ohio

Director, Department of Public Utilities
City of Columbus, Ohio

Prepared By:

Sheffler & Company, Inc.
ENGINEERING • SURVEYING

1712 Mount Nebo Road
Sewickley, PA 15143

Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

SHEET NO.	STANDARD DRAWINGS LIST
C411	CASING PIPE, SPACERS, & END SEALS (WA-17)
C701	TYPICAL SHARED-USE PATH PAVEMENT (R-20)
C702	PAVEMENT REPLACEMENTS FOR DRIVEWAYS (R-3)
C702	PAVEMENT REPLACEMENT (TEMPORARY) (R-4)
C702	PAVEMENT DESIGN SPECIFICATIONS FOR PUBLIC AND PRIVATE STREETS (R-18)
C702	STREET NAME SIGN (R-19)
C702	STANDARD ALLEY / ACCESS DRIVE APPROACH (R-12)
C702	TYPE 1 BEDDING FOR FLEXIBLE SEWER PIPE (SA-1/ST-1)
C703	TYPE "C" MANHOLE (SA-3/ST-3)
C703	PRECAST MANHOLES (SA-4/ST-4)
C703	MANHOLE STEP (SA-6/ST-6)
C703	36-IN MANHOLE FRAME & COVER FOR SANITARY MANHOLE (SA-7)
C703	LID FOR TYPE "C" SANITARY MANHOLE (SA-8)
C703	MODIFIED HEIGHT MANHOLE FRAME GROUND RIM (SA-9)
C703	24-IN BOLT-DOWN FRAME & COVER (SA-10)
C703-C704	TYPICAL SANITARY SERVICE CONNECTION, RISER, AND CLEANOUT (SA-11)
C704	TYPICAL SERVICE RISER (SA-12)
C704	INSIDE DROP & OUTSIDE DROP FOR MANHOLES (SA-13)
C704	STANDARD CATCH BASIN (ST-13)
C704	24-IN CAST IRON FRAME & COVER FOR STORM MANHOLE (ST-7)
C704	GRATED LID FOR STORM MANHOLE (ST-8)
C704	36-IN MANHOLE FRAME & COVER FOR STORM MANHOLE (ST-9)
C705	TYPE 1 BEDDING FOR FLEXIBLE WATER PIPE (6-IN TO 10-IN) & DUCTILE IRON WATER PIPE (6-IN TO 24-IN) (WA-1)
C705	INSTALLATION OF POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE (WA-2)
C705	INSTALLATION OF POLYETHYLENE ENCASEMENT FOR SERVICE TAPS, AIR RELEASE VALVES, BLOW-OFFS, & SIMILAR APPURTENANCES (WA-3)
C705	3/4-IN THROUGH 2-IN COPPER WATER SERVICE (WA-4)
C705	3/4-IN THROUGH 2-IN PLASTIC WATER SERVICE (WA-4A)
C705	CONCRETE VALVE SUPPORTS (WA-5)
C705	CONCRETE BACKING FOR HORIZONTAL BENDS (WA-6)
C705	CONCRETE BACKING FOR VERTICAL BENDS (OVER BENDS ONLY) (WA-7)
C706	CONCRETE BACKINGS FOR TEES (WA-8)
C706	HEAVY DUTY VALVE BOX (TRAFFIC TYPE) (WA-9)
C706	TYPICAL TYPE "A" FIRE HYDRANT (WA-10)
C706	TYPICAL TYPE "A" FIRE HYDRANT SETTINGS (DOUBLE VALVE SET UP IN CURB) (WA-11)
C706	TYPICAL FIRE HYDRANT SETTING TYPE "B" & TYPE "B" MODIFIED FOR MECHANICAL JOINT TEES (WA-12)
C706	TYPICAL FIRE HYDRANT SETTING (TO ELIMINATE EXCESSIVE BURY) (WA-13)
C706	STAINLESS STEEL TAPPING SLEEVE (WA-15)
C707	WATER SERVICE IN CUL-DE-SACS (WA-16)
C707	INTERIOR METER SETTING FOR WATER METERS 5/8-IN TO 1-IN (WA-25)
C707	TYPICAL AUXILIARY METER SETTING (WA-25A)
C707	INTERIOR METER SETTINGS 1-1/2-IN AND LARGER (WA-26)
C707	TYPICAL METER SETTING WITH BACKFLOW PREVENTER (INSIDE BUILDING ONLY) 2-IN THROUGH 12-IN METERS (WA-27)
C707	BACKFLOW PREVENTER SETTING FOR DOUBLE CHECK & REDUCED PRESSURE ASSEMBLIES (WA-28)
C707	BACKFLOW PREVENTER SETTING INSTALLATION RULES (WA-28)
C708	PRECAST CONCRETE METER PIT 3-IN METER & LARGER (WA-29)
C708	FIRE SERVICE WITH DOMESTIC WATER SERVICE METER SETTING (WA-30)
C708	DOUBLE CHECK DETECTOR ASSEMBLY FOR FIRE SERVICE ONLY 3-IN THROUGH 18-IN (WA-31)
C708	DOUBLE CHECK DETECTOR ASSEMBLY FOR FIRE SERVICE ONLY 3/4-IN THROUGH 2-IN (WA-32)
C708	TYPICAL RESIDENTIAL INSTALLATION OF PRESSURE VACUUM BREAKER FOR IRRIGATION SYSTEM (WA-33)

DRAWING SCHEDULE

SHEET NO.	DRAWING TITLE
C000	Title Sheet
C100	Existing Conditions Survey
PLAT 1 of 4	Wilson Ridge Townhome Subdivision Plat (Title Sheet)
PLAT 2 of 4	Wilson Ridge Townhome Subdivision Plan (Lot Subdivision)
PLAT 3 of 4	Wilson Ridge Townhome Subdivision Plan (Drainage Easements)
PLAT 4 of 4	Wilson Ridge Townhome Subdivision Plan (Sanitary & Utility Easements)
C200	Site / Grading Plan
C210	Street Profiles
C300	Storm Sewer Plan
C310	Storm Sewer Profiles
C400	Sanitary Sewer / Utility Plan
C410	Sanitary Sewer Profiles
C411	Water Line Profiles
C700-C708	General Notes & Site Details
C1000	Landscape Plan
C1100	Builder Planting Options
C1200	Traffic Circulation Plan
C1300	Building Elevations
C1400	Lighting Plan

NOTES:

- ANY AND ALL CONSTRUCTION WORK RELATED TO EARTH MOVING OR OTHER EXCAVATION SHALL ONLY BE PERFORMED UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER, OR OTHER APPROVED PROFESSIONAL REPRESENTATIVE, WITH KNOWLEDGE AND EXPERIENCE IN THE INTERPRETATION OF ALL ISSUES RELATED TO GEOTECHNICAL ENGINEERING AND CONSTRUCTION ACTIVITIES.
- SANITARY SEWER MEETS OR EXCEEDS CITY OF COLUMBUS DESIGN STANDARDS (INCLUDING PER CAPITA FLOW, PEAKING FACTOR, AND I/I ALLOWANCE) AND MATERIAL SPECIFICATIONS.

Gary Sheffler, Jr., PE No. E-87291

Date

Gary A. Sheffler, PS No. 8480

Date

EQUIVALENT RESIDENTIAL UNITS

1 EQUIVALENT RESIDENTIAL UNIT (ERU) = 2,530 SQ. FT.
1 - 22'x42' UNIT = 924 SQ. FT., 1 - 24'x40' UNIT = 960 SQ. FT.

20 - 22'x42' UNIT = 18,480 SQ. FT.
61 - 24'x40' UNIT = 58,560 SQ. FT.

IMPERVIOUS AREAS (ROADS, SIDEWALKS, ETC.) = 100,250 SQ. FT.

WILSON RIDGE ERUs = 70.07 ERU

CC-19674

C000



ZONING INFORMATION:		
TRURO TOWNSHIP DOES NOT PROVIDE ZONING SERVICES NOR ISSUE BUILDING PERMITS. WITHIN THE CITY LIMITS OF REYNOLDSBURG, THE ZONING JURISDICTION WOULD BE WITH THE REYNOLDSBURG PLANNING & ZONING DEPARTMENT. THE ZONING RESTRICTIONS ARE LISTED BELOW.		
THE SUBJECT PREMISES LIES WITHIN THE (SR) ZONING DISTRICT (SUBURBAN RESIDENTIAL DISTRICT).		
ZONING DISTRICT: (SR) SUBURBAN RESIDENTIAL		
MAX. BUILDING HEIGHT: 35 FEET MAXIMUM		
MIN. LOT AREA: N/A		
MIN. LOT WIDTH: 50 FEET		
MIN. LOT DEPTH: 100 FEET		
MIN. LOT FRONTAGE: 50 FEET		
MIN. FRONT YARD: 20 FEET		
MIN. SIDE YARD: 8 FEET MIN., 20 FEET MIN. AGGREGATE		
MIN. REAR YARD: 30 FEET		
MAX. LOT COVERAGE: 60% INCLUDING IMPERVIOUS AREAS		
ZONING INFORMATION WAS OBTAINED FROM:		
THE CITY OF REYNOLDSBURG WEBSITE: www.ci.reynoldsburg.oh.us/departments/development/zoning-information.asp ZONING ADMINISTRATOR EMILY WHEELER, ZONING ADMINISTRATOR CITY OF REYNOLDSBURG 2332 EAST MAIN STREET REYNOLDSBURG, OH 43068 PH: (614) 322-6829		
UTILITY SERVICE INFORMATION:		
TELEPHONE: CHARTER COMMUNICATIONS	ELECTRIC COMPANY: AEP OHIO (USIC)	
FIBER OPTIC: BLACK & VEATCH	GAS: COLUMBIA GAS OF OHIO COLUMBUS DIVISION	
FIBER OPTIC: MCI	SANITARY SEWER: CITY OF REYNOLDSBURG WATERWASTEWATER DEPT.	
WATER: CITY OF REYNOLDSBURG WATERWASTEWATER DEPT.		

REVISIONS		
NO.	DESCRIPTION	APPROVAL/DATE

LEGEND:

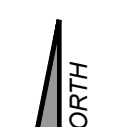
GUY WIRE	—GW—GW—GW—	CABLE TV MARKER	—C—C—C—C—
FENCE LINE	—X—X—X—X—X—	CATCH BASIN	—CB—CB—CB—CB—
U/G ELECTRIC	—E—E—E—E—E—	CABLE TV PEDESTAL	—C—C—C—C—C—
U/G COMM	—COM—COM—COM—COM—	ELECTRIC MARKER	—EM—EM—EM—EM—
STREAM	—S—S—S—S—S—	ELECTRIC METER	—EM—EM—EM—EM—
TREELINE	—T—T—T—T—T—	ELECTRIC MANHOLE	—EM—EM—EM—EM—
PROPERTY ADJONER	—PA—PA—PA—PA—PA—	ELECTRIC VAULT	—EV—EV—EV—EV—
SUBJECT PROPERTY	—SP—SP—SP—SP—SP—	FIBER-OPTIC MARKER	—FOM—FOM—FOM—FOM—
PROPERTY EASEMENT	—PE—PE—PE—PE—PE—	FIRE HYDRANT	—FH—FH—FH—FH—
ROAD CENTERLINE	—RC—RC—RC—RC—RC—	GAS VALVE	—GV—GV—GV—GV—
ROAD LEGAL R/W	—RL—RL—RL—RL—RL—	GAS METER	—GM—GM—GM—GM—
MAJOR CONTOUR	—1400—1400—1400—1400—	GAS VALVE	—GV—GV—GV—GV—
MINOR CONTOUR	—OH—OH—OH—OH—OH—	GUY ANCHOR	—GA—GA—GA—GA—
OVERHEAD LINES	—OH—OH—OH—OH—OH—	GUY POLE	—GP—GP—GP—GP—
GAS UTILITY	—G—G—G—G—G—	SANITARY UTILITY	—SAN—SAN—SAN—SAN—
SANITARY UTILITY	—SAN—SAN—SAN—SAN—	STORM UTILITY	—S—S—S—S—S—
STORM UTILITY	—S—S—S—S—S—	WATER UTILITY	—W—W—W—W—W—
WATER UTILITY	—W—W—W—W—W—	ELECTRIC UTILITY	—E—E—E—E—E—
ELECTRIC UTILITY	—E—E—E—E—E—	COMM UTILITY	—COM—COM—COM—COM—
COMM UTILITY	—COM—COM—COM—COM—	FIBER OPTIC	—FO—FO—FO—FO—
FIBER OPTIC	—FO—FO—FO—FO—		



Know what's below.
Call before you dig.

OUUPS SER. #: DESIGN - B035600494-00B
DIG - B035600498-00B

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



Horizontal Scale

0 40' 80'

(Feet)

1 inch = 40 ft.

Date:	Revision Description:	By:	Professional Seal	Prepared By:
01/05/2021	LAND DEVELOPMENT SUBMITTAL #1	RLS		
03/22/2021	LAND DEVELOPMENT SUBMITTAL #2	RLS		
10/14/2021	FINAL SUBMITTAL TO CITY #1	RLS		
12/07/2021	FINAL SUBMITTAL TO CITY #2	RLS		
02/17/2022	FINAL SUBMITTAL TO CITY #3	ASB		
03/21/2022	FINAL SUBMITTAL TO CITY #4	ASB		
04/07/2022	FINAL SUBMITTAL TO CITY #5	ASB		



STATE OF OHIO
GARY A. SHEFFLER
PROFESSIONAL SURVEYOR



Sheffler & Company, Inc.
ENGINEERING • SURVEYING

1712 Mount Nebo Road
Sewickley, PA 15143

Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

Property Address: 1220-1222 S. Waggoner Road
Franklin County PID Nos. 060-008195-00 & 060-00928200

Prepared For:

Waggoner Road Development, LLC

Situate In:

City of Reynoldsburg & Truro Township, Franklin County, State of Ohio
Section 8, Township 16, Range 20, Refugee Lands

Existing Conditions Survey

DRAWING SCALE: 1"=40'	DRAWN BY: MNR	Sheet No.
DATE ISSUED: 01/05/21	REVIEWED BY: GAS	
PROJECT JOB#: 3771	FIELD BOOK #: 3771	
CADD#: 3771-Waggoner Rd-Ex. Cond. Plan.dwg		

Waggoner Road Development, LLC

Attn: John Spagnolo
257 Grove City Road
Slippery Rock, PA 16057
Phone: 412-841-9657

Packet Pg. 119

Final Subdivision Plans

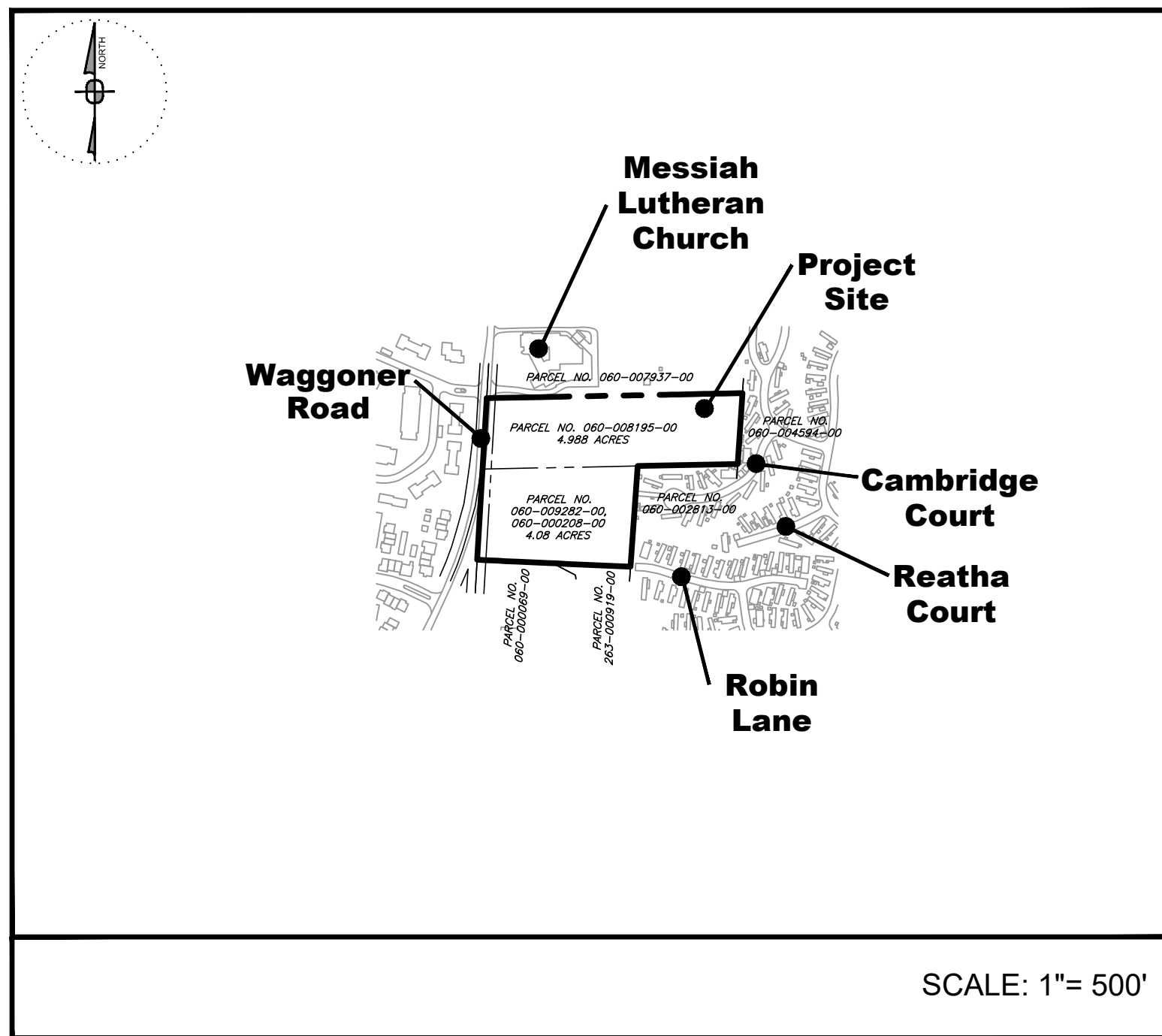
Wilson Ridge

Townhome Development

Plot Plan

City of Reynoldsburg, County of Franklin, State of Ohio

SITE VICINITY MAP



Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, located in Half Section 8, Township 16, Range 20, Refugee Lands, and containing 9.068 acres of land, more or less, all of that tract of land conveyed to the WAGGONER ROAD DEVELOPMENT, LLC, by deed of record in Instrument Number: _____, all references being to those of record in the Records Office, Franklin County, Ohio.

The undersigned, WAGGONER ROAD DEVELOPMENT, LLC, by JOHN SPAGNOLO, JR., Member, owner of the land plotted herein, duly authorized in the premises by action of the respective Board of Directors, do hereby certify the attached plot correctly represents the WILSON RIDGE TOWNHOME DEVELOPMENT, a subdivision of Lot 1-A to 1-E, Lot 2-A to 2-C, Lot 3-A to 3-F, Lot 4-A to 4-F, Lot 5-A to 5-F, Lot 6-A to 6-F, Lot 7-A to 7-F, Lot 8-A to 8-F, Lot 9-A to 9-F, Lot 10-A to 10-F, Lot 11-A to 11-F, Lot 12-A to 12-D, Lot 13-A to 13-E, Lot 14-A to 14-E, Lot 15-A to 15-E, inclusive, and areas delineated as Reserve "A" and Reserve "B", do hereby accept this plot of same and dedicate to public use as such, all or part of, Waggoner Road shown hereon and not heretofore dedicated.

WAGGONER ROAD DEVELOPMENT, LLC, in recording this PLAT of the Wilson Ridge Townhome Development, has designated a certain area of land as reserve, which may contain but not be limited to private streets, open space, drainage easements, and walking, all of which are intended for use by the owners of the fee simple titles to the lots and reserve areas in the Wilson Ridge Townhome Development. Reserve "B" is not hereby dedicated for the use by the general public but is hereby reserved for the common use and enjoyment of the owners of the fee simple titles to the lots and reserve areas in the Wilson Ridge Townhome Development.

The owners of the fee simple titles to lots 1-A thru 15-E, and areas designated as Reserve "A" and Reserve "B", shall have and are hereby granted a sp.-exclusive right-of-way and easement for access to and from public streets, in and over said Reserve "B" to be shared with the owners of the fee simple titles to each other of said lots 1-A thru 15-E, all inclusive, and areas designated as Reserve "A" and Reserve "B", and with the owners of the fee simple titles to the lots and reserve areas in existing and future sections of the Wilson Ridge Townhome Development.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement" or "Pedestrian Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections and adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating, and maintaining major storm water drainage swales and/or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Reynoldsburg City Engineer.

In Witness Whereof, JOHN SPAGNOLO, JR., as a member, respectively of said WAGGONER ROAD DEVELOPMENT, LLC, have hereunto set his hand this _____ day of _____, 20____.

WITNESS
WAGGONER ROAD DEVELOPMENT, LLC
By: _____
JOHN SPAGNOLO, JR. Member

STATE OF OHIO }
COUNTY OF FRANKLIN }SS:

Before me, a Notary Public in and for said County, personally appeared JOHN SPAGNOLO, JR., as a member respectively, of said WAGGONER ROAD DEVELOPMENT, LLC, who acknowledge the signing of the foregoing instrument to be their voluntary act and deed and voluntary corporate act and deed of WAGGONER ROAD DEVELOPMENT, LLC for the uses and purposes therein expressed.

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

My Commission Expires _____
(Notary Public) Franklin County, Ohio

Prepared For:

Waggoner Road Development, LLC

257 Grove City Road
Slippery Rock, PA 16057
John Spagnolo - 412-841-9657
johns@sandyhilldev.com

REQUESTED VARIANCES					
BUILDING	UNIT	LOT WIDTH (MIN 50')	LOT FRONTAGE (MIN 50')	LOT DEPTH (MIN 100')	SIDE SETBACK (MIN 5')
1	A	43.14'	140.13'	96.38'	AT PARTY WALL
1	B	22.00'	22.00'	96.07'	AT PARTY WALL
1	C	22.00'	22.00'	95.76'	AT PARTY WALL
1	D	22.00'	22.00'	95.45'	AT PARTY WALL
1	E	22.96'	25.50'	95.45'	AT PARTY WALL
2	A	27.89'	18.26'	96.03'	AT PARTY WALL
2	B	22.10'	22.18'	120.56'	AT PARTY WALL
2	C	29.49'	17.76'	114.79'	AT PARTY WALL
3	A	42.78'	34.96'	102.00'	AT PARTY WALL
3	B	22.00'	22.00'	102.00'	AT PARTY WALL
3	C	22.00'	22.00'	102.00'	AT PARTY WALL
3	D	22.00'	22.00'	102.00'	AT PARTY WALL
3	E	22.00'	22.00'	102.00'	AT PARTY WALL
3	F	30.00'	30.00'	102.00'	AT PARTY WALL
4	A	40.52'	42.52'	102.00'	AT PARTY WALL
4	B	22.00'	22.00'	102.00'	AT PARTY WALL
4	C	22.00'	22.00'	102.00'	AT PARTY WALL
4	D	22.00'	22.00'	102.00'	AT PARTY WALL
4	E	22.00'	22.00'	102.00'	AT PARTY WALL
4	F	30.16'	133.58'	102.00'	CORNER LOT
5	A	34.00'	28.56'	98.00'	AT PARTY WALL
5	B	22.00'	22.00'	98.00'	AT PARTY WALL
5	C	22.00'	22.00'	98.00'	AT PARTY WALL
5	D	22.00'	22.00'	98.00'	AT PARTY WALL
5	E	22.00'	22.00'	98.00'	AT PARTY WALL
5	F	30.16'	30.16'	98.00'	AT PARTY WALL
6	A	34.00'	34.00'	98.00'	AT PARTY WALL
6	B	22.00'	22.00'	98.00'	AT PARTY WALL
6	C	22.00'	22.00'	98.00'	AT PARTY WALL
6	D	22.00'	22.00'	98.00'	AT PARTY WALL
6	E	22.00'	22.00'	98.00'	AT PARTY WALL
6	F	34.00'	22.00'	98.00'	AT PARTY WALL
7	A	34.00'	34.00'	98.00'	AT PARTY WALL
7	B	22.00'	22.00'	98.00'	AT PARTY WALL
7	C	22.00'	22.00'	98.00'	AT PARTY WALL
7	D	22.00'	22.00'	98.00'	AT PARTY WALL
7	E	22.00'	22.00'	98.00'	AT PARTY WALL
7	F	44.47'	67.90'	98.00'	AT PARTY WALL
8	A	34.00'	27.57'	95.00'	AT PARTY WALL
8	B	22.00'	22.00'	95.00'	AT PARTY WALL
8	C	22.00'	22.00'	95.00'	AT PARTY WALL
8	D	22.00'	22.00'	95.00'	AT PARTY WALL
8	E	22.00'	22.00'	95.00'	AT PARTY WALL
8	F	34.00'	34.00'	95.00'	AT PARTY WALL
9	A	34.00'	34.00'	95.00'	AT PARTY WALL
9	B	22.00'	22.00'	95.00'	AT PARTY WALL
9	C	22.00'	22.00'	95.00'	AT PARTY WALL
9	D	22.00'	22.00'	95.00'	AT PARTY WALL
9	E	22.00'	22.00'	95.00'	AT PARTY WALL
9	F	34.00'	34.00'	95.00'	AT PARTY WALL

REQUESTED VARIANCES					
BUILDING	UNIT	LOT WIDTH (MIN 50')	LOT FRONTAGE (MIN 50')	LOT DEPTH (MIN 100')	SIDE SETBACK (MIN 5')
10	A	28.15'	28.15'	95.00'	AT PARTY WALL
10	B	22.00'	22.00'	95.00'	AT PARTY WALL
10	C	22.00'	22.00'	95.00'	AT PARTY WALL
10	D	22.00'	22.00'	95.00'	AT PARTY WALL
10	E	22.00'	22.00'	95.00'	AT PARTY WALL
10	F	39.85'	39.85'	95.00'	AT PARTY WALL
11	A	34.00'	34.00'	95.00'	AT PARTY WALL
11	B	22.00'	22.00'	95.00'	AT PARTY WALL
11	C	22.00'	22.00'	95.00'	AT PARTY WALL
11	D	22.00'	22.00'	95.00'	AT PARTY WALL
11	E	22.00'	22.00'	95.00'	AT PARTY WALL
11	F	52.00'	137.04'	95.00'	CORNER LOT
12	A	50.86'	52.45'	153.13'	AT PARTY WALL
12	B	22.00'	22.00'	153.13'	AT PARTY WALL
12	C	22.00'	22.00'	153.13'	AT PARTY WALL
12	D	32.00'	32.00'	153.13'	AT PARTY WALL
13	A	136.17'	43.03'	104.73'	AT PARTY WALL
13	B	22.00'	22.00'	104.73'	AT PARTY WALL
13	C	22.00'	22.00'	104.73'	AT PARTY WALL
13	D	22.00'	22.00'	104.73'	AT PARTY WALL
13	E	148.89'	44.15'	104.73'	CORNER LOT
14	A	136.59'	44.09'	92.50'	AT PARTY WALL
14	B	22.00'	22.00'	92.50'	AT PARTY WALL
14	C	22.00'	22.00'	92.50'	AT PARTY WALL
14	D	22.00'	22.00'	92.50'	AT PARTY WALL
14	E	124.83'	43.02'	92.50'	CORNER LOT
15	A	136.52'	43.02'	92.50'	AT PARTY WALL
15	B	22.00'	22.00'	92.50'	AT PARTY WALL
15	C	22.00'	22.00'	92.50'	AT PARTY WALL
15	D	22.00'	22.00'	92.50'	AT PARTY WALL
15	E	44.09'	44.09'	92.50'	CORNER LOT

Approved this _____ day of _____, 20____.

Chairman, Planning Commission Reynoldsburg, Ohio

Approved this _____ day of _____, 20____.

City Engineer and Director of Public Service Reynoldsburg, Ohio

Approved and accepted this _____ day of _____, 20____, by Ordinance No. _____, wherein all of Waggoner Road shown dedicated hereon are accepted as such, by the Council for the City of Reynoldsburg, Ohio.

City Clerk Reynoldsburg, Ohio

Mayor Reynoldsburg, Ohio

Transferred this _____ day of _____, 20____.

Auditor Franklin County, Ohio

Filed for record this _____ day of _____, 20____.

at _____, Fee \$_____ File No. _____

Deputy Auditor Franklin County, Ohio

Recorder Franklin County, Ohio

Recorded this _____ day of _____, 20____.

Plat Book _____ Page _____

Deputy Recorder Franklin County, Ohio

SURVEY CERTIFICATION

I, Gary A. Sheffler, P.L.S. No. 8480, do hereby certify that this plat represents a complete survey and that the monuments shown exist as located or will be set following construction and all dimensional and geodetic details are correct.

By: _____

Gary A. Sheffler, P.L.S. No. 8480

PROPOSED PARCEL AREA TABLE							
PARCEL	AREA	PARCEL	AREA	PARCEL	AREA	PARCEL	AREA
LOT 1-A	0.096 AC.	LOT 5-B	0.049 AC.	LOT 8-E	0.048 AC.	LOT 12-B	0.077 AC.
LOT 1-B	0.049 AC.	LOT 5-C	0.049 AC.	LOT 8-F	0.074 AC.	LOT 12-C	0.077 AC.
LOT 1-C	0.048 AC.	LOT 5-D	0.049 AC.	LOT 9-A	0.074 AC.	LOT 12-D	0.112 AC.
LOT 1-D	0.048 AC.	LOT 5-E	0.049 AC.	LOT 9-B	0.048 AC.	LOT 13-A	0.100 AC.
LOT 1-E	0.068 AC.	LOT 5-F	0.068 AC.	LOT 9-C	0.048 AC.	LOT 13-B	0.053 AC.
LOT 2-A	0.105 AC.	LOT 6-A	0.076 AC.	LOT 9-D	0.048 AC.	LOT 13-C	0.053 AC.
LOT 2-B	0.065 AC.	LOT 6-B	0.049 AC.	LOT 9-E	0.048 AC.	LOT 13-D	0.053 AC.
LOT 2-C	0.183 AC.	LOT 6-C	0.049 AC.	LOT 9-F	0.074 AC.	LOT 13-E	0.106 AC.
LOT 3-A	0.135 AC.	LOT 6-D	0.049 AC.	LOT 10-A	0.061 AC.	LOT 14-A	0.094 AC.
LOT 3-B	0.052 AC.	LOT 6-E	0.049 AC.	LOT 10-B	0.048 AC.	LOT 14-B	0.047 AC.
LOT 3-C	0.052 AC.	LOT 6-F	0.076 AC.	LOT 10-C	0.048 AC.	LOT 14-C	0.047 AC.
LOT 3-D	0.052 AC.	LOT 7-A	0.076 AC.	LOT 10-D	0.048 AC.	LOT 14-D	0.047 AC.
LOT 3-E	0.052 AC.	LOT 7-B	0.049 AC.	LOT 10-E	0.048 AC.	LOT 14-E	0.088 AC.
LOT 3-F	0.070 AC.	LOT 7-C	0.049 AC.	LOT 10-F	0.087 AC.	LOT 15-A	0.088 AC.
LOT 4-A	0.095 AC.	LOT 7-D	0.049 AC.	LOT 11-A	0.074 AC.	LOT 15-B	0.047 AC.
LOT 4-B	0.052 AC.	LOT 7-E	0.049 AC.	LOT 11-B	0.048 AC.	LOT 15-C	0.047 AC.
LOT 4-C	0.052 AC.	LOT 7-F	0.083 AC.	LOT 11-C	0.048 AC.	LOT 15-D	0.047 AC.
LOT 4-D	0.052 AC.	LOT 8-A	0.075 AC.	LOT 11-D	0.048 AC.	LOT 15-E	0.094 AC.
LOT 4-E	0.052 AC.	LOT 8-B	0.048 AC.	LOT 11-E	0.048 AC.	RESERVE A	2.230 AC.
LOT 4-F	0.101 AC.	LOT 8-C	0.048 AC.	LOT 11-F	0.107 AC.	RESERVE B	1.094 AC.
LOT 5-A	0.073 AC.	LOT 8-D	0.048 AC.	LOT 12-A	0.163 AC.	DEDICATION PUBLIC RIGHT OF WAY	0.387 AC.

FEMA NOTE:
AT THE TIME OF PLATTING, BY GRAPHIC PLOTTING ONLY, THE SUBJECT PREMISES IS IN THE FOLLOWING FLOOD ZONES: ZONE "AE" AND ZONE "X" AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR FRANKLIN COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39049C0358K WITH EFFECTIVE DATE OF JUNE 17, 2008.

ZONE "AE"

(BASE FLOOD ELEVATIONS DETERMINED)

ZONE "X"

(AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN)

BASIS OF BEARING:
BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AS OBSERVED IN OHIO SOUTH STATE PLANE COORDINATE SYSTEM, NAD 83. HORIZONTAL CONTROL SHOWN HEREON IS OHIO SOUTH STATE PLANE NAD 83. COUNTY MONUMENTS RM28 & FCG15 WERE OBSERVED WITH A BEARING OF N6°53'4"E BETWEEN MEASUREMENTS.

SOURCE OF DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 5/8" IN DIAMETER, 30" IN LENGTH WITH A PLASTIC I.D. CAP BEARING THE STAMP "PERMANENT MARKER SHEFFLER".

PERMANENT MARKERS:
PERMANENT MARKERS, WHERE INDICATED HEREON UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE SOLID IRON REBAR, § 1" IN DIAMETER, 30" IN LENGTH, ENCASED IN 6" DIAMETER CONCRETE, AND THEN CAPPED WITH AN ALUMINUM CAP BEARING THE STAMP "SURVEY MONUMENT".

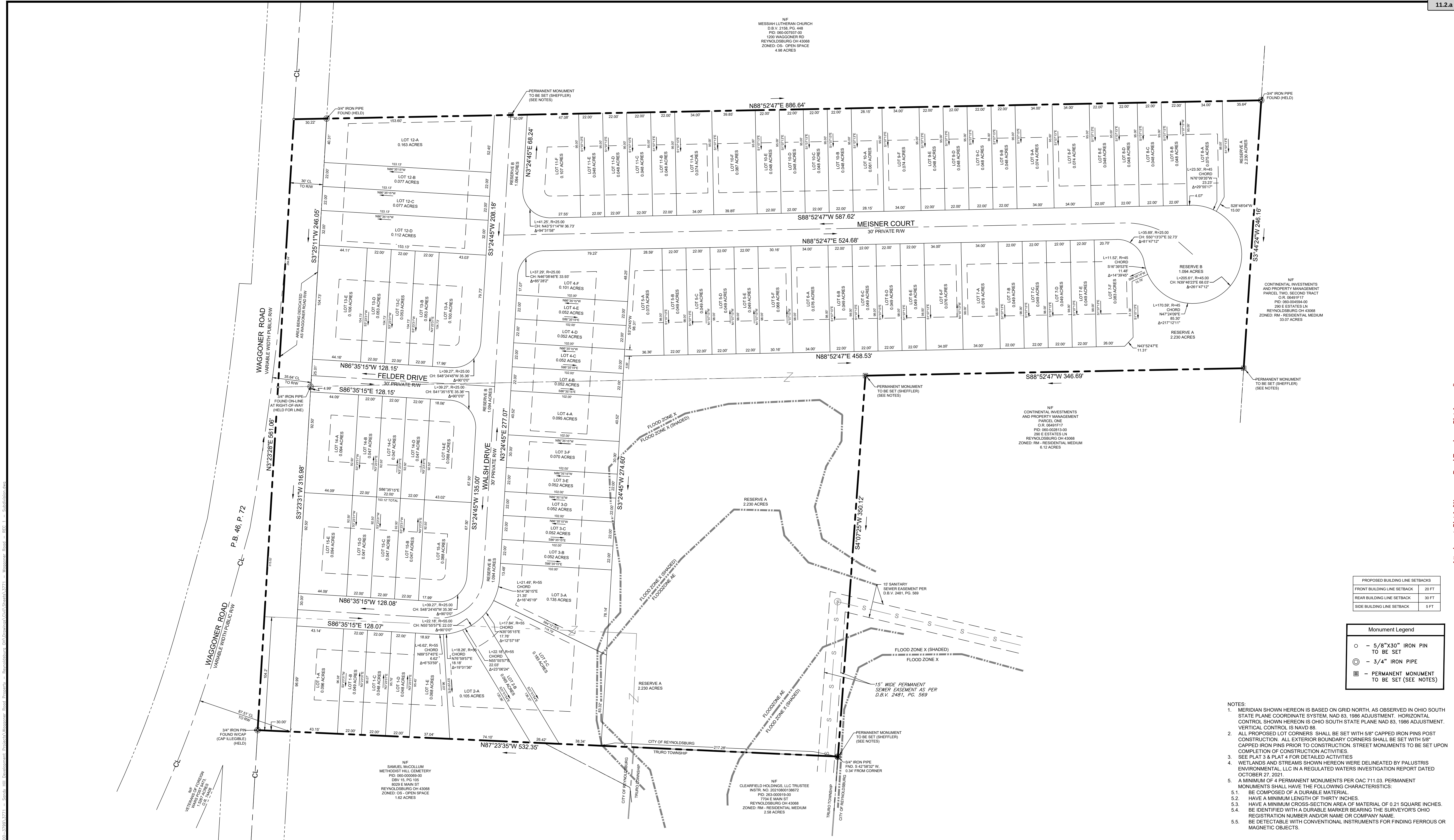
GENERAL NOTE:
RESERVE "A" PARCEL IS TO BE OWNED AND MAINTAINED BY WILSON RIDGE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OPEN SPACE AND DRAINAGE EASEMENTS. RESERVE "B" IS TO BE OWNED AND MAINTAINED BY WILSON RIDGE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF ACCESS TO THE PUBLIC ROADWAY FOR THE DEVELOPMENT.

ZONING INFORMATION:

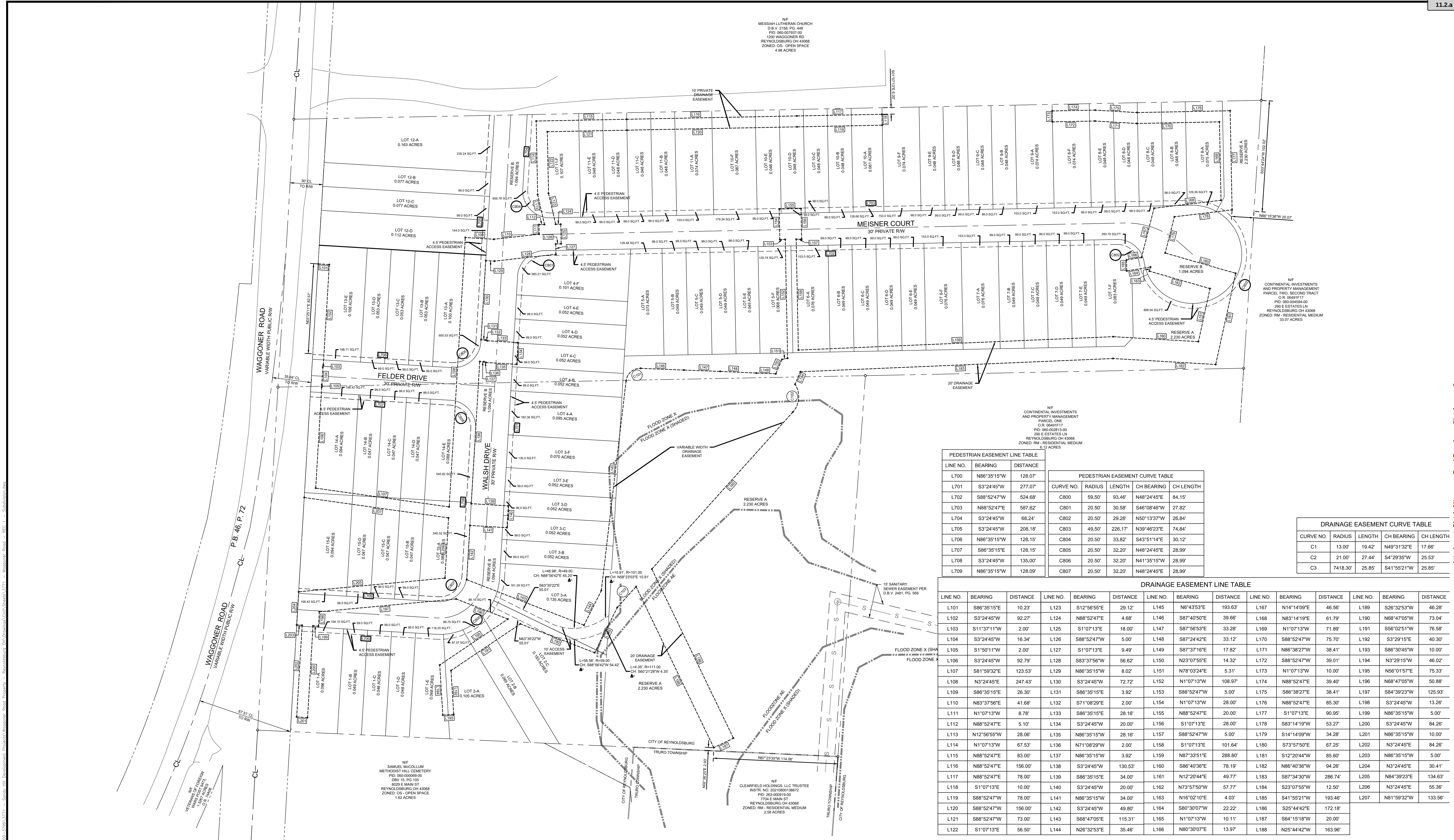
ZONING DISTRICT: (SR) SUBURBAN RESIDENTIAL
MAX. BUILDING HEIGHT: 35 FEET MAXIMUM
MIN. LOT AREA: N/A
MIN. LOT WIDTH: 50 FEET
MIN. LOT DEPTH: 100 FEET
MIN. LOT FRONTAGE: 50 FEET
MIN. FRONT YARD: 20 FEET
MIN. SIDE YARD: 5 FEET
MIN. REAR YARD: 30 FEET
MAX. LOT COVERAGE: 60% INCLUDING IMPERVIOUS AREAS

EXISTING PARCEL AREA TABLE	
PARCEL NO.	AREA
060-000208-00	0.819 AC.
060-008195-00	4.988 AC.
060-009282-00	3.261 AC.
RIGHT-OF-WAY (INCLUSIVE)	0.387 AC.
RESERVE AREA (SAN ESMT)	0.053 AC.
TOTAL PERIMETER AREA	9.068 AC.

PLAT
1 OF 4



POCS SER. #: DESIGN - B035600494-00B DIG - B035600489-00B THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.		Date:	Revision Description:	By:	Professional Seal	Prepared By:	Wilson Ridge Townhome Development (Lot Subdivision Detail) Prepared For: Waggoner Road Development, LLC Situate In: City of Reynoldsburg, County of Franklin, State of Ohio Section 7, Township 16, Range 20, Refugee Lands		Being a consolidation and subdivision of Parcel No. 06-008195-00, recorded in Instrument No. 201111160149513 & 060-00928200, recorded in Instrument No. 201111160149510.		<u>Waggoner Road Development, LLC</u> 257 Grove City Road Slippery Rock, PA 16067 johns@sandyhilldev.com
		01/13/2021	LAND DEVELOPMENT SUBMITTAL #1	RLS		Sheffler & Company, Inc. ENGINEERING • SURVEYING 1712 Mount Nebo Road Sewickley, PA 15143 Office Phone: 412-219-4509 Email: Info@ShefflerCo.com			DRAWING SCALE: 1" = 40'	DESIGNED BY: BUD	PLAT 2 OF 4
		03/22/2021	LAND DEVELOPMENT SUBMITTAL #2	RLS					DATE ISSUED: 01/15/2021	REVIEWED BY: GAS	
		10/14/2021	FINAL SUBMITTAL TO CITY #1	RLS					PROJECT JOB#: 3771	FIELD BOOK #: ---	
		12/07/2021	FINAL SUBMITTAL TO CITY #2	RLS					CADD#: 3771 - Waggoner Road - REC 1 - Subdivision.dwg	Packet Pg. 121	
		02/17/2022	FINAL SUBMITTAL TO CITY #3	ASB							
		03/21/2022	FINAL SUBMITTAL TO CITY #4	ASB							
		04/01/2022	FINAL SUBMITTAL TO CITY #5	ASB							
		06/07/2022	REVISED LOTS BASED ON NWR 22" WIDE BUILDINGS	RLS							
		09/28/2022	REVISED 2C / 3A LOT LINE	RLS							



PEDESTRIAN EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L700	N86°35'15"W	128.07'
L701	S3°24'45"W	277.07'
L702	S88°52'47"W	524.68'
L703	N88°52'47"E	587.62'
L704	S3°24'45"W	68.24'
L705	S3°24'45"W	208.18'
L706	N86°35'15"W	128.15'
L707	S86°35'15"E	128.15'
L708	S3°24'45"W	135.00'
L709	N86°35'15"W	128.09'

PEDESTRIAN EASEMENT CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C800	59.50'	93.46'	N48°24'45"E	84.15'
C801	20.50'	30.58'	S46°08'46"W	27.82'
C802	20.50'	29.26'	N50°13'37"W	26.84'
C803	49.50'	226.17'	N39°46'23"E	74.84'
C804	20.50'	33.82'	S43°51'14"E	30.12'
C805	20.50'	32.20'	N48°24'45"E	28.99'
C806	20.50'	32.20'	N41°35'15"W	28.99'
C807	20.50'	32.20'	N48°24'45"E	28.99'

DRAINAGE EASEMENT CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	13.00'	19.42'	N49°31'32"E	17.66'
C2	21.00'	27.44'	S4°29'35"W	25.53'
C3	7418.30'	25.85'	S41°52'21"W	25.85'

DRAINAGE EASEMENT LINE TABLE														
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L101	S86°35'15"E	10.23'	L123	S12°56'55"E	29.12'	L145	N6°43'53"E	193.63'	L167	N14°14'09"E	46.56'	L189	S26°32'53"W	46.28'
L102	S3°24'45"W	92.27'	L124	N88°52'47"E	4.68'	L146	S87°40'50"E	39.66'	L168	N83°14'19"E	61.79'	L190	N68°47'05"W	73.04'
L103	S11°37'11"W	2.00'	L125	S1°07'13"E	18.00'	L147	S87°56'53"E	33.28'	L169	N1°07'13"W	71.89'	L191	S56°02'51"W	76.58'
L104	S3°24'45"W	16.34'	L126	S88°52'47"W	5.00'	L148	S87°24'42"E	33.12'	L170	S88°52'47"W	75.70'	L192	S3°29'15"E	40.30'
L105	S1°50'11"W	2.00'	L127	S1°07'13"E	9.49'	L149	S87°37'16"E	17.82'	L171	N86°38'27"W	38.41'	L193	S86°30'45"W	10.00'
L106	S3°24'45"W	92.79'	L128	S83°37'56"W	56.62'	L150	N23°07'55"E	14.32'	L172	S88°52'47"W	39.01'	L194	N3°29'15"W	46.02'
L107	S81°59'32"E	123.53'	L129	N86°35'15"W	8.02'	L151	N78°03'24"E	5.31'	L173	N1°07'13"W	10.00'	L195	N56°01'57"E	75.33'
L108	N3°24'45"E	247.43'	L130	S3°24'45"W	72.72'	L152	N1°07'13"W	108.97'	L174	N88°52'47"E	39.40'	L196	N68°47'05"W	50.88'
L109	S86°35'15"E	26.30'	L131	S86°35'15"E	3.92'	L153	S88°52'47"W	5.00'	L175	S86°38'27"E	38.41'	L197	S84°39'23"W	125.93'
L110	N83°37'56"E	41.68'	L132	S71°08'29"E	2.00'	L154	N1°07'13"W	28.00'	L176	N88°52'47"E	85.30'	L198	S3°24'45"W	13.26'
L111	N1°07'13"W	8.78'	L133	S86°35'15"E	28.16'	L155	N88°52'47"E	20.00'	L177	S1°07'13"E	90.95'	L199	N86°35'15"W	5.00'
L112	N88°52'47"E	5.10'	L134	S3°24'45"W	20.00'	L156	S1°07'13"E	28.00'	L178	S83°14'19"W	53.27'	L200	S3°24'45"W	84.26'
L113	N12°56'55"W	28.06'	L135	N86°35'15"W	28.16'	L157	S88°52'47"W	5.00'	L179	S14°14'09"W	34.28'	L201	N86°35'15"W	10.00'
L114	N1°07'13"W	67.53'	L136	N71°08'29"W	2.00'	L158	S1°07'13"E	101.64'	L180	S73°57'50"E	67.25'	L202	N3°24'45"E	84.26'
L115	N88°52'47"E	83.00'	L137	N86°35'15"W	3.92'	L159	N87°33'51"E	288.80'	L181	S12°20'44"W	85.60'	L203	N86°35'15"W	5.00'
L116	N88°52'47"E	156.00'	L138	S3°24'45"W	130.53'	L160	S86°40'36"E	78.19'	L182	N86°40'36"W	94.26'	L204	N3°24'45"E	30.41'
L117	N88°52'47"E	78.00'	L139	S86°35'15"E	34.00'	L161	N12°20'44"E	49.77'	L183	S87°34'30"W	286.74'	L205	N84°39'23"E	134.63'
L118	S1°07'13"E	10.00'	L140	S3°24'45"W	20.00'	L162	N73°57'50"W	57.77'	L184	S23°07'55"W	12.50'	L206	N3°24'45"E	55.36'
L119	S88°52'47"W	78.00'	L141	N86°35'15"W	34.00'	L163	N16°02'10"E	4.03'	L185	S41°55'21"W	193.46'	L207	N81°59'32"W	133.56'
L120	S88°52'47"W	156.00'	L142	S3°24'45"W	49.80'	L164	S80°30'07"W	22.22'	L186	S25°44'42"E	172.18'			
L121	S88°52'47"W	73.00'	L143	S68°47'05"E	115.31'	L165	N1°07'13"W	10.11'	L187	S64°15'18"W	20.00'			
L122	S1°07'13"E	56.50'	L144	N26°32'53"E	35.46'	L166	N80°30'07"E	13.97'	L188	N25°44'42"W	163.96'			

POCS SER. #: DESIGN - B035600494-00B
DIG - B035600489-00B

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Horizontal Scale

(Feet)

1 inch = 40 ft.

Date:

01/13/2021	LAND DEVELOPMENT SUBMITTAL #1	RLS
03/22/2021	LAND DEVELOPMENT SUBMITTAL #2	RLS
10/14/2021	FINAL SUBMITTAL TO CITY #1	RLS
12/07/2021	FINAL SUBMITTAL TO CITY #2	RLS
02/17/2022	FINAL SUBMITTAL TO CITY #3	ASB
03/21/2022	FINAL SUBMITTAL TO CITY #4	ASB
04/07/2022	FINAL SUBMITTAL TO CITY #5	ASB
06/07/2022	REVISED LOTS BASED ON NWR 22" WIDE BUILDINGS	RLS
09/28/2022	REVISED 2C / 3A LOT LINE	RLS

Revision Description:

By:

Professional Seal

Prepared By:

Sheffler & Company, Inc.
ENGINEERING • SURVEYING

1712 Mount Nebo Road
Sewickley, PA 15143

Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

Wilson Ridge Townhome Development
(Drainage and Pedestrian Easement Description)

Prepared For:

Waggoner Road Development, LLC

Situate In:
City of Reynoldsburg, County of Franklin, State of Ohio
Section 7, Township 16, Range 20, Refugee Lands

Being a consolidation and subdivision of Parcel No. 06-008195-00, recorded in Instrument No. 201111160149513 & 060-00928200, recorded in Instrument No. 201111160149510.

DRAWING SCALE: 1" = 40'
DESIGNED BY: BUD
DATE ISSUED: 01/15/2021
REVIEWED BY: GAS

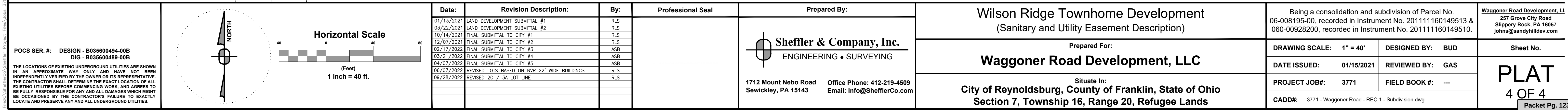
PROJECT JOB#: 3771
FIELD BOOK #: ---

CADD#: 3771 - Waggoner Road - REC 1 - Subdivision.dwg

Waggoner Road Development, LLC
257 Grove City Road
Slippery Rock, PA 16057
johns@gandyhilldev.com

Sheet No.

PLAT
3 OF 4
Packet Pg. 122





ARCHITECTS. ENGINEERS. PLANNERS.

October 25, 2022

Mr. Eric Meyer
Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Wilson Ridge: Preliminary and Final Plat

Mr. Meyer:

Enclosed is our review of materials for the above referenced application:

1. *Project Summary*

- a. The 9.1+/- acre partially wooded property made up of two parcels is located at 1220-1222 South Waggoner Road and lies within the Suburban Residential (SR) Zone. The plan is for 81 attached single family lots. "Dwelling-Attached Single Family" is listed as a conditional use in the SR zone. Each single-family unit is located on a fee simple lot sharing common walls within a townhome building configuration (Section 1103.27, A, Attached Single-Family Building).
- b. The applicant originally received conditional use approval of their "Dwelling-Attached Single Family" development from the BZBA in February 2021. A major site plan was approved by the Planning Commission in April of 2021. Since the previous conditional use permit expired in February 2022, the applicant filed and received approval from the BZBA for an extension of 6 months in May of 2022. The BZBA reviewed and approved on October 20, 2022, a request for variances to lot width, lot depth, lot frontage, and building setback.
- c. The applicant is simultaneously submitting a preliminary plat and a final plat for approval.

2. *Project Review*

After reviewing the Plot, Grade & Utility Plan documents (Sheet Numbers C000 to C1400) and the Plot Plan (Sheets 1-4) we have the following comments:

- a. The street naming table in Section 111.05, D, v. shows east-west streets under 1,000 feet in length Meisner Drive should be named Meisner Court.
- b. Buffer Requirements: Any residential use adjoining a property located in a residential zone operating with a conditional use requires a buffer zone of 15 ft. wide and shall include 1 tree per forty linear feet or fraction thereof and a continuous 6 ft. tall planting hedge, fence, wall, earth mound or combination thereof.
 - i. The site has been approved for a conditional use of attached single family residential. The adjacent zoning districts north and south are open space, and RM – Residential Medium.
 - ii. The buffer zone is provided along the north and east and south property lines, or along the rear lot line of the proposed lots within a common open space.
 - iii. The required trees and hedge is provided in all buffer zones.
- c. Street Trees: Street trees are required along all public streets. The plan provides street trees along Waggoner Road, but are outside of the right-of-way. The location is appropriate given the rural nature



of the Road, without curbs, and with the existing overhead power lines and underground gas line locations.

- i. Note on the street tree plan: plant key “HL” does not appear on the plant list.

3. Recommendations

- a. Approve the preliminary plat with the following conditions:
 - i. Provide the following information for acceptance of the preliminary plat where shown.
 1. Change the street name for Meisner Drive to Meisner Court on relevant sheets for the Plot, Grade & Utility Plan and the Plot Plan.
 2. Correct the street name on Sheet Number C1000 of the Plot, Grade & Utility Plan.

If you have any questions or comment, please feel free to contact us.

Very truly yours,

Kim Littleton

Kim C. Littleton, AICP
Senior Planner/Project Manager

Reynoldsburg

Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Received

AUG 12 2022

Reynoldsburg Building Division

App./Case#: 2022-5324

Date Submitted: 8/12/22

Fee Amount: \$4800.00

☒ Paid: CK

I. PROPERTY INFORMATION

LAND SUBDIVISION/PLAT APPLICATION

Property Address/Name of Plat:

1220-1222 Waggoner Road

Description of Location:

Parcel ID#(s):

060-008195, 060-009282, 060-000208

Number of Lots:

81

Complete Where Applicable:

Engineer/Surveyor: Sheffler Engineering

Builder/Developer: Wilson Ridge Development, LLC - Developer, Ryan Homes - Builder

II. PROPERTY OWNER OF RECORD

Property Owner Name(s):

Wilson Ridge Development, LLC

Property Owner Address:

257 Grove City Road, Slippery Rock, PA 16057

III. APPLICANT INFORMATION

Applicant Name:

John Spagnolo, Jr

Applicant Email:

johnse@sandyhilldev.com

Applicant Address:

257 Grove City Road, Slippery Rock, PA 16057

Applicant Phone Number:

724-901-1719



Property Owner



Business Owner/Tenant

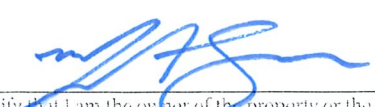


Contractor



Architect/Engineer

IV. PROJECT TYPE

Subdivision without Plat
(\$200 Residential/\$250 Non-Residential)Preliminary Plat
(\$750 + \$50 per lot)Final Plat
(\$500)Plat Modification/Vacation
(\$500)Applicant Signature: 

Date: 8-8-22

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information

☐ Historic District

Planning Com. Meeting

Date: _____

☐ Approved as Submitted

☐ Approved w/ Conditions

☐ Tabled

☐ Denied

City Council Meeting Date:

☐ Approved as Submitted

☐ Approved w/ Conditions

☐ Tabled

☐ Denied

P&Z Admin.: _____

Date: _____

Clerk of Council: _____

Date: _____

Reynoldsburg

Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Received

AUG 12 2022

Reynoldsburg Building Division

App./Case#: 2022-5325

Date Submitted: 8/12/22

Fee Amount: \$500.00

☒ Paid: CK

I. PROPERTY INFORMATION

LAND SUBDIVISION/PLAT APPLICATION

Property Address/Name of Plat:

1220-1222 Waggoner Road

Description of Location:

Parcel ID#(s):

060-008195, 060-009282, 060-000208

Number of Lots:

81

Complete Where Applicable:

Engineer/Surveyor: Sheffler Engineering

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Applicant Phone Number:

724-901-1719



Property Owner



Business Owner/Tenant



Contractor



Architect/Engineer

IV. PROJECT TYPE



Subdivision without Plat

(\$200 Residential/\$250 Non-Residential)



Preliminary Plat

(\$750 + \$50 per lot)



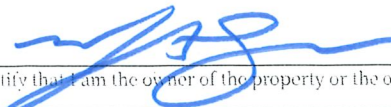
Final Plat

(\$500)



Plat Modification/Vacation

(\$500)

Applicant Signature: 

Date: 8.8.22

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information

☐ Historic District

Planning Com. Meeting

Date: _____

☐ Approved as Submitted☐ Approved w/ Conditions☐ Tabled☐ Denied

City Council Meeting Date: _____

☐ Approved as Submitted☐ Approved w/ Conditions☐ Tabled☐ Denied

P&Z Admin.: _____

Date: _____

Clerk of Council: _____

Date: _____

Final Subdivision Plans

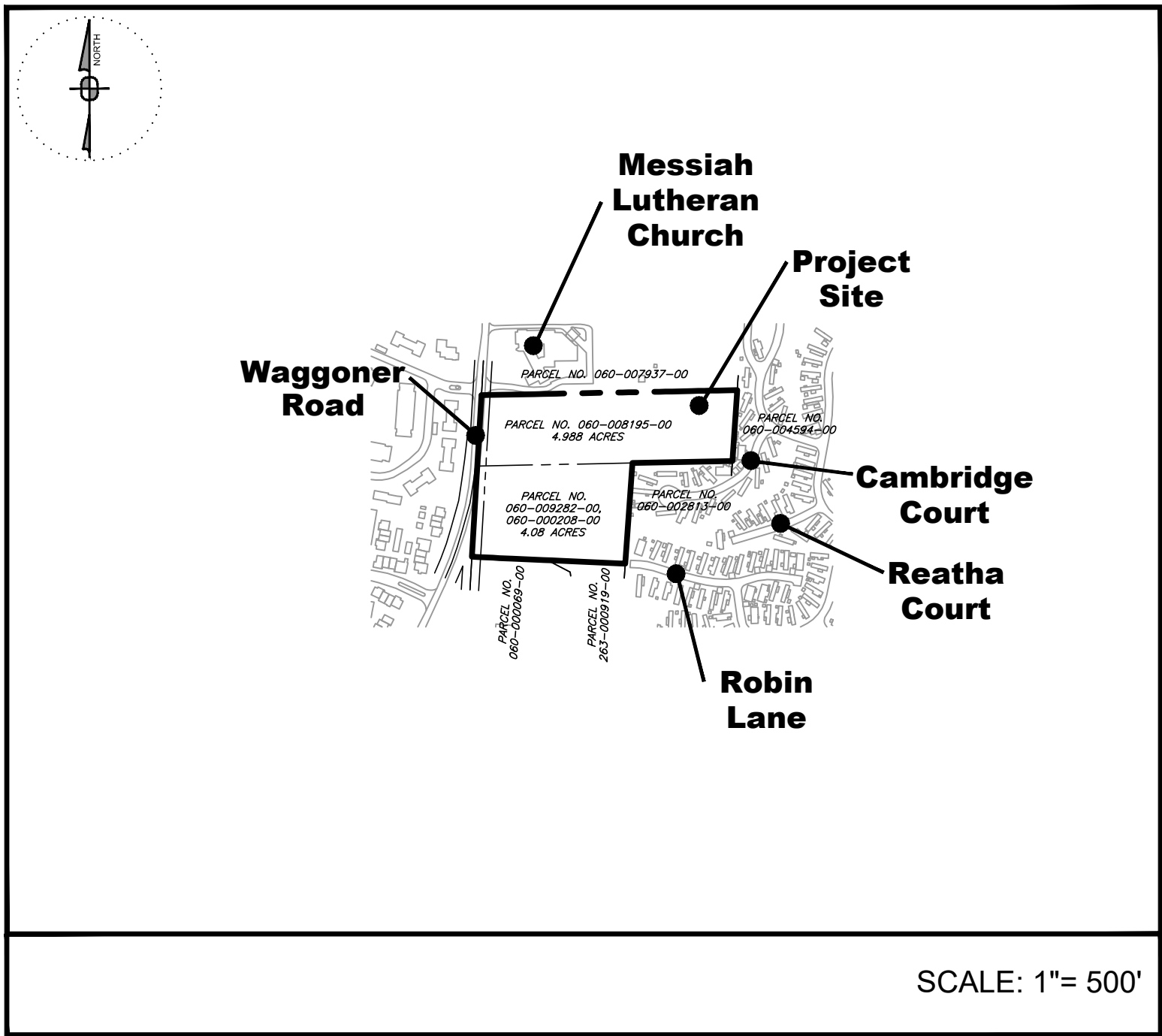
Wilson Ridge

Townhome Development

Plot Plan

City of Reynoldsburg, County of Franklin, State of Ohio

SITE VICINITY MAP



Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, located in Half Section 8, Township 16, Range 20, Refugee Lands, and containing 9.068 acres of land, more or less, all of that tract of land conveyed to the JAS BUILDERS, LLC, by deed of record in Instrument Number: _____, all references being to those of record in the Recorders Office, Franklin County, Ohio.

The undersigned, JAS BUILDERS, LLC, by JOHN SPAGNOLO, JR., Member, owner of the land platted herein, duly authorized in the premises by action of the respective Board of Directors, do hereby certify the attached plot correctly represents the WILSON RIDGE TOWNHOME DEVELOPMENT, a subdivision of Lot 1-A to 1-E, Lot 2-A to 2-C, Lot 3-A to 3-F, Lot 4-A to 4-F, Lot 5-A to 5-F, Lot 6-A to 6-F, Lot 7-A to 7-F, Lot 8-A to 8-F, Lot 9-A to 9-F, Lot 10-A to 10-F, Lot 11-A to 11-F, Lot 12-A to 12-D, Lot 13-A to 13-E, Lot 14-A to 14-E, Lot 15-A to 15-E, inclusive, and areas delineated as Reserve "A" and Reserve "B", do hereby accept this plot of same and dedicate to public use as such, all or part of, Waggoner Road shown hereon and not heretofore dedicated.

JAS BUILDERS, LLC, in recording this PLAT of the Wilson Ridge Townhome Development, has designated a certain area of land as reserve, which may contain but not be limited to private streets, open space, drainage easements, and walking, all of which are intended for use by the owners of the fee simple titles to the lots and reserve areas in the Wilson Ridge Townhome Development. Reserve "B", is not hereby dedicated for the use by the general public but is hereby reserved for the common use and enjoyment of the owners of the fee simple titles to the lots and reserve areas in the Wilson Ridge Townhome Development.

The owners of the fee simple titles to lots 1-A thru 15-E, and areas designated as Reserve "A" and Reserve "B", shall have and are hereby granted a sp.-exclusive right-of-way and easement for access to and from public streets, in and over said Reserve "B" to be shared with the owners of the fee simple titles to each other of said lots 1-A thru 15-E, all inclusive, and areas designated as Reserve "A" and Reserve "B", and with the owners of the fee simple titles to the lots and reserve areas in existing and future sections of the Wilson Ridge Townhome Development.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement" or "Pedestrian Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating, and maintaining major storm water drainage swales and/or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Reynoldsburg City Engineer.

In Witness Whereof, JOHN SPAGNOLO, JR., as a member, respectively of said JAS BUILDERS, LLC, have hereunto set his hand this _____ day of _____, 20____.

WITNESS
JAS BUILDERS, LLC
By: _____
JOHN SPAGNOLO, JR. Member

Before me, a Notary Public in and for said County, personally appeared JOHN SPAGNOLO, JR., as a member respectively, of said JAS BUILDERS, LLC, who acknowledge the signing of the foregoing instrument to be their voluntary act and deed and voluntary corporate act and deed of JAS BUILDERS, LLC for the uses and purposes therein expressed.

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

My Commission Expires _____
(Notary Public) Franklin County, Ohio

Prepared For:

Waggoner Road Development, LLC

257 Grove City Road
Slippery Rock, PA 16057
John Spagnolo - 412-841-9657
johns@sandyhilldev.com

Approved this _____ day of _____, 20____.

Chairman, Planning Commission Reynoldsburg, Ohio

Approved this _____ day of _____, 20____.

City Engineer and Director of Public Service Reynoldsburg, Ohio

Approved and accepted this _____ day of _____, 20____, by Ordinance No. _____, wherein all of Waggoner Road shown dedicated hereon are accepted as such, by the Council for the City of Reynoldsburg, Ohio.

City Clerk Reynoldsburg, Ohio Mayor Reynoldsburg, Ohio

Transferred this _____ day of _____, 20____.

Auditor Franklin County, Ohio

Filed for record this _____ day of _____, 20____.

Deputy Auditor Franklin County, Ohio

at _____, Fee \$_____, File No. _____

Recorder Franklin County, Ohio

Recorded this _____ day of _____, 20____.

Plat Book _____ Page _____ Deputy Recorder Franklin County, Ohio

SURVEY CERTIFICATION

I, Gary A. Sheffler, P.L.S. No. 8480, do hereby certify that this plat represents a complete survey and that the monuments shown exist as located or will be set following construction and all dimensional and geodetic details are correct.

By: _____

Gary A. Sheffler, P.L.S. No. 8480

Prepared By:

Sheffler & Company, Inc.
ENGINEERING • SURVEYING
1712 Mount Nebo Road
Sewickley, PA 15143
Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

FEMA NOTE:
AT THE TIME OF PLATTING, BY GRAPHIC PLOTTING ONLY, THE SUBJECT PREMISES IS IN THE FOLLOWING FLOOD ZONES: ZONE "AE" AND ZONE "X" AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR FRANKLIN COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39049C0358K WITH EFFECTIVE DATE OF JUNE 17, 2008.

ZONE "AE"
(BASE FLOOD ELEVATIONS DETERMINED)
ZONE "X"
(AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN)

BASIS OF BEARING:
BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AS OBSERVED IN OHIO SOUTH STATE PLANE COORDINATE SYSTEM, NAD 83. HORIZONTAL CONTROL SHOWN HEREON IS OHIO SOUTH STATE PLANE NAD 83. COUNTY MONUMENTS RM28 & FCG15 WERE OBSERVED WITH A BEARING OF N6°53'4"E BETWEEN MEASUREMENTS.

SOURCE OF DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 5/8" IN DIAMETER, 30" IN LENGTH WITH A PLASTIC I.D. CAP BEARING THE STAMP "SURVEY MONUMENT".

PERMANENT MARKERS:
PERMANENT MARKERS, WHERE INDICATED HEREON UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE SOLID IRON REBAR, 1/2" IN DIAMETER, 30" IN LENGTH, ENCASED IN 6" DIAMETER CONCRETE, AND THEN CAPPED WITH AN ALUMINUM CAP BEARING THE STAMP "SURVEY MONUMENT".

GENERAL NOTE:
"RESERVE A" PARCEL IS TO BE OWNED AND MAINTAINED BY WILSON RIDGE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OPEN SPACE AND DRAINAGE EASEMENTS. "RESERVE B" IS TO BE OWNED AND MAINTAINED BY WILSON RIDGE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF ACCESS TO THE PUBLIC ROADWAY FOR THE DEVELOPMENT.

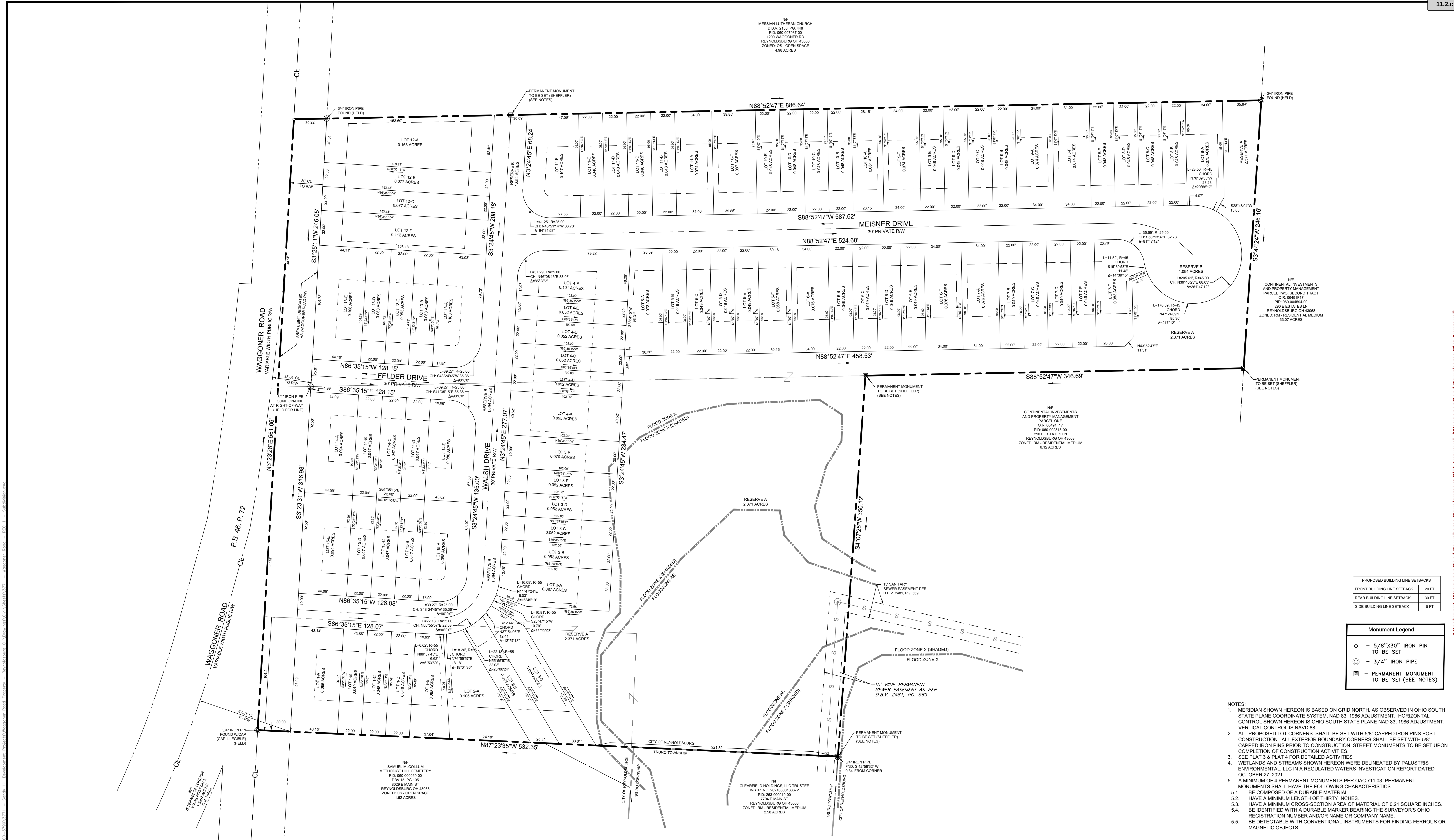
ZONING INFORMATION:

ZONING DISTRICT: (SR) SUBURBAN RESIDENTIAL
MAX. BUILDING HEIGHT: 35 FEET MAXIMUM
MIN. LOT AREA: N/A
MIN. LOT WIDTH: 50 FEET
MIN. LOT DEPTH: 100 FEET
MIN. LOT FRONTAGE: 50 FEET
MIN. FRONT YARD: 20 FEET
MIN. SIDE YARD: 5 FEET
MIN. REAR YARD: 30 FEET
MAX. LOT COVERAGE: 60% INCLUDING IMPERVIOUS AREAS

PROPOSED PARCEL AREA TABLE							
PARCEL	AREA	PARCEL	AREA	PARCEL	AREA	PARCEL	AREA
LOT 1-A	0.096 AC.	LOT 5-B	0.049 AC.	LOT 8-E	0.048 AC.	LOT 12-B	0.077 AC.
LOT 1-B	0.049 AC.	LOT 5-C	0.049 AC.	LOT 8-F	0.074 AC.	LOT 12-C	0.077 AC.
LOT 1-C	0.048 AC.	LOT 5-D	0.049 AC.	LOT 9-A	0.074 AC.	LOT 12-D	0.112 AC.
LOT 1-D	0.048 AC.	LOT 5-E	0.049 AC.	LOT 9-B	0.048 AC.	LOT 13-A	0.100 AC.
LOT 1-E	0.068 AC.	LOT 5-F	0.068 AC.	LOT 9-C	0.048 AC.	LOT 13-B	0.053 AC.
LOT 2-A	0.105 AC.	LOT 6-A	0.076 AC.	LOT 9-D	0.048 AC.	LOT 13-C	0.053 AC.
LOT 2-B	0.065 AC.	LOT 6-B	0.049 AC.	LOT 9-E	0.048 AC.	LOT 13-D	0.053 AC.
LOT 2-C	0.090 AC.	LOT 6-C	0.049 AC.	LOT 9-F	0.074 AC.	LOT 13-E	0.106 AC.
LOT 3-A	0.087 AC.	LOT 6-D	0.049 AC.	LOT 10-A	0.061 AC.	LOT 14-A	0.094 AC.
LOT 3-B	0.052 AC.	LOT 6-E	0.049 AC.	LOT 10-B	0.048 AC.	LOT 14-B	0.047 AC.
LOT 3-C	0.052 AC.	LOT 6-F	0.076 AC.	LOT 10-C	0.048 AC.	LOT 14-C	0.047 AC.
LOT 3-D	0.052 AC.	LOT 7-A	0.076 AC.	LOT 10-D	0.048 AC.	LOT 14-D	0.047 AC.
LOT 3-E	0.052 AC.	LOT 7-B	0.049 AC.	LOT 10-E	0.048 AC.	LOT 14-E	0.088 AC.
LOT 3-F	0.070 AC.	LOT 7-C	0.049 AC.	LOT 10-F	0.087 AC.	LOT 15-A	0.088 AC.
LOT 4-A	0.095 AC.	LOT 7-D	0.049 AC.	LOT 11-A	0.074 AC.	LOT 15-B	0.047 AC.
LOT 4-B	0.052 AC.	LOT 7-E	0.049 AC.	LOT 11-B	0.048 AC.	LOT 15-C	0.047 AC.
LOT 4-C	0.052 AC.	LOT 7-F	0.083 AC.	LOT 11-C	0.048 AC.	LOT 15-D	0.047 AC.
LOT 4-D	0.052 AC.	LOT 8-A	0.075 AC.	LOT 11-D	0.048 AC.	LOT 15-E	0.094 AC.
LOT 4-E	0.052 AC.	LOT 8-B	0.048 AC.	LOT 11-E	0.048 AC.	RESERVE A	2.371 AC.
LOT 4-F	0.101 AC.	LOT 8-C	0.048 AC.	LOT 11-F	0.107 AC.	RESERVE B	1.094 AC.
LOT 5-A	0.073 AC.	LOT 8-D	0.048 AC.	LOT 12-A	0.163 AC.	DEDICATION PUBLIC RIGHT OF WAY	0.387 AC.

EXISTING PARCEL AREA TABLE	
PARCEL NO.	AREA
060-000208-00	0.819 AC.
060-008195-00	4.988 AC.
060-009282-00	3.261 AC.
RIGHT-OF-WAY (INCLUSIVE)	0.387 AC.
RESERVE AREA (SAN ESMT)	0.053 AC.
TOTAL PERIMETER AREA	9.068 AC.

PLAT
1 OF 4



POCS SER. #: DESIGN - B035600494-00B
DIG - B035600489-00B

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Horizontal Scale

(Feet)

1 inch = 40 ft.

POCS SER. #: DESIGN - B035600494-00B
DIG - B035600489-00B

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Date:

Revision Description:

By:

Professional Seal

Prepared By:

Wilson Ridge Townhome Development
(Lot Subdivision Detail)

Prepared For:

Wagoner Road Development, LLC

Situate In:

City of Reynoldsburg, County of Franklin, State of Ohio
Section 7, Township 16, Range 20, Refugee Lands

Being a consolidation and subdivision of Parcel No. 06-008195-00, recorded in Instrument No. 201111160149513 & 060-00928200, recorded in Instrument No. 201111160149510.

DRAWING SCALE: 1" = 40'

DESIGNED BY: BUD

DATE ISSUED: 01/15/2021

REVIEWED BY: GAS

PROJECT JOB#: 3771

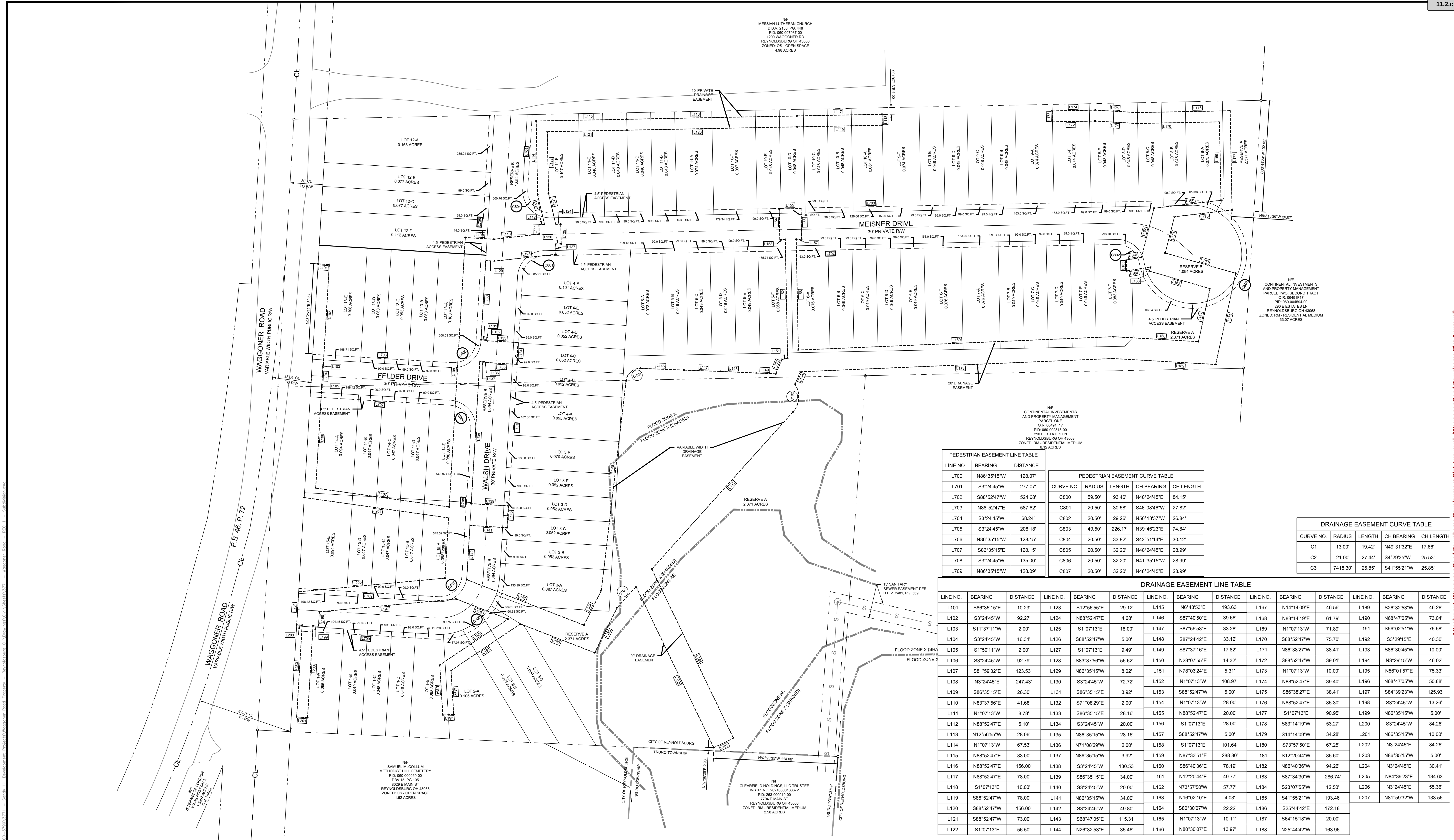
FIELD BOOK #: ---

CADD#: 3771 - Wagoner Road - REC 1 - Subdivision.dwg

Wagoner Road Development, LLC
257 Grove City Road
Slippery Rock, PA 16067
johns@sandyhilldev.com

Sheet No.

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PEDESTRIAN EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L700	N86°35'15"W	128.07'
L701	S3°24'45"W	277.07'
L702	S88°52'47"W	524.68'
L703	N88°52'47"E	587.62'
L704	S3°24'45"W	68.24'
L705	S3°24'45"W	208.18'
L706	N86°35'15"W	128.15'
L707	S86°35'15"E	128.15'
L708	S3°24'45"W	135.00'
L709	N86°35'15"W	128.09'

PEDESTRIAN EASEMENT CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C800	59.50'	93.46'	N48°24'45"E	84.15'
C801	20.50'	30.58'	S46°08'46"W	27.82'
C802	20.50'	29.26'	N50°13'37"W	26.84'
C803	49.50'	226.17'	N39°46'23"E	74.84'
C804	20.50'	33.82'	S43°51'14"E	30.12'
C805	20.50'	32.20'	N48°24'45"E	28.99'
C806	20.50'	32.20'	N41°35'15"W	28.99'
C807	20.50'	32.20'	N48°24'45"E	28.99'

DRAINAGE EASEMENT CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	13.00'	19.42'	N49°31'32"E	17.66'
C2	21.00'	27.44'	S4°29'35"W	25.53'
C3	7418.30'	25.85'	S41°52'21"W	25.85'

DRAINAGE EASEMENT LINE TABLE											
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L101	S86°35'15"E	10.23'	L123	S12°56'55"E	29.12'	L145	N6°43'53"E	193.63'	L167	N14°14'09"E	46.56'
L102	S3°24'45"W	92.27'	L124	N88°52'47"E	4.68'	L146	S87°40'50"E	39.66'	L168	N83°14'19"E	61.79'
L103	S11°37'11"W	2.00'	L125	S1°07'13"E	18.00'	L147	S87°56'53"E	33.28'	L169	N1°07'13"W	71.89'
L104	S3°24'45"W	16.34'	L126	S88°52'47"W	5.00'	L148	S87°24'42"E	33.12'	L170	S88°52'47"W	75.70'
L105	S1°50'11"W	2.00'	L127	S1°07'13"E	9.49'	L149	S87°37'16"E	17.82'	L171	N86°38'27"W	38.41'
L106	S3°24'45"W	92.79'	L128	S83°37'56"W	56.62'	L150	N23°07'55"E	14.32'	L172	S88°52'47"W	39.01'
L107	S81°59'32"E	123.53'	L129	N86°35'15"W	8.02'	L151	N78°03'24"E	5.31'	L173	N1°07'13"W	10.00'
L108	N3°24'45"E	247.43'	L130	S3°24'45"W	72.72'	L152	N1°07'13"W	108.97'	L174	N88°52'47"E	39.40'
L109	S86°35'15"E	26.30'	L131	S86°35'15"E	3.92'	L153	S88°52'47"W	5.00'	L175	S86°38'27"E	38.41'
L110	N83°37'56"E	41.68'	L132	S71°08'29"E	2.00'	L154	N1°07'13"W	28.00'	L176	N88°52'47"E	85.30'
L111	N1°07'13"W	8.78'	L133	S86°35'15"E	28.16'	L155	N88°52'47"E	20.00'	L177	S1°07'13"E	90.95'
L112	N88°52'47"E	5.10'	L134	S3°24'45"W	20.00'	L156	S1°07'13"E	28.00'	L178	S83°14'19"W	53.27'
L113	N12°56'55"W	28.06'	L135	N86°35'15"W	28.16'	L157	S88°52'47"W	5.00'	L179	S14°14'09"W	34.28'
L114	N1°07'13"W	67.53'	L136	N71°08'29"W	2.00'	L158	S1°07'13"E	101.64'	L180	S73°57'50"E	67.25'
L115	N88°52'47"E	83.00'	L137	N86°35'15"W	3.92'	L159	N87°33'51"E	288.80'	L181	S12°20'44"W	85.60'
L116	N88°52'47"E	156.00'	L138	S3°24'45"W	130.53'	L160	S86°40'36"E	78.19'	L182	N86°40'36"W	94.26'
L117	N88°52'47"E	78.00'	L139	S86°35'15"E	34.00'	L161	N12°20'44"E	49.77'	L183	S87°34'30"W	286.74'
L118	S1°07'13"E	10.00'	L140	S3°24'45"W	20.00'	L162	N73°57'50"W	57.77'	L184	S23°07'55"W	12.50'
L119	S88°52'47"W	78.00'	L141	N86°35'15"W	34.00'	L163	N16°02'10"E	4.03'	L185	S41°55'21"W	193.46'
L120	S88°52'47"W	156.00'	L142	S3°24'45"W	49.80'	L164	S80°30'07"E	22.22'	L186	S25°44'42"E	172.18'
L121	S88°52'47"W	73.00'	L143	S68°47'05"E	115.31'	L165	N1°07'13"W	10.11'	L187	S64°15'18"W	20.00'
L122	S1°07'13"E	56.50'	L144	N26°32'53"E	35.46'	L166	N80°30'07"E	13.97'	L188	N25°44'42"W	163.96'

POCS SER. #: DESIGN - B035600494-00B
DIG - B035600489-00B

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Horizontal Scale

(Feet)

1 inch = 40 ft.

Date:

01/13/2021	LAND DEVELOPMENT SUBMITTAL #1
03/22/2021	LAND DEVELOPMENT SUBMITTAL #2
10/14/2021	FINAL SUBMITTAL TO CITY #1
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02/17/2022	FINAL SUBMITTAL TO CITY #3
03/21/2022	FINAL SUBMITTAL TO CITY #4
04/07/2022	FINAL SUBMITTAL TO CITY #5
06/07/2022	REVISED LOTS BASED ON NWR 22" WIDE BUILDINGS

By:

RLS
RLS
RLS
ASB
ASB
RLS

Professional Seal

State of Ohio

GARY A. SHEFFLER

REGISTERED PROFESSIONAL SURVEYOR

Prepared By:

Sheffler & Company, Inc.

ENGINEERING • SURVEYING

1712 Mount Nebo Road
Sewickley, PA 15143

Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

Wilson Ridge Townhome Development
(Drainage and Pedestrian Easement Description)

Prepared For:

Waggoner Road Development, LLC

Situate In:

City of Reynoldsburg, County of Franklin, State of Ohio
Section 7, Township 16, Range 20, Refugee Lands

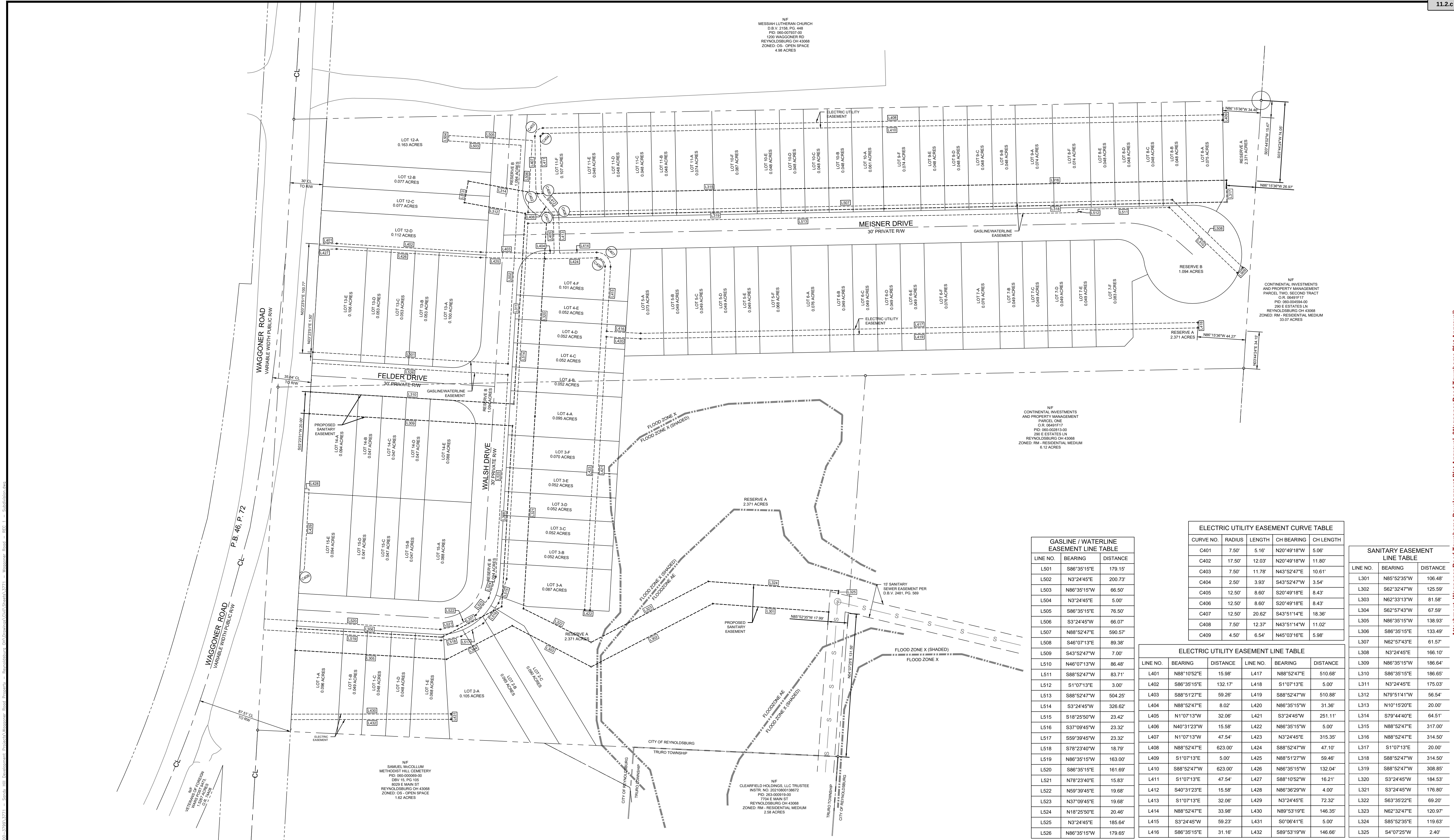
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Waggoner Road Development, LLC
257 Grove City Road
Slippery Rock, PA 16067
johns@gandyhilldev.com

Sheet No.

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Packet Pg. 130



GASLINE / WATERLINE EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L501	S86°35'15"E	179.15'
L502	N3°24'45"E	200.73'
L503	N86°35'15"W	66.50'
L504	N3°24'45"E	5.00'
L505	S86°35'15"E	76.50'
L506	S3°24'45"W	66.07'
L507	N88°52'47"E	590.57'
L508	S46°07'13"E	89.38'
L509	S43°52'47"W	7.00'
L510	N48°07'13"W	86.48'
L511	S88°52'47"W	83.71'
L512	S1°07'13"E	3.00'
L513	S88°52'47"W	504.25'
L514	S3°24'45"W	326.62'
L515	S18°25'50"W	23.42'
L516	S37°09'45"W	23.32'
L517	S59°39'45"W	23.32'
L518	S78°23'40"W	18.79'
L519	N86°35'15"W	163.00'
L520	S86°35'15"E	161.69'
L521	N78°23'40"E	15.83'
L522	N59°39'45"E	19.68'
L523	N37°09'45"E	19.68'
L524	N18°25'50"E	20.46'
L525	N3°24'45"E	185.64'
L526	N86°35'15"W	179.65'

ELECTRIC UTILITY EASEMENT CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C401	7.50'	5.16'	N20°49'18"W	5.06'
C402	17.50'	12.03'	N20°49'18"W	11.80'
C403	7.50'	11.78'	N43°52'47"E	10.61'
C404	2.50'	3.93'	S43°52'47"W	3.54'
C405	12.50'	8.60'	S20°49'18"E	8.43'
C406	12.50'	8.60'	S20°49'18"E	8.43'
C407	12.50'	20.62'	S43°51'14"E	18.36'
C408	7.50'	12.37'	N43°51'14"W	11.02'
C409	4.50'	6.54'	N45°03'16"E	5.98'

SANITARY EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L301	N85°52'35"W	106.48'
L302	S62°32'47"W	125.59'
L303	N62°33'13"W	81.58'
L304	S62°57'43"W	67.59'
L305	N86°35'15"W	138.93'
L306	S86°35'15"E	133.49'
L307	N62°57'43"E	61.57'
L308	N3°24'45"E	166.10'
L309	N86°35'15"W	186.64'
L310	S86°35'15"E	186.65'
L311	N3°24'45"E	175.03'
L312	N79°51'41"W	56.54'
L313	N10°15'20"E	20.00'
L314	S79°44'40"E	64.51'
L315	N88°52'47"E	317.00'
L316	N88°52'47"E	314.50'
L317	S1°07'13"E	20.00'
L318	S88°52'47"W	314.50'
L319	S88°52'47"W	308.85'
L320	S3°24'45"W	184.53'
L321	S3°24'45"W	176.80'
L322	S63°35'22"E	69.20'
L323	N62°32'47"E	120.97'
L324	S85°52'35"E	119.63'
L325	S4°07'25"W	2.40'

ELECTRIC UTILITY EASEMENT LINE TABLE					
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L401	N88°10'52"E	15.98'	L417	N88°52'47"E	510.68'
L402	S86°35'15"E	132.17'	L418	S1°07'13"E	5.00'
L403	S88°51'27"E	59.26'	L419	S88°52'47"W	510.88'
L404	N88°52'47"E	8.02'	L420	N86°35'15"W	31.36'
L405	N1°07'13"W	32.06'	L421	S3°24'45"W	251.11'
L406	N40°31'23"W	15.58'	L422	N86°35'15"W	5.00'
L407	N1°07'13"W	47.54'	L423	N3°24'45"E	315.35'
L408	N88°52'47"E	623.00'	L424	S88°52'47"W	47.10'
L409	S1°07'13"E	5.00'	L425	N88°51'27"W	59.46'
L410	S88°52'47"W	623.00'	L426	N86°35'15"W	132.04'
L411	S1°07'13"E	47.54'	L427	S88°10'52"W	16.21'
L412	S40°31'23"E	15.58'	L428	N86°36'29"W	4.00'
L413	S1°07'13"E	32.06'	L429	N3°24'45"E	72.32'
L414	N88°52'47"E	33.98'	L430	N89°53'19"E	146.35'
L415	S3°24'45"W	59.23'	L431	S0°06'41"E	5.00'
L416	S86°35'15"E	31.16'	L432	S89°53'19"W	146.66'

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01/13/2021	LAND DEVELOPMENT SUBMITTAL #1	RLS
03/22/2021	LAND DEVELOPMENT SUBMITTAL #2	RLS
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06/07/2022	REVISED LOTS BASED ON NWR 22" WIDE BUILDINGS	RLS

Prepared By:
Sheffler & Company, Inc.
ENGINEERING • SURVEYING

1712 Mount Nebo Road
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Office Phone: 412-219-4509
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Wilson Ridge Townhome Development
(Sanitary and Utility Easement Description)

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Waggoner Road Development, LLC

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257 Grove City Road
Slippery Rock, PA 16057
johns@sandyhilldev.com

Sheet No.

PLAT
4 OF 4
Packet Pg. 131

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: November 28, 2022

TO: Development, Parks and Recreation Committee

RE: Rezoning of East Main Street

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
-------------------------	--------------------------	---------------

This is an application for a zoning district change for East Main Street. The site is currently zoned Suburban Residential. The applicant is asking to be rezoned to the Brice and Main District (BMD), . The intention is for the site to consist of six separate office buildings, one restaurant building and a mercantile building.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED AT EAST MAIN STREET, PARCEL NO. 060-009327-00 FROM SUBURBAN RESIDENTIAL (SR) TO BRICE AND MAIN DISTRICT (BMD)

WHEREAS, the Reynoldsburg Planning Commission, after conducting a public hearing on the application and considering the issue, has recommended that this property be rezoned to Brice and Main District (BMD), and,

WHEREAS, the Reynoldsburg Planning Commission believes that this property is suitable for the zoning classification of Brice and Main District (BMD),

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING AND FAIRFIELD, STATE OF OHIO, THAT:

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

Section 1. That the property located at East Main Street, Reynoldsburg, Ohio, known as Franklin County Parcel No. 060-009327-00, currently zoned Suburban Residential District (SR), shall be and is hereby rezoned, in part, Brice and Main District (BMD), as reflected in the attached Exhibit A.

Section 2. The Development Plan attached as Exhibit A shall be incorporated into this District change and shall bind any future development or use of the subject lots.

Section 3. The Planning and Zoning Administrator be and is hereby authorized to make said changes to the official zoning map of the City of Reynoldsburg.

Section 4. That upon adoption by the Council, this Ordinance shall become effective thirty days following the signature of the Mayor.

Reynoldsburg

Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

☐ Paid: _____

I. PROPERTY INFORMATION

PLANNING COMMISSION APPLICATION

Property Address/Name of Plat: 6521 E Main Street			FOR MAP AMENDMENT ONLY
Description of Location: Undeveloped land south of Wright-Patt Credit Union across from Kroger			
Parcel ID#(s): 060-009611			Proposed Zoning Dist.: BMD
Size of Area to be Rezoned: 3.22			Existing Structures: No existing structures on this parcel
Number of Lots: 1	Present Zoning: SR	Present Use: Open Lot	
Complete Where Applicable: Engineer/Surveyor: Advanced Civil Design			
Builder/Developer: Eco Investments LLC			

II. PROPERTY OWNER OF RECORD

Property Owner Name(s): Main Street Developers LLC	Property Owner Address: PO Box 635, Columbus OH 43216
--	---

III. APPLICANT INFORMATION

Applicant Name: Chris Huber	Applicant Email: chuber@advancedcivildesign.com
Applicant Address: 781 Science Blvd Ste 100, Gahanna, OH 43230	Applicant Phone Number: 614-944-5083
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer	

IV. PROJECT TYPE

☒ District Change (Rezoning)
\$750 Residential
\$1000 Non-Residential

☐ Amendment of Development Plan
\$500

☐ Major Site Plan
\$3500 (Application Fee: \$500
Review Fee: \$3000 [min.])

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature:  Date: **11/17/2022**
*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:

Zoning Information

☐ Zoning District:

Add'l Approvals Req'd

☐ BZBA

Planning Com. Meeting

Date: _____

☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting

Date: _____

☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Admin.: _____ Date: _____

Clerk of Council: _____ Date: _____

Thank you for consideration of the site plan and partial re-zoning for a large expansion of the Main Commerce Center (MCC) with Heart Food Pantry at the core of this new development. Our company, ECO Investments, has been the owner of the Main Commerce Center since early 2011. This complex has over 64,000 Square Foot of flex space well suited for startup companies and well established groups as well. In our first ten years of ownership, we have seen companies grow from the likes of Adventures Unleashed (a professional dog training group), Glass Doctor (a company that focuses on auto glass replacement while largely expanding into commercial construction while at Main Commerce), to Parrot University, (a company in the retail trade of pet bird components). All of these tenants and residents of the City of Reynoldsburg have grown rapidly while in the Main Commerce Center in the heart of Reynoldsburg.

In 2016, HEART signed a lease in Suite 124 of the MCC for 1,650 square feet. In its humble beginnings at the MCC, HEART served 300-400 families a month. It was not long before they would be serving almost 1,500 families a week as they expanded into 5,000 square feet into Suites 101, 103 and 105. Today, they have a pressing need and mission to grow and expand their services while developing greater efficiencies in their operations. To this end, we have jointly created a plan to build a new state of the art 11,800 square foot building in this new phase of the MCC development. Upon creating this site plan, we noticed roughly one acre out of the eight acres in this development was not zoned the same as the remaining, hence the re-zone to the Brice and Main District.

For MCC 2, we plan to have the aforementioned facility constructed for HEART (represented on the attached site plan as building F). Our joint hope is that we can begin construction in April of 2023, if not sooner. HEART, in addition to our commitment, has many partners with the express goal of getting this new state of the art facility open. With this facility, HEART's mission will expand from a traditional food pantry to offer an array of services, assistance, and education of the community and their clients. These will include such items as job training, learning to cook healthy, financial counseling including plan development around apartment and home living and ownership. HEART's model will be one to watch, and we are excited to be at the forefront.

For the rest of MCC 2, we plan to develop four to five 5,000-10,000 SF flex buildings aimed at similar tenants to what we currently have in MCC 1. We have current tenants that want to expand along with tenants looking for larger size spaces that we cannot accommodate. Rather than the City and our development losing these valuable residents, we plan to build these larger footprints and as important, provide an opportunity for ownership. These buildings are represented as Buildings A through E on the attached plan.

Finally, we have two more buildings closest to Main Street. One represents a medical office building. In our ownership of various retail properties around Main Street, including the new Genji Go building at 6471 E Main, we have had many requests for smaller medical footprints for dentists, family doctors and other small practitioners. We feel this medical facility will accommodate those needs and is represented as Building H. Lastly, we have Building G which will be a smaller scale Brewery and Restaurant.

Main Street Developers Ltd
GBS Main LLC
Construction Schedule for Mixed Use Development

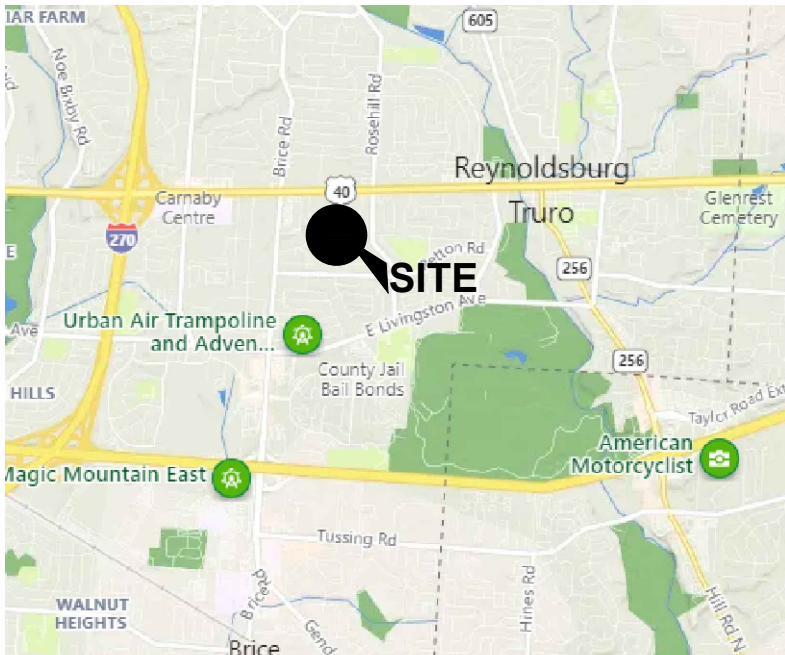
April-23	Groundbreaking, Sitework
Jun-23	Foundation for Heart, Medical Building
Jul-23	Foundation for Medical and Larger Flex
Aug-23	Foundation for Remaining Flex
Sep-23	Shell complete for Heart, Medical
Oct-23	Shell complete for Medical and Flex All
Nov-23	Complete Heart
Dec-23	Complete Remainder

SITE PLAN FOR EAST MAIN DEVELOPMENT 2022

- LEGEND**
- PROPOSED STORM SEWER
 - EXISTING STORM SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - EXISTING SANITARY SEWER
 - PROPOSED FIRE WATER SERVICE
 - PROPOSED DOMESTIC WATER SERVICE
 - EXISTING WATER MAIN
 - EXISTING GAS MAIN
 - EXISTING OVER HEAD ELECTRIC
 - SURFACE PARKING COUNT

INDEX OF DRAWINGS

Sheet Title	Sheet Number
Site and Utility Plan	1
Existing Conditions	2



VICINITY MAP
SCALE: NTS

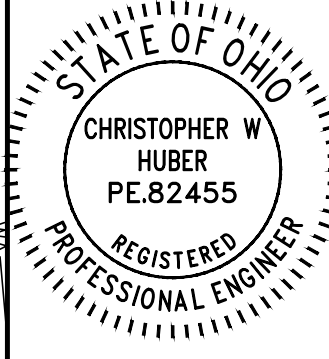
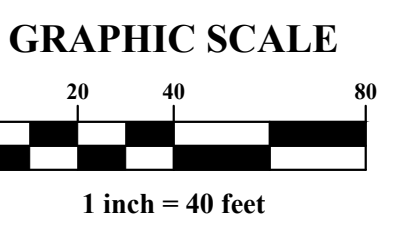
SITE STATISTICS:

PARCELS	060-001114, 060-001115, 060-000311, 060-006546
SITE ACREAGE	7.9 ACRES
CURRENT SITE ZONING	BMD & SR
PROPOSED SITE ZONING	BMD
BUILDING LOT COVERAGE	55,518 SF (16.1%)
OPEN SPACE	87,000 SF (25.5%)
IMPERVIOUS AREA	256,372 SF (74.5%)
BUILDINGS A-D	
OFFICE/FLEX SPACE GROSS AREA	19,600 SF (4,900 SF X4)
BUILDINGS E	
OFFICE GROSS AREA	9,800 SF
BUILDINGS F	
RETAIL GROSS AREA	11,504 SF
BUILDINGS G	
ASSEMBLY (RESTAURANT) GROSS AREA	7,500 SF
BUILDINGS H	
OFFICE GROSS AREA	10,114 SF
TOTAL PARKING REQUIRED	
OFFICE	161 SPACES (1 PER 250 SF)
RETAIL	58 SPACES (1 PER 200 SF)
RESTAURANT	38 SPACES (1 PER 200 SF)
TOTAL	257 SPACES (7 ADA)
10% REDUCTION (1105.01 F v)	
TOTAL	246 SPACES (7 ADA) REQUIRED
TOTAL PARKING PROVIDED	
SURFACE SPACES	383 SPACES (12 ADA)

OWNER/DEVELOPER
ECO INVESTMENTS LLC
7833 MORSE ROAD
NEW ALBANY, OH 43054
JASON GUNSOOREK
JGUNSOREK@ECO-GV.COM

ENGINEER
ADVANCED CIVIL DESIGN LLC
781 SCIENCE BLVD, SUITE 100
GAHANNA, OH, 43230
614-428-4450

ARCHITECT
RED CONSULTING
33 N GRANT ST, SUITE 150
COLUMBUS, OHIO 43215



PLANS PREPARED BY:
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755
ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

82455
NUMBER

CITY OF REYNOLDSBURG / FRANKLIN COUNTY, OHIO

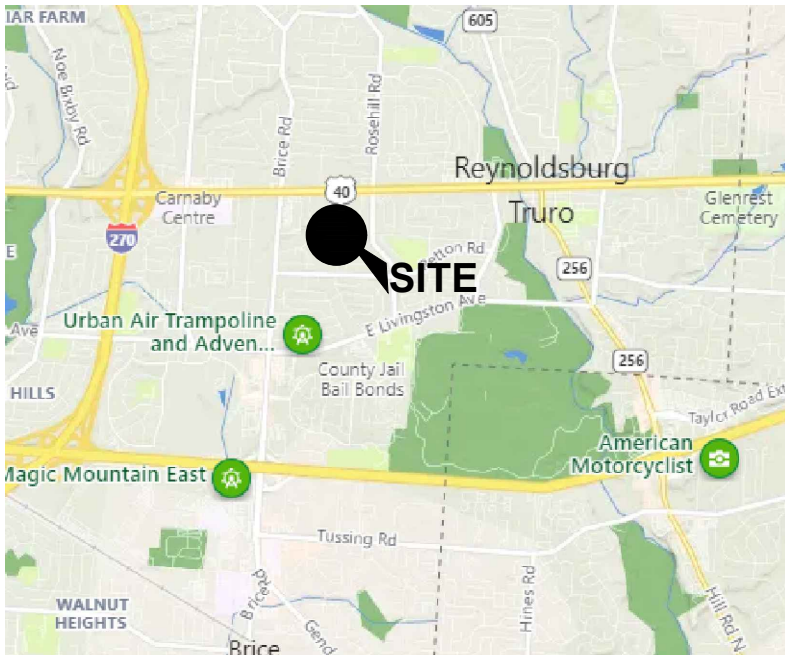
EAST MAIN DEVELOPMENT

SITE PLAN
FOR
ECO INVESTMENTS LLC

SITE AND UTILITY PLAN

Issue Dates:

Date:	10/13/2022
Scale:	1" = 40'
Drawn By:	CWH
Checked By:	TMW
Project Number:	20-0014-863
Drawing Number:	1 / 2



VICINITY MAP
SCALE: NTS



781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

CITY OF REYNOLDSBURG / FRANKLIN COUNTY, OHIO

EAST MAIN DEVELOPMENT

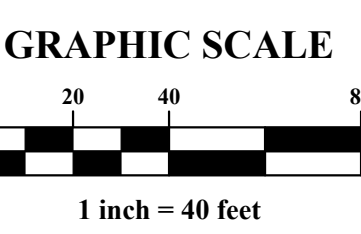
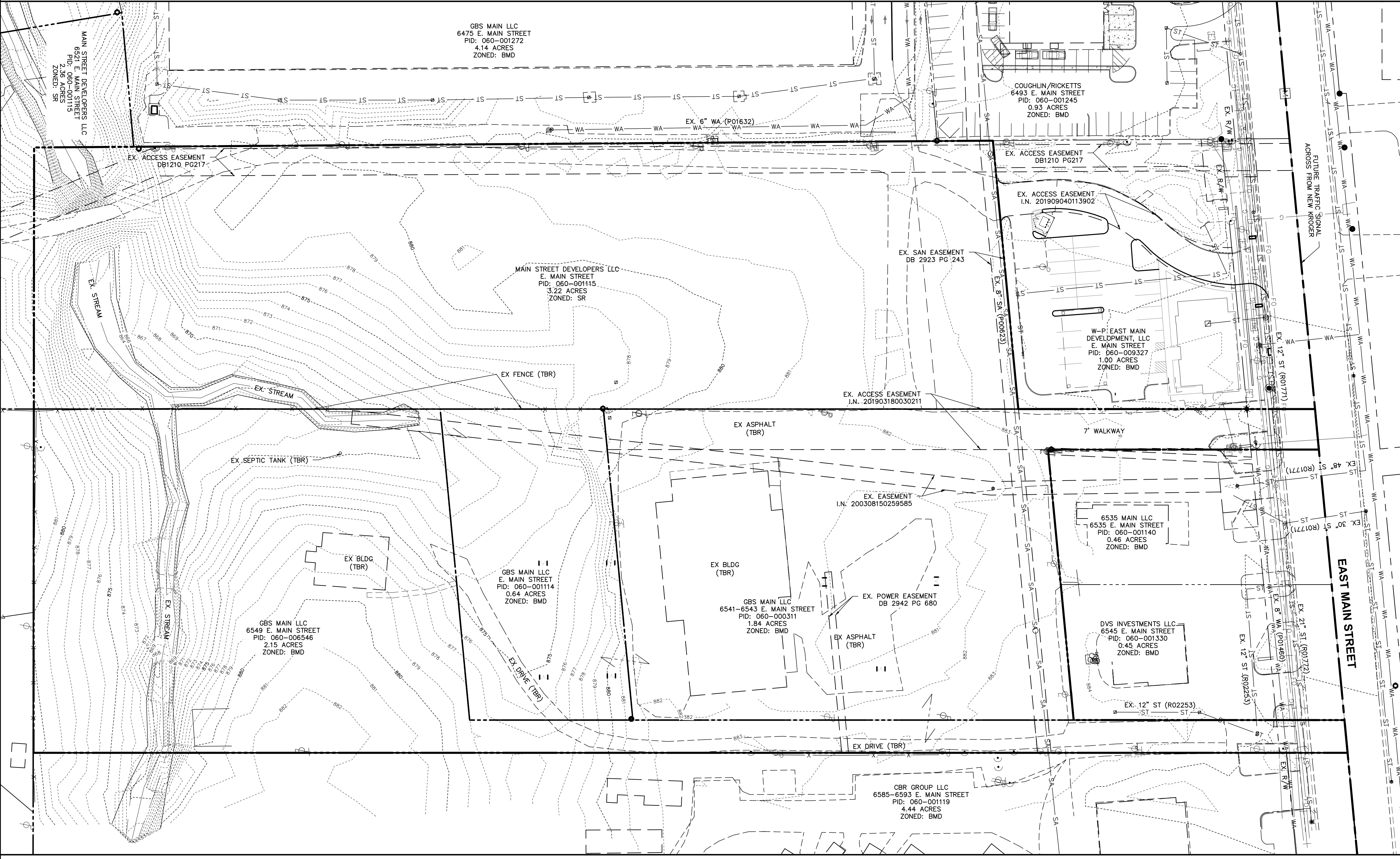
SITE PLAN
FOR
ECO INVESTMENTS LLC
EXISTING CONDITIONS

Issue Dates:

Date:	10/13/2022
Scale:	1" = 40'
Drawn By:	CWH
Checked By:	TMM
Project Number:	20-0014-863
Drawing Number:	2 / 2

LEGEND

- 801----- EXISTING CONTOUR
- ST ST EXISTING STORM SEWER
- SA SA EXISTING SANITARY SEWER
- WA WA EXISTING WATER MAIN
- G G EXISTING GAS MAIN
- OHE EXISTING OVER HEAD ELECTRIC
- (TBR) TO BE REMOVED



GRAPHIC SCALE

EAST MAIN DEVELOPMENT

6523 - 6525 E. MAIN STREET , REYNOLDSBURG, OHIO 43068

SITE DATA

OWNER: MAIN STREET DEVELOPERS, LLC
ADDRESS: 6523 - 6525 E. MAIN STREET
P.I.D.: 060-009611
PARCEL SIZE: 7.86 AC.
CURRENT ZONING: CC CURRENT DISTRICT: BMD

PROPOSED BUILDINGS

BUILDING A
USE GROUP B, OFFICE/ FLEX SPACE (1 STORY)
GROSS AREA: 4,900 S.F. (4900 / 250 = 19.6)
PARKING: 20 REQUIRED, PROVIDED 25

BUILDING B
USE GROUP B, OFFICE/ FLEX SPACE (1 STORY)
GROSS AREA: 4,900 S.F. (4900 / 250 = 19.6)
PARKING: 20 REQUIRED, PROVIDED 25

BUILDING C
USE GROUP B, OFFICE/ FLEX SPACE (1 STORY)
GROSS AREA: 4,900 S.F. (4900 / 250 = 19.6)
PARKING: 20 REQUIRED, PROVIDED 25

BUILDING D
USE GROUP B, OFFICE/ FLEX SPACE (1 STORY)
GROSS AREA: 4,900 S.F. (4900 / 250 = 19.6)
PARKING: 20 REQUIRED, PROVIDED 25

BUILDING E
USE GROUP B, OFFICE/ FLEX SPACE (1 STORY)
GROSS AREA: 9,800 S.F. (9800 / 250 = 39.2)
PARKING: 40 REQUIRED
10% REDUCTION: (1105.01 F vi) 4 SPACES

NET REQUIRED PARKING: 36 SPACES, PROVIDED 44

BUILDING F
USE GROUP M - MERCANTILE (1 STORY)
GROSS AREA: 11,504 S.F. (11504 / 200 = 57.5)
PARKING: 58 REQUIRED, PROVIDED 88

BUILDING G
USE GROUP A-2, ASSEMBLY (BAR & RESTAURANT) (2 STORY)
GROSS AREA: 7,500 S.F. (4500 GROUND FLOOR + 3,000 S.F. SECOND FLOOR)
PARKING: 38 REQUIRED (7,500 / 200 = 37.5)
10% REDUCTION: (1105.01 F vi) 3 SPACES

NET REQUIRED PARKING: 35 SPACES, PROVIDED 93

BUILDING H
USE GROUP B - OFFICE (1 STORY)
GROSS AREA: 10,114 S.F.
PARKING: 41 REQUIRED (10114 / 250 = 40.5)
10% REDUCTION: (1105.01 F vi) 4 SPACES
NET REQUIRED PARKING: 37 SPACES, PROVIDED 58

TOTAL COMBINED PARKING REQUIRED: 257 SPACES
10% REDUCTION: (1105.01 F vi) 11 SPACES
NET MINIMUM PARKING REQUIRED: 246 SPACES

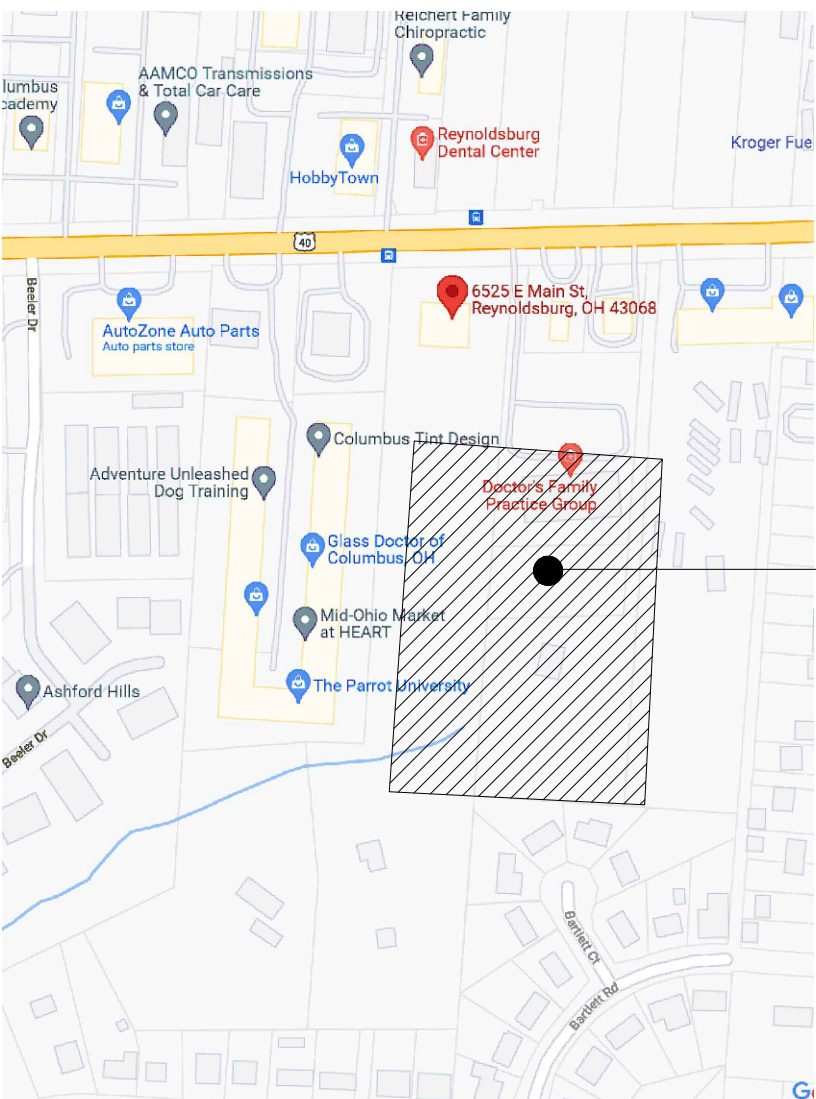
TOTAL COMBINED PARKING PROVIDED: 383 SPACES (INCLUDING 12 HC)

TREE SELECTION LIST		
PARKING LOTS	MATURE HT.	MATURE SPREAD
TRIDENT MAPLE	25-35'	20-30'
AMERICAN HORNBEAM	30'	25'
THORNLESS HAWTHORN	30'	25'
AUTUMN BLAZE MAPLE	40'	30'
COURTYARD & BUILDINGS		
	MATURE HT.	MATURE SPREAD
CRAPE MYRTLE	20-25'	20-25'
CRAB APPLE	15-20'	15-20'
JAPANESE MAPLE	15-20'	15-20'
EASTERN REDBUD	15-20'	15-20'
BOUNDARY		MATURE HT.
COLUMNAR COLORADO SPRUCE		25'

GRASSES, PLANTS & SHRUBS SELECTION LIST		
GRASSES		
KARL FOERSTER REED GRASS		
MAIDEN GRASS		
LIRIOPE		
DWARF FOUNTAIN GRASS		
PLANTS & SHRUBS		
CATMINT		
CONEFLOWER		
BOXWOODS		
BOX HONEYSUCKLE		
HICKS YEW		

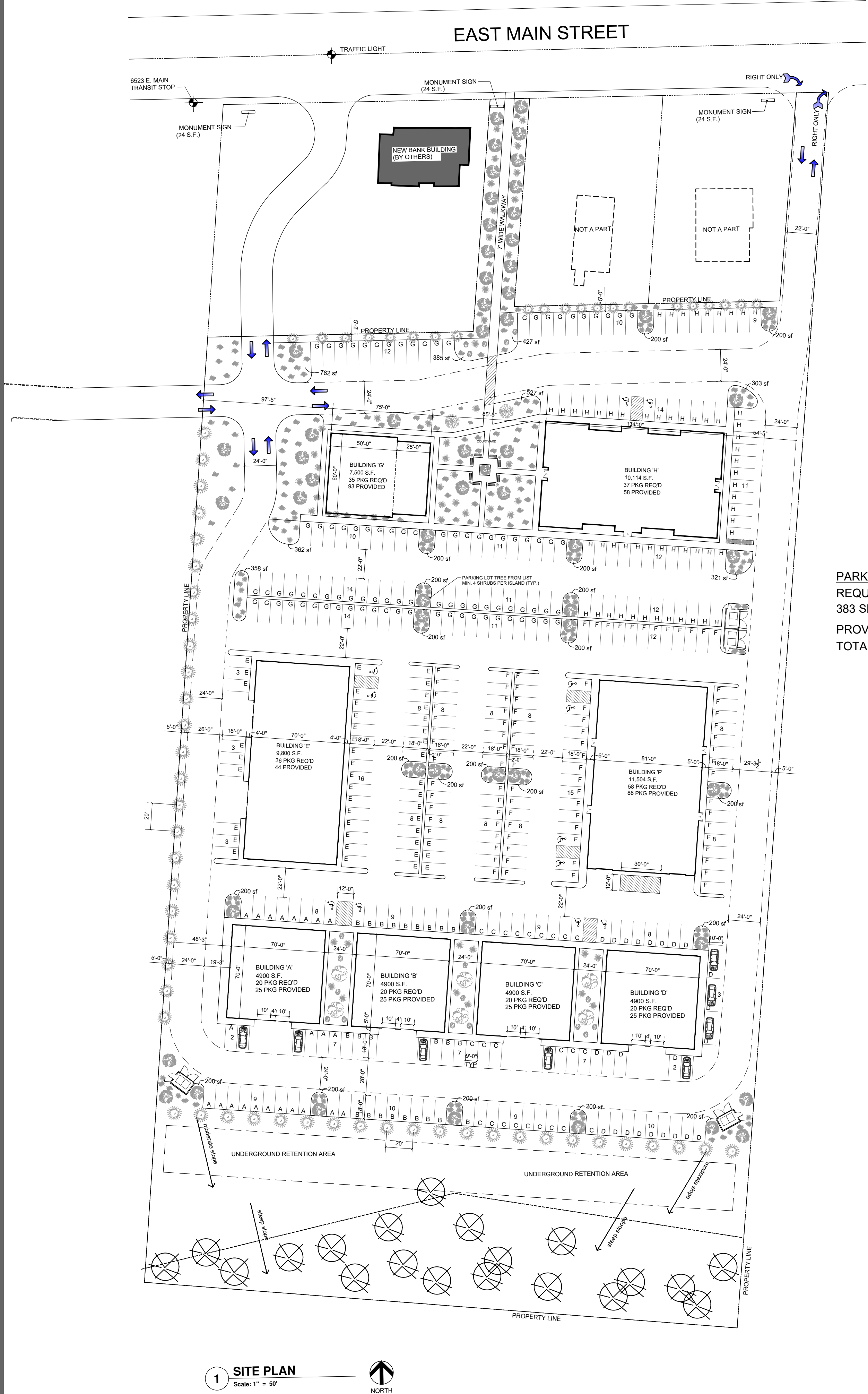
NOTE: ALL LANDSCAPING AND EXTERIOR LIGHTING SHALL BE PER REYNOLDSBURG ZONING CODE 2020 EDITION.

PARKING AREA LANDSCAPING
REQUIRED: 200 S.F. LANDSCAPE PER 10 PARKING SPACES
383 SPACES / 10 = 38.3 X 200 S.F. = 7,660 S.F. LANDSCAPE REQUIRED
PROVIDED: (21) @ 200 S.F. = 4,200 S.F. + (8) @ VARIOUS = 3,470 S.F.
TOTAL PROVIDED = 7,670 S.F.



LOCATION MAP
6523-6525 E. MAIN ST.
REYNOLDSBURG, OH

SITE:
7.86 AC



REAL ESTATE DEVELOPMENT CONSULTING
ARCHITECTURE + ENVIRONMENTAL + CIVIL ENGINEERING
DEVELOPMENT SERVICES
614.562.4985 - kim.mikanik@e-d-consulting.com

TENANT:

Main Street Developers, LLC

7833 Morse Road
New Albany, Ohio 43054

East Main Development

6523 - 6525 East Main Street
Reynoldsburg, Ohio 43213

SEAL

REVISION RECORD

NO: DATE:

ISSUED: 01.12.22

REVISED: OCT 13, 2022

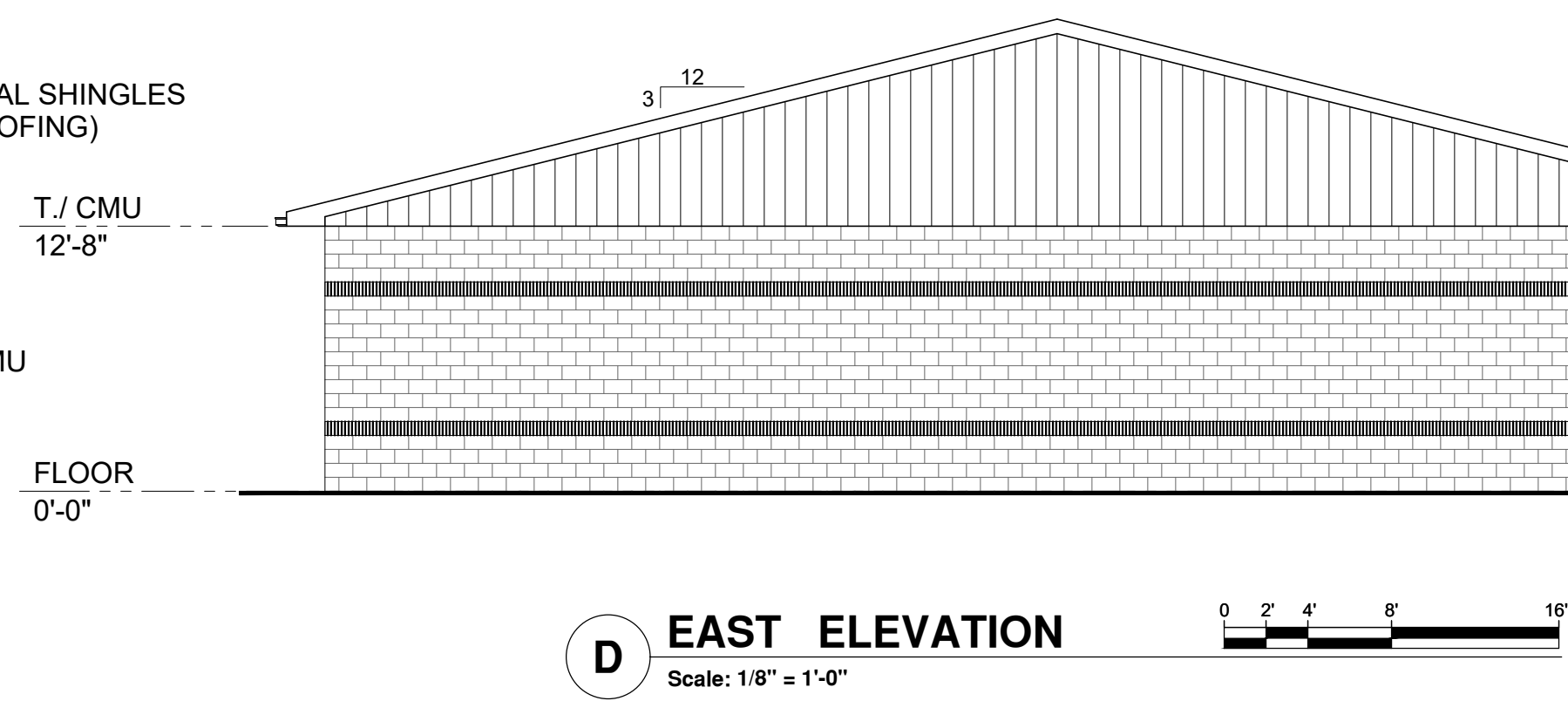
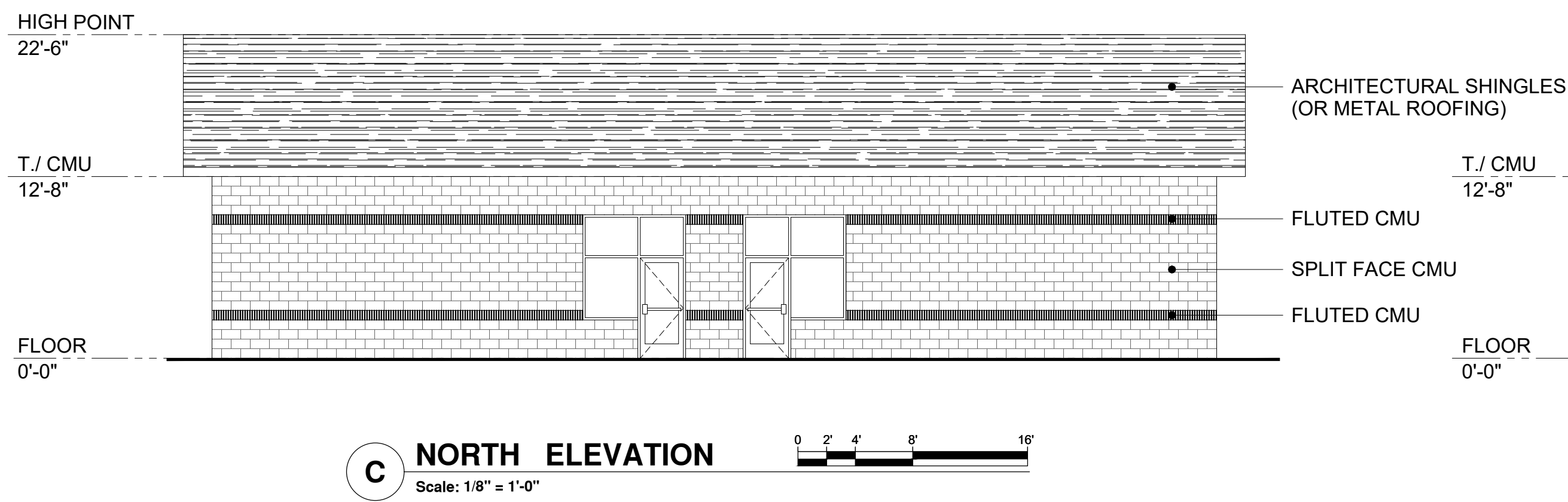
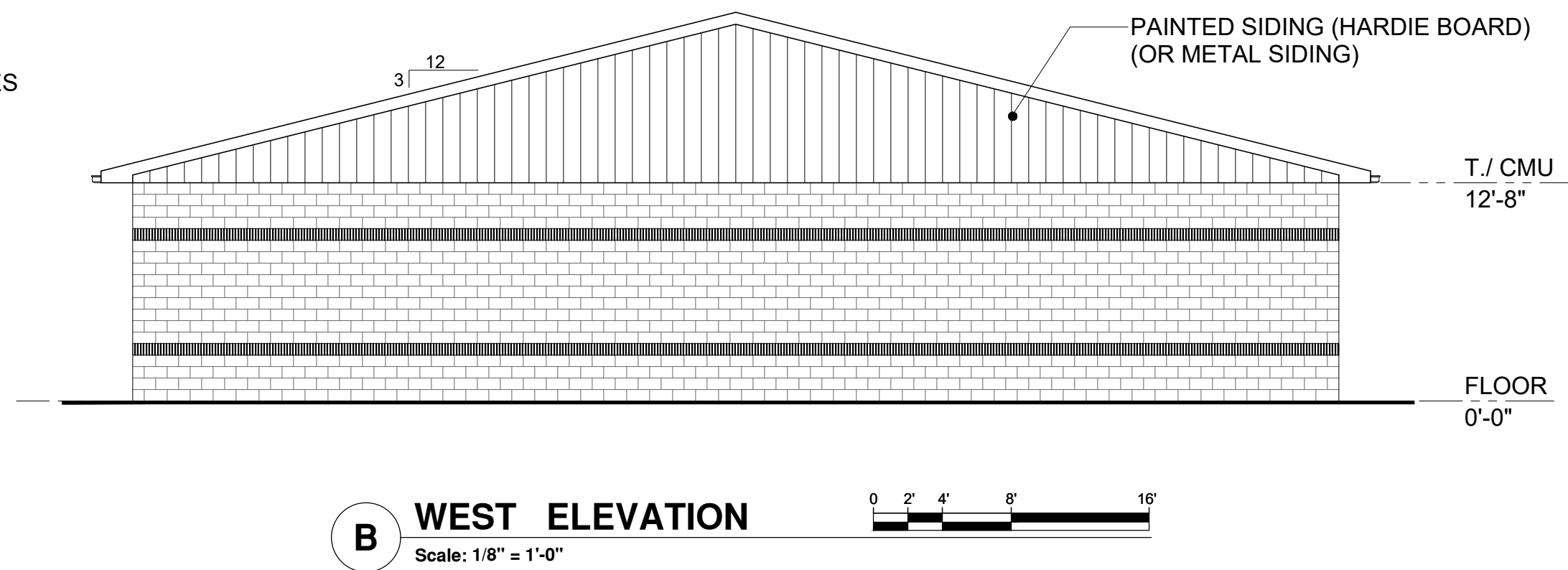
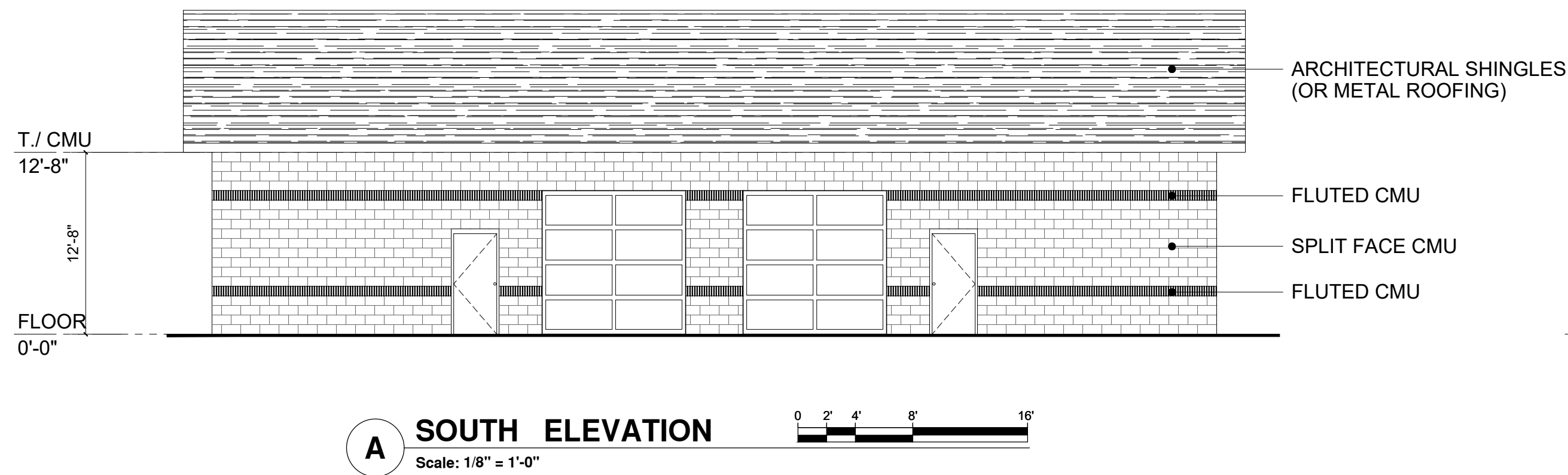
JOB NUMBER

SHEET TITLE:

PROPOSED
SITE PLAN

SHEET NUMBER:

A1.1



Concept Rendering



Concept Rendering

TENANT:

Main Street Developers, LLC
7833 Morse Road
New Albany, Ohio 43054

East Main Development
6523 - 6525 East Main Street
Reynoldsburg, Ohio 43213

SEAL

REVISION RECORD	
NO:	DATE:

ISSUED: 01.12.22
REVISED: OCT 12, 2022

JOB NUMBER

SHEET TITLE:
ELEVATIONS
BUILDING A,B,C,D

SHEET NUMBER:
A2.1

TENANT:

Main Street Developers, LLC

7833 Morse Road
New Albany, Ohio 43054

East Main Development
6523 - 6525 East Main Street
Reynoldsburg, Ohio 43213

SEAL

REVISION RECORD

NO:	DATE:

ISSUED: 10.13.22

JOB NUMBER

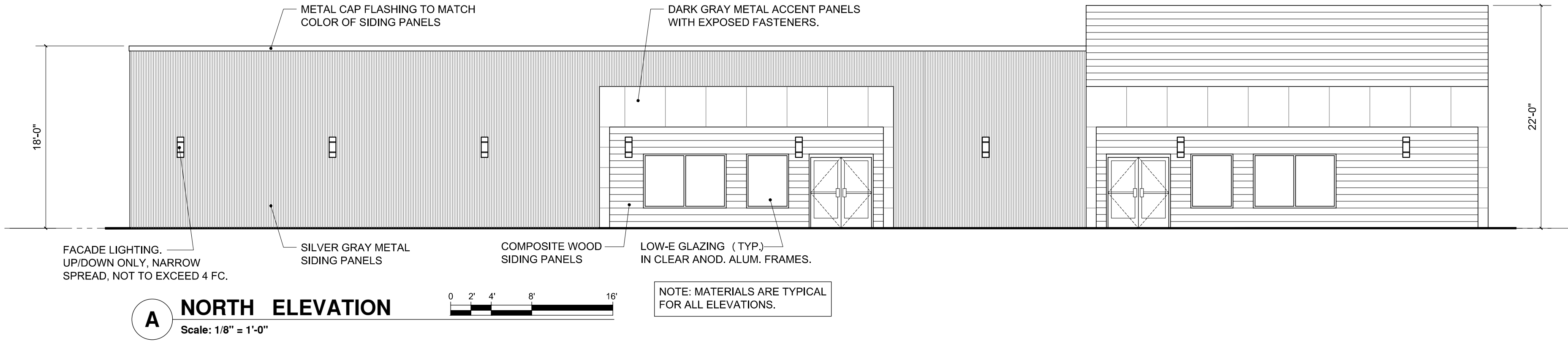
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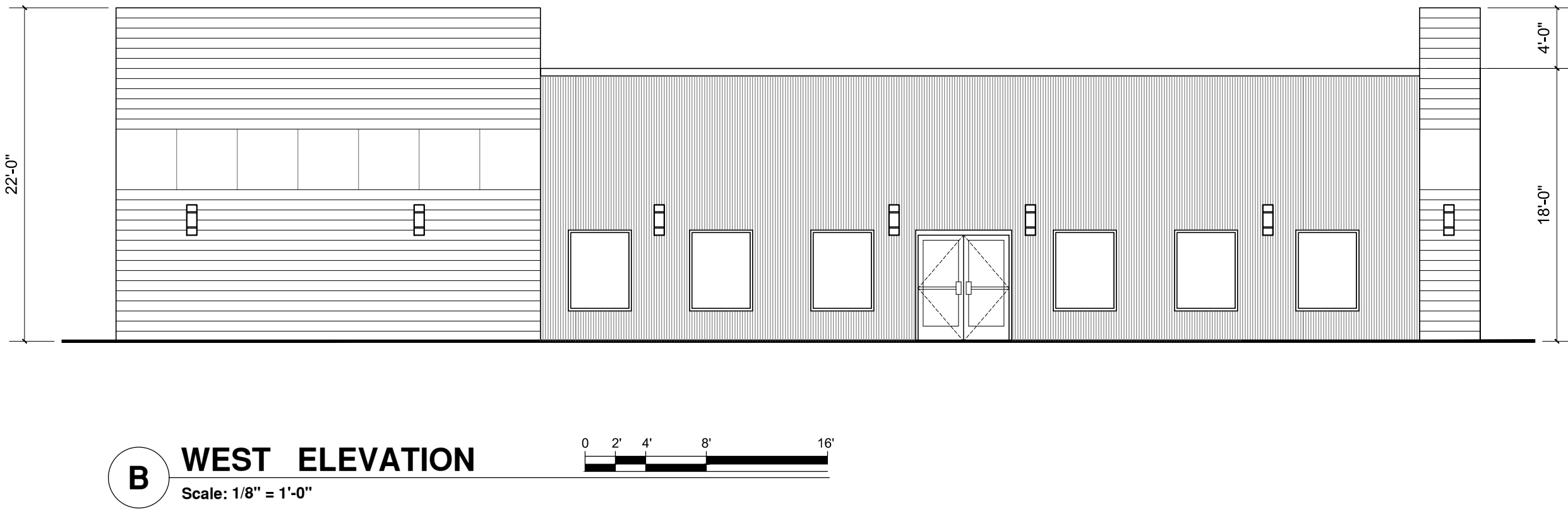
ELEVATIONS
BUILDING F

SHEET NUMBER:

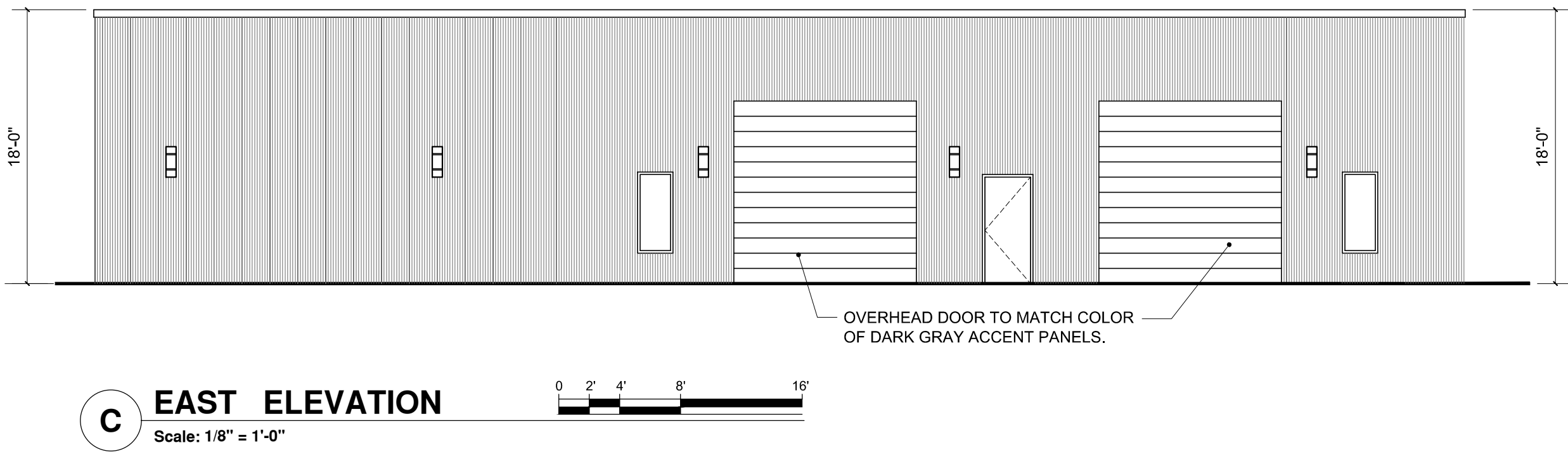
A2.2



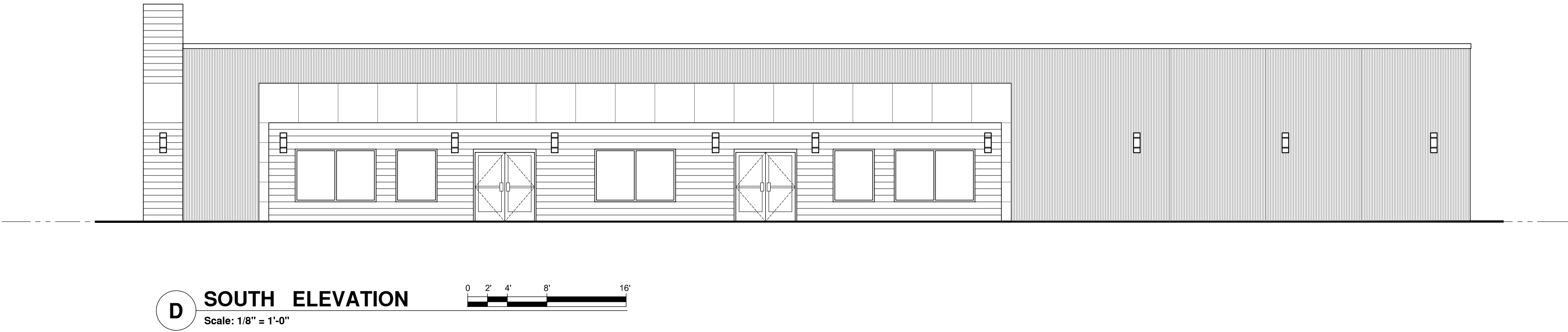
A NORTH ELEVATION
Scale: 1/8" = 1'-0"



B WEST ELEVATION
Scale: 1/8" = 1'-0"



C EAST ELEVATION
Scale: 1/8" = 1'-0"



D SOUTH ELEVATION
Scale: 1/8" = 1'-0"



A NORTH ELEVATION
Scale: 1/8" = 1'-0"



B WEST ELEVATION
Scale: 1/8" = 1'-0"



C EAST ELEVATION
Scale: 1/8" = 1'-0"



D SOUTH ELEVATION
Scale: 1/8" = 1'-0"



TENANT:

Main Street Developers, LLC
7833 Morse Road
New Albany, Ohio 43054

East Main Development
6523 - 6525 East Main Street
Reynoldsburg, Ohio 43213

SEAL

REVISION RECORD	
NO:	DATE:

ISSUED: 10.13.22

JOB NUMBER

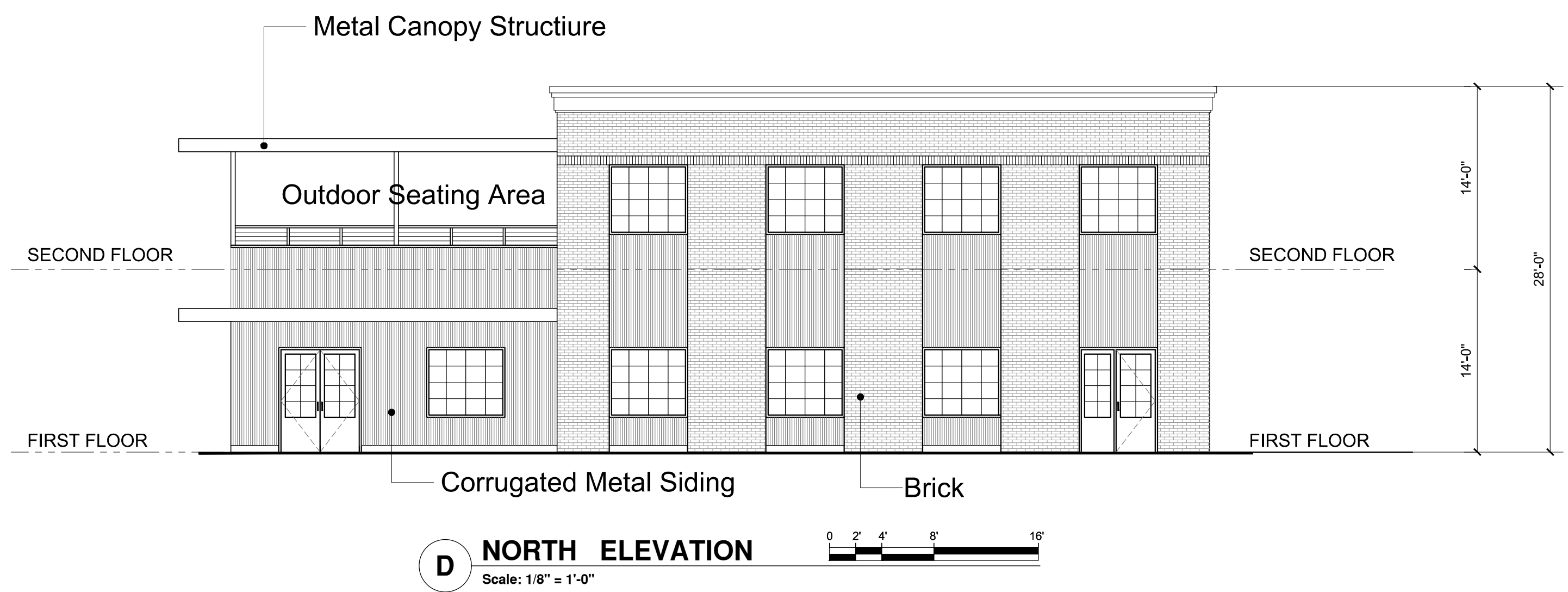
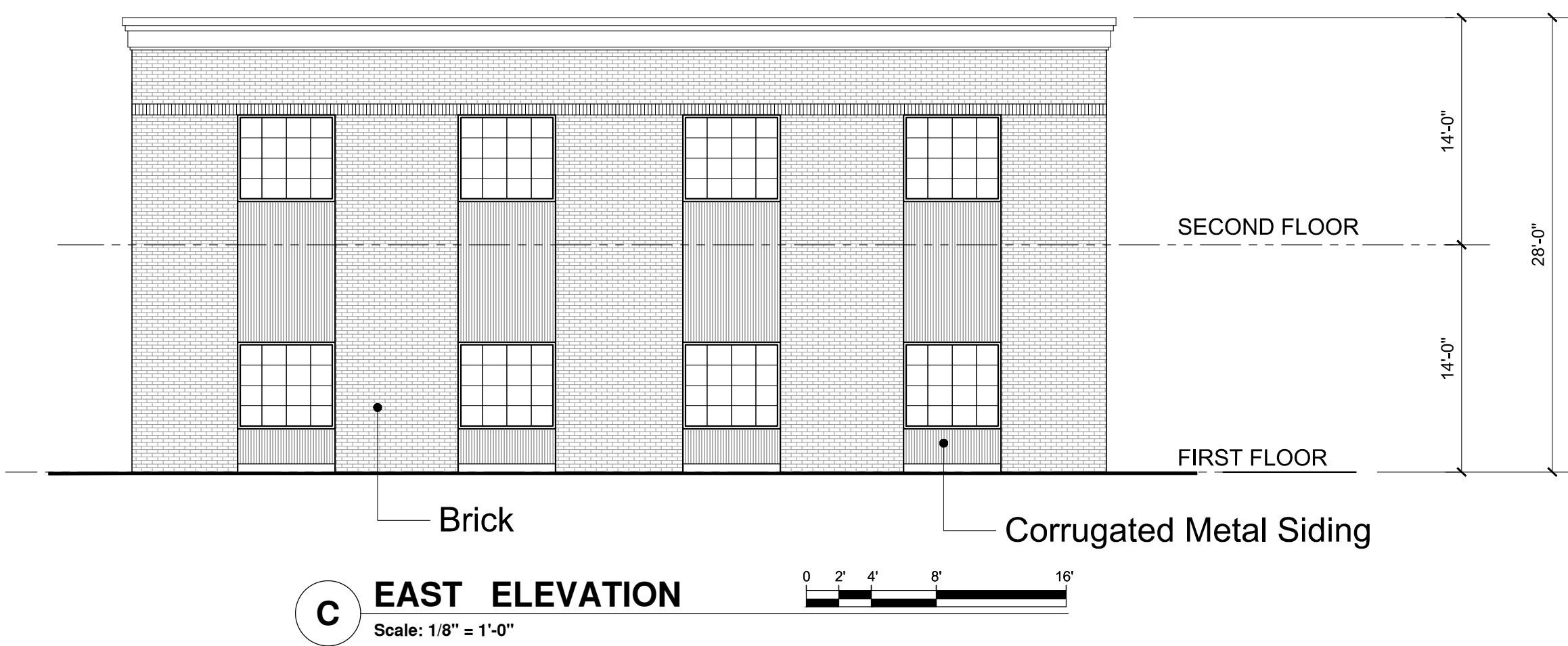
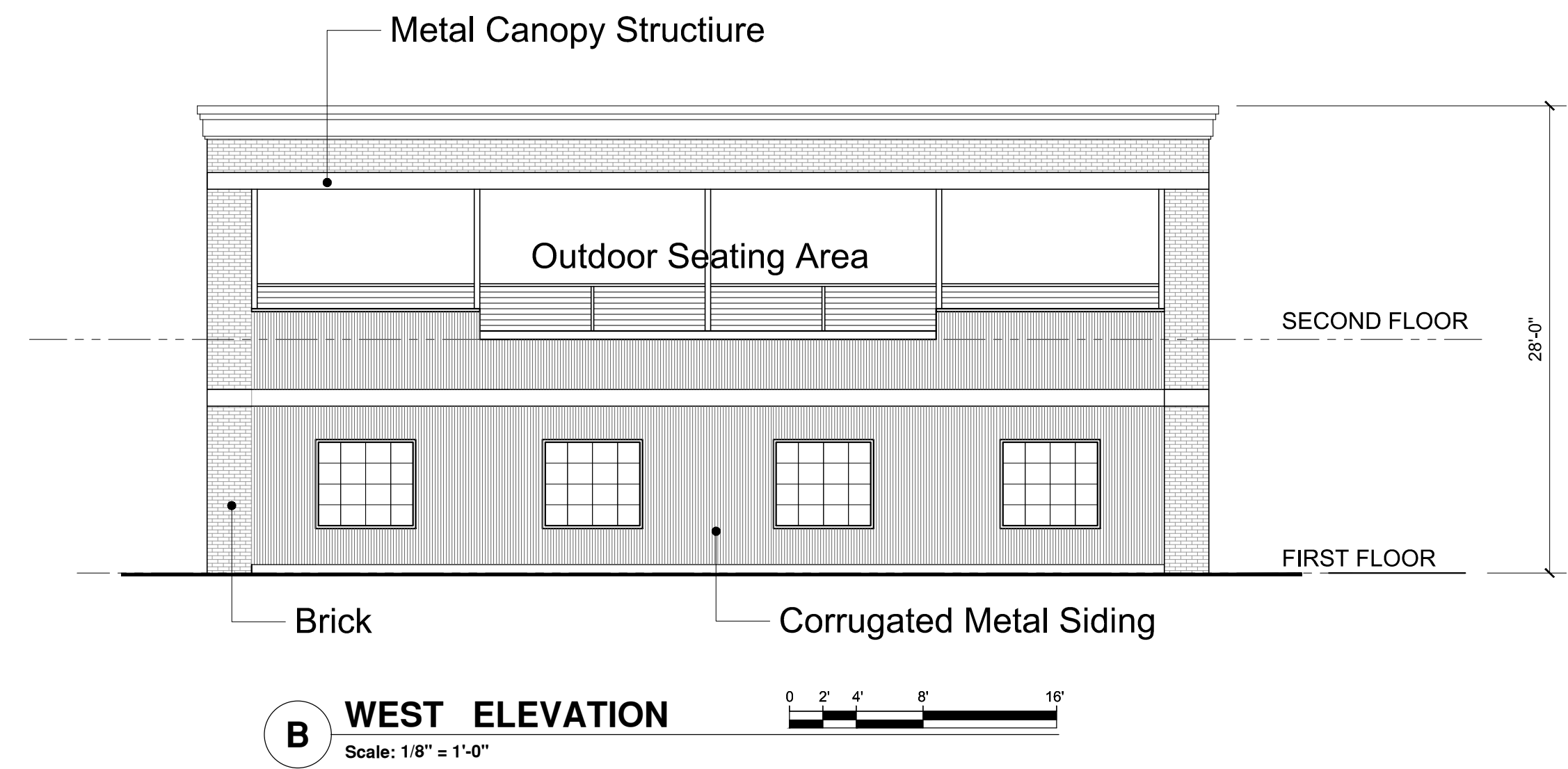
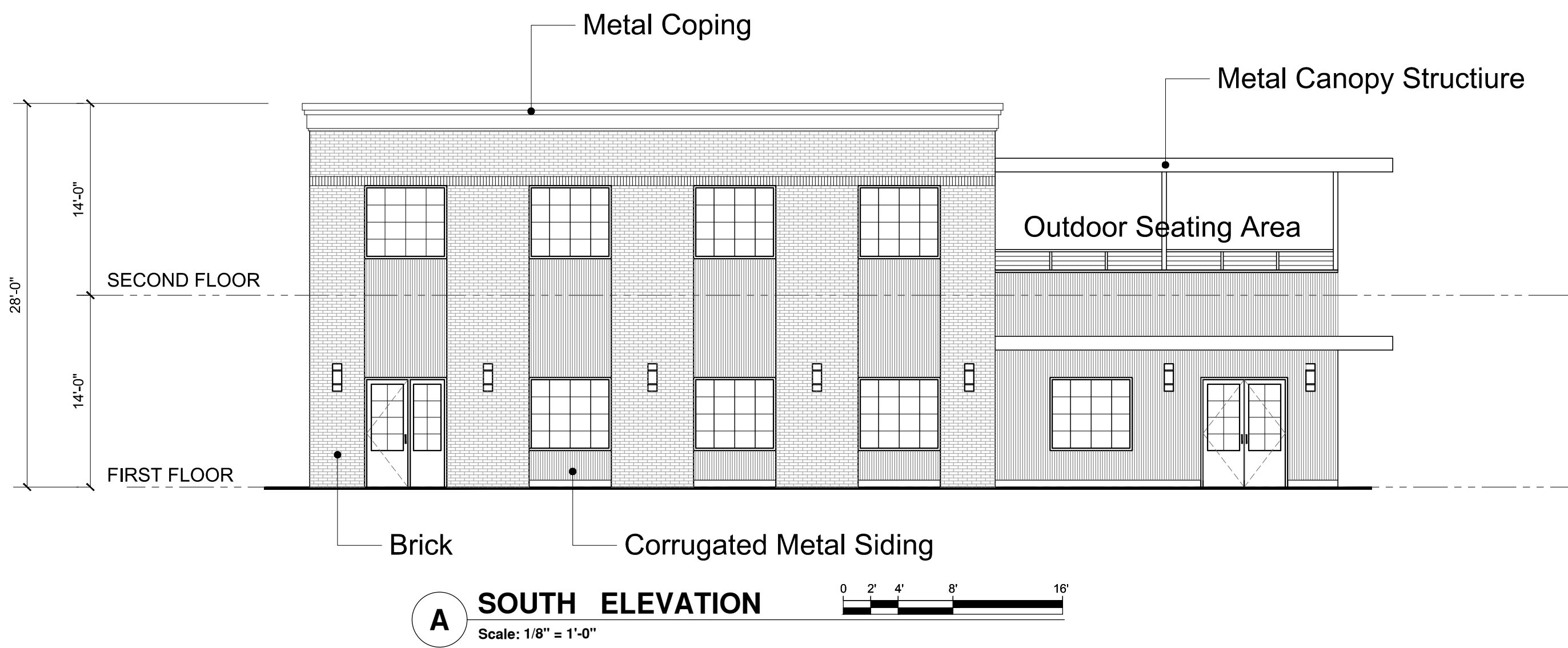
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SHEET TITLE:

**ELEVATIONS
BUILDING F**

SHEET NUMBER:

A2.2C



Concept Rendering

TENANT:

Main Street Developers, LLC

7833 Morse Road
New Albany, Ohio 43054

East Main Development
6523 - 6525 East Main Street
Reynoldsburg, Ohio 43213

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REVISION RECORD	
NO:	DATE:

ISSUED: 01.12.22
REVISED: OCT 13, 2022

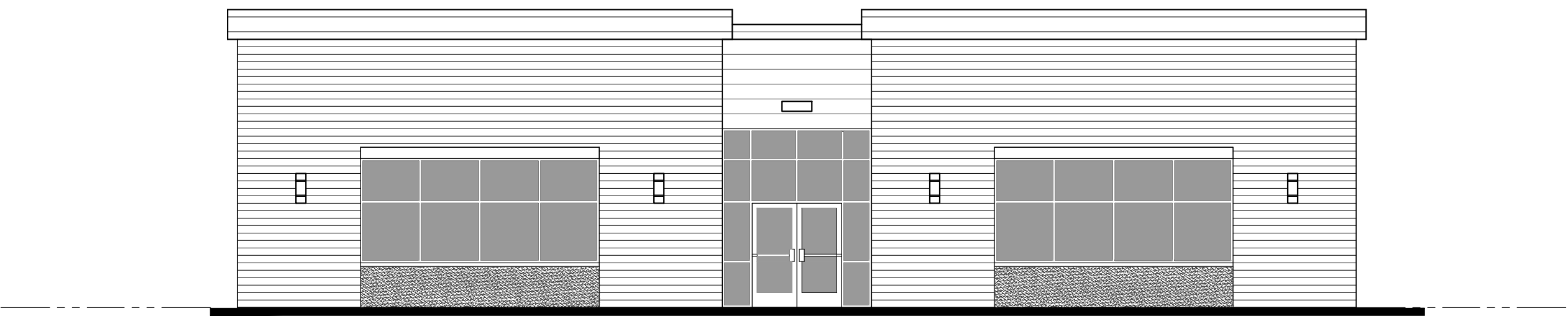
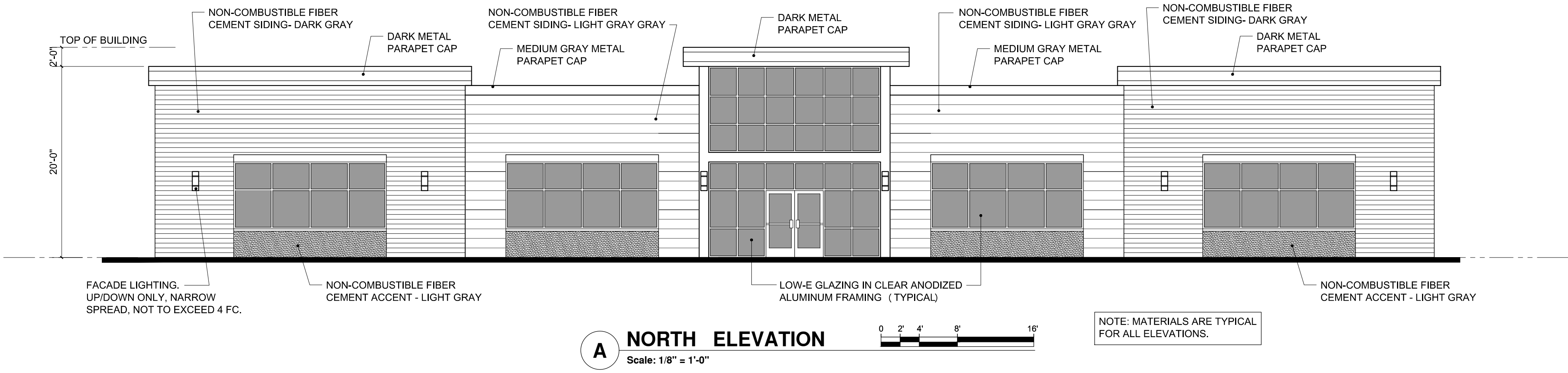
JOB NUMBER

SHEET TITLE:

ELEVATIONS
BUILDING G

SHEET NUMBER:

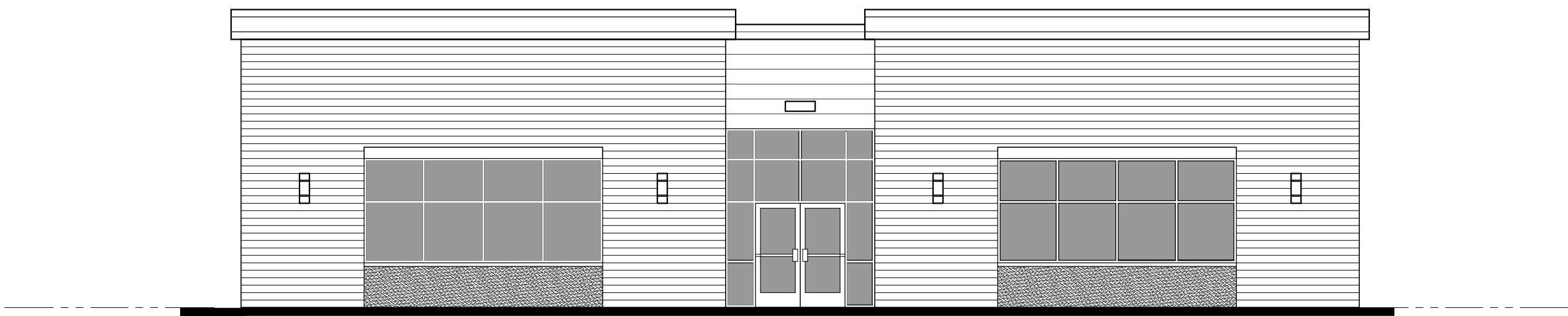
A2.3



B WEST ELEVATION

Scale: 1/8" = 1'-0"

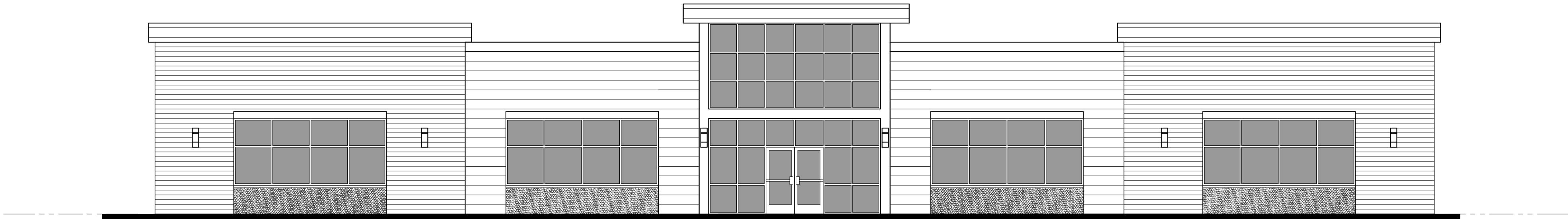
0 2' 4' 8' 16'



C EAST ELEVATION

Scale: 1/8" = 1'-0"

0 2' 4' 8' 16'



D SOUTH ELEVATION

Scale: 1/8" = 1'-0"

0 2' 4' 8' 16'

TENANT:

Main Street Developers, LLC

7833 Morse Road

New Albany, Ohio 43054

East Main Development

6523 - 6525 East Main Street

Reynoldsburg, Ohio 43213

SEAL

REVISION RECORD	
NO:	DATE:

ISSUED: 01.12.22

REVISED: OCT 13, 2022

JOB NUMBER

SHEET TITLE:

ELEVATIONS

BUILDING H

SHEET NUMBER:

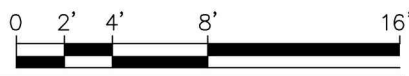
A2.4



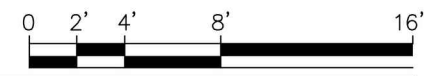
A NORTH ELEVATION
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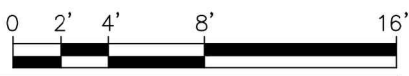
B WEST ELEVATION
Scale: 1/8" = 1'-0"



C EAST ELEVATION
Scale: 1/8" = 1'-0"



D SOUTH ELEVATION
Scale: 1/8" = 1'-0"



REAL ESTATE DEVELOPMENT CONSULTING
ARCHITECTURE + ENVIRONMENTAL + CIVIL ENGINEERING
DEVELOPMENT SERVICES

614.562.4395 - kim.mikank@r-e-d-consulting.com

TENANT:
Main Street Developers, LLC

7833 Morse Road
New Albany, Ohio 43054

East Main Development
6523 - 6525 East Main Street
Reynoldsburg, Ohio 43213

SEAL

REVISION RECORD

NO:	DATE:

ISSUED: 01.12.22
REVISED: OCT 13, 2022

JOB NUMBER

SHEET TITLE:

**ELEVATIONS
BUILDING H**

SHEET NUMBER:

A2.4C

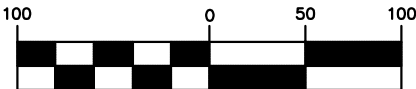
7.9± Acre Zoning Exhibit

HALF SECTION 20, SECTION 13, TOWNSHIP 12, RANGE 21
REFUGEE LANDS
CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO

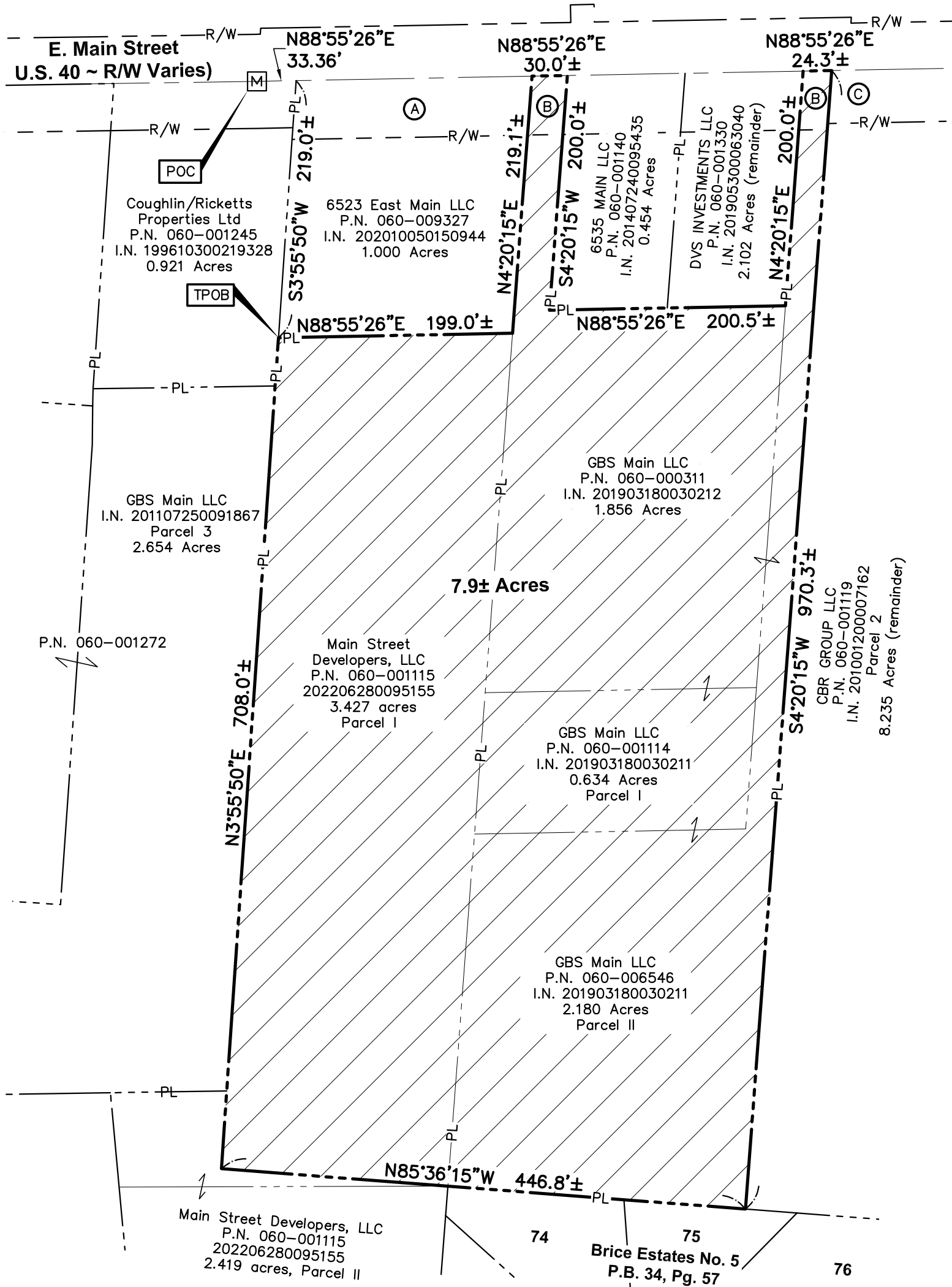
RIGHT OF WAY INFORMATION

- (A) State of Ohio Highway Esmt. D.B. 2741, Pg. 390 0.046 Acres
- (B) State of Ohio Highway Esmt. D.B. 2741, Pg. 383 0.058 Acres
- (C) State of Ohio Highway Esmt. D.B. 2758, Pg. 52 0.023 Acres

GRAPHIC SCALE

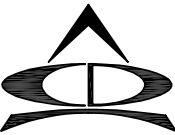


(IN FEET)
1 inch = 100 ft.



This exhibit is based on information obtained from Delaware County Auditor's and Recorder's Office and is not to be used for the transfer of land.

DRAWN BY: JEP JOB NO.: 20-0014-863
DATE: 10/11/2022 CHECKED BY: JEP


ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

781 Science Blvd, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ZONING DESCRIPTION

7.9± ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 20, Section 13, Township 12, Range 21 in the Refugee Lands and being part of a 3.427 acre tract as conveyed to Main Street Developers, LLC in Instrument Number 202206280095155, Parcel I, part of a 2.419 acre tract as conveyed to Main Street Developers, LLC in Instrument Number 202206280095155, Parcel II, all of a 1.856 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030212, all of a 0.634 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030211, Parcel I and all of a 2.180 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030211, Parcel II as further described as follows:

Commencing at a centerline monument found at an angle point in the centerline of East Main Street (U.S. Route 40 – R/W Varies) as depicted in FRA-40-22.42, being in the north line of a 0.921 acre tract as conveyed to Coughlin/Ricketts Properties Ltd in Instrument Number 199610300219328;

Thence with the centerline of East Main Street (U.S. Route 40) and the north line of said 0.921 acre tract, **N 88° 55' 26" E, 33.4± feet** to the northeast corner of said 0.921 acre tract and the northwest corner of a 1.000 acre tract as conveyed to 6523 East Main LLC in Instrument Number 202010050150944;

Thence leaving the centerline of East Main Street (U.S. Route 40) with the east line of said 0.921 acre tract and the west line of said 1.000 acre tract, **S 03° 55' 50" W, 219.0± feet** to the southwest corner of said 1.000 acre tract, the northwest corner of said 3.427 acre tract and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the south line of said 1.000 acre tract and the north line of said 3.427 acre tract, **N 88° 55' 26" E, 199.0± feet** to the southeast corner of said 1.000 acre tract, the northeast corner of said 3.427 acre tract and being in the west line of said 1.856 acre tract;

Thence with the east line of said 1.000 acre tract, the west line of said 1.856 acre tract, the east line of a 0.046 acre highway easement as granted to the State of Ohio in Deed Book 2741, Page 390 and the west line of a 0.058 acre highway easement as granted to the State of Ohio in Deed Book 2741, page 383, **N 04° 20' 15" E, 219.1± feet** to the northeast corner of said 1.000 acre tract, the northwest corner of said 1.856 acre tract, being in the centerline of East Main Street (U.S. Route 40), also being the northeast corner of said 0.046 acre highway easement and the northwest corner of said 0.058 acre highway easement;

Thence with the north line of said 1.856 acre tract, the centerline of East Main Street (U.S. Route 40) and the north line of said 0.058 acre highway easement, **N 88° 55' 26" E, 30.0± feet** to the northwest corner of a 0.454 acre tract as conveyed to 6535 Main LLC in Instrument Number 201407240095435 and an angle point in the north line of said 1.856 acre tract;

Thence leaving the centerline of East Main Street (U.S. Route 40) with the east line of said 1.856 acre tract and the west line of said 0.454 acre tract across said 0.058 acre highway easement, **S 04° 20' 15" W, 200.0± feet** to an angle point in the north line of said 1.856 acre tract and the southwest corner of said 0.454 acre tract;

Thence with the north line of said 1.856 acre tract, the south line of said 0.454 acre tract and the south line of the remainder of a 2.102 acre tract as conveyed to DVS Investments LLC in Instrument Number 201905300063040, **N 88° 55' 26" E, 200.5± feet** to the northeast corner of said 1.856 acre tract, the southeast corner of the remainder of said 2.102 acre tract and being in the west line of a 2.180 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030211;

Thence with the east line of the remainder of said 2.102 acre tract and the west line of said 2.180 acre tract across said 0.058 acre highway easement, **N 04° 20' 15" E, 200.0± feet** to the northeast corner of the remainder of said 2.102 acre tract, the northwest corner of said 2.180 acre tract and being in the centerline of East Broad Street (U.S. Route 40);

Thence with the centerline of East Broad Street (U.S. Route 40) and the north line of said 2.180 acre tract, **N 88° 55' 26" E, 24.3± feet** to the northeast corner of said 2.180 acre tract, the northwest corner of the remainder of an 8.235 acre tract as conveyed to CBR Group LLC in Instrument Number 201001200007162, the northeast corner of said 0.058 acre highway easement and the northwest corner of a 0.023 acre highway easement as granted to the State of Ohio in Deed Book 2758, Page 52;

Thence with the east line of said 2.180 acre tract, the west line of the remainder of said 8.235 acre tract, the east line of said 0.058 acre highway easement and the west line of said 0.023 acre highway easement, **S 04° 20' 15" W, 970.3± feet** to the southeast corner of said 2.180 acre tract, the southwest corner of the remainder of said 5.235 acre tract and being in the north line of Lot 75 as created in Brice Estates No. 5 as recorded in Plat Book 34, Page 57;

Thence with the south line of said 2.180 acre tract, the north line of said Lot 75, the north line of Lot 74 as created in said Brice Estates No. 5 across said 3.427 acre tract, **N 85° 36' 15" W, 446.8± feet**;

Thence crossing said 3.427 acre tract, and with the west line of said 3.427 acre tract and also with the east line of a 2.654 acre tract as conveyed to GBS Main LLC in Instrument Number 201107250091867, Parcel 3 and a portion of the east line of said 0.921 acre tract, **N 03° 55' 50" E, 708.0± feet** to the **TRUE POINT OF BEGINNING**, containing **7.9± acres**, more or less. The above description was written by Advanced Civil Design. A drawing of the above description is attached hereto and made a part thereof.

The above description was prepared by Advanced Civil Design Inc. and is based on existing County Auditor records, County Recorder records.

All references used in this description can be found at the Recorder's Office Franklin County Ohio.

This description is not to be used in the transfer of land.

ADVANCED CIVIL DESIGN INC.

Attachment: Survey 7.9 Ac Zoning Documents 10-13-22 (Rezoning East Main Street)

Parcel Name: **7.9 Acres Zoning Parcel**

Segment# 1: Line

Course: N88° 55' 26"E Length: 198.95'

Segment# 2: Line

Course: N4° 20' 15"E Length: 219.10'

Segment# 3: Line

Course: N88° 55' 26"E Length: 30.03'

Segment# 4: Line

Course: S4° 20' 15"W Length: 200.00'

Segment# 5: Line

Course: N88° 55' 26"E Length: 200.54'

Segment# 6: Line

Course: N4° 20' 15"E Length: 200.00'

Segment# 7: Line

Course: N88° 55' 26"E Length: 24.28'

Segment# 8: Line

Course: S4° 20' 15"W Length: 970.32'

Segment# 9: Line

Course: N85° 36' 15"W Length: 446.76'

Segment# 10: Line

Course: N3° 55' 50"E Length: 707.97'

Perimeter: 3,197.95'

Area: 343,493.29Sq.Ft.

Error Closure: 0.0123

Course: N82° 31' 37"W

Error North: 0.00159

East: -0.01215

Precision 1: 259,995.93

ZONING DESCRIPTION

7.9± ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 20, Section 13, Township 12, Range 21 in the Refugee Lands and being part of a 3.427 acre tract as conveyed to Main Street Developers, LLC in Instrument Number 202206280095155, Parcel I, part of a 2.419 acre tract as conveyed to Main Street Developers, LLC in Instrument Number 202206280095155, Parcel II, all of a 1.856 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030212, all of a 0.634 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030211, Parcel I and all of a 2.180 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030211, Parcel II as further described as follows:

Commencing at a centerline monument found at an angle point in the centerline of East Main Street (U.S. Route 40 – R/W Varies) as depicted in FRA-40-22.42, being in the north line of a 0.921 acre tract as conveyed to Coughlin/Ricketts Properties Ltd in Instrument Number 199610300219328;

Thence with the centerline of East Main Street (U.S. Route 40) and the north line of said 0.921 acre tract, **N 88° 55' 26" E, 33.4± feet** to the northeast corner of said 0.921 acre tract and the northwest corner of a 1.000 acre tract as conveyed to 6523 East Main LLC in Instrument Number 202010050150944;

Thence leaving the centerline of East Main Street (U.S. Route 40) with the east line of said 0.921 acre tract and the west line of said 1.000 acre tract, **S 03° 55' 50" W, 219.0± feet** to the southwest corner of said 1.000 acre tract, the northwest corner of said 3.427 acre tract and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the south line of said 1.000 acre tract and the north line of said 3.427 acre tract, **N 88° 55' 26" E, 199.0± feet** to the southeast corner of said 1.000 acre tract, the northeast corner of said 3.427 acre tract and being in the west line of said 1.856 acre tract;

Thence with the east line of said 1.000 acre tract, the west line of said 1.856 acre tract, the east line of a 0.046 acre highway easement as granted to the State of Ohio in Deed Book 2741, Page 390 and the west line of a 0.058 acre highway easement as granted to the State of Ohio in Deed Book 2741, page 383, **N 04° 20' 15" E, 219.1± feet** to the northeast corner of said 1.000 acre tract, the northwest corner of said 1.856 acre tract, being in the centerline of East Main Street (U.S. Route 40), also being the northeast corner of said 0.046 acre highway easement and the northwest corner of said 0.058 acre highway easement;

Thence with the north line of said 1.856 acre tract, the centerline of East Main Street (U.S. Route 40) and the north line of said 0.058 acre highway easement, **N 88° 55' 26" E, 30.0± feet** to the northwest corner of a 0.454 acre tract as conveyed to 6535 Main LLC in Instrument Number 201407240095435 and an angle point in the north line of said 1.856 acre tract;

Thence leaving the centerline of East Main Street (U.S. Route 40) with the east line of said 1.856 acre tract and the west line of said 0.454 acre tract across said 0.058 acre highway easement, **S 04° 20' 15" W, 200.0± feet** to an angle point in the north line of said 1.856 acre tract and the southwest corner of said 0.454 acre tract;

Thence with the north line of said 1.856 acre tract, the south line of said 0.454 acre tract and the south line of the remainder of a 2.102 acre tract as conveyed to DVS Investments LLC in Instrument Number 201905300063040, **N 88° 55' 26" E, 200.5± feet** to the northeast corner of said 1.856 acre tract, the southeast corner of the remainder of said 2.102 acre tract and being in the west line of a 2.180 acre tract as conveyed to GBS Main LLC in Instrument Number 201903180030211;

Thence with the east line of the remainder of said 2.102 acre tract and the west line of said 2.180 acre tract across said 0.058 acre highway easement, **N 04° 20' 15" E, 200.0± feet** to the northeast corner of the remainder of said 2.102 acre tract, the northwest corner of said 2.180 acre tract and being in the centerline of East Broad Street (U.S. Route 40);

Thence with the centerline of East Broad Street (U.S. Route 40) and the north line of said 2.180 acre tract, **N 88° 55' 26" E, 24.3± feet** to the northeast corner of said 2.180 acre tract, the northwest corner of the remainder of an 8.235 acre tract as conveyed to CBR Group LLC in Instrument Number 201001200007162, the northeast corner of said 0.058 acre highway easement and the northwest corner of a 0.023 acre highway easement as granted to the State of Ohio in Deed Book 2758, Page 52;

Thence with the east line of said 2.180 acre tract, the west line of the remainder of said 8.235 acre tract, the east line of said 0.058 acre highway easement and the west line of said 0.023 acre highway easement, **S 04° 20' 15" W, 970.3± feet** to the southeast corner of said 2.180 acre tract, the southwest corner of the remainder of said 5.235 acre tract and being in the north line of Lot 75 as created in Brice Estates No. 5 as recorded in Plat Book 34, Page 57;

Thence with the south line of said 2.180 acre tract, the north line of said Lot 75, the north line of Lot 74 as created in said Brice Estates No. 5 across said 3.427 acre tract, **N 85° 36' 15" W, 446.8± feet**;

Thence crossing said 3.427 acre tract, and with the west line of said 3.427 acre tract and also with the east line of a 2.654 acre tract as conveyed to GBS Main LLC in Instrument Number 201107250091867, Parcel 3 and a portion of the east line of said 0.921 acre tract, **N 03° 55' 50" E, 708.0± feet** to the **TRUE POINT OF BEGINNING**, containing **7.9± acres**, more or less. The above description was written by Advanced Civil Design. A drawing of the above description is attached hereto and made a part thereof.

The above description was prepared by Advanced Civil Design Inc. and is based on existing County Auditor records, County Recorder records.

All references used in this description can be found at the Recorder's Office Franklin County Ohio.

This description is not to be used in the transfer of land.

ADVANCED CIVIL DESIGN INC.

Attachment: Survey 7.9 Ac Zoning Desc (Rezoning East Main Street)

	Owner	Mailing Address	City	State	Zip
1	Coughlin/Ricketts Properties Ltd	6493 E. Main St	Reynoldsburg	OH	43068
2	GBS Main LLC	PO Box 635	Columbus	OH	43216
3	GBS Main LLC	PO Box 635	Columbus	OH	43216
4	Timothy Stonerock	6430 Lexleigh Rd	Reynoldsburg	OH	43068
5	Darelle Haag	6454 Lexleigh Rd	Reynoldsburg	OH	43068
6	Karen Jones	6464 Lexleigh Rd	Reynoldsburg	OH	43068
7	Andrew and Clara Zag	6472 Lexleigh Rd	Reynoldsburg	OH	43068
8	Kathleen McKeown	6478 Lexleigh Rd	Reynoldsburg	OH	43068
9	George Miloseuski	6484 Bartlett Rd	Reynoldsburg	OH	43068
10	Ernest Blue	6492 Bartlett Rd	Reynoldsburg	OH	43068
11	Brian Wade	6500 Bartlett Rd	Reynoldsburg	OH	43068
12	Jerry Burke-Fisher	6509 Bartlett Ct	Reynoldsburg	OH	43068
13	Kellie Van Pelt	6511 Bartlett Ct	Reynoldsburg	OH	43068
14	Deborah Jones	6513 Bartlett Ct	Reynoldsburg	OH	43068
15	Matthew Regan	6516 Bartlett Ct	Reynoldsburg	OH	43068
16	Charles Stamm	6518 Bartlett Ct	Reynoldsburg	OH	43068
17	CBR Group LLC	101 Kegs Pl	Delaware	OH	43068
18	DVS Investments LLC	6545 E. Maint St	Reynoldsburg	OH	43068
19	6535 Main LLC	29399 Soult Rd	Brooksville	FL	34602
20	6523 E Main LLC	130-24 Liberty Ave	Richmond Hill	NY	11419

East Main Street Development Traffic Access Study

Prepared for
City of Reynoldsburg
By



ADVANCED
CIVIL DESIGN

Advanced Civil Design, Inc.
781 Science Blvd, Suite 100, Gahanna Ohio 43230
(614) 428-7750

Mark I. Mann, P.E.
Director – Transportation Services

Ethan Billisits, E.I.
Project Engineer

October 28, 2022

Table of Contents

Introduction	1
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Introduction

The development is a proposed 7.9-acre development by Eco Investments. This development will consist of 51,000 Sq. Ft. of office space and an 8000 Sq. Ft. high-turnover (sit-down) restaurant. The development is located about 1000 feet west of Rosehill Road, opposite the west Kroger entrance and behind the Wright-Patt Credit Union.

Access to the development will be from one access point, an access road that is currently only being used by Wright-Patt Credit Union. This will be the primary point of access.

The scope of this study was developed from email correspondence with Ryan Irwin from EMH&T. The following will be studied and evaluated as part of this study:

- Analysis of the new signal at Kroger Drive & E. Main Street intersection
- If the turn lanes at this signalized intersection need to be lengthened
- Analysis of the Main Commerce Center Access & E. Main Street unsignalized intersection

The new signal at Kroger Drive & E. Main Street intersection and the Main Commerce Center Access & E. Main Street unsignalized intersection will be evaluated for the Opening Year of 2024 and the Design Year of 2034. The “Build” condition will be evaluated, and the background traffic will have a growth factor applied as provided by MORPC (see appendices).

Existing / No Build Conditions

E. Main Street is a five-lane roadway in the area of the proposed development. E. Main Street is the only segment to provide direct access to the proposed development and therefore is the only part of the access study. The posted speed limit on E. Main Street is 35MPH.

Traffic Volumes and Trip Generation

Traffic volume data was collected at the proposed access point on E. Main Street. The data was collected by Smart Services, Inc. on August 30th, 2022. Background growth rates were obtained from MORPC and applied for this TAS at a non-compounded rate to the roadway section.

Trip Generation for the site was developed using the latest edition of the ITE Trip Generation Manual. The proposed general office portion of the development (LUC 710) shows 51,000 Sq. Ft. The proposed high-turnover (sit-down) restaurant (LUC 932) shows 8000 Sq. Ft.

Table 1. Trip Generations

Trip Generation					
	Land Use Code (LUC)		IN	OUT	Total
General Offic Building	LUC 710	AM	83	11	94
		PM	16	79	95
High-Turnover (Sit-Down) Restaurant	LUC 932	AM	40	32	72
		PM	41	27	68
Total Trips		AM	123	43	166
		PM	57	106	163

The distribution of traffic towards the site was based on the existing traffic volumes on E. Main Street based off the August 30th, 2022, traffic count. During the AM peak hour about 35% comes from the west and 65% from the east. The AM peak hour was used as the trip distribution as it gives the best indication of where people live relative to the site; this would be where trips to the site would originate from. Volumes with growth rates applied and site generated trips are shown in the following exhibits.

2024 & 2034 Traffic

A 10-year horizon is required for this traffic study. Opening day is assumed to be in 2024, therefore the design year is 2034. The Mid-Ohio Regional Planning Commission (MORPC) provided a linear annual growth rate of 0.5% to be used for this stretch of E. Main Street. The correspondence from MORPC can be found in the appendix. The table below shows the growth factors applied to the 2022 E. Main Street count.

Segment	Linear Annual Growth Rate	2022 to 2024 Factor	2022 to 2034 Factor
E. Main Street	0.5%	1.01	1.06

For the volume counts at the Main Commerce Center Access & E. Main Street, 35% comes from the west and 65% from the east is used to project the turn volume coming into and exiting the existing Main Commerce Center Access. These turn volumes can be seen in the HCS printouts provided in the Appendix.

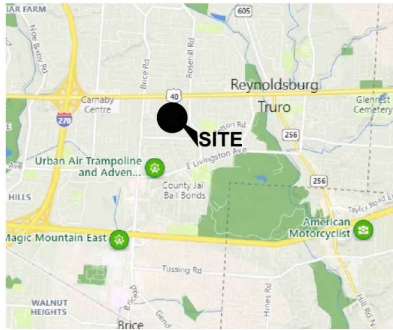
SITE PLAN FOR EAST MAIN DEVELOPMENT 2022

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- EXISTING SANITARY SEWER
- PROPOSED FIRE WATER SERVICE
- PROPOSED DOMESTIC WATER SERVICE
- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING OVER HEAD ELECTRIC
- SURFACE PARKING COUNT

INDEX OF DRAWINGS

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Site and Utility Plan	1
Existing Conditions	2



VICINITY MAP
SCALE: NTS

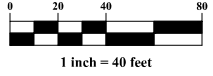
SITE STATISTICS:	
PARCELS	060-001114, 060-001115, 060-000311, 060-006546
SITE ACREAGE	7.9 ACRES
SITE ZONING	CC
BUILDINGS A-D	
OFFICE/FLEX SPACE GROSS AREA	19,600 SF (4,900 SF X4)
BUILDINGS E	
OFFICE GROSS AREA	9,800 SF
BUILDINGS F	
MERCANTILE GROSS AREA	11,504 SF
BUILDINGS G	
ASSEMBLY (RESTAURANT) GROSS AREA	7,500 SF
BUILDINGS H	
OFFICE GROSS AREA	10,114 SF
TOTAL PARKING REQUIRED	
OFFICE	161 SPACES (1 PER 250 SF)
MERCANTILE	58 SPACES (1 PER 200 SF)
RESTAURANT	38 SPACES (1 PER 200 SF)
TOTAL	257 SPACES (7 ADA)
10% REDUCTION (1105.01 F w/)	
TOTAL	246 SPACES (7 ADA) REQUIRED
TOTAL PARKING PROVIDED	
SURFACE SPACES	383 SPACES (12 ADA)

OWNER/DEVELOPER
ECO INVESTMENTS LLC
7833 MORSE ROAD
NEW ALBANY, OH 43054
JASON GUNSOOREK
JGUNSOREK@ECO-GV.COM

ENGINEER
ADVANCED CIVIL DESIGN LLC
781 SCIENCE BLVD, SUITE 100
GAHANNA, OH, 43230
614-428-4450

ARCHITECT
RED CONSULTING
33 N GRANT ST, SUITE 150
COLUMBUS, OHIO 43215

GRAPHIC SCALE



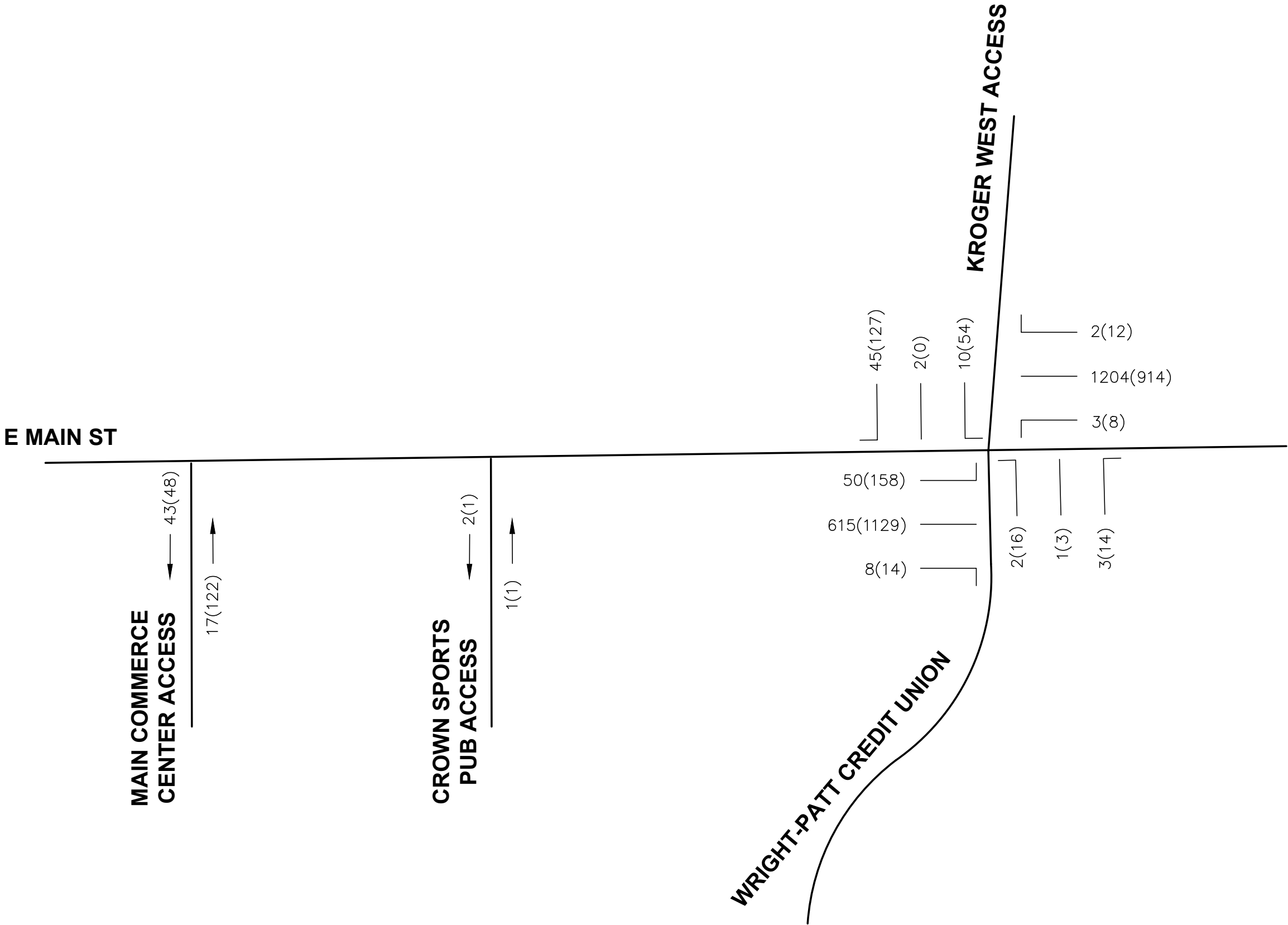
PLANS PREPARED BY:
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

82455

NUMBER

REGISTERED ENGINEER

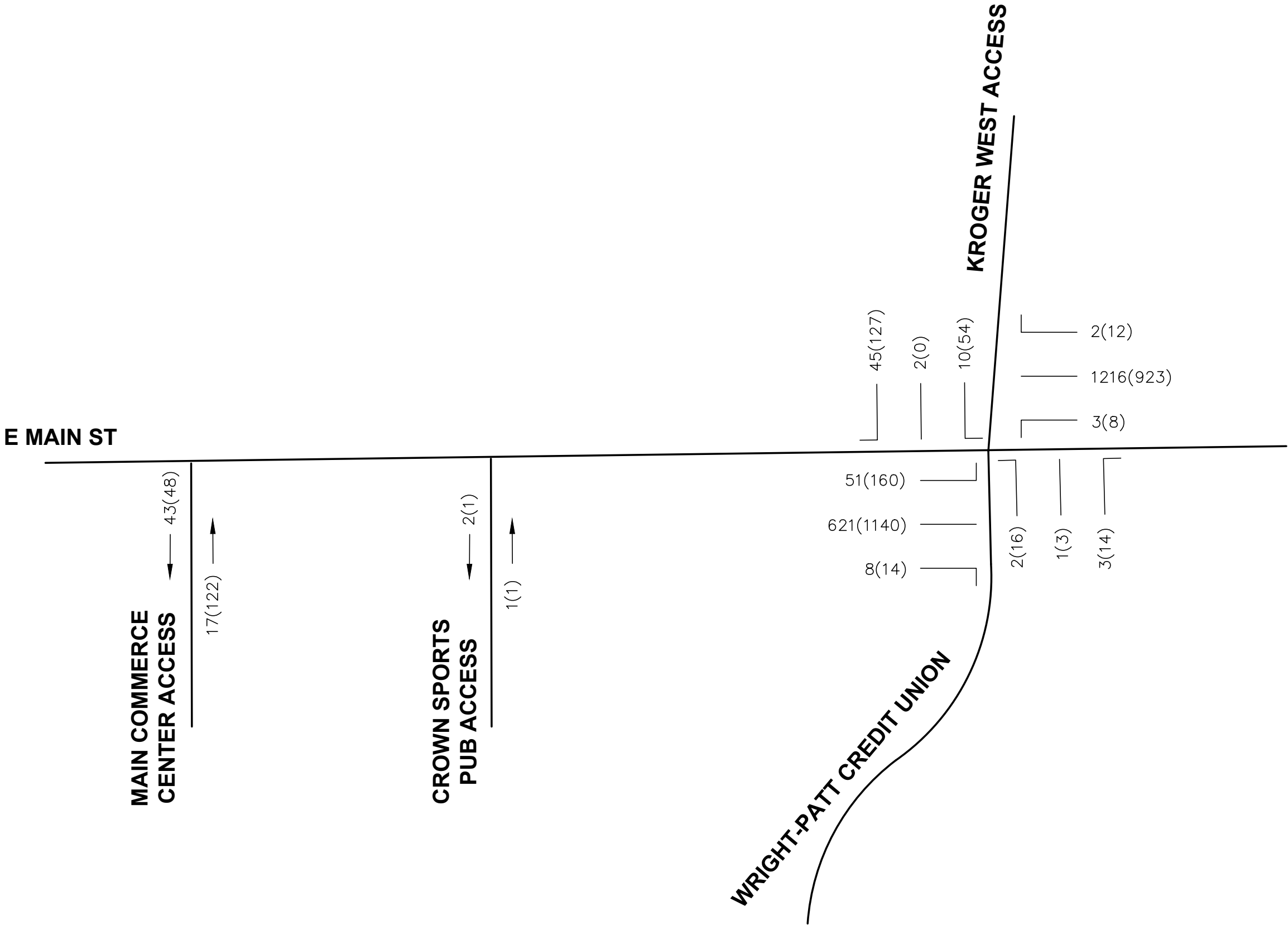
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REYNOLDSBURG, OHIO EXISTING 2022 NO BUILD AM(PM) PEAK FOR E MAIN ST. STUDY	
 ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	PLAN PREPARED BY: 781 Science Blvd, Suite 100 Gahanna, Ohio 43230 ph 614.428.7780 fax 614.428.7755
SCALE: NTS DATE: SEPTEMBER 15, 2022	SHEET 1 / 7



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REYNOLDSBURG, OHIO
2024 NO BUILD AM(PM) PEAK
FOR
E MAIN ST. STUDY



ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED BY:

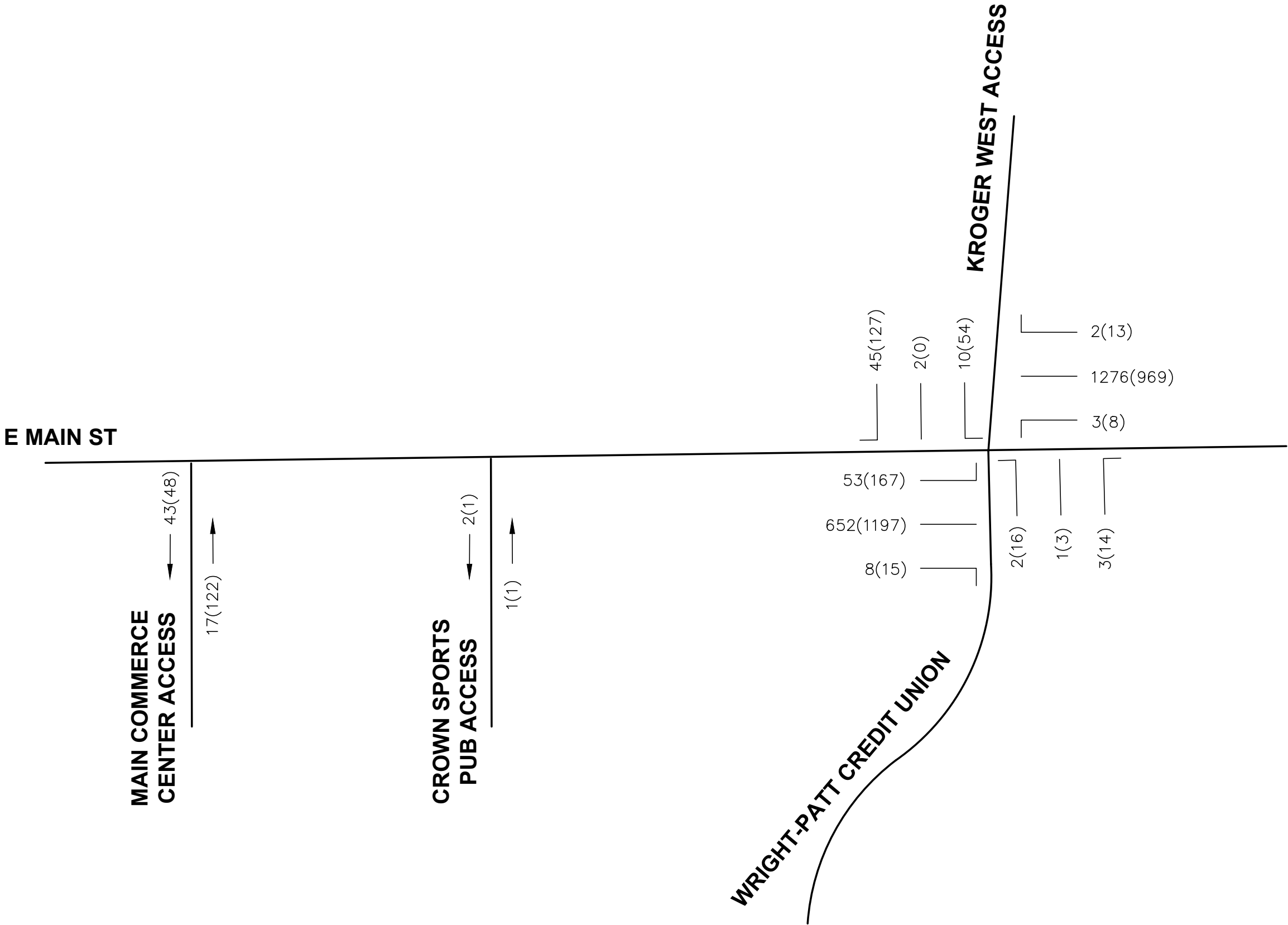
781 Science Blvd, Suite 100
Gahanna, Ohio 43230
ph 614.428.7780
fax 614.428.7755

SCALE: NTS
DATE: SEPTEMBER 15, 2022

SHEET **2 / 7**



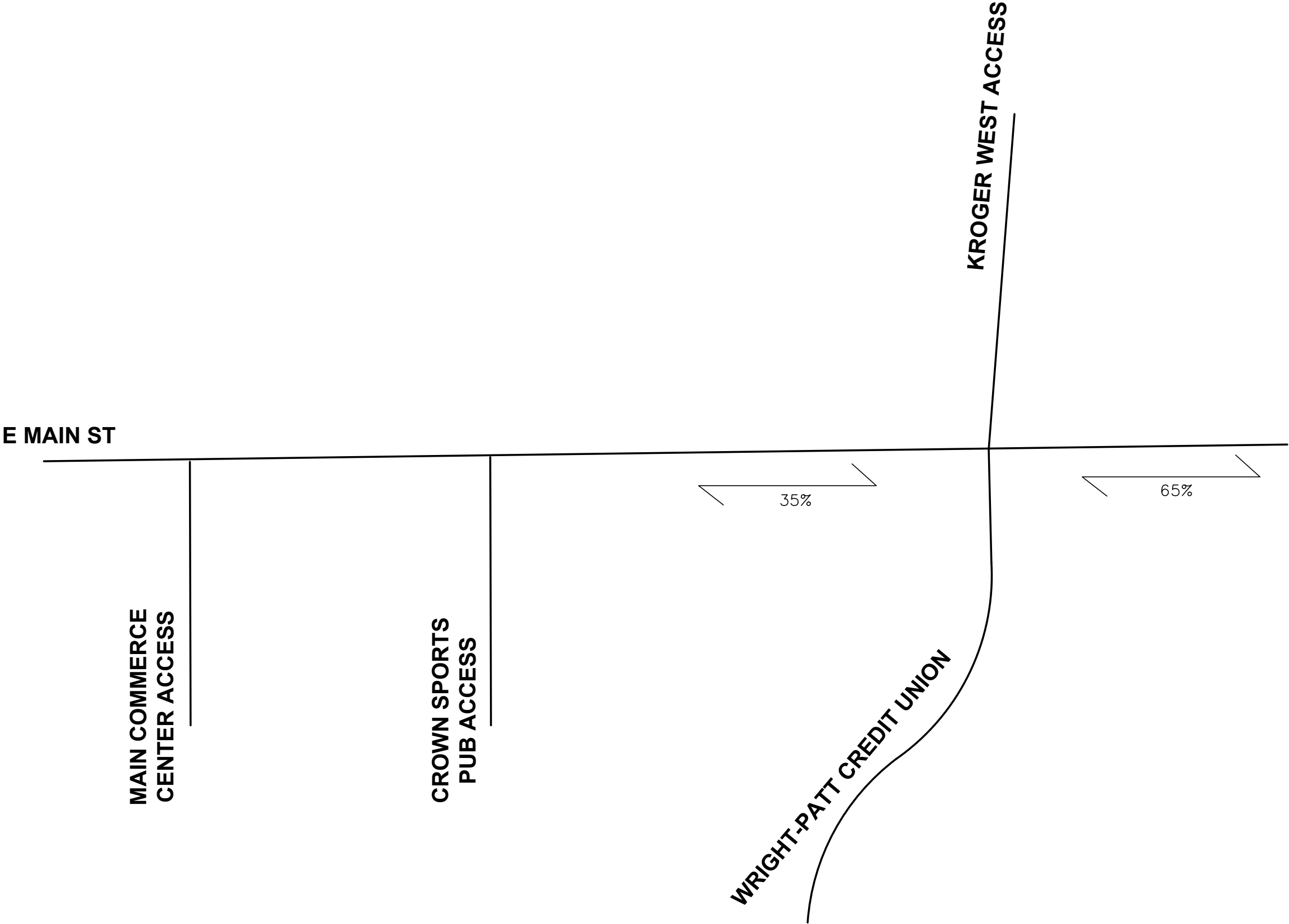
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REYNOLDSBURG, OHIO 2034 NO BUILD AM(PM) PEAK FOR E MAIN ST. STUDY	
 ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	PLAN PREPARED BY: 781 Science Blvd, Suite 100 Gahanna, Ohio 43230 ph 614.428.7780 fax 614.428.7755
SCALE: NTS DATE: SEPTEMBER 15, 2022	SHEET 3 / 7

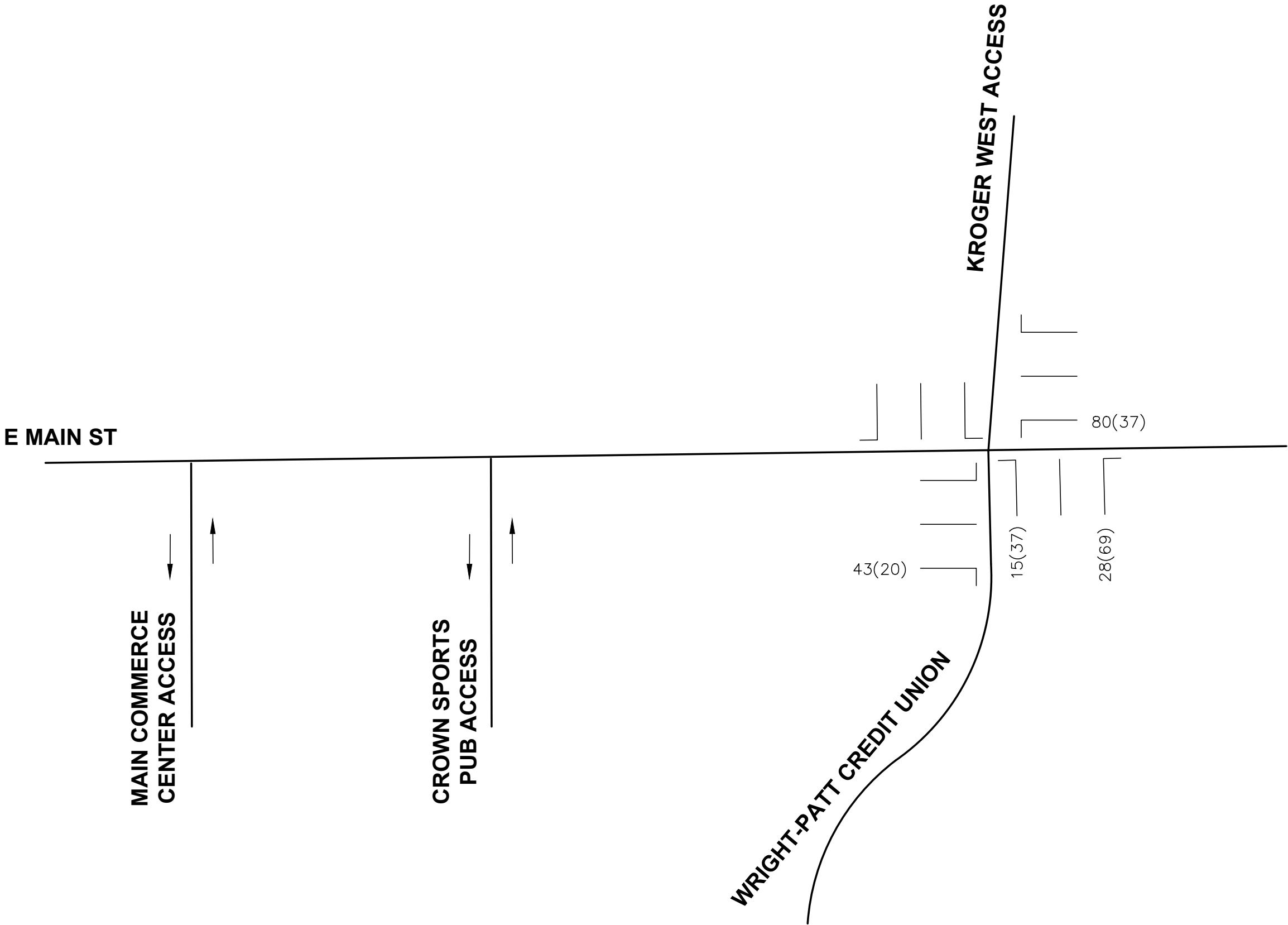


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REYNOLDSBURG, OHIO TRIP DISTRIBUTION % FOR E MAIN ST. STUDY	
 ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	PLAN PREPARED BY: 781 Science Blvd, Suite 100 Gahanna, Ohio 43230 ph 614.428.7780 fax 614.428.7755
SCALE: NTS DATE: SEPTEMBER 15, 2022	SHEET 4 / 7

Z:\20-0014-583\TRAFFIC\Studies\E Main St.Traffic Study.dwg Trip Generation AM(PM) Oct 21, 2022 - 12:58:50pm ebl/elt/s



REYNOLDSBURG, OHIO TRIP GENERATION AM(PM) PEAK FOR E MAIN ST. STUDY	
 ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	PLAN PREPARED BY: 781 Science Blvd, Suite 100 Gahanna, Ohio 43230 ph 614.428.7780 fax 614.428.7755
SCALE: NTS DATE: SEPTEMBER 15, 2022	SHEET 5 / 7

Capacity Analyses No-Build

Capacity analyses were performed utilizing HCM module in Synchro 11 and HCS. The Opening Year (2024) No-Build, Design Year (2034) No-Build were all analyzed. The results are summarized in Tables 2 and 3, below. Detailed Synchro and HCS print outs are contained in the Appendices.

Table 2. Traffic Study Signalized Intersections LOS, No Build

Intersection		Signalized Intersection Level of Service (LOS/ sec. delay)																
		No Build																
		2024								2034								
		AM				PM				AM				PM				
		NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	
E. Main Street & Kroger Access (Existing Conditions)		LT	B/17.3	B/17.4	B/19.3	B/14.5	B/15.6	B/16.0	C/22.1	C/21.5	B/18.4	B/18.5	B/19.0	B/13.6	B/16.7	B/17.1	C/21.8	C/20.7
		TH	A/0.0	A/0.0	B/16.1	C/27.1	A/0.0	A/0.0	C/26.5	C/31.6	A/0.0	A/0.0	B/15.1	C/26.4	A/0.0	A/0.0	C/25.8	C/30.6
		RT	A/0.0	B/18.1	B/16.1	C/26.8	A/0.0	B/17.3	C/26.4	C/31.4	A/0.0	B/19.3	B/15.1	C/26.2	A/0.0	B/18.5	C/25.6	C/30.4
		Approach	B/17.3	B/17.9	B/16.3	C/26.9	B/15.6	B/16.9	C/25.9	C/31.4	B/18.4	B/19.1	B/15.4	C/26.3	B/16.7	B/18.1	C/25.2	C/30.5
		Overall	C/23.0				C/27.2				C/22.3				C/26.6			
E. Main Street & Kroger Access W/ NB LT volumes added from the E. Main Street & Commerce Cetner Access (Existing Conditions)		LT	B/17.4	B/17.4	B/19.3	B/14.5	B/18.8	B/16.0	C/22.1	C/21.5	B/18.6	B/18.5	B/19.0	B/13.6	C/20.1	B/17.1	C/21.8	C/20.7
		TH	A/0.0	A/0.0	B/16.1	C/27.1	A/0.0	A/0.0	C/26.5	C/31.6	A/0.0	A/0.0	B/15.1	C/26.4	A/0.0	A/0.0	C/25.8	C/30.6
		RT	A/0.0	B/18.1	B/16.1	C/26.8	A/0.0	B/17.3	C/26.4	C/31.4	A/0.0	B/19.3	B/15.1	C/26.2	A/0.0	B/18.5	C/25.6	C/30.4
		Approach	B/17.4	B/17.9	B/16.3	C/26.9	B/18.8	B/16.9	C/25.9	C/31.4	B/18.6	B/19.1	B/15.4	C/26.3	C/20.1	B/18.0	C/25.2	C/30.5
		Overall	C/22.9				C/27.1				C/22.3				C/26.6			

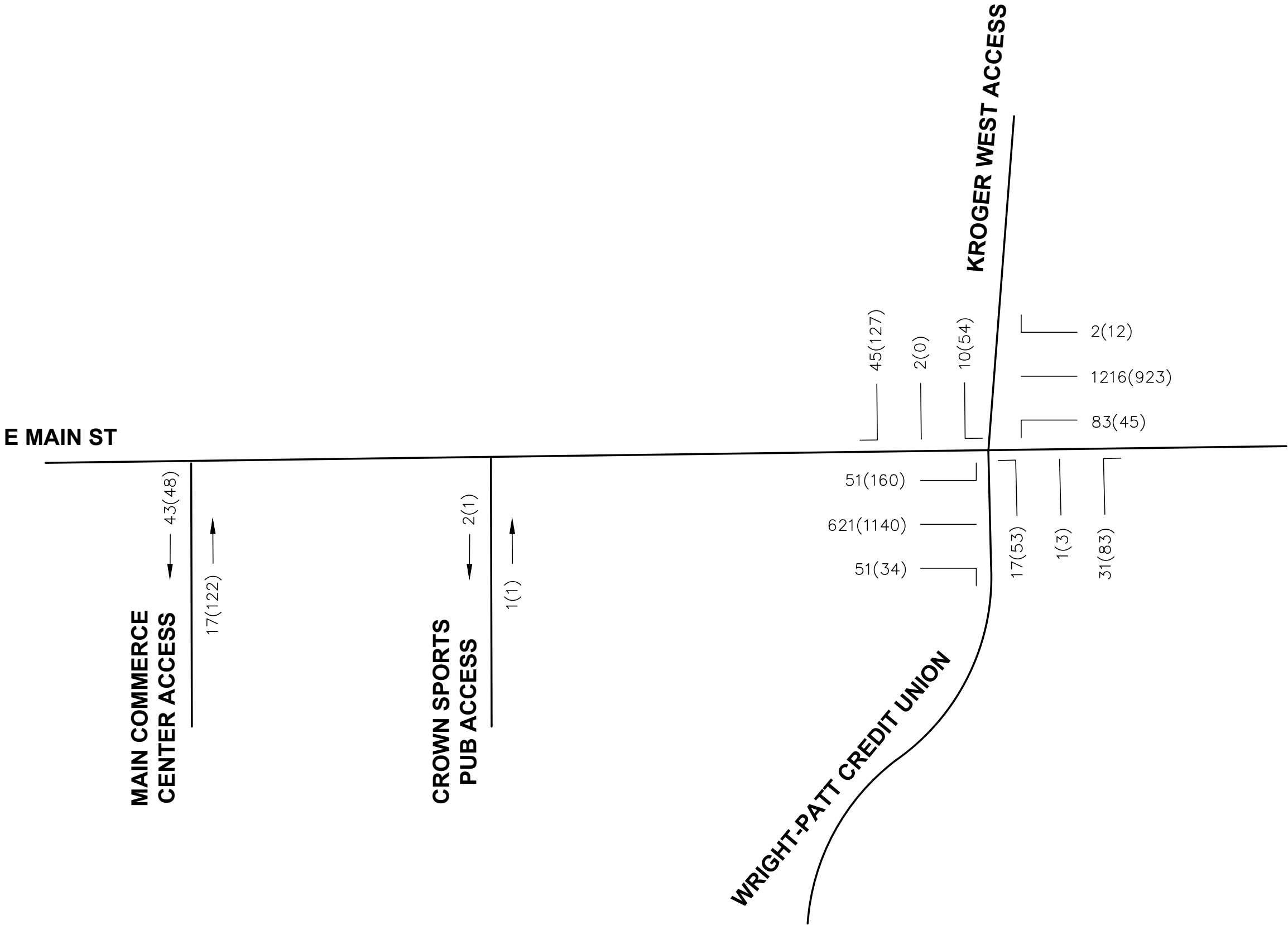
Table 3. Traffic Study Un-Signalized Intersections LOS, No Build

Intersection	Un-Signalized Intersection Level of Service (LOS/ sec. delay)															
	No Build															
	2024								2034							
	AM				PM				AM				PM			
	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB
E. Main Street & Commerce Center Access	C/21.8	-	A/0.0	A/0.2	F/11.9	-	A/0.0	A/0.4	C/23.5	-	A/0.0	A/0.2	F/11.9	-	A/0.0	A/0.4
E. Main Street & Commerce Center Access W/out left turns	B/10.9	-	A/0.0	A/0.2	C/17.7	-	A/0.0	A/0.4	B/11.1	-	A/0.0	A/0.2	C/18.8	-	A/0.0	A/0.4

In the Existing Conditions No-Build scenarios the Kroger Drive & E. Main Street signalized intersection operates at LOS "D" or better and requires no improvements.

The un-signalized intersection of Main Commerce Center Access & E. Main Street operates at an unacceptable LOS for No-Build Existing Conditions Opening and Design Year in the PM Peak (See appendices for HCS calculations). It has a LOS of "F" in both PM Peak scenarios. For the No Build scenario there are no improvements recommended.

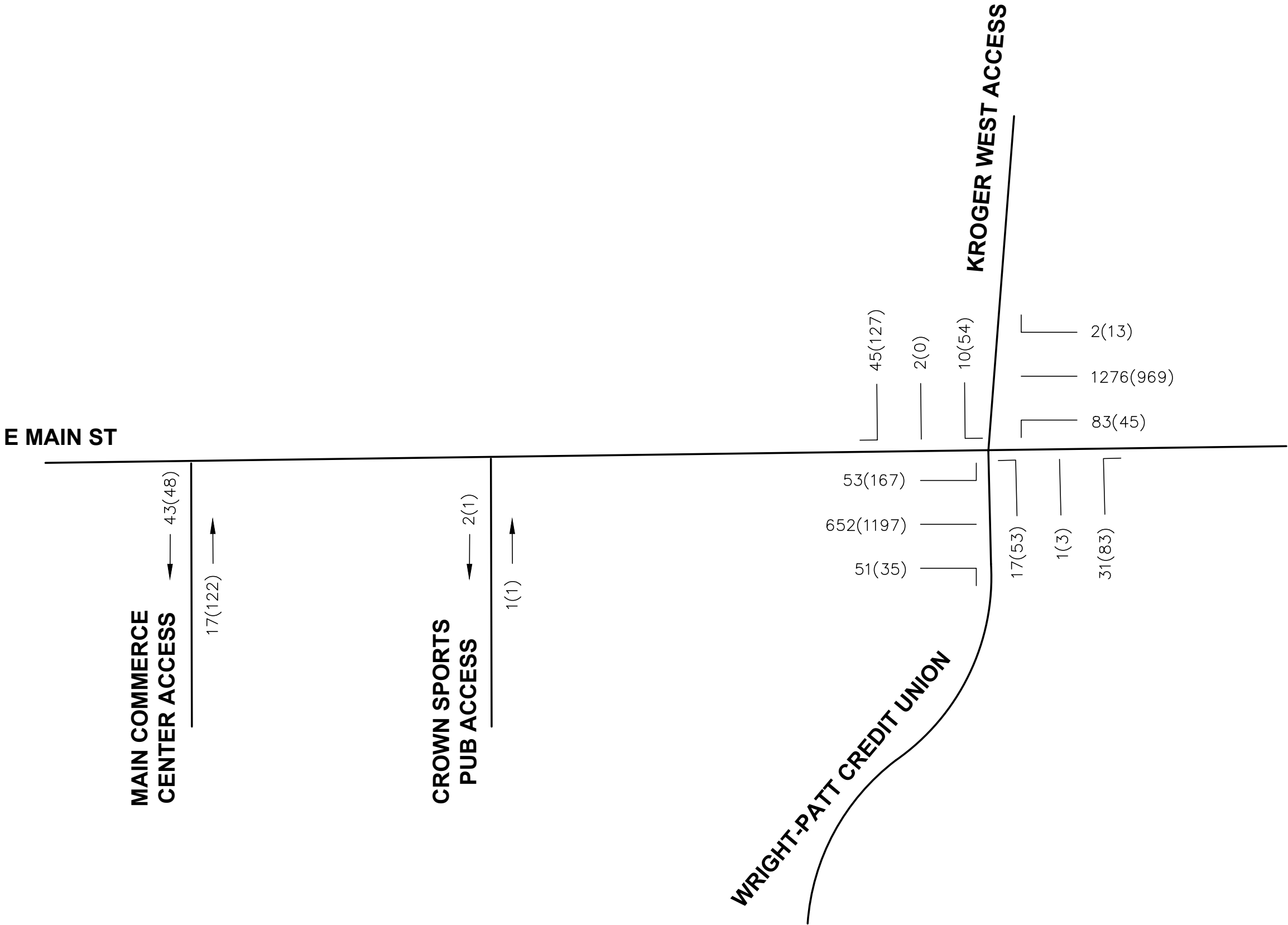
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REYNOLDSBURG, OHIO 2024 BUILD AM(PM) PEAK FOR E MAIN ST. STUDY	
 ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	PLAN PREPARED BY: 781 Science Blvd, Suite 100 Gahanna, Ohio 43230 ph 614.428.7780 fax 614.428.7755
SCALE: NTS DATE: SEPTEMBER 15, 2022	SHEET 6 / 7



Z:\20-0014-563\TRAFFIC\Studies\E Main St.Traffic Study.dwg Build 2034 AM(PM) Oct 21, 2022 - 1:00:00pm ebl/elt/s



REYNOLDSBURG, OHIO 2034 BUILD AM(PM) PEAK FOR E MAIN ST. STUDY	
 ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	PLAN PREPARED BY: 781 Science Blvd, Suite 100 Gahanna, Ohio 43230 ph 614.428.7780 fax 614.428.7755
SCALE: NTS DATE: SEPTEMBER 15, 2022	SHEET 7 / 7



Capacity Analyses Build

Capacity analyses were performed utilizing HCM module in Synchro 11 and HCS. The Opening Year (2024) Build, Design Year (2034) Build were all analyzed. The results are summarized in Tables 4 and 5, below. Detailed Synchro and HCS print outs are contained in the Appendices.

Table 4. Traffic Study Signalized Intersections LOS, Build

Intersection		Signalized Intersection Level of Service (LOS/ sec. delay)															
		Build															
		2024								2034							
		AM				PM				AM				PM			
		NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB
E. Main Street & Kroger Access (Existing Conditions)	LT	B/18.1	B/17.4	B/19.6	B/14.8	B/19.6	B/17.7	C/20.1	C/20.8	B/19.3	B/18.5	B/19.2	B/13.9	C/20.8	B/18.7	C/20.2	C/20.4
	TH	A/0.0	A/0.0	B/19.2	C/27.1	A/0.0	A/0.0	C/27.6	C/27.9	A/0.0	A/0.0	B/18.1	C/26.4	A/0.0	A/0.0	C/27.5	C/27.4
	RT	A/0.0	B/18.1	B/19.2	C/26.8	A/0.0	B/18.8	C/27.5	C/27.7	A/0.0	B/19.3	B/18.1	C/26.2	A/0.0	B/19.8	C/27.4	C/27.2
	Approach	B/18.1	B/18.0	B/19.2	C/26.2	B/19.6	B/18.5	C/26.7	C/27.5	B/19.3	B/19.1	B/18.2	C/25.5	C/20.8	B/19.5	C/26.6	C/27.0
	Overall	C/23.4				C/26.0				C/22.7				C/26.0			
E. Main Street & Kroger Access W/ NB LT volumes added from the E. Main Street & Commerce Center Access (Existing Conditions)	LT	B/18.2	B/17.4	B/19.6	B/14.8	C/21.7	B/17.2	C/20.9	C/21.5	B/19.4	B/18.5	B/19.2	B/13.9	C/23.1	B/18.3	C/20.8	C/21.0
	TH	A/0.0	A/0.0	B/19.2	C/27.1	A/0.0	A/0.0	C/30.0	C/29.5	A/0.0	A/0.0	B/18.1	C/26.4	A/0.0	A/0.0	C/29.5	C/28.8
	RT	A/0.0	B/18.1	B/19.2	C/26.8	A/0.0	B/18.2	C/29.8	C/29.3	A/0.0	B/19.3	B/18.1	C/26.2	A/0.0	B/19.4	C/29.4	C/28.6
	Approach	B/18.2	B/18.0	B/19.2	C/26.2	C/21.7	B/17.9	C/28.8	C/29.0	B/19.4	B/19.1	B/18.2	C/25.5	C/23.1	B/19.0	C/28.4	C/28.4
	Overall	C/23.4				C/27.7				C/22.7				C/27.4			

Table 5. Traffic Study Un-Signalized Intersections LOS, Build

Intersection		Un-Signalized Intersection Level of Service (LOS/ sec. delay)															
		Build															
		2024								2034							
		AM				PM				AM				PM			
		NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB
E. Main Street & Commerce Center Access		C/23.2	-	A/0.0	A/0.2	F/19.1	-	A/0.0	A/0.4	D/25.1	-	A/0.0	A/0.2	F/13.3	-	A/0.0	A/0.4
E. Main Street & Commerce Center Access W/out left turns		B/11.2	-	A/0.0	A/0.2	C/18.1	-	A/0.0	A/0.4	B/11.3	-	A/0.0	A/0.2	C/19.1	-	A/0.0	A/0.4

In the Existing Conditions Build scenarios the Kroger Drive & E. Main Street signalized intersection operates at LOS "D" or better and requires no improvements.

The un-signalized intersection of Main Commerce Center Access & E. Main Street operates at an unacceptable LOS for No-Build Opening and Design Year in the PM Peak (See appendices for HCS calculations). It has a LOS of "F" in both PM Peak scenarios. A Build improvement can be to not allow northbound left turns at the unsignalized intersection of E. Main Street & Commerce Center Access and those vehicles left turn movements would need to use the signal at Kroger Drive & E. Main Street to make that movement. With this change the unsignalized intersection of E. Main Street & Commerce Center Access and the signalized intersection of E. Main Street & Kroger Access both have acceptable LOS.

Conclusions and Recommendations

Based on the study results summarized above, a lengthened westbound left turn lane to 200 feet including a 50 feet taper is recommended (See Appendix for calculations). No additional improvements are recommended beyond the existing conditions for both study area intersections.

Appendices

Scoping Documentation

Ethan Billisits

From: Mark Mann
Sent: Monday, October 17, 2022 9:23 AM
To: Ethan Billisits
Subject: FW: HEART - Eco

Ethan

Here's the scope for the Reynoldsburg TAS

Project number is 20-0014-863

I'll forward the latest site plan too but you'll want to check with Chris Huber before you get too far into the study to be sure nothing has changed

Thanks,

Mark I. Mann, PE
 Director – Transportation Services

Advanced Civil Design, Inc.

781 Science Blvd, Suite 100
 Gahanna, OH 43230
 ph 614.428.7750
 fax 614.428.7755
 dir 614.944.5035
www.advancedcivildesign.com

From: Irwin, Ryan <rirwin@emht.com>
Sent: Friday, October 14, 2022 1:19 PM
To: Mark Mann <MMann@advancedcivildesign.com>; Andrews, Ryan <randrews@emht.com>
Subject: RE: HEART - Eco

Correct, per the information you have provided, and the Facilities Demand Worksheet, the scope of the TAS meets our needs.

Thanks,

Ryan Irwin, PE
 Traffic Engineer



EMH&T Engineers, Surveyors, Planners, Scientists
 5500 New Albany Road, Columbus, OH 43054
 v. 614.775.4653 | rirwin@emht.com
 emht.com

From: Mark Mann <MMann@advancedcivildesign.com>
Sent: Friday, October 14, 2022 11:01 AM
To: Irwin, Ryan <rirwin@emht.com>; Andrews, Ryan <randrews@emht.com>
Subject: RE: HEART - Eco

Attachment: TAS Report (Rezoning East Main Street)

Mark I. Mann, PE
Director – Transportation Services

Advanced Civil Design, Inc.

781 Science Blvd, Suite 100

Gahanna, OH 43230

ph 614.428.7750

fax 614.428.7755

dir 614.944.5035

<https://link.edgepilot.com/s/9127ddbf/-YUI7i-HZU6HTT I3nAnEA?u=http://www.advancedcivildesign.com/>

From: Mark Mann

Sent: Thursday, September 15, 2022 10:55 AM

To: Randrews@emht.com

Subject: FW: HEART - Eco

Ryan

Eric wanted us to reach out to you about study scope and data needs

I've attached and exhibit showing what and where we collected data for this project

We're anticipating just providing an analysis for the new signal at the Kroger Drive and determining if turn lanes need to be lengthened and maybe an un-signalized analysis for the affected driveways

Do you foresee a need to do anything further afield?

LMK

Thanks,

Mark I. Mann, PE
Director – Transportation Services

Advanced Civil Design, Inc.

781 Science Blvd, Suite 100

Gahanna, OH 43230

ph 614.428.7750

fax 614.428.7755

dir 614.944.5035

<https://link.edgepilot.com/s/9127ddbf/-YUI7i-HZU6HTT I3nAnEA?u=http://www.advancedcivildesign.com/>

From: Eric Meyer <emeyer@reynoldsburg.gov>

Sent: Thursday, September 15, 2022 8:31 AM

To: Tom Warner <twarner@advancedcivildesign.com>

Cc: Chris Huber <chuber@advancedcivildesign.com>; Mark Mann <MMann@advancedcivildesign.com>; randrews@emht.com

Subject: RE: HEART - Eco

I would advise you to connect with Ryan Andrews at EMH&T to make sure there is an understanding of what traffic data is required. I've copied Ryan on this email.

Attachment: TAS Report (Rezoning East Main Street)

Ethan Billisits

From: Hwashik Jang <hjang@morpc.org>
Sent: Thursday, September 29, 2022 4:58 PM
To: Ethan Billisits
Cc: Mark Mann; Nick Gill
Subject: RE: E. Main St Mix-Use Development

Ethan,

We have completed processing growth rates for the E Main St study area.
 Please use **0.5%** linear annual growth rate for the study segment.

Note: The above rate was derived based on planning level analysis by using MORPC's regional travel demand model.

If you have any questions, please let me know.

Thanks,

HWASHIK JANG

Senior Planner | Mid-Ohio Regional Planning Commission

T: 614.233.4145 | hjang@morpc.org

111 Liberty Street, Suite 100 | Columbus, OH 43215



From: Ethan Billisits <ebillisits@advancedcivildesign.com>
Sent: Tuesday, September 20, 2022 5:25 PM
To: Hwashik Jang <hjang@morpc.org>
Cc: Mark Mann <MMann@advancedcivildesign.com>
Subject: E. Main St Mix-Use Development

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the IT team

Hello!

I'm reaching out to you for a **Traffic Growth Rate** for E. Main street near the Kroger located at 6580 E Main St, Reynoldsburg, OH 43068. We are doing a Traffic Impact Study to redevelop the area at the address of 6543 E Main St, Reynoldsburg, OH 43068.

Please find attached 2022 traffic data exhibit for the following area intersections:

- E. Main St & Main commerce Center Access
- E. Main St & Crown Sports Pub Access (To be redeveloped)
- E. Main St & Wright-Patt Credit Union/Kroger West Access

Attachment: TAS Report (Rezoning East Main Street)

Traffic Count Data

Crown Sports Pub Access at Main St (US 40) - ATR

Tue Aug 30, 2022

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984169, Location: 39.954882, -82.823832



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	South Northbound		North Southbound		
Time	T	App	T	App	Int
2022-08-30 6:00AM	0	0	0	0	0
6:15AM	0	0	0	0	0
6:30AM	0	0	0	0	0
6:45AM	0	0	0	0	0
Hourly Total	0	0	0	0	0
7:00AM	0	0	0	0	0
7:15AM	0	0	0	0	0
7:30AM	0	0	0	0	0
7:45AM	0	0	0	0	0
Hourly Total	0	0	0	0	0
8:00AM	0	0	0	0	0
8:15AM	0	0	0	0	0
8:30AM	0	0	0	0	0
8:45AM	0	0	0	0	0
Hourly Total	0	0	0	0	0
3:00PM	0	0	1	1	1
3:15PM	1	1	0	0	1
3:30PM	0	0	0	0	0
3:45PM	0	0	0	0	0
Hourly Total	1	1	1	1	2
4:00PM	0	0	0	0	0
4:15PM	0	0	0	0	0
4:30PM	0	0	0	0	0
4:45PM	0	0	1	1	1
Hourly Total	0	0	1	1	1
5:00PM	0	0	0	0	0
5:15PM	0	0	0	0	0
5:30PM	0	0	0	0	0
5:45PM	0	0	0	0	0
Hourly Total	0	0	0	0	0
Total	1	1	2	2	3
% Approach	100%	-	100%	-	-
% Total	33.3%	33.3%	66.7%	66.7%	-
Lights and Motorcycles	1	1	2	2	3
% Lights and Motorcycles	100%	100%	100%	100%	100%
Heavy	0	0	0	0	0
% Heavy	0%	0%	0%	0%	0%

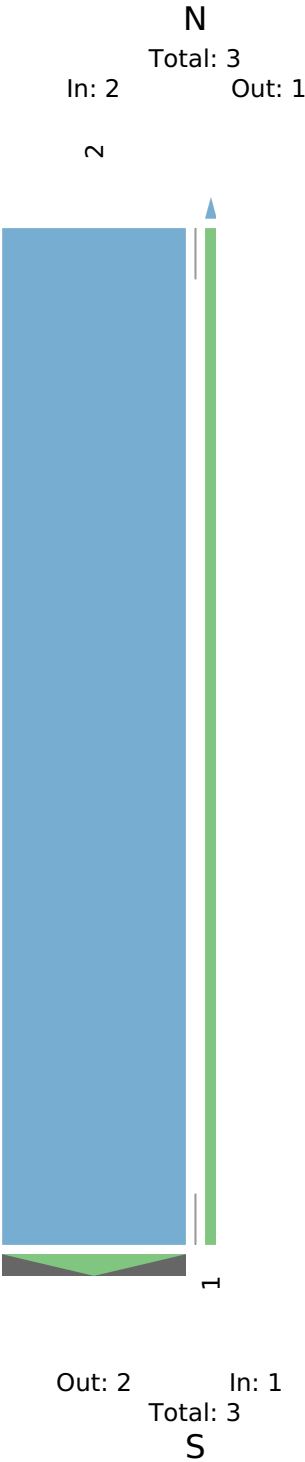
*T: Thru

Attachment: TAS Report (Rezoning East Main Street)

Crown Sports Pub Access at Main St (US 40) - ATR
Tue Aug 30, 2022
Full Length (6 AM-9 AM, 3 PM-6 PM)
All Classes (Lights and Motorcycles, Heavy)
All Channels
ID: 984169, Location: 39.954882, -82.823832



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US



Attachment: TAS Report (Rezoning East Main Street)

Crown Sports Pub Access at Main St (US 40) - ATR

Tue Aug 30, 2022

PM Peak (3 PM - 4 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984169, Location: 39.954882, -82.823832



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	South Northbound		North Southbound		
Time	T	App	T	App	Int
2022-08-30 3:00PM	0	0	1	1	1
3:15PM	1	1	0	0	1
3:30PM	0	0	0	0	0
3:45PM	0	0	0	0	0
Total	1	1	1	1	2
% Approach	100%	-	100%	-	-
% Total	50.0%	50.0%	50.0%	50.0%	-
PHF	0.250	0.250	0.250	0.250	0.500
Lights and Motorcycles	1	1	1	1	2
% Lights and Motorcycles	100%	100%	100%	100%	100%
Heavy	0	0	0	0	0
% Heavy	0%	0%	0%	0%	0%

*T: Thru

Crown Sports Pub Access at Main St (US 40) - ATR

Tue Aug 30, 2022

PM Peak (3 PM - 4 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984169, Location: 39.954882, -82.823832



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

N
Total: 2
In: 1 Out: 1

1



Out: 1 In: 1
Total: 2
S

Attachment: TAS Report (Rezoning East Main Street)

Main Commerce Center Access at Main St (US 4... - ATR

Tue Aug 30, 2022

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984176, Location: 39.954886, -82.824233



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	South Northbound		North Southbound		
Time	T	App	T	App	Int
2022-08-30 6:00AM	0	0	1	1	1
6:15AM	1	1	1	1	2
6:30AM	0	0	2	2	2
6:45AM	0	0	6	6	6
Hourly Total	1	1	10	10	11
7:00AM	1	1	3	3	4
7:15AM	3	3	2	2	5
7:30AM	1	1	9	9	10
7:45AM	4	4	7	7	11
Hourly Total	9	9	21	21	30
8:00AM	3	3	11	11	14
8:15AM	5	5	4	4	9
8:30AM	5	5	13	13	18
8:45AM	4	4	15	15	19
Hourly Total	17	17	43	43	60
3:00PM	31	31	8	8	39
3:15PM	31	31	17	17	48
3:30PM	29	29	14	14	43
3:45PM	31	31	9	9	40
Hourly Total	122	122	48	48	170
4:00PM	24	24	14	14	38
4:15PM	29	29	15	15	44
4:30PM	20	20	9	9	29
4:45PM	20	20	7	7	27
Hourly Total	93	93	45	45	138
5:00PM	14	14	8	8	22
5:15PM	4	4	7	7	11
5:30PM	8	8	5	5	13
5:45PM	9	9	2	2	11
Hourly Total	35	35	22	22	57
Total	277	277	189	189	466
% Approach	100%	-	100%	-	-
% Total	59.4%	59.4%	40.6%	40.6%	-
Lights and Motorcycles	275	275	185	185	460
% Lights and Motorcycles	99.3%	99.3%	97.9%	97.9%	98.7%
Heavy	2	2	4	4	6
% Heavy	0.7%	0.7%	2.1%	2.1%	1.3%

*T: Thru

Attachment: TAS Report (Rezoning East Main Street)

Main Commerce Center Access at Main St (US 4... - ATR

Tue Aug 30, 2022

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984176, Location: 39.954886, -82.824233



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US



Main Commerce Center Access at Main St (US 4... - ATR

Tue Aug 30, 2022

AM Peak (8 AM - 9 AM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984176, Location: 39.954886, -82.824233



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	South Northbound		North Southbound		
Time	T	App	T	App	Int
2022-08-30 8:00AM	3	3	11	11	14
8:15AM	5	5	4	4	9
8:30AM	5	5	13	13	18
8:45AM	4	4	15	15	19
Total	17	17	43	43	60
% Approach	100%	-	100%	-	-
% Total	28.3%	28.3%	71.7%	71.7%	-
PHF	0.850	0.850	0.717	0.717	0.789
Lights and Motorcycles	15	15	41	41	56
% Lights and Motorcycles	88.2%	88.2%	95.3%	95.3%	93.3%
Heavy	2	2	2	2	4
% Heavy	11.8%	11.8%	4.7%	4.7%	6.7%

*T: Thru

Main Commerce Center Access at Main St (US 4... - ATR

Tue Aug 30, 2022

AM Peak (8 AM - 9 AM)

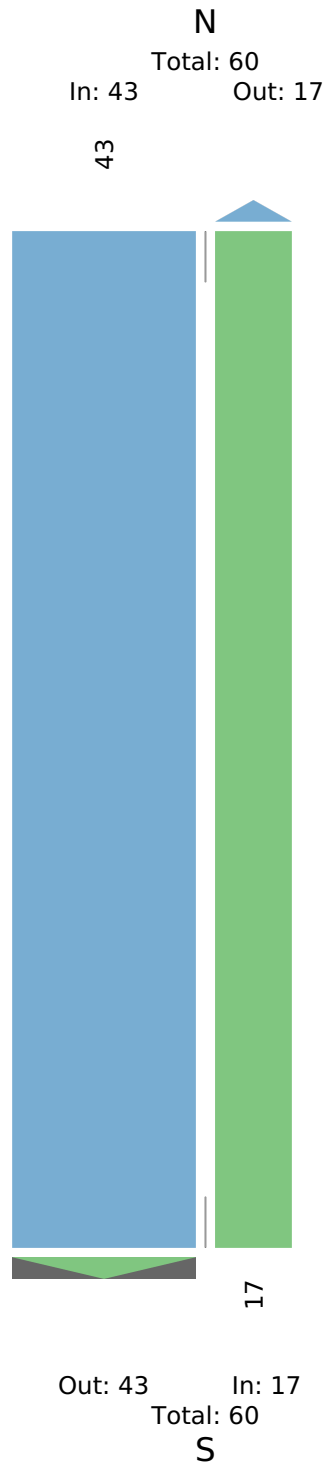
All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984176, Location: 39.954886, -82.824233



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US



Main Commerce Center Access at Main St (US 4... - ATR

Tue Aug 30, 2022

PM Peak (3 PM - 4 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984176, Location: 39.954886, -82.824233



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	South Northbound		North Southbound		
Time	T	App	T	App	Int
2022-08-30 3:00PM	31	31	8	8	39
3:15PM	31	31	17	17	48
3:30PM	29	29	14	14	43
3:45PM	31	31	9	9	40
Total	122	122	48	48	170
% Approach	100%	-	100%	-	-
% Total	71.8%	71.8%	28.2%	28.2%	-
PHF	0.984	0.984	0.706	0.706	0.885
Lights and Motorcycles	122	122	47	47	169
% Lights and Motorcycles	100%	100%	97.9%	97.9%	99.4%
Heavy	0	0	1	1	1
% Heavy	0%	0%	2.1%	2.1%	0.6%

*T: Thru

Main Commerce Center Access at Main St (US 4... - ATR

Tue Aug 30, 2022

PM Peak (3 PM - 4 PM) - Overall Peak Hour

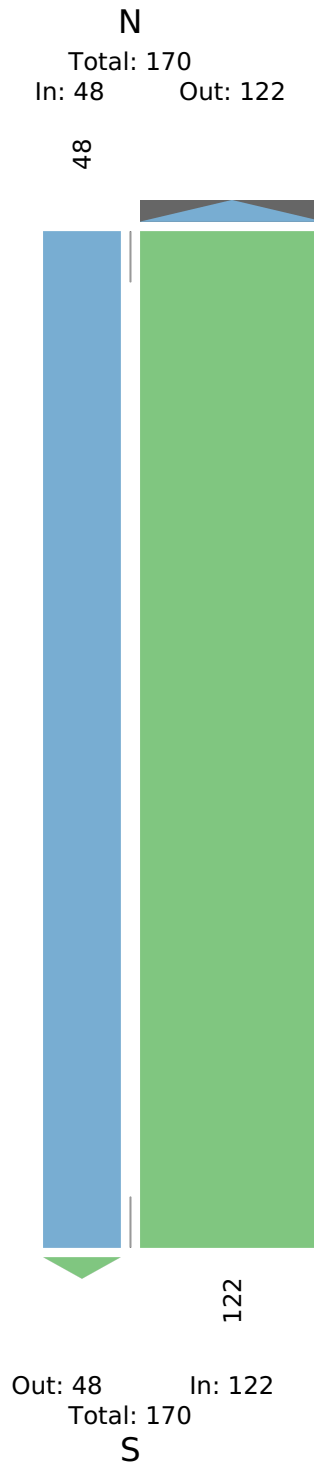
All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 984176, Location: 39.954886, -82.824233



Provided by: Smart Services, Inc.
 88 W. Church Street, Newark, OH, 43055, US



Attachment: TAS Report (Rezoning East Main Street)

Main St (US 40) & New Kroger Drive - TMC

Tue Aug 30, 2022

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy, Pedestrians)

All Movements

ID: 984156, Location: 39.954922, -82.823178



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	Main Street (US 40) Eastbound						Main Street (US 40) Westbound						Wright-Patt Credit Union Northbound						Kroger West Access Southbound							
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int	
2022-08-30 6:00AM	5	49	0	0	54	0	0	123	1	0	124	0	0	0	0	0	0	0	0	0	0	3	0	3	0	181
6:15AM	6	70	0	0	76	0	0	130	0	0	130	0	0	0	0	0	0	1	0	0	0	5	0	5	0	211
6:30AM	12	114	0	0	126	0	0	204	0	0	204	0	0	0	0	0	0	1	0	0	0	1	0	1	0	331
6:45AM	3	125	0	0	128	0	0	207	1	0	208	1	0	0	0	0	0	0	0	0	0	5	0	5	0	341
Hourly Total	26	358	0	0	384	0	0	664	2	0	666	1	0	0	0	0	0	2	0	0	0	14	0	14	0	1064
7:00AM	6	117	0	0	123	0	0	196	0	0	196	0	0	0	1	0	1	0	0	0	0	8	0	8	0	328
7:15AM	11	141	1	0	153	0	1	254	0	0	255	0	0	0	1	0	1	0	0	2	0	4	0	6	0	415
7:30AM	5	130	1	0	136	0	1	274	0	0	275	0	2	0	1	0	3	0	0	0	0	9	0	9	0	423
7:45AM	11	169	2	0	182	1	1	358	1	0	360	1	0	0	0	0	0	0	0	0	12	0	12	1	554	
Hourly Total	33	557	4	0	594	1	3	1082	1	0	1086	1	2	0	3	0	5	0	0	2	0	33	0	35	1	1720
8:00AM	11	137	1	0	149	0	0	320	0	0	320	0	1	0	1	0	2	0	0	3	1	11	0	15	0	486
8:15AM	14	158	3	0	175	0	2	250	1	0	253	0	1	0	1	0	2	0	0	3	1	9	0	13	2	443
8:30AM	14	151	2	0	167	0	0	276	0	0	276	0	0	1	1	0	2	0	0	4	0	13	0	17	0	462
8:45AM	19	149	3	0	171	0	3	301	0	0	304	0	0	0	2	0	2	0	0	2	0	13	0	15	0	492
Hourly Total	58	595	9	0	662	0	5	1147	1	0	1153	0	2	1	5	0	8	0	0	12	2	46	0	60	2	1883
3:00PM	46	232	8	0	286	1	2	209	1	0	212	1	9	1	3	0	13	1	0	6	0	27	0	33	2	544
3:15PM	45	270	2	0	317	0	3	228	1	0	232	2	6	2	4	0	12	0	0	7	0	37	0	44	0	605
3:30PM	35	255	2	0	292	0	0	219	4	0	223	0	4	0	4	0	8	0	0	9	1	31	0	41	0	564
3:45PM	33	267	2	0	302	0	5	245	3	0	253	3	2	0	1	0	3	5	0	10	1	28	0	39	0	597
Hourly Total	159	1024	14	0	1197	1	10	901	9	0	920	6	21	3	12	0	36	6	0	32	2	123	0	157	2	2310
4:00PM	36	267	4	0	307	0	4	243	3	0	250	0	5	0	2	0	7	2	0	9	0	38	0	47	0	611
4:15PM	46	273	4	0	323	0	2	214	6	0	222	1	9	0	4	0	13	1	0	9	1	31	0	41	0	599
4:30PM	38	280	1	0	319	0	3	211	7	0	221	0	4	0	3	0	7	0	0	11	0	35	0	46	0	593
4:45PM	40	288	5	0	333	0	1	208	1	0	210	2	7	0	2	0	9	2	0	16	0	44	0	60	0	612
Hourly Total	160	1108	14	0	1282	0	10	876	17	0	903	3	25	0	11	0	36	5	0	45	1	148	0	194	0	2415
5:00PM	36	270	1	0	307	0	3	260	1	0	264	2	2	1	5	0	8	2	0	9	0	18	0	27	0	606
5:15PM	44	291	7	0	342	0	1	235	3	0	239	0	3	2	4	0	9	1	0	18	0	30	0	48	1	638
5:30PM	41	290	1	0	332	1	0	194	2	0	196	1	9	1	2	0	12	0	0	10	0	36	0	46	0	586
5:45PM	65	243	5	0	313	0	0	216	1	0	217	0	3	0	2	0	5	0	0	10	0	31	0	41	0	576
Hourly Total	186	1094	14	0	1294	1	4	905	7	0	916	3	17	4	13	0	34	3	0	47	0	115	0	162	1	2406
Total	622	4736	55	0	5413	3	32	5575	37	0	5644	14	67	8	44	0	119	16	0	138	5	479	0	622	6	11798
% Approach	11.5%	87.5%	1.0%	0%	-	-	0.6%	98.8%	0.7%	0%	-	-	56.3%	6.7%	37.0%	0%	-	-	22.2%	0.8%	77.0%	0%	-	-	-	
% Total	5.3%	40.1%	0.5%	0%	45.9%	-	0.3%	47.3%	0.3%	0%	47.8%	-	0.6%	0.1%	0.4%	0%	1.0%	-	1.2%	0%	4.1%	0%	5.3%	-	-	
Lights and Motorcycles	611	4601	55	0	5267	-	31	5399	36	0	5466	-	66	8	44	0	118	-	137	5	475	0	617	-	11468	
% Lights and Motorcycles	98.2%	97.1%	100%	0%	97.3%	-	96.9%	96.8%	97.3%	0%	96.8%	-	98.5%	100%	100%	0%	99.2%	-	99.3%	100%	99.2%	0%	99.2%	-	97.2%	
Heavy	11	135	0	0	146	-	1	176	1	0	178	-	1	0	0	0	1	-	1	0	4	0	5	-	330	
% Heavy	1.8%	2.9%	0%	0%	2.7%	-	3.1%	3.2%	2.7%	0%	3.2%	-	1.5%	0%	0%	0%	0.8%	-	0.7%	0%	0.8%	0%	0.8%	-	2.8%	
Pedestrians	-	-	-	-	-	3	-	-	-	-	-	14	-	-	-	-	-	16	-	-	-	-	-	6	-	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Attachment: TAS Report (Rezoning East Main Street)

Main St (US 40) & New Kroger Drive - TMC

Tue Aug 30, 2022

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy, Pedestrians)

All Movements

ID: 984156, Location: 39.954922, -82.823178



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

[N] Kroger West Access

Total: 1289

In: 622 Out: 667

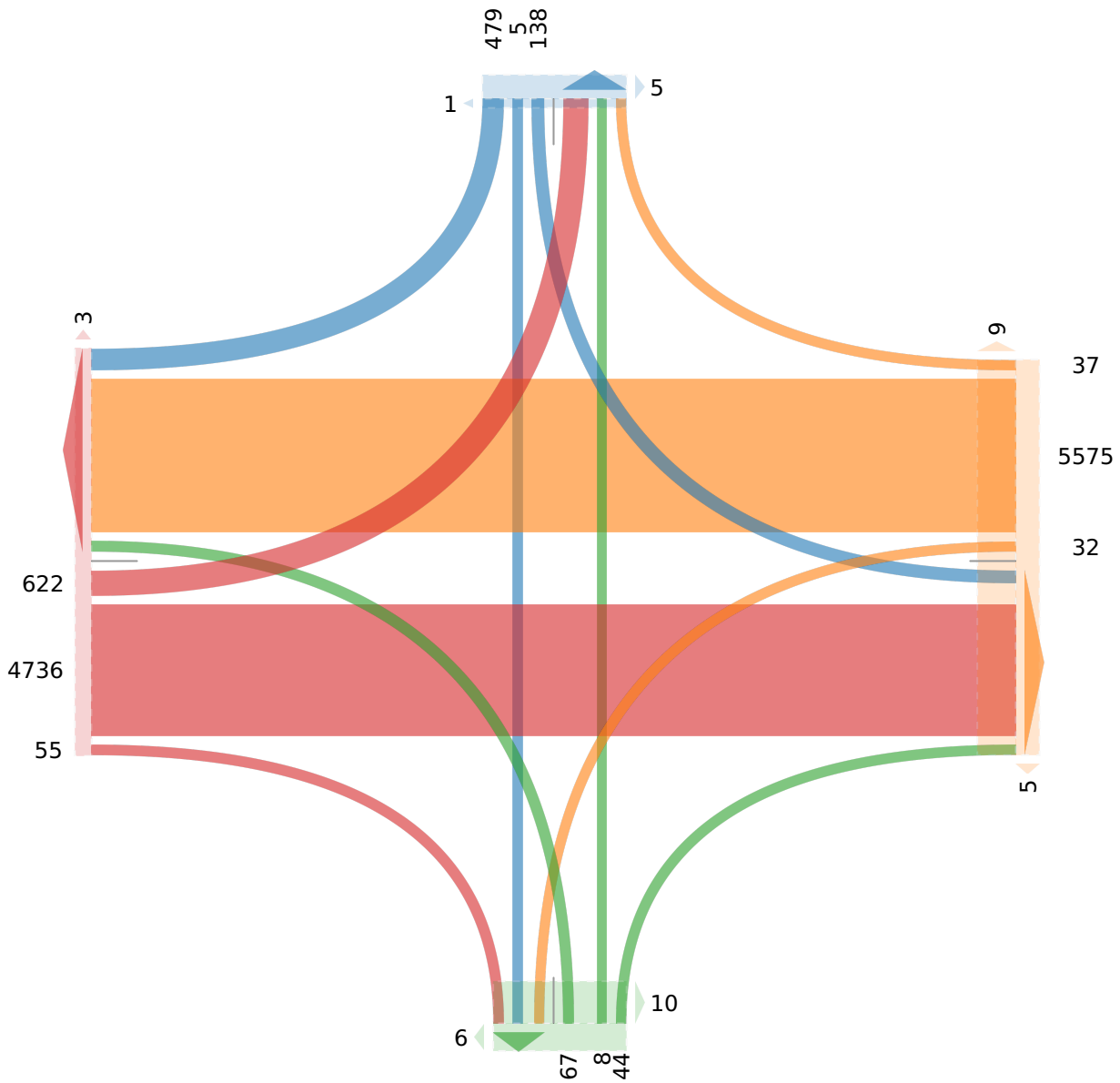
479
5
138

1 5

[W] Main Street (US 40)

Total: 11534

In: 5413 Out: 6121



[E] Main Street (US 40)
Attachment: TAS Report (Rezoning East Main Street)

Out: 92 In: 119
Total: 211
[S] Wright-Patt Credit Union

Main St (US 40) & New Kroger Drive - TMC

Tue Aug 30, 2022

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights and Motorcycles, Heavy, Pedestrians)

All Movements

ID: 984156, Location: 39.954922, -82.823178



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	Main Street (US 40) Eastbound						Main Street (US 40) Westbound						Wright-Patt Credit Union Northbound						Kroger West Access Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2022-08-30 7:45AM	11	169	2	0	182	1	1	358	1	0	360	1	0	0	0	0	0	0	0	0	12	0	12	1	554
8:00AM	11	137	1	0	149	0	0	320	0	0	320	0	1	0	1	0	2	0	3	1	11	0	15	0	486
8:15AM	14	158	3	0	175	0	2	250	1	0	253	0	1	0	1	0	2	0	3	1	9	0	13	2	443
8:30AM	14	151	2	0	167	0	0	276	0	0	276	0	0	1	1	0	2	0	4	0	13	0	17	0	462
Total	50	615	8	0	673	1	3	1204	2	0	1209	1	2	1	3	0	6	0	10	2	45	0	57	3	1945
% Approach	7.4%	91.4%	1.2%	0%	-	-	0.2%	99.6%	0.2%	0%	-	-	33.3%	16.7%	50.0%	0%	-	-	17.5%	3.5%	78.9%	0%	-	-	-
% Total	2.6%	31.6%	0.4%	0%	34.6%	-	0.2%	61.9%	0.1%	0%	62.2%	-	0.1%	0.1%	0.2%	0%	0.3%	-	0.5%	0.1%	2.3%	0%	2.9%	-	-
PHF	0.893	0.910	0.667	-	0.924	-	0.375	0.841	0.500	-	0.840	-	0.500	0.250	0.750	-	0.750	-	0.625	0.500	0.865	-	0.838	-	0.878
Lights and Motorcycles	50	582	8	0	640	-	3	1146	2	0	1151	-	2	1	3	0	6	-	9	2	45	0	56	-	1853
% Lights and Motorcycles	100%	94.6%	100%	0%	95.1%	-	100%	95.2%	100%	0%	95.2%	-	100%	100%	100%	0%	100%	-	90.0%	100%	100%	0%	98.2%	-	95.3%
Heavy	0	33	0	0	33	-	0	58	0	0	58	-	0	0	0	0	0	-	1	0	0	0	1	-	92
% Heavy	0%	5.4%	0%	0%	4.9%	-	0%	4.8%	0%	0%	4.8%	-	0%	0%	0%	0%	0%	-	10.0%	0%	0%	0%	1.8%	-	4.7%
Pedestrians	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	3	-
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	100%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Main St (US 40) & New Kroger Drive - TMC
 Tue Aug 30, 2022
 AM Peak (7:45 AM - 8:45 AM)
 All Classes (Lights and Motorcycles, Heavy, Pedestrians)
 All Movements
 ID: 984156, Location: 39.954922, -82.823178



Provided by: Smart Services, Inc.
 88 W. Church Street, Newark, OH, 43055, US

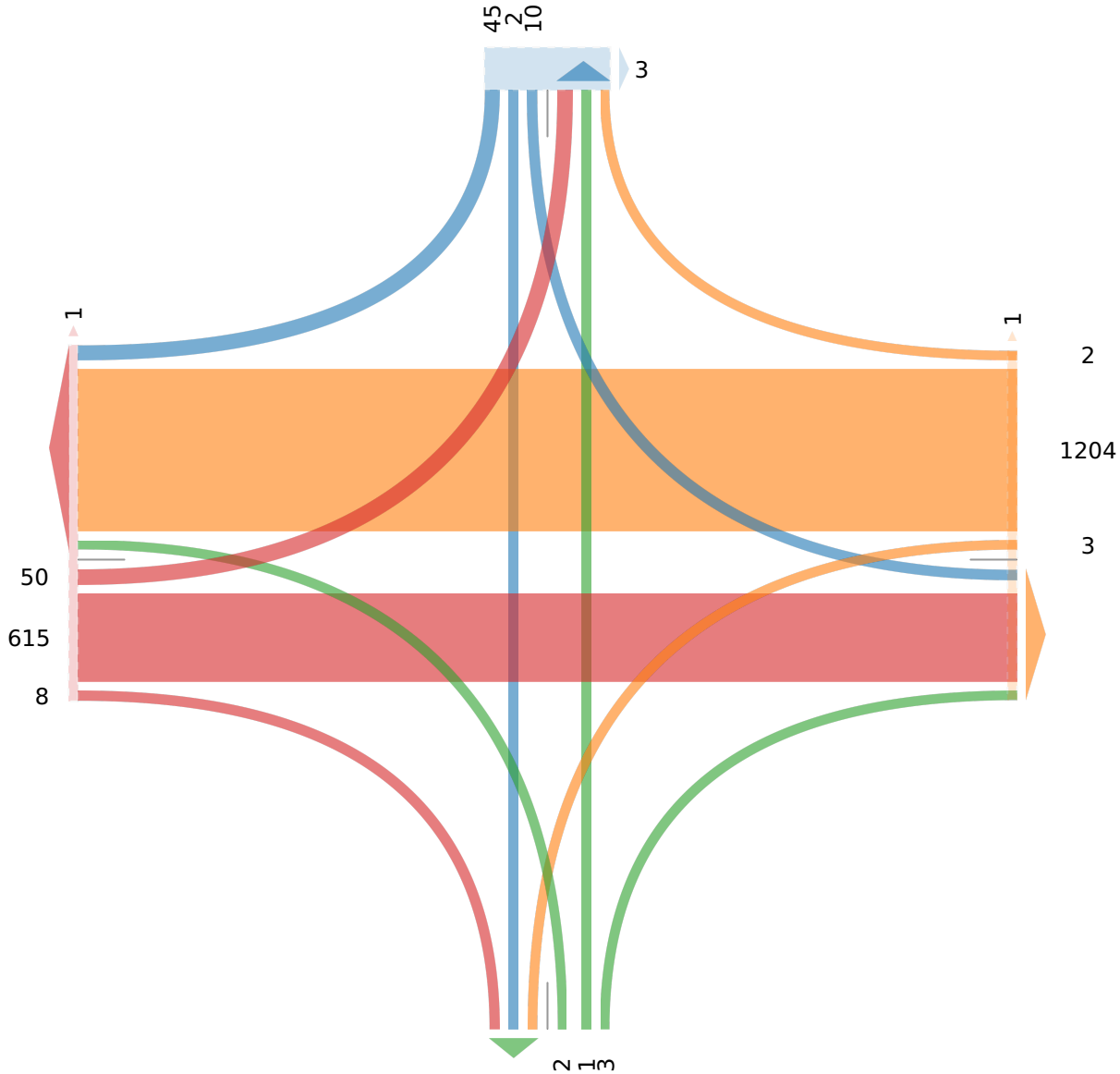
11.3.i

[N] Kroger West Access

Total: 110
 In: 57 Out: 53

[W] Main Street (US 40)

Total: 1924
 In: 673 Out: 1251



Attachment: TAS Report (Rezoning East Main Street)
 [E] Main Street (US 40)

Main St (US 40) & New Kroger Drive - TMC

Tue Aug 30, 2022

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy, Pedestrians)

All Movements

ID: 984156, Location: 39.954922, -82.823178



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	Main Street (US 40) Eastbound							Main Street (US 40) Westbound							Wright-Patt Credit Union Northbound							Kroger West Access Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*	Int	
2022-08-30 4:30PM	38	280	1	0	319	0		3	211	7	0	221	0		4	0	3	0	7	0		11	0	35	0	46	0		593
4:45PM	40	288	5	0	333	0		1	208	1	0	210	2		7	0	2	0	9	2		16	0	44	0	60	0		612
5:00PM	36	270	1	0	307	0		3	260	1	0	264	2		2	1	5	0	8	2		9	0	18	0	27	0		606
5:15PM	44	291	7	0	342	0		1	235	3	0	239	0		3	2	4	0	9	1		18	0	30	0	48	1		638
Total	158	1129	14	0	1301	0		8	914	12	0	934	4		16	3	14	0	33	5		54	0	127	0	181	1		2449
% Approach	12.1%	86.8%	1.1%	0%	-	-		0.9%	97.9%	1.3%	0%	-	-		48.5%	9.1%	42.4%	0%	-	-		29.8%	0%	70.2%	0%	-	-		-
% Total	6.5%	46.1%	0.6%	0%	53.1%	-		0.3%	37.3%	0.5%	0%	38.1%	-		0.7%	0.1%	0.6%	0%	1.3%	-		2.2%	0%	5.2%	0%	7.4%	-		-
PHF	0.898	0.970	0.500	-	0.951	-		0.667	0.879	0.429	-	0.884	-		0.571	0.375	0.700	-	0.917	-		0.750	-	0.722	-	0.754	-		0.960
Lights and Motorcycles	156	1118	14	0	1288	-		8	903	12	0	923	-		15	3	14	0	32	-		54	0	127	0	181	-		2424
% Lights and Motorcycles	98.7%	99.0%	100%	0%	99.0%	-		100%	98.8%	100%	0%	98.8%	-		93.8%	100%	100%	0%	97.0%	-		100%	0%	100%	0%	100%	-		99.0%
Heavy	2	11	0	0	13	-		0	11	0	0	11	-		1	0	0	0	1	-		0	0	0	0	0	-		25
% Heavy	1.3%	1.0%	0%	0%	1.0%	-		0%	1.2%	0%	0%	1.2%	-		6.3%	0%	0%	0%	3.0%	-		0%	0%	0%	0%	0%	-		1.0%
Pedestrians	-	-	-	-	-	0		-	-	-	-	-	4		-	-	-	-	-	5		-	-	-	-	-	1		
% Pedestrians	-	-	-	-	-	-		-	-	-	-	-	100%		-	-	-	-	-	100%		-	-	-	-	-	100%		

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Main St (US 40) & New Kroger Drive - TMC

Tue Aug 30, 2022

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy, Pedestrians)

All Movements

ID: 984156, Location: 39.954922, -82.823178



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

[N] Kroger West Access

Total: 354

In: 181 Out: 173

127
54

1

[W] Main Street (US 40)

Total: 2358

In: 1301 Out: 1057

158

1129

14

12

914

8

Out: 1197 In: 934

Total: 2131

[E] Main Street (US 40)

Attachment: TAS Report (Rezoning East Main Street)

3

16

3

14

2

Out: 22 In: 33

Total: 55

[S] Wright-Patt Credit Union

Site Plan

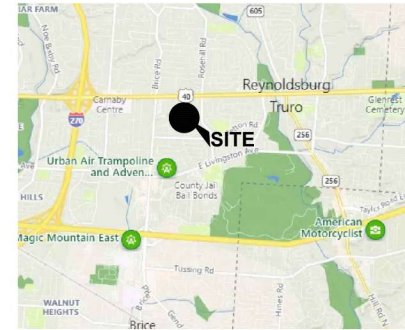
SITE PLAN FOR EAST MAIN DEVELOPMENT 2022

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- EXISTING SANITARY SEWER
- PROPOSED FIRE WATER SERVICE
- PROPOSED DOMESTIC WATER SERVICE
- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING OVER HEAD ELECTRIC
- SURFACE PARKING COUNT

INDEX OF DRAWINGS

Sheet Title	Sheet Number
Site and Utility Plan	1
Existing Conditions	2



VICINITY MAP

SCALE: NTS

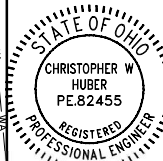
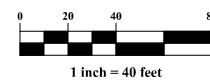
SITE STATISTICS:	
PARCELS	060-001114, 060-001115, 060-000311, 060-006546
SITE ACREAGE	7.9 ACRES
SITE ZONING	CC
BUILDINGS A-D	
OFFICE/FLEX SPACE GROSS AREA	19,600 SF (4,900 SF X4)
BUILDINGS E	
OFFICE GROSS AREA	9,800 SF
BUILDINGS F	
MERCANTILE GROSS AREA	11,504 SF
BUILDINGS G	
ASSEMBLY (RESTAURANT) GROSS AREA	7,500 SF
BUILDINGS H	
OFFICE GROSS AREA	10,114 SF
TOTAL PARKING REQUIRED	
OFFICE	161 SPACES (1 PER 250 SF)
MERCANTILE	58 SPACES (1 PER 200 SF)
RESTAURANT	38 SPACES (1 PER 200 SF)
TOTAL	257 SPACES (7 ADA)
10% REDUCTION (1105.01 F w/)	
TOTAL	246 SPACES (7 ADA) REQUIRED
TOTAL PARKING PROVIDED	
SURFACE SPACES	383 SPACES (12 ADA)

OWNER/DEVELOPER
ECO INVESTMENTS LLC
7833 MORSE ROAD
NEW ALBANY, OH 43054
JASON GUNSOOREK
JGUNSOREK@ECO-GV.COM

ENGINEER
ADVANCED CIVIL DESIGN LLC
781 SCIENCE BLVD, SUITE 100
GAHANNA, OH, 43230
614-428-4450

ARCHITECT
RED CONSULTING
33 N GRANT ST, SUITE 150
COLUMBUS, OHIO 43215

GRAPHIC SCALE



PLANS PREPARED BY:

781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

82455

REGISTERED ENGINEER

NUMBER

Trip Generation Data

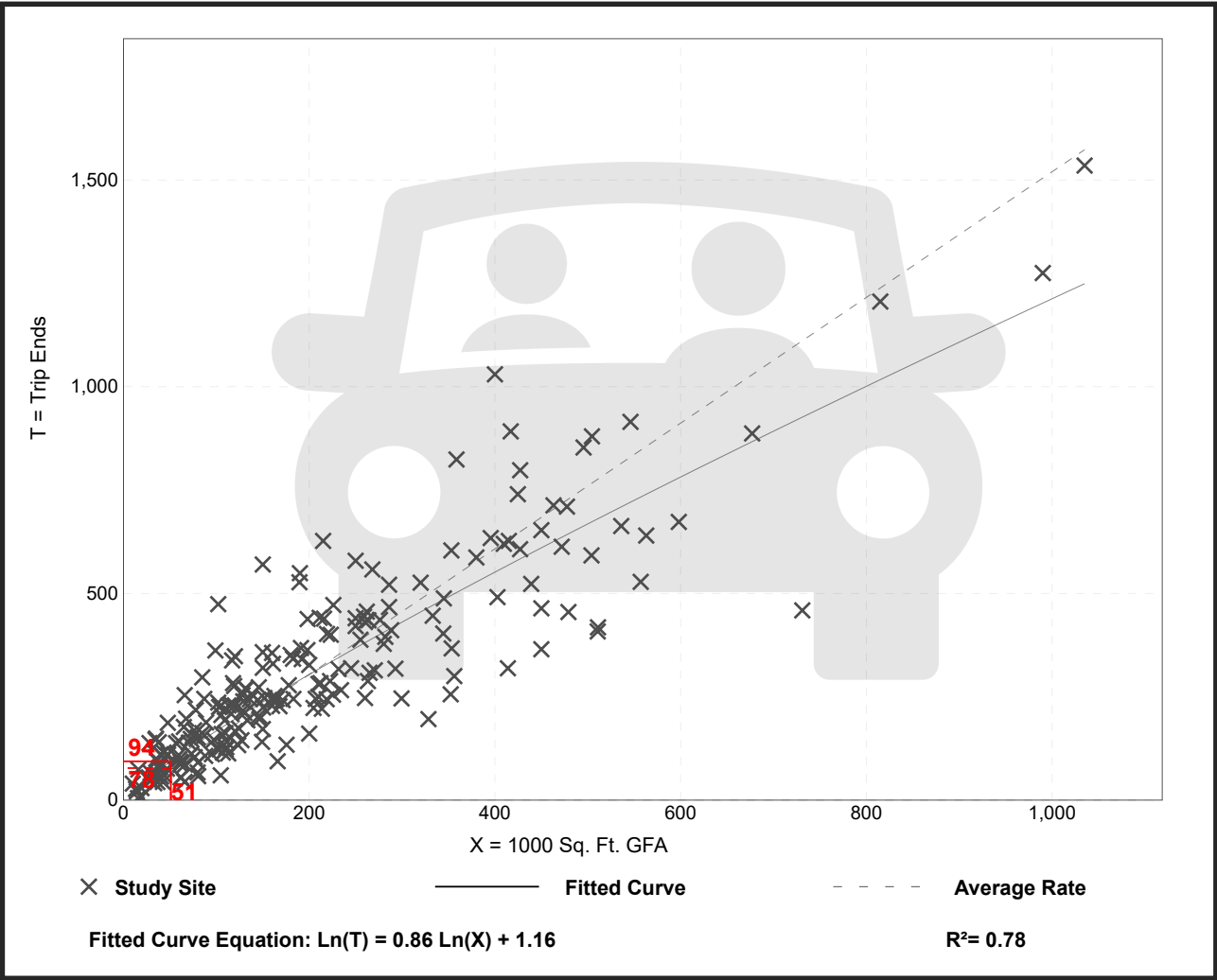
General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



Attachment: TAS Report (Rezoning East Main Street)

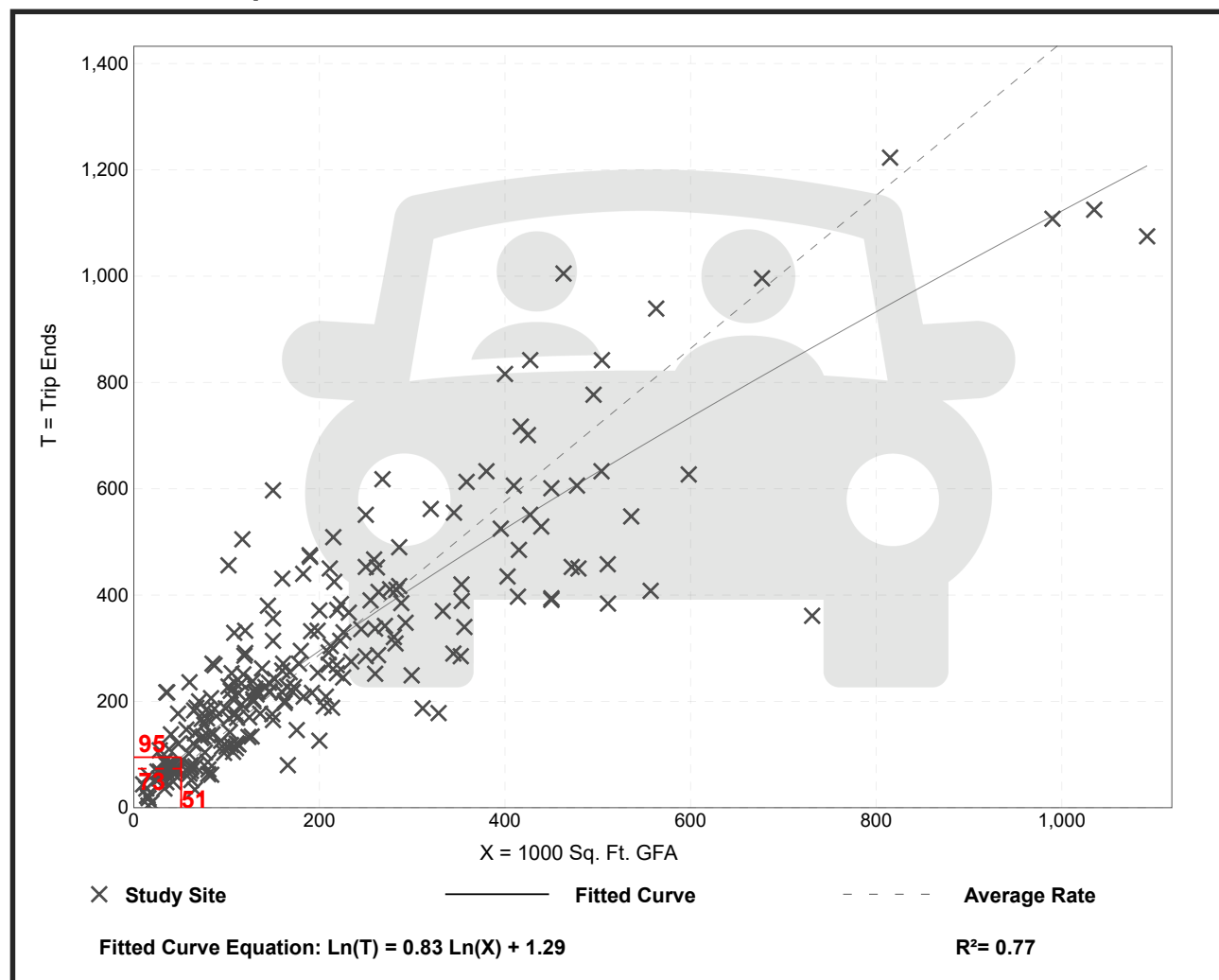
General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 232
 Avg. 1000 Sq. Ft. GFA: 199
 Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Attachment: TAS Report (Rezoning East Main Street)

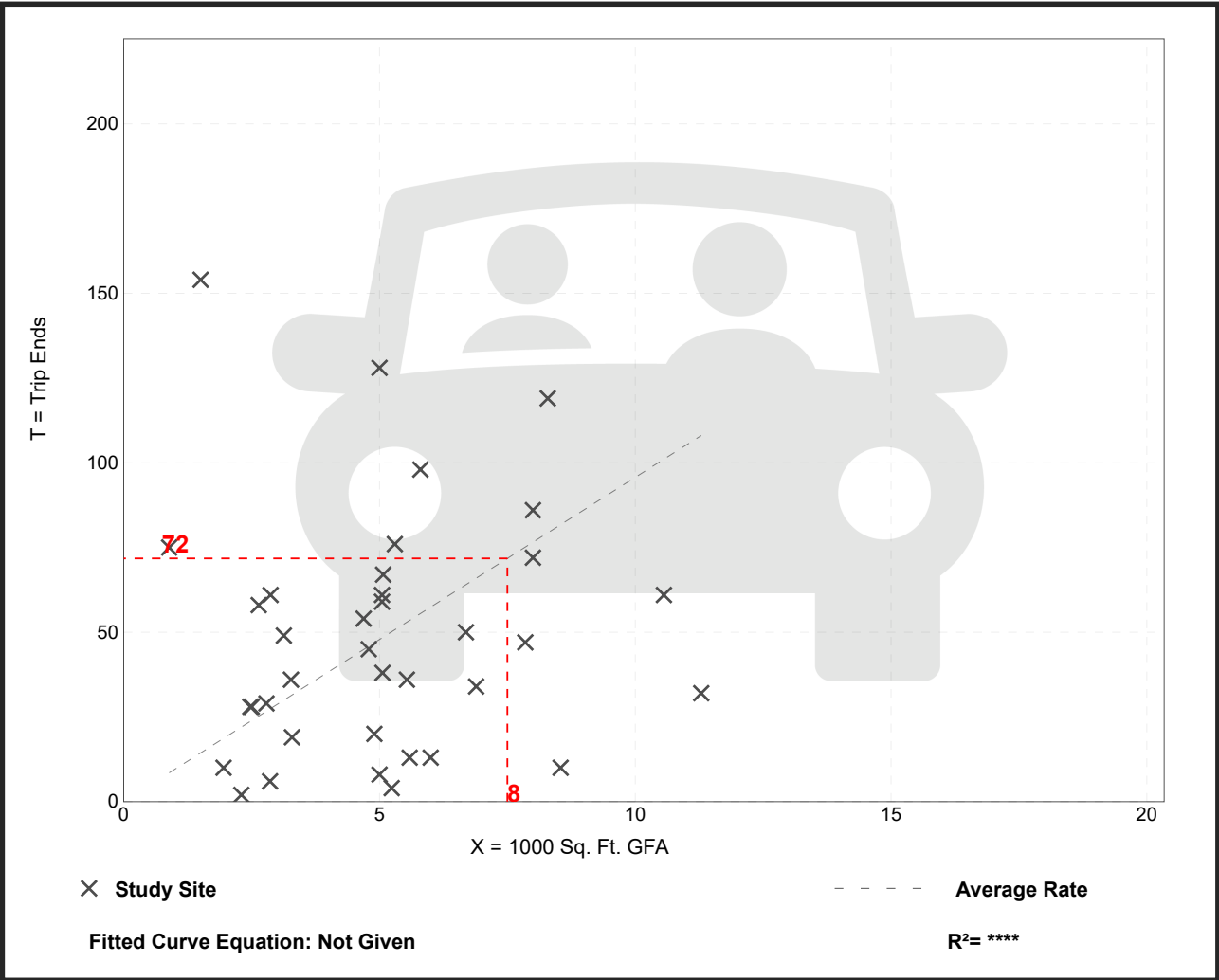
High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.57	0.76 - 102.39	11.61

Data Plot and Equation



Attachment: TAS Report (Rezoning East Main Street)

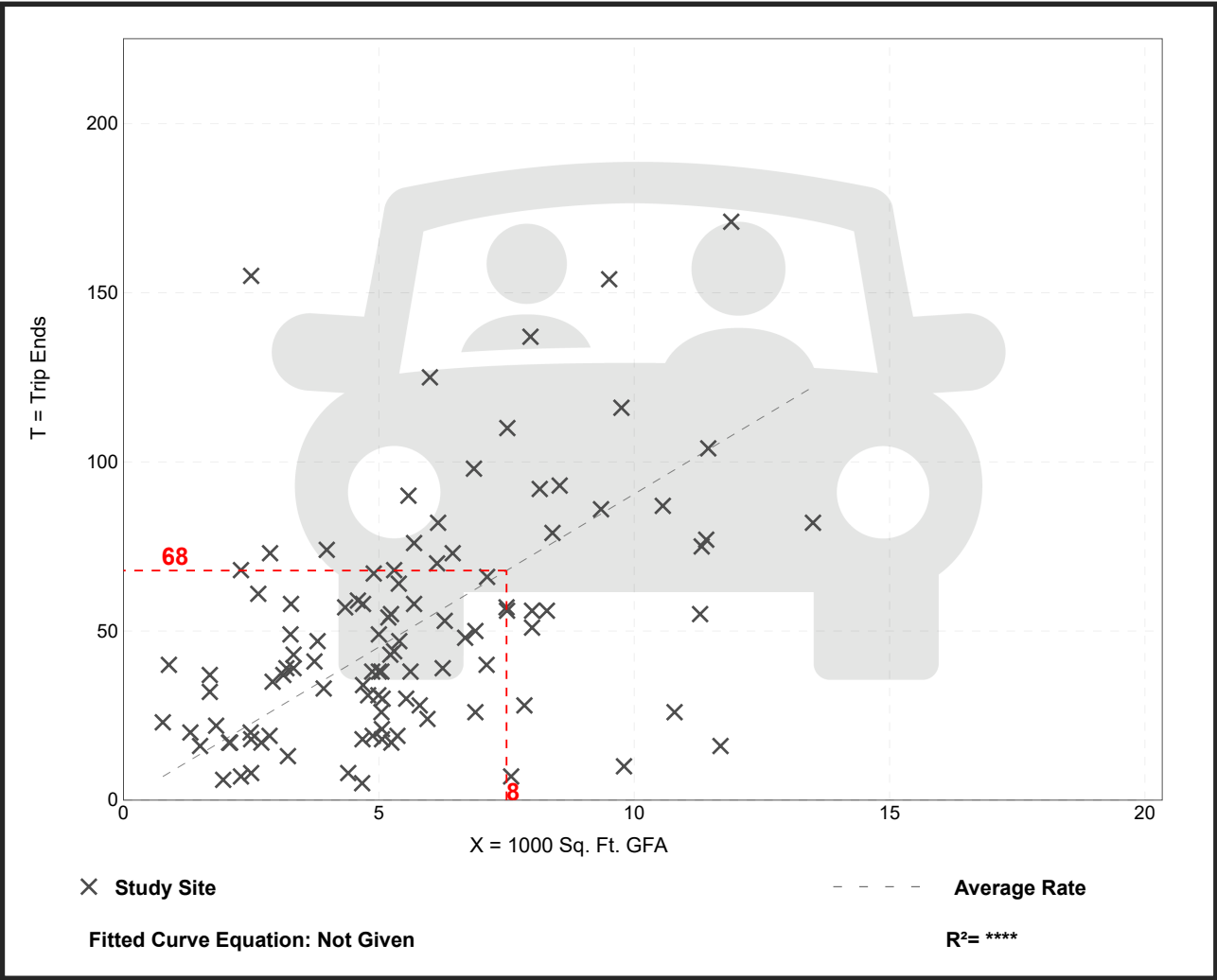
High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 104
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.05	0.92 - 62.00	6.18

Data Plot and Equation



Attachment: TAS Report (Rezoning East Main Street)

Turn Lane Warrants and Calculations

Turn Lane Length Computation Worksheet (Based on ODOT's Location Design Manual)

Project Name: E. Main Street Development
Project Number: _____
Compiled By: EEB - Advanced Civil Design

Intersection: Site Access & E Main Street
Year: 2034
Condition: Build

General Information:

Approach	WB E Main St			
Movement	LT			
Peak Hour	AM			

Type of Traffic Control

Signalized	YES	YES	YES	YES
Unsignalized Stopped Crossroad	NO	NO	NO	NO
Unsignalized Through Road	NO	NO	NO	NO

Design Parameters

Design Speed	35			
Turn Volume (vph)	83			
Approach Volume (vph)	1361			
Turn Percentage	6%	#DIV/0!	#DIV/0!	#DIV/0!
High or Low	LOW	#DIV/0!	#DIV/0!	#DIV/0!
Applicable Design Condition (A, B or C)	A	A	A	A
Cycle Length (sec)	90			
Cycles/Hour	40	#DIV/0!	#DIV/0!	#DIV/0!
Average Number of Vehicles/Cycle	3	#DIV/0!	#DIV/0!	#DIV/0!
Storage Length (ft)	150	#DIV/0!	#DIV/0!	#DIV/0!

Design Method

Condition A (Storage Only)	Taper	50	50	50	50
	Storage	150	#DIV/0!	#DIV/0!	#DIV/0!
	Total	200	#DIV/0!	#DIV/0!	#DIV/0!
Condition B (High Speed Decel Only)	Taper	-	-	-	-
	Decel Length	-	-	-	-
	Total	-	-	-	-
Condition C (Moderate Speed Deceleration & Storage)	Taper	-	-	-	-
	Decel Length	-	-	-	-
	Storage	-	-	-	-
	Total	-	-	-	-

Required Storage and/or Decel Length (ft/lane) =	150	#DIV/0!	#DIV/0!	#DIV/0!
Required Turn Lane Length, including 50' taper (ft/lane) =	200	#DIV/0!	#DIV/0!	#DIV/0!

Note: EB - Eastbound, WB - Westbound, NB - Northbound, SB - Southbound

Source: January 2006 ODOT L&D Manual-Volume I: 401 - 9E, 401 -10E

Attachment: TAS Report (Rezoning East Main Street)

Synchro Intersection Analysis

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS
2024 No Build AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	51	621	8	3	1216	2	2	1	3	10	2	45
Future Volume (veh/h)	51	621	8	3	1216	2	2	1	3	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	55	675	9	3	1322	2	2	1	3	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	182	1675	22	343	1599	2	226	124	297	620	24	584
Arrive On Green	0.03	0.47	0.47	0.00	0.44	0.44	0.38	0.38	0.38	0.38	0.38	0.38
Sat Flow, veh/h	1781	3591	48	1781	3641	6	453	326	779	1412	63	1532
Grp Volume(v), veh/h	55	334	350	3	645	679	6	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1862	1781	1777	1869	1557	0	0	1412	0	1595
Q Serve(g_s), s	1.5	11.1	11.1	0.1	28.8	28.8	0.0	0.0	0.0	0.2	0.0	1.8
Cycle Q Clear(g_c), s	1.5	11.1	11.1	0.1	28.8	28.8	0.2	0.0	0.0	0.4	0.0	1.8
Prop In Lane	1.00		0.03	1.00		0.00	0.33		0.50	1.00		0.96
Lane Grp Cap(c), veh/h	182	829	869	343	780	821	647	0	0	620	0	608
V/C Ratio(X)	0.30	0.40	0.40	0.01	0.83	0.83	0.01	0.00	0.00	0.02	0.00	0.08
Avail Cap(c_a), veh/h	238	1036	1086	389	977	1028	647	0	0	620	0	608
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.4	15.8	15.8	14.5	22.2	22.2	17.3	0.0	0.0	17.3	0.0	17.8
Incr Delay (d2), s/veh	0.9	0.3	0.3	0.0	4.8	4.6	0.0	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	4.3	4.5	0.0	12.1	12.7	0.1	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.3	16.1	16.1	14.5	27.1	26.8	17.3	0.0	0.0	17.4	0.0	18.1
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h	739			1327			6			62		
Approach Delay, s/veh	16.3			26.9			17.3			17.9		
Approach LOS	B			C			B			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	38.8		4.7	46.5		38.8		7.1	44.0			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	21.5		2.5	52.5		21.5		5.5	49.5			
Max Q Clear Time (g_c+l1), s	2.2		2.1	13.1		3.8		3.5	30.8			
Green Ext Time (p_c), s	0.0		0.0	4.5		0.2		0.0	8.8			
Intersection Summary												
HCM 6th Ctrl Delay	23.0											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS
2024 No Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	160	1140	14	8	923	12	16	3	14	54	0	127
Future Volume (veh/h)	160	1140	14	8	923	12	16	3	14	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	174	1239	15	9	1003	13	17	3	15	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	280	1524	18	144	1244	16	311	68	240	672	0	666
Arrive On Green	0.08	0.42	0.42	0.01	0.35	0.35	0.42	0.42	0.42	0.42	0.00	0.42
Sat Flow, veh/h	1781	3596	44	1781	3592	47	599	161	570	1395	0	1585
Grp Volume(v), veh/h	174	612	642	9	496	520	35	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1863	1781	1777	1862	1330	0	0	1395	0	1585
Q Serve(g_s), s	5.3	27.2	27.3	0.3	22.8	22.8	0.1	0.0	0.0	0.0	0.0	5.0
Cycle Q Clear(g_c), s	5.3	27.2	27.3	0.3	22.8	22.8	5.0	0.0	0.0	2.1	0.0	5.0
Prop In Lane	1.00		0.02	1.00		0.03	0.49		0.43	1.00		1.00
Lane Grp Cap(c), veh/h	280	753	790	144	615	645	619	0	0	672	0	666
V/C Ratio(X)	0.62	0.81	0.81	0.06	0.81	0.81	0.06	0.00	0.00	0.09	0.00	0.21
Avail Cap(c_a), veh/h	419	1017	1066	183	780	817	619	0	0	672	0	666
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.9	22.8	22.8	21.3	26.7	26.7	15.5	0.0	0.0	15.7	0.0	16.6
Incr Delay (d2), s/veh	2.3	3.7	3.6	0.2	4.9	4.7	0.2	0.0	0.0	0.3	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	11.3	11.9	0.1	10.0	10.4	0.5	0.0	0.0	0.8	0.0	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.1	26.5	26.4	21.5	31.6	31.4	15.6	0.0	0.0	16.0	0.0	17.3
LnGrp LOS	C	C	C	C	C	C	B	A	A	B	A	B
Approach Vol, veh/h	1428			1025			35			197		
Approach Delay, s/veh	25.9			31.4			15.6			16.9		
Approach LOS	C			C			B			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	42.3		5.0	42.7		42.3		12.0	35.7			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	22.5		2.5	51.5		22.5		14.5	39.5			
Max Q Clear Time (g_c+l1), s	7.0		2.3	29.3		7.0		7.3	24.8			
Green Ext Time (p_c), s	0.1		0.0	8.9		0.9		0.2	5.6			
Intersection Summary												
HCM 6th Ctrl Delay	27.2											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS

2034 No Build AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	652	8	3	1276	2	2	1	3	10	2	45
Future Volume (veh/h)	53	652	8	3	1276	2	2	1	3	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	709	9	3	1387	2	2	1	3	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	183	1748	22	348	1668	2	216	119	282	591	23	554
Arrive On Green	0.03	0.49	0.49	0.00	0.46	0.46	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	1781	3593	46	1781	3641	5	449	330	779	1412	63	1532
Grp Volume(v), veh/h	58	351	367	3	677	712	6	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1862	1781	1777	1869	1559	0	0	1412	0	1595
Q Serve(g_s), s	1.5	11.4	11.4	0.1	30.0	30.0	0.0	0.0	0.0	0.2	0.0	1.9
Cycle Q Clear(g_c), s	1.5	11.4	11.4	0.1	30.0	30.0	0.2	0.0	0.0	0.4	0.0	1.9
Prop In Lane	1.00		0.02	1.00		0.00	0.33		0.50	1.00		0.96
Lane Grp Cap(c), veh/h	183	864	906	348	814	857	617	0	0	591	0	576
V/C Ratio(X)	0.32	0.41	0.41	0.01	0.83	0.83	0.01	0.00	0.00	0.02	0.00	0.09
Avail Cap(c_a), veh/h	237	1056	1107	394	997	1049	617	0	0	591	0	576
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.0	14.8	14.8	13.6	21.3	21.3	18.4	0.0	0.0	18.5	0.0	19.0
Incr Delay (d2), s/veh	1.0	0.3	0.3	0.0	5.1	4.8	0.0	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	4.3	4.5	0.0	12.6	13.2	0.1	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.0	15.1	15.1	13.6	26.4	26.2	18.4	0.0	0.0	18.5	0.0	19.3
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h	776			1392				6			62	
Approach Delay, s/veh	15.4			26.3				18.4			19.1	
Approach LOS	B			C				B			B	
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	37.0		4.7	48.3		37.0		7.2	45.7			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	20.5		2.5	53.5		20.5		5.5	50.5			
Max Q Clear Time (g_c+l1), s	2.2		2.1	13.4		3.9		3.5	32.0			
Green Ext Time (p_c), s	0.0		0.0	4.8		0.2		0.0	9.2			
Intersection Summary												
HCM 6th Ctrl Delay	22.3											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS
2034 No Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	167	1197	15	8	969	13	16	3	14	54	0	127
Future Volume (veh/h)	167	1197	15	8	969	13	16	3	14	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	182	1301	16	9	1053	14	17	3	15	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	284	1593	20	143	1309	17	297	65	227	644	0	636
Arrive On Green	0.08	0.44	0.44	0.01	0.36	0.36	0.40	0.40	0.40	0.40	0.00	0.40
Sat Flow, veh/h	1781	3595	44	1781	3591	48	591	163	565	1395	0	1585
Grp Volume(v), veh/h	182	643	674	9	521	546	35	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1862	1781	1777	1862	1319	0	0	1395	0	1585
Q Serve(g_s), s	5.4	28.4	28.4	0.3	23.7	23.7	0.1	0.0	0.0	0.0	0.0	5.1
Cycle Q Clear(g_c), s	5.4	28.4	28.4	0.3	23.7	23.7	5.2	0.0	0.0	2.3	0.0	5.1
Prop In Lane	1.00		0.02	1.00		0.03	0.49		0.43	1.00		1.00
Lane Grp Cap(c), veh/h	284	788	826	143	648	678	589	0	0	644	0	636
V/C Ratio(X)	0.64	0.82	0.82	0.06	0.80	0.80	0.06	0.00	0.00	0.09	0.00	0.22
Avail Cap(c_a), veh/h	420	1036	1086	183	800	838	589	0	0	644	0	636
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.4	21.9	21.9	20.5	25.7	25.7	16.5	0.0	0.0	16.8	0.0	17.7
Incr Delay (d2), s/veh	2.4	3.9	3.8	0.2	4.9	4.7	0.2	0.0	0.0	0.3	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	11.8	12.3	0.1	10.3	10.8	0.5	0.0	0.0	0.8	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.8	25.8	25.6	20.7	30.6	30.4	16.7	0.0	0.0	17.1	0.0	18.5
LnGrp LOS	C	C	C	C	C	C	B	A	A	B	A	B
Approach Vol, veh/h	1499			1076			35			197		
Approach Delay, s/veh	25.2			30.5			16.7			18.1		
Approach LOS	C			C			B			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	40.6		5.0	44.4		40.6		12.1	37.3			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	21.5		2.5	52.5		21.5		14.5	40.5			
Max Q Clear Time (g_c+l1), s	7.2		2.3	30.4		7.1		7.4	25.7			
Green Ext Time (p_c), s	0.1		0.0	9.5		0.8		0.3	6.0			
Intersection Summary												
HCM 6th Ctrl Delay	26.6											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS
2024 Build AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	51	621	51	83	1216	2	17	1	31	10	2	45
Future Volume (veh/h)	51	621	51	83	1216	2	17	1	31	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	55	675	55	90	1322	2	18	1	34	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	182	1410	115	362	1599	2	226	36	372	612	24	584
Arrive On Green	0.03	0.42	0.42	0.05	0.44	0.44	0.38	0.38	0.38	0.38	0.38	0.38
Sat Flow, veh/h	1781	3328	271	1781	3641	6	452	93	976	1373	63	1532
Grp Volume(v), veh/h	55	360	370	90	645	679	53	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1822	1781	1777	1869	1522	0	0	1373	0	1595
Q Serve(g_s), s	1.6	13.2	13.2	2.5	28.8	28.8	0.0	0.0	0.0	0.0	0.0	1.8
Cycle Q Clear(g_c), s	1.6	13.2	13.2	2.5	28.8	28.8	1.8	0.0	0.0	0.3	0.0	1.8
Prop In Lane	1.00		0.15	1.00		0.00	0.34		0.64	1.00		0.96
Lane Grp Cap(c), veh/h	182	753	772	362	780	821	634	0	0	612	0	608
V/C Ratio(X)	0.30	0.48	0.48	0.25	0.83	0.83	0.08	0.00	0.00	0.02	0.00	0.08
Avail Cap(c_a), veh/h	238	977	1002	390	977	1028	634	0	0	612	0	608
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.7	18.7	18.8	14.5	22.2	22.2	17.8	0.0	0.0	17.3	0.0	17.8
Incr Delay (d2), s/veh	0.9	0.5	0.5	0.4	4.8	4.6	0.3	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	5.2	5.3	1.0	12.1	12.7	0.7	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.6	19.2	19.2	14.8	27.1	26.8	18.1	0.0	0.0	17.4	0.0	18.1
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h		785			1414			53			62	
Approach Delay, s/veh		19.2			26.2			18.1			18.0	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		38.8	8.6	42.6		38.8	7.2	44.0				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		21.5	5.5	49.5		21.5	5.5	49.5				
Max Q Clear Time (g_c+I1), s		3.8	4.5	15.2		3.8	3.6	30.8				
Green Ext Time (p_c), s		0.2	0.0	4.9		0.2	0.0	8.8				
Intersection Summary												
HCM 6th Ctrl Delay			23.4									
HCM 6th LOS			C									

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS
2024 Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	160	1140	34	45	923	12	53	3	83	54	0	127
Future Volume (veh/h)	160	1140	34	45	923	12	53	3	83	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	174	1239	37	49	1003	13	58	3	90	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	296	1502	45	179	1341	17	243	34	327	578	0	628
Arrive On Green	0.08	0.43	0.43	0.03	0.37	0.37	0.40	0.40	0.40	0.40	0.00	0.40
Sat Flow, veh/h	1781	3523	105	1781	3592	47	473	86	825	1303	0	1585
Grp Volume(v), veh/h	174	625	651	49	496	520	151	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1851	1781	1777	1862	1384	0	0	1303	0	1585
Q Serve(g_s), s	5.1	28.0	28.0	1.5	21.9	21.9	2.8	0.0	0.0	0.0	0.0	5.2
Cycle Q Clear(g_c), s	5.1	28.0	28.0	1.5	21.9	21.9	8.0	0.0	0.0	3.1	0.0	5.2
Prop In Lane	1.00		0.06	1.00		0.03	0.38		0.60	1.00		1.00
Lane Grp Cap(c), veh/h	296	757	789	179	663	695	603	0	0	578	0	628
V/C Ratio(X)	0.59	0.82	0.83	0.27	0.75	0.75	0.25	0.00	0.00	0.10	0.00	0.22
Avail Cap(c_a), veh/h	439	958	998	239	780	817	603	0	0	578	0	628
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.3	22.8	22.9	20.0	24.5	24.5	18.6	0.0	0.0	17.4	0.0	18.0
Incr Delay (d2), s/veh	1.9	4.8	4.6	0.8	3.4	3.2	1.0	0.0	0.0	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.1	11.8	12.3	0.6	9.3	9.7	2.3	0.0	0.0	0.8	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.1	27.6	27.5	20.8	27.9	27.7	19.6	0.0	0.0	17.7	0.0	18.8
LnGrp LOS	C	C	C	C	C	C	B	A	A	B	A	B
Approach Vol, veh/h	1450			1065			151			197		
Approach Delay, s/veh	26.7			27.5			19.6			18.5		
Approach LOS	C			C			B			B		
Timer - Assigned Phs	2		3	4		6	7	8				
Phs Duration (G+Y+Rc), s	40.1		7.0	42.9		40.1	11.8	38.1				
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s	22.5		5.5	48.5		22.5	14.5	39.5				
Max Q Clear Time (g_c+I1), s	10.0		3.5	30.0		7.2	7.1	23.9				
Green Ext Time (p_c), s	0.7		0.0	8.3		0.9	0.3	5.8				
Intersection Summary												
HCM 6th Ctrl Delay	26.0											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS

2034 Build AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	652	51	83	1276	2	17	1	31	10	2	45
Future Volume (veh/h)	53	652	51	83	1276	2	17	1	31	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	709	55	90	1387	2	18	1	34	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	183	1485	115	366	1668	2	216	35	353	585	23	553
Arrive On Green	0.03	0.44	0.44	0.04	0.46	0.46	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	1781	3342	259	1781	3641	5	449	97	977	1373	63	1532
Grp Volume(v), veh/h	58	377	387	90	677	712	53	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1824	1781	1777	1869	1523	0	0	1373	0	1595
Q Serve(g_s), s	1.6	13.5	13.5	2.4	30.0	30.0	0.0	0.0	0.0	0.0	0.0	1.9
Cycle Q Clear(g_c), s	1.6	13.5	13.5	2.4	30.0	30.0	1.9	0.0	0.0	0.4	0.0	1.9
Prop In Lane	1.00		0.14	1.00		0.00	0.34		0.64	1.00		0.96
Lane Grp Cap(c), veh/h	183	790	811	366	814	857	604	0	0	585	0	576
V/C Ratio(X)	0.32	0.48	0.48	0.25	0.83	0.83	0.09	0.00	0.00	0.02	0.00	0.09
Avail Cap(c_a), veh/h	237	997	1023	396	997	1049	604	0	0	585	0	576
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.2	17.6	17.6	13.5	21.3	21.3	19.0	0.0	0.0	18.5	0.0	19.0
Incr Delay (d2), s/veh	1.0	0.4	0.4	0.3	5.1	4.8	0.3	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	5.2	5.4	0.9	12.6	13.2	0.8	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.2	18.1	18.1	13.9	26.4	26.2	19.3	0.0	0.0	18.5	0.0	19.3
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h	822			1479			53			62		
Approach Delay, s/veh	18.2			25.5			19.3			19.1		
Approach LOS	B			C			B			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	37.0		8.5	44.5		37.0		7.3	45.7			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	20.5		5.5	50.5		20.5		5.5	50.5			
Max Q Clear Time (g_c+l1), s	3.9		4.4	15.5		3.9		3.6	32.0			
Green Ext Time (p_c), s	0.2		0.0	5.2		0.2		0.0	9.2			
Intersection Summary												
HCM 6th Ctrl Delay	22.7											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

E. Main Street & Kroger/WP Credit Union Access

East Main Development TAS
2034 Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	167	1197	35	45	969	13	53	3	83	54	0	127
Future Volume (veh/h)	167	1197	35	45	969	13	53	3	83	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	182	1301	38	49	1053	14	58	3	90	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	297	1561	46	176	1394	19	233	33	311	554	0	602
Arrive On Green	0.08	0.44	0.44	0.03	0.39	0.39	0.38	0.38	0.38	0.38	0.00	0.38
Sat Flow, veh/h	1781	3526	103	1781	3591	48	468	88	820	1303	0	1585
Grp Volume(v), veh/h	182	655	684	49	521	546	151	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1862	1376	0	0	1303	0	1585
Q Serve(g_s), s	5.2	29.3	29.4	1.5	22.8	22.8	3.0	0.0	0.0	0.0	0.0	5.3
Cycle Q Clear(g_c), s	5.2	29.3	29.4	1.5	22.8	22.8	8.3	0.0	0.0	3.3	0.0	5.3
Prop In Lane	1.00		0.06	1.00		0.03	0.38		0.60	1.00		1.00
Lane Grp Cap(c), veh/h	297	787	820	176	690	723	578	0	0	554	0	602
V/C Ratio(X)	0.61	0.83	0.83	0.28	0.76	0.76	0.26	0.00	0.00	0.11	0.00	0.23
Avail Cap(c_a), veh/h	418	958	998	236	800	838	578	0	0	554	0	602
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.1	22.1	22.2	19.6	23.8	23.8	19.7	0.0	0.0	18.3	0.0	19.0
Incr Delay (d2), s/veh	2.1	5.4	5.2	0.8	3.5	3.4	1.1	0.0	0.0	0.4	0.0	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.1	12.4	12.9	0.6	9.7	10.1	2.4	0.0	0.0	0.9	0.0	2.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.2	27.5	27.4	20.4	27.4	27.2	20.8	0.0	0.0	18.7	0.0	19.8
LnGrp LOS	C	C	C	C	C	C	C	A	A	B	A	B
Approach Vol, veh/h	1521			1116			151			197		
Approach Delay, s/veh	26.6			27.0			20.8			19.5		
Approach LOS	C			C			C			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	38.7		7.0	44.3		38.7		11.9	39.4			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	22.5		5.5	48.5		22.5		13.5	40.5			
Max Q Clear Time (g_c+l1), s	10.3		3.5	31.4		7.3		7.2	24.8			
Green Ext Time (p_c), s	0.7		0.0	8.5		0.9		0.2	6.1			
Intersection Summary												
HCM 6th Ctrl Delay	26.0											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2024 No Build AM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	51	621	8	3	1216	2	8	1	3	10	2	45
Future Volume (veh/h)	51	621	8	3	1216	2	8	1	3	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	55	675	9	3	1322	2	9	1	3	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	182	1675	22	343	1599	2	426	53	123	626	24	584
Arrive On Green	0.03	0.47	0.47	0.00	0.44	0.44	0.38	0.38	0.38	0.38	0.38	0.38
Sat Flow, veh/h	1781	3591	48	1781	3641	6	938	140	324	1412	63	1532
Grp Volume(v), veh/h	55	334	350	3	645	679	13	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1862	1781	1777	1869	1402	0	0	1412	0	1595
Q Serve(g_s), s	1.5	11.1	11.1	0.1	28.8	28.8	0.0	0.0	0.0	0.0	0.0	1.8
Cycle Q Clear(g_c), s	1.5	11.1	11.1	0.1	28.8	28.8	1.8	0.0	0.0	0.3	0.0	1.8
Prop In Lane	1.00		0.03	1.00		0.00	0.69		0.23	1.00		0.96
Lane Grp Cap(c), veh/h	182	829	869	343	780	821	602	0	0	626	0	608
V/C Ratio(X)	0.30	0.40	0.40	0.01	0.83	0.83	0.02	0.00	0.00	0.02	0.00	0.08
Avail Cap(c_a), veh/h	238	1036	1086	389	977	1028	602	0	0	626	0	608
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.4	15.8	15.8	14.5	22.2	22.2	17.4	0.0	0.0	17.3	0.0	17.8
Incr Delay (d2), s/veh	0.9	0.3	0.3	0.0	4.8	4.6	0.1	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	4.3	4.5	0.0	12.1	12.7	0.2	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.3	16.1	16.1	14.5	27.1	26.8	17.4	0.0	0.0	17.4	0.0	18.1
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h		739			1327			13			62	
Approach Delay, s/veh		16.3			26.9			17.4			17.9	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		38.8	4.7	46.5		38.8	7.1	44.0				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		21.5	2.5	52.5		21.5	5.5	49.5				
Max Q Clear Time (g_c+I1), s		3.8	2.1	13.1		3.8	3.5	30.8				
Green Ext Time (p_c), s		0.0	0.0	4.5		0.2	0.0	8.8				
Intersection Summary												
HCM 6th Ctrl Delay				22.9								
HCM 6th LOS				C								

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2024 No Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	160	1140	14	8	923	12	59	3	14	54	0	127
Future Volume (veh/h)	160	1140	14	8	923	12	59	3	14	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	174	1239	15	9	1003	13	64	3	15	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	280	1524	18	144	1244	16	447	27	90	677	0	666
Arrive On Green	0.08	0.42	0.42	0.01	0.35	0.35	0.42	0.42	0.42	0.42	0.00	0.42
Sat Flow, veh/h	1781	3596	44	1781	3592	47	893	64	214	1395	0	1585
Grp Volume(v), veh/h	174	612	642	9	496	520	82	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1863	1781	1777	1862	1171	0	0	1395	0	1585
Q Serve(g_s), s	5.3	27.2	27.3	0.3	22.8	22.8	3.0	0.0	0.0	0.0	0.0	5.0
Cycle Q Clear(g_c), s	5.3	27.2	27.3	0.3	22.8	22.8	7.9	0.0	0.0	2.1	0.0	5.0
Prop In Lane	1.00		0.02	1.00		0.03	0.78		0.18	1.00		1.00
Lane Grp Cap(c), veh/h	280	753	790	144	615	645	564	0	0	677	0	666
V/C Ratio(X)	0.62	0.81	0.81	0.06	0.81	0.81	0.15	0.00	0.00	0.09	0.00	0.21
Avail Cap(c_a), veh/h	419	1017	1066	183	780	817	564	0	0	677	0	666
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.9	22.8	22.8	21.3	26.7	26.7	18.2	0.0	0.0	15.7	0.0	16.6
Incr Delay (d2), s/veh	2.3	3.7	3.6	0.2	4.9	4.7	0.5	0.0	0.0	0.3	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	11.3	11.9	0.1	10.0	10.4	1.2	0.0	0.0	0.8	0.0	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.1	26.5	26.4	21.5	31.6	31.4	18.8	0.0	0.0	16.0	0.0	17.3
LnGrp LOS	C	C	C	C	C	C	B	A	A	B	A	B
Approach Vol, veh/h	1428			1025			82			197		
Approach Delay, s/veh	25.9			31.4			18.8			16.9		
Approach LOS	C			C			B			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	42.3		5.0	42.7		42.3		12.0	35.7			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	22.5		2.5	51.5		22.5		14.5	39.5			
Max Q Clear Time (g_c+l1), s	9.9		2.3	29.3		7.0		7.3	24.8			
Green Ext Time (p_c), s	0.3		0.0	8.9		0.9		0.2	5.6			
Intersection Summary												
HCM 6th Ctrl Delay	27.1											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2034 No Build AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	652	8	3	1276	2	8	1	3	10	2	45
Future Volume (veh/h)	53	652	8	3	1276	2	8	1	3	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	709	9	3	1387	2	9	1	3	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	183	1748	22	348	1668	2	405	51	117	598	23	554
Arrive On Green	0.03	0.49	0.49	0.00	0.46	0.46	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	1781	3593	46	1781	3641	5	934	142	323	1412	63	1532
Grp Volume(v), veh/h	58	351	367	3	677	712	13	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1862	1781	1777	1869	1398	0	0	1412	0	1595
Q Serve(g_s), s	1.5	11.4	11.4	0.1	30.0	30.0	0.0	0.0	0.0	0.0	0.0	1.9
Cycle Q Clear(g_c), s	1.5	11.4	11.4	0.1	30.0	30.0	1.9	0.0	0.0	0.4	0.0	1.9
Prop In Lane	1.00		0.02	1.00		0.00	0.69		0.23	1.00		0.96
Lane Grp Cap(c), veh/h	183	864	906	348	814	857	573	0	0	598	0	576
V/C Ratio(X)	0.32	0.41	0.41	0.01	0.83	0.83	0.02	0.00	0.00	0.02	0.00	0.09
Avail Cap(c_a), veh/h	237	1056	1107	394	997	1049	573	0	0	598	0	576
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.0	14.8	14.8	13.6	21.3	21.3	18.5	0.0	0.0	18.5	0.0	19.0
Incr Delay (d2), s/veh	1.0	0.3	0.3	0.0	5.1	4.8	0.1	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	4.3	4.5	0.0	12.6	13.2	0.2	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.0	15.1	15.1	13.6	26.4	26.2	18.6	0.0	0.0	18.5	0.0	19.3
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h		776			1392			13			62	
Approach Delay, s/veh		15.4			26.3			18.6			19.1	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		37.0	4.7	48.3		37.0	7.2	45.7				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		20.5	2.5	53.5		20.5	5.5	50.5				
Max Q Clear Time (g_c+l1), s		3.9	2.1	13.4		3.9	3.5	32.0				
Green Ext Time (p_c), s		0.0	0.0	4.8		0.2	0.0	9.2				
Intersection Summary												
HCM 6th Ctrl Delay			22.3									
HCM 6th LOS			C									
Notes												
User approved pedestrian interval to be less than phase max green.												

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2034 No Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	167	1197	15	8	969	13	59	3	14	54	0	127
Future Volume (veh/h)	167	1197	15	8	969	13	59	3	14	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	182	1301	16	9	1053	14	64	3	15	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	284	1593	20	143	1309	17	425	26	85	650	0	636
Arrive On Green	0.08	0.44	0.44	0.01	0.36	0.36	0.40	0.40	0.40	0.40	0.00	0.40
Sat Flow, veh/h	1781	3595	44	1781	3591	48	882	64	212	1395	0	1585
Grp Volume(v), veh/h	182	643	674	9	521	546	82	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1862	1781	1777	1862	1158	0	0	1395	0	1585
Q Serve(g_s), s	5.4	28.4	28.4	0.3	23.7	23.7	3.1	0.0	0.0	0.0	0.0	5.1
Cycle Q Clear(g_c), s	5.4	28.4	28.4	0.3	23.7	23.7	8.2	0.0	0.0	2.2	0.0	5.1
Prop In Lane	1.00		0.02	1.00		0.03	0.78		0.18	1.00		1.00
Lane Grp Cap(c), veh/h	284	788	826	143	648	678	536	0	0	650	0	636
V/C Ratio(X)	0.64	0.82	0.82	0.06	0.80	0.80	0.15	0.00	0.00	0.09	0.00	0.22
Avail Cap(c_a), veh/h	420	1036	1086	183	800	838	536	0	0	650	0	636
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.4	21.9	21.9	20.5	25.7	25.7	19.5	0.0	0.0	16.8	0.0	17.7
Incr Delay (d2), s/veh	2.4	3.9	3.8	0.2	4.9	4.7	0.6	0.0	0.0	0.3	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	11.8	12.3	0.1	10.3	10.8	1.3	0.0	0.0	0.8	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.8	25.8	25.6	20.7	30.6	30.4	20.1	0.0	0.0	17.1	0.0	18.5
LnGrp LOS	C	C	C	C	C	C	C	A	A	B	A	B
Approach Vol, veh/h	1499			1076			82			197		
Approach Delay, s/veh	25.2			30.5			20.1			18.0		
Approach LOS	C			C			C			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	40.6		5.0	44.4		40.6		12.1	37.3			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5				
Max Green Setting (Gmax), s	21.5		2.5	52.5		21.5		14.5	40.5			
Max Q Clear Time (g_c+l1), s	10.2		2.3	30.4		7.1		7.4	25.7			
Green Ext Time (p_c), s	0.3		0.0	9.5		0.8		0.3	6.0			
Intersection Summary												
HCM 6th Ctrl Delay	26.6											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2024 Build AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	51	621	51	83	1216	2	23	1	31	10	2	45
Future Volume (veh/h)	51	621	51	83	1216	2	23	1	31	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	55	675	55	90	1322	2	25	1	34	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	182	1410	115	362	1599	2	273	32	324	613	24	584
Arrive On Green	0.03	0.42	0.42	0.05	0.44	0.44	0.38	0.38	0.38	0.38	0.38	0.38
Sat Flow, veh/h	1781	3328	271	1781	3641	6	568	83	850	1373	63	1532
Grp Volume(v), veh/h	55	360	370	90	645	679	60	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1822	1781	1777	1869	1501	0	0	1373	0	1595
Q Serve(g_s), s	1.6	13.2	13.2	2.5	28.8	28.8	0.0	0.0	0.0	0.0	0.0	1.8
Cycle Q Clear(g_c), s	1.6	13.2	13.2	2.5	28.8	28.8	2.0	0.0	0.0	0.3	0.0	1.8
Prop In Lane	1.00		0.15	1.00		0.00	0.42		0.57	1.00		0.96
Lane Grp Cap(c), veh/h	182	753	772	362	780	821	628	0	0	613	0	608
V/C Ratio(X)	0.30	0.48	0.48	0.25	0.83	0.83	0.10	0.00	0.00	0.02	0.00	0.08
Avail Cap(c_a), veh/h	238	977	1002	390	977	1028	628	0	0	613	0	608
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.7	18.7	18.8	14.5	22.2	22.2	17.9	0.0	0.0	17.3	0.0	17.8
Incr Delay (d2), s/veh	0.9	0.5	0.5	0.4	4.8	4.6	0.3	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	5.2	5.3	1.0	12.1	12.7	0.8	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.6	19.2	19.2	14.8	27.1	26.8	18.2	0.0	0.0	17.4	0.0	18.1
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h		785			1414			60			62	
Approach Delay, s/veh		19.2			26.2			18.2			18.0	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		38.8	8.6	42.6		38.8	7.2	44.0				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		21.5	5.5	49.5		21.5	5.5	49.5				
Max Q Clear Time (g_c+l1), s		4.0	4.5	15.2		3.8	3.6	30.8				
Green Ext Time (p_c), s		0.2	0.0	4.9		0.2	0.0	8.8				
Intersection Summary												
HCM 6th Ctrl Delay				23.4								
HCM 6th LOS				C								

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2024 Build PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	160	1140	34	45	923	12	96	3	83	54	0	127
Future Volume (veh/h)	160	1140	34	45	923	12	96	3	83	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	174	1239	37	49	1003	13	104	3	90	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	290	1471	44	174	1309	17	317	26	237	576	0	641
Arrive On Green	0.08	0.42	0.42	0.03	0.36	0.36	0.40	0.40	0.40	0.40	0.00	0.40
Sat Flow, veh/h	1781	3523	105	1781	3592	47	632	64	585	1303	0	1585
Grp Volume(v), veh/h	174	625	651	49	496	520	197	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1851	1781	1777	1862	1282	0	0	1303	0	1585
Q Serve(g_s), s	5.2	28.4	28.5	1.5	22.2	22.2	7.1	0.0	0.0	0.0	0.0	5.1
Cycle Q Clear(g_c), s	5.2	28.4	28.5	1.5	22.2	22.2	12.2	0.0	0.0	3.1	0.0	5.1
Prop In Lane	1.00		0.06	1.00		0.03	0.53		0.46	1.00		1.00
Lane Grp Cap(c), veh/h	290	742	773	174	647	678	580	0	0	576	0	641
V/C Ratio(X)	0.60	0.84	0.84	0.28	0.77	0.77	0.34	0.00	0.00	0.10	0.00	0.22
Avail Cap(c_a), veh/h	393	879	915	233	740	776	580	0	0	576	0	641
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.9	23.5	23.6	20.6	25.2	25.2	20.1	0.0	0.0	16.9	0.0	17.5
Incr Delay (d2), s/veh	2.0	6.5	6.3	0.9	4.2	4.0	1.6	0.0	0.0	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.1	12.4	12.9	0.6	9.6	10.0	3.2	0.0	0.0	0.8	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.9	30.0	29.8	21.5	29.5	29.3	21.7	0.0	0.0	17.2	0.0	18.2
LnGrp LOS	C	C	C	C	C	C	C	A	A	B	A	B
Approach Vol, veh/h	1450			1065			197			197		
Approach Delay, s/veh	28.8			29.0			21.7			17.9		
Approach LOS	C			C			C			B		
Timer - Assigned Phs	2		3	4		6		7	8			
Phs Duration (G+Y+Rc), s	40.9		7.0	42.1		40.9		11.8	37.3			
Change Period (Y+Rc), s	4.5		4.5	4.5		4.5		4.5	4.5			
Max Green Setting (Gmax), s	26.5		5.5	44.5		26.5		12.5	37.5			
Max Q Clear Time (g_c+I1), s	14.2		3.5	30.5		7.1		7.2	24.2			
Green Ext Time (p_c), s	0.9		0.0	7.1		1.0		0.2	5.3			
Intersection Summary												
HCM 6th Ctrl Delay	27.7											
HCM 6th LOS	C											

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2034 Build AM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	652	51	83	1276	2	23	1	31	10	2	45
Future Volume (veh/h)	53	652	51	83	1276	2	23	1	31	10	2	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	709	55	90	1387	2	25	1	34	11	2	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	183	1485	115	366	1668	2	261	31	307	586	23	553
Arrive On Green	0.03	0.44	0.44	0.04	0.46	0.46	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	1781	3342	259	1781	3641	5	565	86	851	1373	63	1532
Grp Volume(v), veh/h	58	377	387	90	677	712	60	0	0	11	0	51
Grp Sat Flow(s),veh/h/ln	1781	1777	1824	1781	1777	1869	1502	0	0	1373	0	1595
Q Serve(g_s), s	1.6	13.5	13.5	2.4	30.0	30.0	0.0	0.0	0.0	0.0	0.0	1.9
Cycle Q Clear(g_c), s	1.6	13.5	13.5	2.4	30.0	30.0	2.1	0.0	0.0	0.4	0.0	1.9
Prop In Lane	1.00		0.14	1.00		0.00	0.42		0.57	1.00		0.96
Lane Grp Cap(c), veh/h	183	790	811	366	814	857	599	0	0	586	0	576
V/C Ratio(X)	0.32	0.48	0.48	0.25	0.83	0.83	0.10	0.00	0.00	0.02	0.00	0.09
Avail Cap(c_a), veh/h	237	997	1023	396	997	1049	599	0	0	586	0	576
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.2	17.6	17.6	13.5	21.3	21.3	19.0	0.0	0.0	18.5	0.0	19.0
Incr Delay (d2), s/veh	1.0	0.4	0.4	0.3	5.1	4.8	0.3	0.0	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	5.2	5.4	0.9	12.6	13.2	0.9	0.0	0.0	0.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.2	18.1	18.1	13.9	26.4	26.2	19.4	0.0	0.0	18.5	0.0	19.3
LnGrp LOS	B	B	B	B	C	C	B	A	A	B	A	B
Approach Vol, veh/h		822			1479			60			62	
Approach Delay, s/veh		18.2			25.5			19.4			19.1	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		37.0	8.5	44.5		37.0	7.3	45.7				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		20.5	5.5	50.5		20.5	5.5	50.5				
Max Q Clear Time (g_c+I1), s		4.1	4.4	15.5		3.9	3.6	32.0				
Green Ext Time (p_c), s		0.2	0.0	5.2		0.2	0.0	9.2				

Intersection Summary

HCM 6th Ctrl Delay	22.7
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Attachment: TAS Report (Rezoning East Main Street)

HCM 6th Signalized Intersection Summary

East Main Development TAS

E. Main Street & Kroger/WP Credit Union Access w/ Added NB Left Turns

2034 Build PM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	167	1197	35	45	969	13	96	3	83	54	0	127
Future Volume (veh/h)	167	1197	35	45	969	13	96	3	83	54	0	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	182	1301	38	49	1053	14	104	3	90	59	0	138
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	292	1534	45	172	1366	18	303	26	225	551	0	614
Arrive On Green	0.08	0.44	0.44	0.03	0.38	0.38	0.39	0.39	0.39	0.39	0.00	0.39
Sat Flow, veh/h	1781	3526	103	1781	3591	48	624	66	581	1303	0	1585
Grp Volume(v), veh/h	182	655	684	49	521	546	197	0	0	59	0	138
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1862	1271	0	0	1303	0	1585
Q Serve(g_s), s	5.3	29.7	29.8	1.5	23.1	23.1	7.4	0.0	0.0	0.0	0.0	5.3
Cycle Q Clear(g_c), s	5.3	29.7	29.8	1.5	23.1	23.1	12.6	0.0	0.0	3.2	0.0	5.3
Prop In Lane	1.00		0.06	1.00		0.03	0.53		0.46	1.00		1.00
Lane Grp Cap(c), veh/h	292	773	806	172	676	708	553	0	0	551	0	614
V/C Ratio(X)	0.62	0.85	0.85	0.29	0.77	0.77	0.36	0.00	0.00	0.11	0.00	0.22
Avail Cap(c_a), veh/h	393	898	936	231	760	796	553	0	0	551	0	614
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.6	22.7	22.8	20.1	24.4	24.4	21.3	0.0	0.0	17.9	0.0	18.5
Incr Delay (d2), s/veh	2.2	6.8	6.6	0.9	4.4	4.2	1.8	0.0	0.0	0.4	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.1	12.9	13.4	0.6	10.0	10.4	3.4	0.0	0.0	0.8	0.0	2.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.8	29.5	29.4	21.0	28.8	28.6	23.1	0.0	0.0	18.3	0.0	19.4
LnGrp LOS	C	C	C	C	C	C	C	A	A	B	A	B
Approach Vol, veh/h		1521			1116			197			197	
Approach Delay, s/veh		28.4			28.4			23.1			19.0	
Approach LOS		C			C			C			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		39.4	7.0	43.7		39.4	11.9	38.7				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		25.5	5.5	45.5		25.5	12.5	38.5				
Max Q Clear Time (g_c+I1), s		14.6	3.5	31.8		7.3	7.3	25.1				
Green Ext Time (p_c), s		0.9	0.0	7.4		0.9	0.2	5.6				
Intersection Summary												
HCM 6th Ctrl Delay				27.4								
HCM 6th LOS				C								

Attachment: TAS Report (Rezoning East Main Street)

Un-Signalized Intersection Analysis

HCS7 Two-Way Stop-Control Report

11.3.i

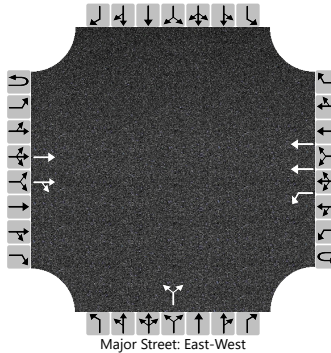
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2024
Time Analyzed	No Build AM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			680	15	0	28	1263			6		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					18					
Capacity, c (veh/h)						844					233					
v/c Ratio						0.04					0.08					
95% Queue Length, Q ₉₅ (veh)						0.1					0.3					
Control Delay (s/veh)						9.4					21.8					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)					0.2				21.8							
Approach LOS									C							

HCS7 Two-Way Stop-Control Report

11.3.i

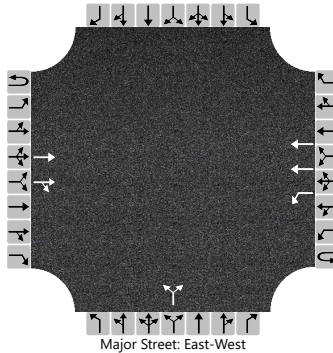
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2024
Time Analyzed	No Build PM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1301	17	0	31	1057			43		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					133					
Capacity, c (veh/h)						465					101					
v/c Ratio						0.07					1.32					
95% Queue Length, Q ₉₅ (veh)						0.2					24.2					
Control Delay (s/veh)						13.3					731.9					
Level of Service (LOS)						B					F					
Approach Delay (s/veh)					0.4				731.9							
Approach LOS									F							

Attachment: TAS Report (Rezoning East Main Street)

HCS7 Two-Way Stop-Control Report

11.3.i

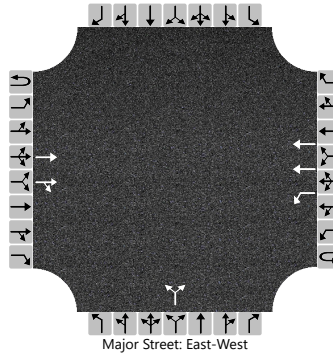
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2034
Time Analyzed	No Build AM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			713	15	0	28	1323			6		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					18					
Capacity, c (veh/h)						818					213					
v/c Ratio						0.04					0.09					
95% Queue Length, Q ₉₅ (veh)						0.1					0.3					
Control Delay (s/veh)						9.6					23.5					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)						0.2					23.5					
Approach LOS											C					

Attachment: TAS Report (Rezoning East Main Street)

HCS7 Two-Way Stop-Control Report

11.3.i

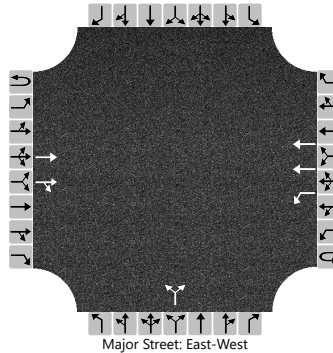
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2034
Time Analyzed	No Build PM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1379	17	0	31	1112			43		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					133					
Capacity, c (veh/h)						431					85					
v/c Ratio						0.08					1.55					
95% Queue Length, Q ₉₅ (veh)						0.3					30.2					
Control Delay (s/veh)						14.1					1151.1					
Level of Service (LOS)						B					F					
Approach Delay (s/veh)					0.4				1151.1							
Approach LOS									F							

Attachment: TAS Report (Rezoning East Main Street)

HCS7 Two-Way Stop-Control Report

11.3.i

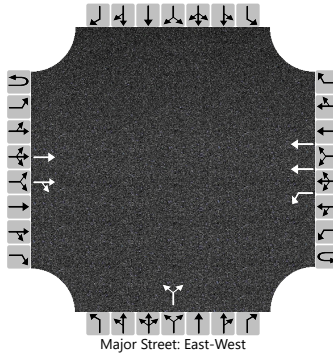
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2024
Time Analyzed	Build AM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			723	15	0	28	1278			6		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					18					
Capacity, c (veh/h)						811					216					
v/c Ratio						0.04					0.09					
95% Queue Length, Q ₉₅ (veh)						0.1					0.3					
Control Delay (s/veh)						9.6					23.2					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)						0.2					23.2					
Approach LOS											C					

Attachment: TAS Report (Rezoning East Main Street)

HCS7 Two-Way Stop-Control Report

11.3.i

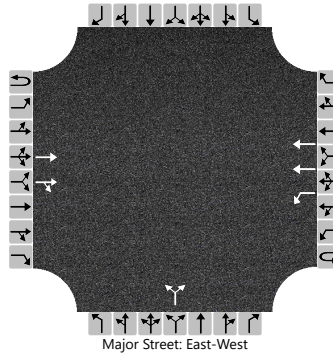
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2024
Time Analyzed	Build PM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1334	17	0	31	1103			43		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					133					
Capacity, c (veh/h)						450					92					
v/c Ratio						0.07					1.43					
95% Queue Length, Q ₉₅ (veh)						0.2					27.3					
Control Delay (s/veh)						13.6					938.1					
Level of Service (LOS)						B					F					
Approach Delay (s/veh)						0.4					938.1					
Approach LOS											F					

Attachment: TAS Report (Rezoning East Main Street)

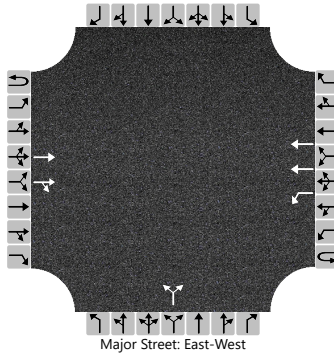
HCS7 Two-Way Stop-Control Report

11.3.i

General Information

Analyst	EEB	Intersection	E. Main St & Com. Access
Agency/Co.	ACD	Jurisdiction	City of Reynoldsburg
Date Performed	10/25/2022	East/West Street	E. Main Street
Analysis Year	2034	North/South Street	Commerce Center Access
Time Analyzed	Build AM Peak	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	1.00
Project Description	E. Main Street Development		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			756	15	0	28	1338			6		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					18					
Capacity, c (veh/h)						786					198					
v/c Ratio						0.04					0.09					
95% Queue Length, Q ₉₅ (veh)						0.1					0.3					
Control Delay (s/veh)						9.8					25.1					
Level of Service (LOS)						A					D					
Approach Delay (s/veh)					0.2				25.1							
Approach LOS									D							

Attachment: TAS Report (Rezoning East Main Street)

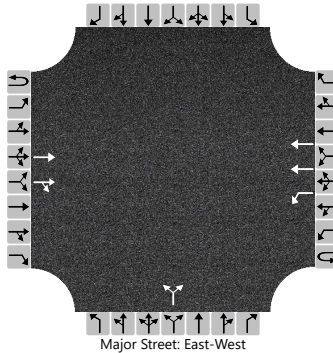
HCS7 Two-Way Stop-Control Report

11.3.i

General Information

Analyst	EEB	Intersection	E. Main St & Com. Access
Agency/Co.	ACD	Jurisdiction	City of Reynoldsburg
Date Performed	10/25/2022	East/West Street	E. Main Street
Analysis Year	2034	North/South Street	Commerce Center Access
Time Analyzed	Build PM Peak	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	1.00
Project Description	E. Main Street Development		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1399	17	0	31	1149			43		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					133					
Capacity, c (veh/h)						423					80					
v/c Ratio						0.08					1.65					
95% Queue Length, Q ₉₅ (veh)						0.3					32.3					
Control Delay (s/veh)						14.2					1323.5					
Level of Service (LOS)						B					F					
Approach Delay (s/veh)					0.4				1323.5							
Approach LOS									F							

Attachment: TAS Report (Rezoning East Main Street)

HCS7 Two-Way Stop-Control Report

11.3.i

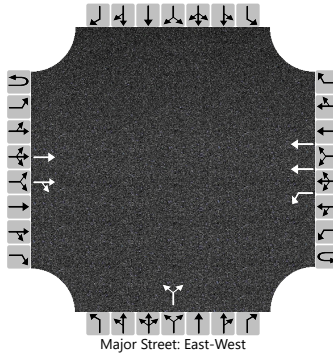
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2024
Time Analyzed	No Build AM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			680	15	0	28	1263			0		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					12					
Capacity, c (veh/h)						844					617					
v/c Ratio						0.04					0.02					
95% Queue Length, Q ₉₅ (veh)						0.1					0.1					
Control Delay (s/veh)						9.4					10.9					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)					0.2				10.9							
Approach LOS									B							

HCS7 Two-Way Stop-Control Report

11.3.i

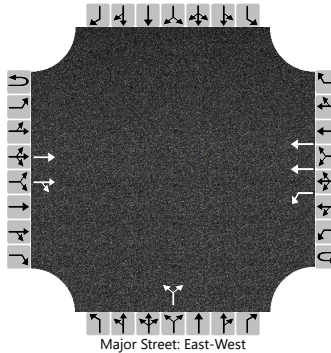
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2024
Time Analyzed	No Build PM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1301	17	0	31	1057			0		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					86					
Capacity, c (veh/h)						465					370					
v/c Ratio						0.07					0.23					
95% Queue Length, Q ₉₅ (veh)						0.2					0.9					
Control Delay (s/veh)						13.3					17.7					
Level of Service (LOS)						B					C					
Approach Delay (s/veh)					0.4				17.7							
Approach LOS									C							

HCS7 Two-Way Stop-Control Report

11.3.i

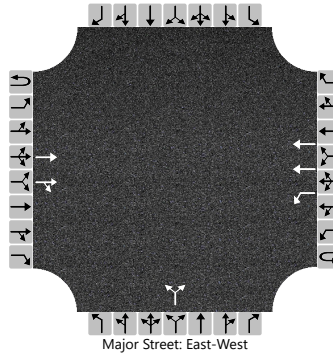
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2034
Time Analyzed	No Build AM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			713	15	0	28	1323			0		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					12					
Capacity, c (veh/h)						818					601					
v/c Ratio						0.04					0.02					
95% Queue Length, Q ₉₅ (veh)						0.1					0.1					
Control Delay (s/veh)						9.6					11.1					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)						0.2					11.1					
Approach LOS											B					

Attachment: TAS Report (Rezoning East Main Street)

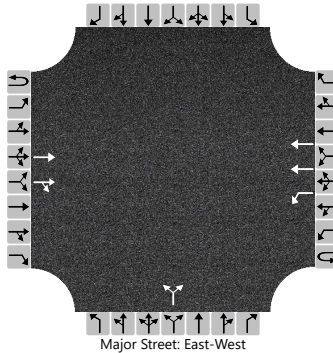
HCS7 Two-Way Stop-Control Report

11.3.i

General Information

Analyst	EEB	Intersection	E. Main St & Com. Access
Agency/Co.	ACD	Jurisdiction	City of Reynoldsburg
Date Performed	10/25/2022	East/West Street	E. Main Street
Analysis Year	2034	North/South Street	Commerce Center Access
Time Analyzed	No Build PM Peak	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	1.00
Project Description	E. Main Street Development		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1379	17	0	31	1112			0		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

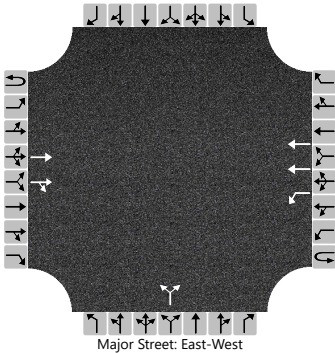
Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					86					
Capacity, c (veh/h)						431					347					
v/c Ratio						0.08					0.25					
95% Queue Length, Q ₉₅ (veh)						0.3					1.0					
Control Delay (s/veh)						14.1					18.8					
Level of Service (LOS)						B					C					
Approach Delay (s/veh)					0.4				18.8							
Approach LOS									C							

General Information		Site Information	
Analyst	EEB	Intersection	E. Main St & Com. Access
Agency/Co.	ACD	Jurisdiction	City of Reynoldsburg
Date Performed	10/25/2022	East/West Street	E. Main Street
Analysis Year	2024	North/South Street	Commerce Center Access
Time Analyzed	Build AM Peak	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	1.00
Project Description	E. Main Street Development		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			723	15	0	28	1278			0		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.5		6.9			
Critical Headway (sec)						4.16					6.86		6.96			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.23					3.53		3.33			

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					12					
Capacity, c (veh/h)						811					596					
v/c Ratio						0.04					0.02					
95% Queue Length, Q ₉₅ (veh)						0.1					0.1					
Control Delay (s/veh)						9.6					11.2					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)					0.2				11.2							
Approach LOS									B							

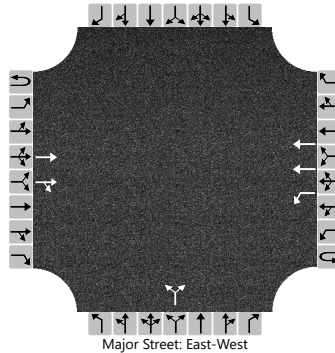
HCS7 Two-Way Stop-Control Report

11.3.i

General Information

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Agency/Co.	ACD	Jurisdiction	City of Reynoldsburg
Date Performed	10/25/2022	East/West Street	E. Main Street
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Time Analyzed	Build PM Peak	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	1.00
Project Description	E. Main Street Development		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1334	17	0	31	1103			0		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					86					
Capacity, c (veh/h)						450					360					
v/c Ratio						0.07					0.24					
95% Queue Length, Q ₉₅ (veh)						0.2					0.9					
Control Delay (s/veh)						13.6					18.1					
Level of Service (LOS)						B					C					
Approach Delay (s/veh)					0.4				18.1							
Approach LOS									C							

HCS7 Two-Way Stop-Control Report

11.3.i

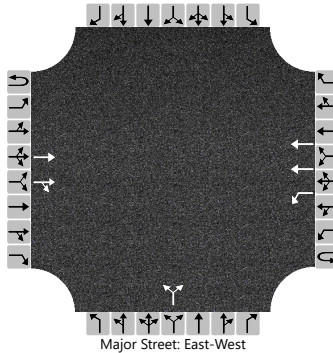
General Information

Analyst	EEB
Agency/Co.	ACD
Date Performed	10/25/2022
Analysis Year	2034
Time Analyzed	Build AM Peak
Intersection Orientation	East-West
Project Description	E. Main Street Development

Site Information

Intersection	E. Main St & Com. Access
Jurisdiction	City of Reynoldsburg
East/West Street	E. Main Street
North/South Street	Commerce Center Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			756	15	0	28	1338			0		11				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					12					
Capacity, c (veh/h)						786					580					
v/c Ratio						0.04					0.02					
95% Queue Length, Q ₉₅ (veh)						0.1					0.1					
Control Delay (s/veh)						9.8					11.3					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)						0.2					11.3					
Approach LOS											B					

Attachment: TAS Report (Rezoning East Main Street)

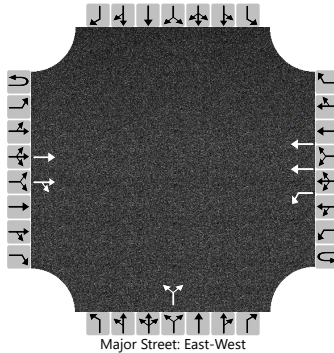
HCS7 Two-Way Stop-Control Report

11.3.i

General Information

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Agency/Co.	ACD	Jurisdiction	City of Reynoldsburg
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Intersection Orientation	East-West	Analysis Time Period (hrs)	1.00
Project Description	E. Main Street Development		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	
Configuration			T	TR		L	T				LR					
Volume (veh/h)			1399	17	0	31	1149			0		79				
Percent Heavy Vehicles (%)					3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.16				6.86		6.96				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					86					
Capacity, c (veh/h)						423					341					
v/c Ratio						0.08					0.25					
95% Queue Length, Q ₉₅ (veh)						0.3					1.0					
Control Delay (s/veh)						14.2					19.1					
Level of Service (LOS)						B					C					
Approach Delay (s/veh)					0.4				19.1							
Approach LOS									C							

Advanced Civil Design, Inc

781 Science Blvd., Suite 100
Gahanna, OH 43230
614-428-7750



First Merchants Bank

www.firstmerchants.com
71-65/749



10/11/2022

9242
11.3.j

PAY TO THE
ORDER OF

Treasurer - City of Reynoldsburg

\$**1,000.00

One Thousand and 00/100*****

DOLLAR

Treasurer - City of Reynoldsburg



Theresa M. Underwood
AUTHORIZED SIGNATURE

MEMO

Eco - Main Street Application

⑈009243⑈ ⑆074900657⑆9000394804⑈

Advanced Civil Design, Inc

Treasurer - City of Reynoldsburg
6190 · Licenses and Permits

Eco - Main Street Application

10/11/2022

924

1,000.00

First Merchants Bank- Eco - Main Street Application

1,000.00

Advanced Civil Design, Inc

Treasurer - City of Reynoldsburg
6190 · Licenses and Permits

Eco - Main Street Application

10/11/2022

924

1,000.00

First Merchants Bank- Eco - Main Street Application

1,000.00

CHECKING INSTRUMENT. LIFESAVE ON CHECK.

Attachment: Application Check (Rezoning East Main Street)

3. Facilities Demand Worksheet

(To be completed for Major Site Plan, Zoning District Change, and Plot, Grade, & Utility Plan Applications.)

1. Water:

- a. What will the total demand for water be in gallons per day (gpd) for this proposed site improvement? 12,000 gpd
- b. How much pressure is required? 35 psi

Coordinate with the City Engineer to determine if a Water Usage/Flow Study is required (614.322.6810).

2. Sanitary Sewer:

- a. What will the total anticipated flow in gallons per day for this proposed site improvement? 10,270 gpd

Coordinate with the City Engineer to determine if a Utility Study is required (614.322.6810).

3. Traffic:

a. Definitions:

- i. **Traffic Access Study:** This type of study is to be used for small scale projects generating 50- 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. These studies are applicable to projects that do not have a significant impact on the overall transportation system, but will have impacts on site access points. Analysis is typically limited to review of access point location, type, and size. Analysis of turn lane requirements on the public road at the proposed access point may also be reviewed.
- ii. **Traffic Impact Study:** An impact study is to be completed for uses that generate more than 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. This type of evaluation usually includes all access points and nearby intersections. The scope of the Traffic Impact Study is to be determined by affected agencies and the Applicant.
- iii. **Regional Traffic Analysis:** This type of analysis is suited for large scale or groups of smaller projects that impact a large geographical area significant enough in the judgment of City to require an evaluation of impacts on a Comprehensive or Thoroughfare Plan Scale. Road segments, intersections, and perhaps alternative road networks shall be analyzed and long term needs identified. The scope is to be determined by affected agencies and the Applicant.

- b. What are the anticipated Average Daily Traffic (ADT), Generator Peak Traffic, Adjacent Street Peak Traffic volumes, generated by the site improvement and what are the Peak Hours of operation (using ITE Trip Generation Manual).

note: ITE does not provide a separate Generator Peak for Office Bldgs

874 ADT

Generator Peak	Adjacent Street Peak	Peak Hour
<u> </u> AM	<u>80 trips</u> AM	<u>7-9am</u> AM
<u> </u> PM	<u>91trips</u> PM	<u>4-6pm</u> PM

- c. USE FOR ZONING DISTRICT CHANGES: Is a zoning district being requested for uses that can generate 200 or more peak hour trip ends that the current zoning does not anticipate?

 Yes, Traffic Impact Study or Regional Traffic analysis is required.

 X No, Traffic Access Study Required.

- d. USE FOR MAJOR SITE PLANS: Check the following as applicable to the site development:

 There are 200 or more Peak Hour trips anticipated.
(Traffic Impact Study or Regional Traffic Study is required.)

 X There are between 50-200 Peak Hour trips anticipated.
(Traffic Access Study is required.)

 There are less than 50 Peak Hour trips anticipated. (No additional requirements.)

- e. The information presented in this section is to assist the applicant with the requirements for traffic analysis within the City of Reynoldsburg. The City reserves the right to change these requirements if special conditions exist. If a Traffic Impact Statement or Regional Traffic Analysis is required, the applicant and the City Engineer must schedule a scope verification meeting with the City and any other local, state, or federal agencies affected by the proposed site improvements.

I certify that the information provided with this application is correct and accurate to the best of my knowledge, in filing this application with the City of Reynoldsburg.



Applicant's Signature

10/13/2022

Date

Development Department

Eric Meyer
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **November 28, 2022**

TO: **Development, Parks and Recreation Committee**

RE: **OHM Contract for Planning Services**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES

WHEREAS, the Mayor and Economic Development Department have determined the need for additional planning services; and

WHEREAS, the city intends to utilize OHM to assist with the Planning and Zoning Board review and zoning code update; and

WHEREAS, this Ordinance will direct OHM to complete planning services; and

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with OHM in the amount not to exceed \$78,000.00 for planning services.

Development Department**Eric Meyer****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

SECTION 2. That these funds were included in the 2023 Budget and will be appropriated from account number 110.580.5331 Engineering/Architecture.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days upon the signature of the Mayor.

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **November 28, 2022**

TO: **Development, Parks and Recreation Committee**

RE: **Revenue Sharing Agreement with School District**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

2 read emergency

**AN ORDINANCE AUTHORIZING AN INCOME TAX REVENUE
SHARING AGREEMENT AMONG THE CITY OF REYNOLDSBURG AND
THE REYNOLDSBURG CITY SCHOOL DISTRICT, AND DECLARING
AN EMERGENCY**

WHEREAS, pursuant to Ohio Revised Code Section 3735.671, the City expects to enter into one or more Community Reinvestment Area Agreements (the “CRA Agreements”) from time to time, under which the City would approve a real property tax abatements of up to 100% for 15 years (the “CRA Exemptions”) on new real property improvements (the “Improvements”) relating to projects to be undertaken by property owners within the East Main Community Reinvestment Area (each a “Project Site” and collectively, the “Project Sites”), all as further described in the CRA Agreements; and

WHEREAS, the General Assembly of the State of Ohio, by the enactment of O.R.C. 5709.82 et seq., requires the City to compensate the Reynoldsburg City School District and the Eastland Joint

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

Vocational School District (together, the “School District”) for tax revenue foregone as a result of the CRA Exemptions; and

WHEREAS, pursuant to O.R.C. 5709.82 et seq., the City may compensate the School District according to a formula prescribed therein or enter into a separate income tax revenue sharing agreement with the Reynoldsburg City School District; and

WHEREAS, to enable the construction of the Improvements and to share income tax revenue generated by the Improvements, the City and the Reynoldsburg City School District have determined to enter into a Revenue Sharing Agreement (the “Agreement”), which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Approval of Agreement. This Council hereby approves the Agreement providing for the School District to receive 50% of income taxes received for jobs located in each facility located on a Project Site during each year that a CRA Exemption applies to that Project Site. That Agreement shall be in substantially the form of the Agreement on file with the Clerk of Council, with such revisions as are approved by the City Attorney; and this Council hereby authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 2. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance and the terms and conditions of the aforesaid Agreement.

SECTION 4. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 5. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this ordinance is required to be immediately effective so that the projects on the Project Sites may commence immediately to provide for creation of jobs and economic opportunities, which are vitally needed in order to enhance revenues for the City and to improve the economic welfare of the people, therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

REVENUE SHARING AGREEMENT
(Reynoldsburg, LLC MOB)

This REVENUE SHARING AGREEMENT (this “Agreement”) is made and entered into as of _____, 20__ by and between the CITY OF REYNOLDSBURG, OHIO (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio with its principal offices at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and the BOARD OF EDUCATION OF THE REYNOLDSBURG CITY SCHOOL DISTRICT (the “School District”), a public school district with its principal offices located at 7244 E. Main Street, Reynoldsburg, Ohio 43068, and specifies the manner in which and procedures to be used pursuant to Ohio Revised Code Section 5709.82 authorizing general compensation relating to the Community Reinvestment Area tax abatement for the construction of a medical office building on Parcel Number 060-009613 in Reynoldsburg, Ohio (the “Project Site”) in the City’s East Main Community Reinvestment Area.

RECITALS:

WHEREAS, the City, under the authority of Section 3736.65 *et seq.* of the Ohio Revised Code (the “Revised Code”), has adopted Ordinance No. 59-2022 (the “CRA Ordinance”) creating a Community Reinvestment Area that includes the Project Site, and authorizing the granting of certain abatements from real property taxes for qualifying improvements on the parcels within the East Main Community Reinvestment Area; and

WHEREAS, effective August 10, 2022, the Director of Development of the State of Ohio determined that the aforementioned area designated in the CRA Ordinance contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as Community Reinvestment Area #049-66390-101 under said Chapter 3735; and

WHEREAS, Reynoldsburg MOB LLC (the “Company”) desires to construct on the Project Site an approximately sixty thousand (60,000) square foot new medical office building (the “Project”); and

WHEREAS, the City has acted pursuant to Section 3735.671 of the Ohio Revised Code by Ordinance No: _____ adopted on _____ to grant a tax exemption to the Company and will enter into a formal Community Reinvestment Agreement with the Company (the “CRA Agreement”) to provide for a 15-year, 100% community reinvestment area real property tax abatement for the Project (the “CRA Exemption”); and

WHEREAS, the City has provided the School District notice of the Project and served it with notification pursuant to R.C. 3735.671(A) and 5709.83 by service of a copy of the proposed the CRA Agreement and the CRA Application, and the School District acknowledges receipt of same; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the School District hereby agrees to forego any right or claim to compensation that it may have as a result of the aforementioned incentives, except as provided in this Agreement; and

WHEREAS, on [____], 20[____] the Board of Education of the School District has adopted a resolution granting its approval of this Agreement, the CRA Exemption for the Project and CRA Agreement with the Company, and waived any further notice, approval or compensation requirements of Revised Code Sections 3735.671, 5709.82 and 5709.83 on the condition that the City execute and deliver this Agreement (the “Board Resolution”); and

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties agree to the foregoing and as follows:

Section 1. Approval of CRA Agreement and CRA Exemption. The School District hereby approves the proposed CRA Agreement between the City and the Company, in substantially the same form as attached hereto as Exhibit “A”, and the CRA Exemption in the amount of one hundred percent (100%) for fifteen (15) years for the Project. The CRA Exemption shall apply only to the value of improvements to the structures, as provided in Ohio Revised Code Sections 3735.67, as determined by the Franklin County Auditor. As provided in Ohio Revised Code Sections 3735.67, no exemption from real property taxes is extended to the land. The School District waives any and all notices of the CRA Agreement or the CRA Exemption provided for in the CRA Agreement, required by Ohio law, including, without limitation, notices required pursuant to Ohio Revised Code Sections 3735.671 and 5709.83.

Section 2: Payments to School District. In connection with the CRA Exemption pursuant to the CRA Agreement, the City will pay an annual amount equal to thirty percent (30%) of the real property taxes foregone by the School District in each year of the CRA Exemption as a result of the abatement for the Project provided for under the CRA Agreement, subject to a maximum payment in each such year equal to (a) 50% of the Shared Income Tax Revenue, as defined below, for that year; less (b) the amount payable to the Eastland Joint Vocational School District pursuant to Ohio Revised Code Section 3735.671 or 5709.82 for that year. Such payment will be made from (a) the income taxes levied and collected by the City on the incomes of the persons employed in the construction in the Project, the Company’s Employees at the Project, and the Employees of any tenants or subtenants at the Project, and (b) the payment in lieu of taxes that the Company has agreed to make in Section 2 of the CRA Agreement to the City (the “PILOT Income Tax”) (collectively the “Shared Income Tax Revenue”). “Employees” as used herein shall be defined as all full-time, part-time, temporary and leased employees that are “new employees” as defined in Ohio Revised Code Section 5709.82. Payments will be made annually on or before June 1 of the following year of the CRA Exemption Period.

Section 3: Infrastructure Offset. Notwithstanding the provisions of R.C. 5709.82(D), the City shall be entitled no offset from the Shared Income Tax Revenue for infrastructure costs and/or debt service on public infrastructure directly supporting the development of the Facility incurred by the City in the preceding calendar year. The term “infrastructure costs” shall have the same meaning as set forth under Section 5709.82(A)(2) of the Ohio Revised Code.

Section 4: Review of Records. The School District may from time to time, with reasonable advance notice, review the records of the City relating to the municipal income taxes it derived from the project, in each case to the extent such information may be made available to the School District without violating applicable laws relating to confidentiality of municipal income tax information.

Section 5. Revised Code Section 5709.82. Except as provided in Section 2 hereof and consideration for the City's agreement to make the payments provided for herein, the School District agrees that the CRA Exemption, as approved by the School District in its Board Resolution, are not subject to the provisions of Revised Code Section 5709.82, and the School District waives any right to compensation pursuant to Revised Code Section 5709.82 in connection with the CRA Exemption except as provided in Section 2.

Section 6. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 7. Defaults. A Party shall be in default of this Agreement if (a) a party fails to make any payment in this Agreement when due, and any such failure continues for thirty (30) days after receiving written notice of default from the other party; (b) the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other party (a "Default Notice"); or (c) a party becomes insolvent or unable to pay its debts as they become due. Any such default, which continues uncured beyond the thirty (30) day cure period above, shall constitute an "Event of Default." Upon the occurrence of an Event of Default, beyond any applicable cure periods, and as long as the Event of Default is continuing, a non-defaulting party may, at its sole option, exercise one or more of the following remedies: (a) proceed by appropriate court action to enforce the terms of, recover actual and reasonable direct damages for the breach of this Agreement; (b) demand payment; and/or (c) exercise any other remedy which may be available to the party under applicable law.

Section 8. Limitation of Liability. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

Section 9. Effective Date. This Agreement shall become effective on the Effective Date as of the last date signed by all Parties and shall remain in effect for such period as the CRA Exemption or CRA Agreement is in effect with respect to the Project.

Section 10. Entire Agreement; Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertaking of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District waives any and all notices of the CRA Agreement or the CRA Exemption from taxation provided for in the CRA Agreement for the Project, required by Ohio law, including, without limitation, Revised Code Sections 3735.671 and 5709.83.

Section 11. Notices. All payments and notices under this Agreement must be hand-delivered (with receipt acknowledged) or sent by the first class U.S. mail, postage prepaid, and are deemed delivered when so delivered or mailed to the respective addresses first set forth above. Either party may change its address for receiving payments or notices by giving written notice of such change to the other party.

Section 12. Severability of Provisions. The invalidity of any provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement is to be construed in all respects as if any invalid portions were omitted.\

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart. Electronically executed counterparts (such as DocuSign counterparts) or signatures transmitted or stored by facsimile or electronic means (such as .pdf counterparts) are deemed original signatures.

Section 14. Authorization. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

Section 15. Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and the School District have caused this Revenue Sharing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF REYNOLDSBURG

REYNOLDSBURG CITY SCHOOL
DISTRICT BOARD OF EDUCATION

By: _____
Mayor

By: _____
Superintendent

By: _____
Treasurer

By: _____
President of the Board of Education

Approved as to Form:

City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City under the foregoing Agreement, certifies that the money required to meet the obligations of the City during the year 2022 under the foregoing Agreement is appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2022

City Auditor
City of Reynoldsburg, Ohio

Attachment: Revenue Share Agreement [Revision 1] (Revenue Sharing Agreement with School District)

EXHIBIT A
CRA AGREEMENT

Attachment: Revenue Share Agreement [Revision 1] (Revenue Sharing Agreement with School District)

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement (the "Agreement") is made and entered into on _____, 2022, by and between the City of Reynoldsburg, Ohio ("REYNOLDSBURG"), an Ohio municipal corporation, with offices located at 7232 East Main Street, Reynoldsburg, Ohio 43068 and Reynoldsburg MOB LLC, an Ohio limited liability company ("COMPANY") with its offices located at 1533 Lake Shore Drive, Columbus, Ohio 43204. REYNOLDSBURG and COMPANY are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, REYNOLDSBURG has encouraged the development of real property and the acquisition of personal property located in the area designated as the Reynoldsburg Community Reinvestment Area; and

WHEREAS, COMPANY is desirous of constructing a three-story medical office building, which will consist of approximately 60,000 square feet of space, hereinafter referred to as the "PROJECT", within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the REYNOLDSBURG City Council by Ordinance No.59-2022 designated the Reynoldsburg Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, REYNOLDSBURG, having the appropriate authority for the stated type of project, is desirous of providing COMPANY with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, COMPANY has submitted a proposed agreement application, herein attached as Exhibit A, to REYNOLDSBURG (said application hereinafter referred to as the "Application"); and

WHEREAS, the Director of Development of REYNOLDSBURG has investigated the Application and has recommended the same to the City Council of Reynoldsburg on the basis that COMPANY is qualified by financial responsibility and business experience to create and preserve employment and/or housing opportunities in said Community Reinvestment Area and improve the economic climate of REYNOLDSBURG; and

WHEREAS, all required notices to school districts have been or will be delivered in accordance with 5709.83 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to the foregoing and as follows:

SECTION 1. LOCATION BY COMPANY

1. COMPANY shall construct approximately 60,000 square feet of space on an approximately 5.3-acre site, described more particularly in the attached Exhibit B, which has been split from Parcel #060-003828-00 to form Parcel #060-009613, located on the northside of E. Main Street and the Franklin and Licking County line. The PROJECT will involve a total investment by COMPANY of approximately \$17,000,000 of hard costs as described in the Application.
2. The PROJECT will begin on or before January 1 2023, and all acquisition, construction and installation is expected to be completed by December 31, 2024.

SECTION 2. PROGRAM COMPLIANCE

1. REYNOLDSBURG hereby grants COMPANY a 100% real property tax exemption pursuant to Section 3735.67 of the Ohio Revised Code for a 15 year period for the PROJECT. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after tax year 2025 collection year 2026, nor extend beyond tax year 2039/collection year 2040 (15 year exemption period).
2. COMPANY (or its tenants located within the PROJECT) shall create, retain, and maintain jobs providing for as follows:
 - A. In the first full year of the real property tax exemption, at least \$8,500,000 in annual payroll at the Project, resulting in a minimum of \$212,500.00 in annual income tax withholdings revenues to REYNOLDSBURG.
 - B. In the second full year of the real property tax exemption, at least \$9,500,000 in annual payroll at the Project, resulting in a minimum of \$237,500.00 in annual income tax withholdings revenues to REYNOLDSBURG.
 - C. In the third full year and each year thereafter of the real property tax exemption, at least \$11,000,000 in annual payroll at the Project, resulting in a minimum of \$275,000.00 in annual income tax withholding revenues to REYNOLDSBURG.

The minimum annual income tax withholding holding revenues set forth above shall hereinafter be referred to as the “Revenue Threshold.”

COMPANY will seek to procure all such necessary information from the tenants occupying space in the PROJECT as requested by the Director of Development for REYNOLDSBURG to verify that COMPANY has maintained or is causing to be maintained the Revenue Threshold. COMPANY shall be responsible for providing to REYNOLDSBURG or causing to be provided to REYNOLDSBURG all tenant employee payroll and withholding information necessary to demonstrate achievement of the Revenue Threshold.

If COMPANY fails to maintain or cause to be maintained the Revenue Threshold for the PROJECT, COMPANY shall make a payment in lieu of taxes to REYNOLDSBURG in the amount equal to thirty-five percent (35%) of real property taxes abated pursuant to the real property tax exemption granted by this Agreement. However, the 35% payment in lieu of taxes shall apply only for years where the Revenue Threshold has not been satisfied. For years where the Revenue Threshold has been satisfied no payments in lieu of taxes shall be due. The Revenue Threshold set forth in this Section is established on the assumption that the City income tax rate is two and one half percent (2.5%). If such rate is increased or decreased at any time before or after the commencement of the exemption period, the Revenue Threshold shall be proportionately increased or decreased. Any payments in lieu of taxes shall be due by June 1 of the year following the year in which the Revenue Threshold is not satisfied.

3. COMPANY shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If COMPANY fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
4. COMPANY hereby certifies that at the time this Agreement is executed, COMPANY does not owe any delinquent real or tangible personal property taxes to any taxing authority of the STATE, and does not owe delinquent taxes for which COMPANY is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, COMPANY is currently paying the delinquent taxes pursuant to an undertaking enforceable by the STATE or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against COMPANY. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
5. REYNOLDSBURG shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
6. If for any reason REYNOLDSBURG revokes the designation of the Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless COMPANY materially fails to fulfill its obligations under this Agreement and REYNOLDSBURG terminates or modifies the exemptions from taxation granted under this Agreement.
7. If COMPANY materially fails to fulfill its obligations under this Agreement, or if REYNOLDSBURG determines that the certification as to the delinquent taxes required by Agreement is fraudulent, REYNOLDSBURG may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

8. COMPANY shall provide or shall cause to be provided by its tenants occupying space in the PROJECT to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate COMPANY'S compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. COMPANY shall also provide such information as well as certified payroll and tax withholding information for employees of COMPANY and any tenants located at the PROJECT to the Director of Development of REYNOLDSBURG upon request.
9. This Agreement is not transferable or assignable without the express, written approval of REYNOLDSBURG.
10. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that COMPANY, any successor to that person, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of section 3735.671 or section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
11. COMPANY and REYNOLDSBURG acknowledge that this Agreement must be approved by formal action of the City Council of REYNOLDSBURG as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.
12. COMPANY affirmatively covenants that it has made no false statements to the STATE or REYNOLDSBURG in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of COMPANY has knowingly made a false statement to the STATE or REYNOLDSBURG to obtain Community Reinvestment Area incentives, COMPANY shall be required immediately to return all benefits received under this Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the STATE, any STATE agency or a political subdivision pursuant to ORC Section 9.66 (c)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
13. COMPANY will pay to REYNOLDSBURG an annual fee equal to the greater of one per cent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the taxes exempted exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to REYNOLDSBURG on January 15th year for each Taxable Year of the Incentive Period.
14. This Agreement may be executed in one or more counterparts, each of which constitutes an original agreement and all of which constitute one and the same original agreement. Delivery of an executed counterpart hereof by facsimile or in electronic format shall be effective as manual delivery of such counterpart.

15. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
16. Company shall be considered to have materially failed to fulfill its obligations under this Agreement if Company does not cure a failure to fulfill its obligations within 30 days after receiving written notice from Reynoldsburg of such failure. In addition, exemptions from taxation granted under this Agreement may be rescinded as set forth in Section 2.2 only after (i) with respect to real property taxes, Company fails to cure the failure to pay real property taxes with respect to the Project Site by the time the second delinquent tax list is published pursuant to Ohio Revised Code Section 5721.03, or (ii) with respect to tangible personal property taxes, Company fails to cure the failure to pay tangible personal property taxes with respect to the Project Site by the time the second delinquent personal and classified property tax list is published pursuant to Ohio Revised Code Section 5719.04.
17. In addition to its other obligations hereunder, the Company shall provide the following community benefits:

Company shall maintain membership in the Reynoldsburg Area Chamber of Commerce for each Taxable Year of the Incentive Period, will make a \$3,000 donation to REYNOLDSBURG to be used in administering the Reynoldsburg Tomato Festival for each Taxable Year of the Incentive Period (payable each January 15) and will make a one-time CRA creation fee of \$2,000 upon execution of this Agreement (which fee shall be in addition to the \$750 application fee due to the State of Ohio).

[Signatures on the Next Page.]

IN WITNESS WHEREOF, REYNOLDSBURG, by _____, _____, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 20____, and COMPANY, by its duly authorized signor, has caused this instrument to be executed on this _____ day of _____, 20____.

COMPANY:

REYNOLDSBURG MOB LLC

_____,
an Ohio limited liability company

By: _____
Name:
Title:

REYNOLDSBURG:

CITY OF REYNOLDSBURG

By _____
Mayor

Approved as to form:

City Attorney

EXHIBIT A
CRA APPLICATION

Attachment: Revenue Share Agreement [Revision 1] (Revenue Sharing Agreement with School District)

CITY OF REYNOLDSBURG

COMMERCIAL PROJECTS

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
City of Reynoldsburg located in the County of Franklin and
Reynoldsburg MOB LLC and its tenant: Central Ohio Primary Care Physicians

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Reynoldsburg LLC MOB
 Enterprise Name

Paul G. Ghidotti
 Contact Person

c/o The Daimler Group, Inc.
1533 Lake Shore Drive, Columbus, Ohio 43204 (614) 488-4424
 Address Telephone Number

- b. Project site:

A portion of Parcel # 060-003828 Paul G. Ghidotti
 Contact Person

(same as above) (same as above)
 Address Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Medical Office Building

- b. List primary 6 digit North American Industry Classification System (NAICS) # 62111

Business may list other relevant SIC
 numbers. _____

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: _____

CITY OF REYNOLDSBURG

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company (LLC)

3. Name of principal owner(s) or officers of the business.

Hidden Lake Investment Group IV LLC & Central Ohio Primary Care Physicians, Inc.

4. a. State the enterprise's current employment level at the proposed project site:

NONE

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes X No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

Medical Practice offices from Central Ohio Primary Care will be moving from the City of Columbus into Reynoldsburg

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

As of 8/1/2022 – Central Ohio Primary Care Physicians has 2,112 Employees. 1,865 are full time permanent. The other 247 are part time or contingent employees.

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

See attached spreadsheet – all employees listed will leave their current location and be relocated to the new facility.

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

A projected total of 147 employees will be relocated from Columbus to the new facility and 21 employees will relocate from another location inside the City of Reynoldsburg to the new facility. Employees consist of physicians, nurse practitioners, physician assistants, physical therapists, radiology technicians, and medical office support staff. See attached spreadsheet for

CITY OF REYNOLDSBURG

greater detail.

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Approximately 61,000 SF 3-Story Medical Facility with Primary Care which includes Family Medicine, Internal Medicine, and Pediatrics. In addition, Imaging, Phlebotomy Services, Physical Therapy, Specialty Care, and Urgent Care will be located in the building to support the Primary Care practices.

7. Project will begin January, 2023 and be completed January, 2025 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

Central Ohio Primary Care (tenant) will bring approx. 173 full time permanent employees to the new building.

b. State the time frame of this projected hiring: 2 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

173 employees is at completion of the building. 3% growth going forward.

9. a. Estimate the amount of annual payroll such new employees will add \$ 11,035,000
(new annual payroll must be itemized by full and part-time and permanent and

CITY OF REYNOLDSBURG

temporary new employees).

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ None

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Land/Buildings:	\$ <u>1,000,000</u>
B.	Additions/New Construction:	\$ <u>16,000,000</u>
C.	Improvements to existing buildings:	\$ <u>0</u>
D.	Machinery & Equipment:	\$ <u>TBD</u>
E.	Furniture & Fixtures:	\$ <u>TBD</u>
F.	Inventory:	\$ <u>TBD</u>

Total New Project Investment: \$+/- \$20,000,000

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property and building as described above. Be specific as to the rate, and term.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

This project contemplates the relocation and assimilation of many different COPC medical practices into a single consolidated Class A Medical Office Building which will allow for these physicians to perform their trade in a much more efficient manner and to have the benefit of ancillary services under one roof (i.e. at one location) to make the delivery of medical care by these physicians much more patient centric and efficient. However, this efficiency comes at a heighten cost whereby having some savings from operating the facility will help offset the much higher base rental costs that all of these physicians are currently paying in their current locations.

Submission of this application expressly authorizes the City of Reynoldsburg to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

CITY OF REYNOLDSBURG

REYNOLDSBURG MOB LLC

By Paul Shidoti
Its Authorized Representative9/20/22
Date_____
SignaturePAUL SHIDOTI
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

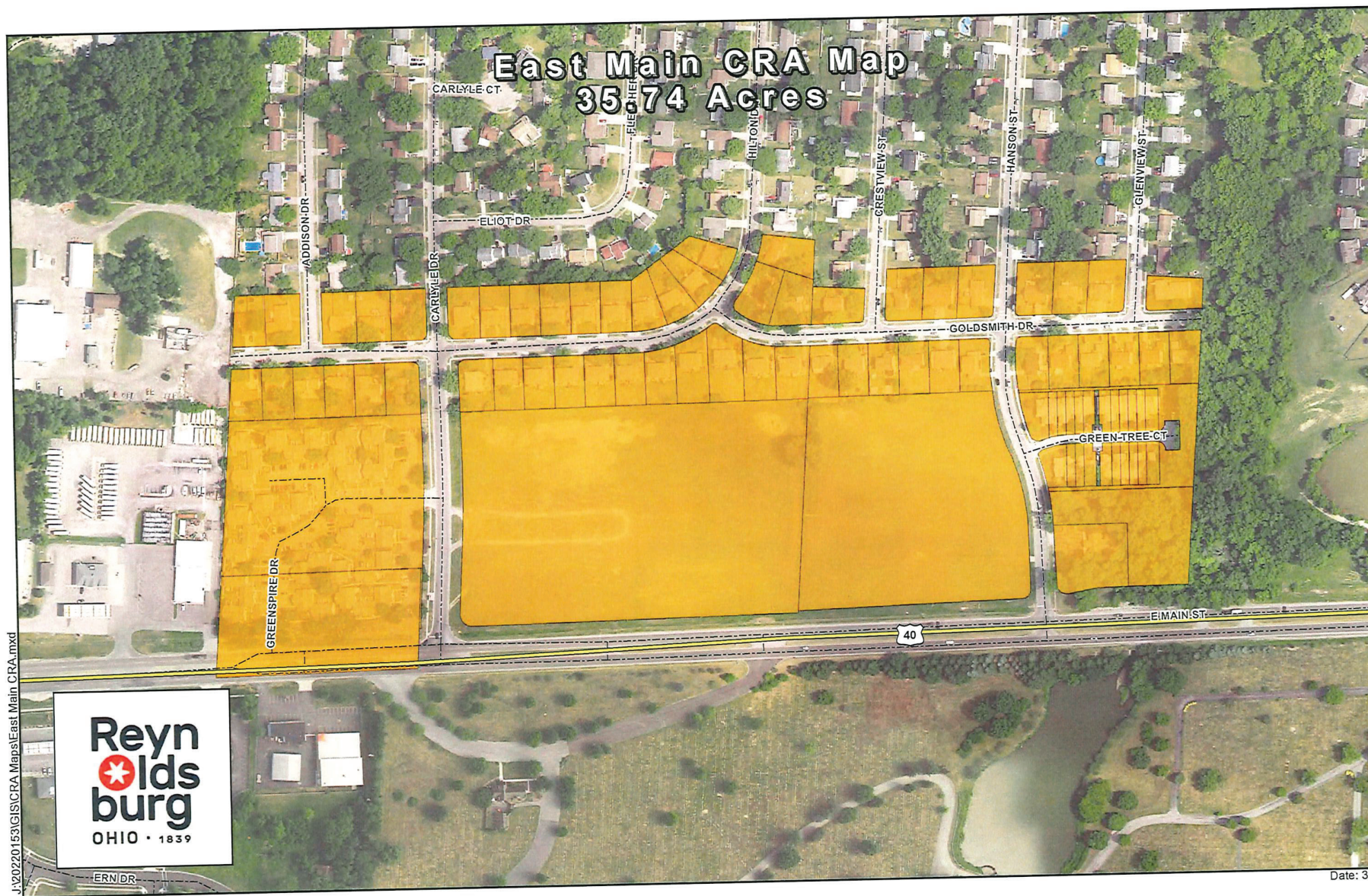
Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

Central Ohio Primary Care Phys Inc.
 Reynoldsburg- Medical Building
 All employees are permanent & full time.

Sites	Current Address	Current City	PROJECTION FOR 2022	EE's for 2022
Canyon Medical Center	5969 E. Broad Street, Suite 200, Columbus, OH 43213	Columbus	2,282,209.60	42.4
Suburban Internal Medicine	6465 E. Broad Street, Suite D, Columbus, OH 43213	Columbus	1,287,973.00	15
Feldman Family	6100 E. Main Street, Suite 105, Columbus, OH 43213	Columbus	299,489.50	0
Eastglen Pediatrics	6495 E. Broad Street, Suite A, Columbus, OH 43213	Columbus	1,018,756.00	21
Building Blocks Pediatrics	6503 E. Broad Street, Suite 100, Columbus, OH 43213	Columbus	1,252,386.00	24
Primary Care Phys East	6096 East Main Street, Suite 112 , Columbus, OH 43213	Columbus	403,377.00	16
Radiology - East	6096 E. Main Street, Suite 109, Columbus, OH 43213	Columbus	411,208.00	12
Physical Therapy East	6096 E. Main Street, Suite 109, Columbus, OH 43213	Columbus	335,844.00	6
Same Day Center East	6096 E. Main Street, Suite 105, Columbus, OH 43213	Columbus	365,638.00	8
Eastside Draw Station	6096 E. Main Street, Suite 105, Columbus, OH 43213	Columbus	64,165.00	2
John Paes - Eastside	6096 E. Main Street, Suite 112, Columbus, OH 43213	Columbus	13,666.00	1
Stonegate Family Health	6488 E. Main Street, Suite C, Reynoldsburg, OH 43068	Reyns	1,919,971.67	13
Stonegate Medical Assoc	6488 E. Main Street, Suite 110, Reynoldsburg, OH 43068	Reyns	1,058,636.70	8
			<u>10,713,320.47</u>	<u>168</u>
			TOTAL 2022	

EXHIBIT B
DEPICTION OF PROJECT SITE

Attachment: Revenue Share Agreement [Revision 1] (Revenue Sharing Agreement with School District)



Attachment: Revenue Share Agreement [Revision 1] (Revenue Sharing Agreement with School District)

ALTA/NSPS LAND TITLE SURVEY

HALF SECTION 9, SECTION 8, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

PROPOSED NEW LEGAL DESCRIPTION

5.257 ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, located in Half Section 9, Section 8, Township 16, Range 20, Refugee Lands and being out of Reserve "D" of that subdivision entitled Ludlow by record in Plat Book 33, Page 72 as conveyed to City of Reynoldsburg by deed of record in Instrument Number 202110180189078 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pin found capped "Geographics" at the northwesterly corner of said Reserve "D", the southwesterly corner of Lot 7 of said Ludlow and in the easterly right-of-way line of Carlyle Drive (90') of record in Plat Book 33, Page 72;

Thence North 88° 54' 14" East, with the northerly line of said Reserve "D" and with the southerly line of Lots 7-13 of said Ludlow, (passing a 1 1/2 inch iron pin found at 290.00 feet) a total distance of 454.95 feet to an iron pin set in the southerly line of said Lot 13;

Thence South 01° 06' 06" East, across said Reserve "D", a distance of 498.28 feet to an iron pin set in the northerly right-of-way line of East Main Street (right of way varies) of record in Plat Book 33, Page 72;

Thence South 88° 54' 14" West, with the southerly line of said Reserve "D" and with the northerly right-of-way line of said East Main Street, a distance of 441.85 feet to a 3/4 inch iron pin found capped "Geographics" at a point of curvature;

Thence continuing with the southerly line of said Reserve "D" and with the northerly right of way line of said East Main Street, with the arc of a curve to the right, having a central angle of 94° 29' 05", a radius of 30.00 feet, an arc length of 49.47 feet, a chord bearing of North 43° 51' 14" West and chord distance of 44.05 feet to a 3/4 inch iron pin found capped "Geographics" in the easterly right-of-way line of said Carlyle Drive;

Thence North 03° 23' 19" East, with the westerly line of said Reserve "D" and with the easterly right-of-way line of said Carlyle Drive, a distance of 101.55 feet to an iron pin set at a point of curvature;

Thence continuing with the westerly line of said Reserve "D" and with said easterly right-of-way line, with the arc of a curve to the left, having a central angle of 04° 29' 05", a radius of 2882.32 feet, an arc length of 225.61 feet, a chord bearing of North 01° 08' 46" East and chord distance of 225.55 feet to a 3/4 inch iron pin found;

Thence North 01° 05' 46" West, with said westerly line and with said easterly right-of-way line, a distance of 139.31 feet to the POINT OF BEGINNING, containing 5.257 acres, more or less.

TABLE A OPTIONAL ITEM NOTES:

- 6(a). Zoning information was not made available to the undersigned as of the date of this survey.
7. No buildings were observed on the subject tract at the time the fieldwork was conducted.
9. No parking striping was observed on the subject tract at the time the fieldwork was conducted.
16. There was no evidence of recent earth moving, building construction, or building additions observed on the subject tract at the time the fieldwork was conducted.
17. There was no evidence of street right-of-way changes, recent street or sidewalk construction, or repairs observed on the subject tract at the time the fieldwork was conducted.
18. There are no off-site insured easements referenced in Title Commitment No. 22-16484 issued by First American Title Company with an effective date of April 1, 2022.

- Iron Pin Set
 - Iron Pin Found
 - Stone Found
 - P.K. Nail Found
 - Monument Found
 - Magnetic Nail Set
 - Magnetic Nail Found
 - Railroad Spike Found
- LP. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

GRAPHIC SCALE (in feet)

0 50 100

SYMBOL LEGEND

- Sign
- Guy Wire & Anchor
- Utility Pole
- Telephone Manhole
- Telephone Pedestal Box
- Fiber Optic Pull Box
- Sanitary Sewer Manhole
- Curb & Gutter Inlet
- Fire Hydrant
- Water Valve
- Light Pole
- Fiber Optic Marker Post
- Electric Pole

LINE LEGEND

- X—X— Fence Line
- GW — Gas Line
- STM — Storm Line
- SAN — Sanitary Line
- OHW — Overhead Wires

5.257 AC.

CITY OF REYNOLDSBURG
I.N. 202110180189078
P.N. 060-003828

ADDRESS: EAST MAIN
STREET REYNOLDSBURG

LUDLOW
P.B. 33, P. 72
RESERVE "D"



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

BASIS OF BEARINGS:

The coordinates shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Said coordinates are based upon positional solutions derived from RTK GNSS observations using the Ohio Department of Transportation's Ohio Real Time Network equipment and software. A bearing of North 88° 54' 14" West was held for a portion of the centerline of East Main Street.

FEMA NOTE:

According to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 39049C0358K (dated June 17, 2008), the subject tract shown hereon lies within Zone X (areas determined to be outside of the 0.2% annual chance floodplain).

UTILITY STATEMENT:

A Utility Marking and Plans request was submitted to OHIO811 on July 5, 2022. The utilities shown hereon have been located from field survey information and review of plans and/or reports provided by the client and referenced hereon. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated, although s/he does certify that they are located as accurately as possible.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

CERTIFICATION: Commitment No. 22-16484

To: The Daimler Group, Inc., City of Reynoldsburg, Reynoldsburg MOB LLC, First American Title Insurance Company and Esquire Title Services, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 "Minimum Standard Detail" Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 11, 13, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on July 18, 2022.

By *Joshua M. Kleemeyer* 8/19/22 Date
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com



EMHT		Date: August 10, 2022
Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43254 Phone: 614.775.4500 Toll Free: 888.775.3448 emht.com		Scale: 1" = 50'
		Job No: 2022-0560
		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

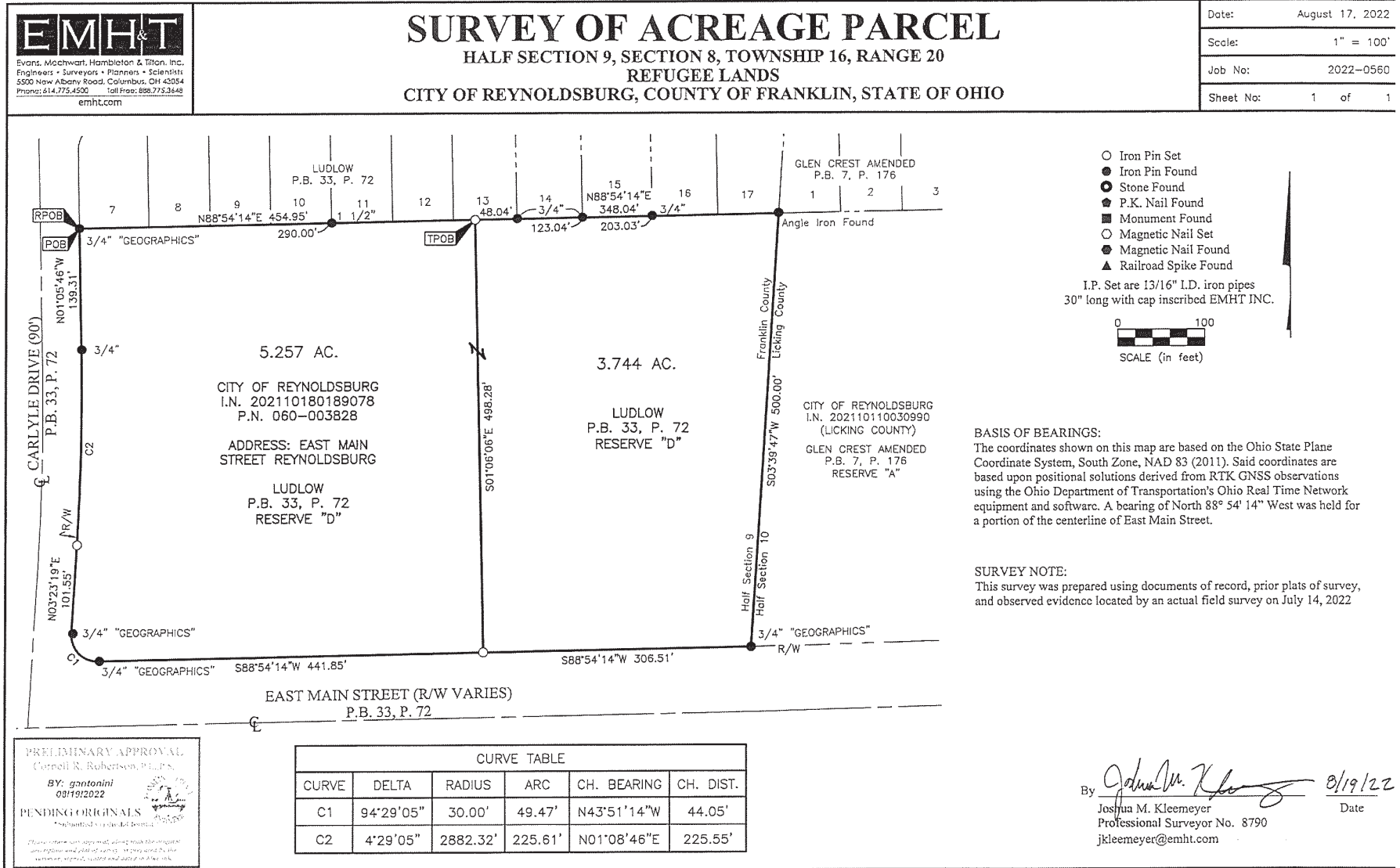
Schedule B Items from Title Commitment No. 22-16484 issued by First American Title Insurance Company with an effective date of April 1, 2022 at 7:00 A.M.

Items 1-9 NOT SURVEY RELATED ITEMS.

Item 10 Building setback lines and utility easement as shown on the recorded plat of subdivision, appearing of record in Plat Book 33, pages 72 & 73, Recorder's Office, Franklin County, Ohio. 5 FOOT EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN.

Items 11-12 NOT SURVEY RELATED ITEMS.

COPC Reynoldsburg MOB/ 20220560-VS-ALTA-01



J:\20220560\DWG\04SHEETS\BOUNDARY\20220560-VS-BNDT-01.DWG plotted by KLEEMEYER, JOSHUA on 8/19/2022 1:36:13 PM last saved by KLEEMEYER, JOSHUA on 8/19/2022 1:35:53 PM

COPC Reynoldsburg MOB / 20220560-VS-BNDY-0

Attachment: Revenue Share Agreement [Revision 1] (Revenue Sharing Agreement with School District)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: CRA Tax Exemption for Reynoldsburg MOB LLC

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Two read emergency

AUTHORIZING AN AGREEMENT WITH REYNOLDSBURG MOB LLC

OR AN AFFILIATE, PROVIDING FOR A PROJECT AND A PROPERTY TAX EXEMPTION PURSUANT TO THE OHIO COMMUNITY REINVESTMENT AREA PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the General Assembly of the State of Ohio, by the enactment of Ohio Revised Code Sections 3735.65 et seq. (the "Community Reinvestment Area Program"), has heretofore authorized municipal corporations to designate Community Reinvestment Areas within the State in order to provide incentives for new residential, commercial or industrial development and/or rehabilitation in such areas, by making available property tax exemption for such new development or rehabilitation; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, pursuant to said Community Reinvestment Area Program, this Council by Ordinance No. 59-2022 approved the designation of the geographic area described in said Ordinance as the East Main Community Reinvestment Area (the “Community Reinvestment Area”); and

WHEREAS, Reynoldsburg MOB LLC, an Ohio limited liability company, or an affiliate (the “Owner”) plans to construct an approximately 60,000 square foot, three-story medical office building on a 5.3 acre site located on the north side of East Main Street and the Franklin and Licking County line, and on tax parcel number 060-009613-00 (the “Project”); and

WHEREAS, the Owner has submitted an application to the City requesting a property tax exemption for the Project, and the City desires to enter into a Community Reinvestment Area Agreement (the “Agreement”) with the Owner; and

WHEREAS, the Project is located in the Reynoldsburg City School District and the Eastland Joint Vocational School District and the Board of Education of the Reynoldsburg City School District and the Board of Education of the Eastland Joint Vocational School District have been notified of the proposed Agreement in accordance with Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, the Reynoldsburg City School District has approved the Project and proposed Agreement in accordance with Ohio Revised Code Section 3735.671; and

WHEREAS, this Council has determined that it will be in the best interests of the City and its citizens to proceed to enter into the Agreement with the Owner, and that fulfillment of such Agreement will carry out the purposes of the Community Reinvestment Area Program;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Approval of Agreement. This Council hereby approves the Agreement providing for the Project and for an exemption from real property taxation of 100% of the increase in the

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

assessed valuation of real property resulting from improvements to real property for 15 years. That Agreement shall be in substantially the form of the Agreement on file with the Clerk of Council, with such revisions as are approved by the City Attorney; and this Council hereby authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 2. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance, the terms and conditions of the aforesaid Agreement and the requirements and policies of the Community Reinvestment Area Program.

SECTION 3. Delivery. Pursuant to Section 3735.671 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of the Agreement to the Director of the Ohio Department of Development within fifteen days after the Agreement is entered into. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development, the Reynoldsburg City School District and the Eastland Joint Vocational School District a status report required under Section 3735.672 of the Ohio Revised Code.

SECTION 4. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 5. Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this ordinance is required to be immediately effective so that the Project may commence immediately to provide for creation of jobs and economic opportunities, which are vitally needed in order to enhance revenues for the City and to improve the economic welfare of the people, therefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement (the "Agreement") is made and entered into on _____, 2022, by and between the City of Reynoldsburg, Ohio ("REYNOLDSBURG"), an Ohio municipal corporation, with offices located at 7232 East Main Street, Reynoldsburg, Ohio 43068 and Reynoldsburg MOB LLC, an Ohio limited liability company ("COMPANY") with its offices located at 1533 Lake Shore Drive, Columbus, Ohio 43204. REYNOLDSBURG and COMPANY are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, REYNOLDSBURG has encouraged the development of real property and the acquisition of personal property located in the area designated as the Reynoldsburg Community Reinvestment Area; and

WHEREAS, COMPANY is desirous of constructing a three-story medical office building, which will consist of approximately 60,000 square feet of space, hereinafter referred to as the "PROJECT", within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the REYNOLDSBURG City Council by Ordinance No.59-2022 designated the Reynoldsburg Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, REYNOLDSBURG, having the appropriate authority for the stated type of project, is desirous of providing COMPANY with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, COMPANY has submitted a proposed agreement application, herein attached as Exhibit A, to REYNOLDSBURG (said application hereinafter referred to as the "Application"); and

WHEREAS, the Director of Development of REYNOLDSBURG has investigated the Application and has recommended the same to the City Council of Reynoldsburg on the basis that COMPANY is qualified by financial responsibility and business experience to create and preserve employment and/or housing opportunities in said Community Reinvestment Area and improve the economic climate of REYNOLDSBURG; and

WHEREAS, all required notices to school districts have been or will be delivered in accordance with 5709.83 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to the foregoing and as follows:

SECTION 1. LOCATION BY COMPANY

1. COMPANY shall construct approximately 60,000 square feet of space on an approximately 5.3-acre site, described more particularly in the attached Exhibit B, which has been split from Parcel #060-003828-00 to form Parcel #060-009613, located on the northside of E. Main Street and the Franklin and Licking County line. The PROJECT will involve a total investment by COMPANY of approximately \$17,000,000 of hard costs as described in the Application.
2. The PROJECT will begin on or before January 1 2023, and all acquisition, construction and installation is expected to be completed by December 31, 2024.

SECTION 2. PROGRAM COMPLIANCE

1. REYNOLDSBURG hereby grants COMPANY a 100% real property tax exemption pursuant to Section 3735.67 of the Ohio Revised Code for a 15 year period for the PROJECT. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after tax year 2025 collection year 2026, nor extend beyond tax year 2039/collection year 2040 (15 year exemption period).
2. COMPANY (or its tenants located within the PROJECT) shall create, retain, and maintain jobs providing for as follows:
 - A. In the first full year of the real property tax exemption, at least \$8,500,000 in annual payroll at the Project, resulting in a minimum of \$212,500.00 in annual income tax withholdings revenues to REYNOLDSBURG.
 - B. In the second full year of the real property tax exemption, at least \$9,500,000 in annual payroll at the Project, resulting in a minimum of \$237,500.00 in annual income tax withholdings revenues to REYNOLDSBURG.
 - C. In the third full year and each year thereafter of the real property tax exemption, at least \$11,000,000 in annual payroll at the Project, resulting in a minimum of \$275,000.00 in annual income tax withholding revenues to REYNOLDSBURG.

The minimum annual income tax withholding holding revenues set forth above shall hereinafter be referred to as the “Revenue Threshold.”

COMPANY will seek to procure all such necessary information from the tenants occupying space in the PROJECT as requested by the Director of Development for REYNOLDSBURG to verify that COMPANY has maintained or is causing to be maintained the Revenue Threshold. COMPANY shall be responsible for providing to REYNOLDSBURG or causing to be provided to REYNOLDSBURG all tenant employee payroll and withholding information necessary to demonstrate achievement of the Revenue Threshold.

If COMPANY fails to maintain or cause to be maintained the Revenue Threshold for the PROJECT, COMPANY shall make a payment in lieu of taxes to REYNOLDSBURG in the amount equal to thirty-five percent (35%) of real property taxes abated pursuant to the real property tax exemption granted by this Agreement. However, the 35% payment in lieu of taxes shall apply only for years where the Revenue Threshold has not been satisfied. For years where the Revenue Threshold has been satisfied no payments in lieu of taxes shall be due. The Revenue Threshold set forth in this Section is established on the assumption that the City income tax rate is two and one half percent (2.5%). If such rate is increased or decreased at any time before or after the commencement of the exemption period, the Revenue Threshold shall be proportionately increased or decreased. Any payments in lieu of taxes shall be due by June 1 of the year following the year in which the Revenue Threshold is not satisfied.

3. COMPANY shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If COMPANY fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
4. COMPANY hereby certifies that at the time this Agreement is executed, COMPANY does not owe any delinquent real or tangible personal property taxes to any taxing authority of the STATE, and does not owe delinquent taxes for which COMPANY is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, COMPANY is currently paying the delinquent taxes pursuant to an undertaking enforceable by the STATE or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against COMPANY. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
5. REYNOLDSBURG shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
6. If for any reason REYNOLDSBURG revokes the designation of the Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless COMPANY materially fails to fulfill its obligations under this Agreement and REYNOLDSBURG terminates or modifies the exemptions from taxation granted under this Agreement.
7. If COMPANY materially fails to fulfill its obligations under this Agreement, or if REYNOLDSBURG determines that the certification as to the delinquent taxes required by Agreement is fraudulent, REYNOLDSBURG may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

8. COMPANY shall provide or shall cause to be provided by its tenants occupying space in the PROJECT to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate COMPANY'S compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. COMPANY shall also provide such information as well as certified payroll and tax withholding information for employees of COMPANY and any tenants located at the PROJECT to the Director of Development of REYNOLDSBURG upon request.
9. This Agreement is not transferable or assignable without the express, written approval of REYNOLDSBURG.
10. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that COMPANY, any successor to that person, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of section 3735.671 or section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
11. COMPANY and REYNOLDSBURG acknowledge that this Agreement must be approved by formal action of the City Council of REYNOLDSBURG as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.
12. COMPANY affirmatively covenants that it has made no false statements to the STATE or REYNOLDSBURG in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of COMPANY has knowingly made a false statement to the STATE or REYNOLDSBURG to obtain Community Reinvestment Area incentives, COMPANY shall be required immediately to return all benefits received under this Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the STATE, any STATE agency or a political subdivision pursuant to ORC Section 9.66 (c)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
13. COMPANY will pay to REYNOLDSBURG an annual fee equal to the greater of one per cent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the taxes exempted exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to REYNOLDSBURG on January 15th year for each Taxable Year of the Incentive Period.
14. This Agreement may be executed in one or more counterparts, each of which constitutes an original agreement and all of which constitute one and the same original agreement. Delivery of an executed counterpart hereof by facsimile or in electronic format shall be effective as manual delivery of such counterpart.

15. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
16. Company shall be considered to have materially failed to fulfill its obligations under this Agreement if Company does not cure a failure to fulfill its obligations within 30 days after receiving written notice from Reynoldsburg of such failure. In addition, exemptions from taxation granted under this Agreement may be rescinded as set forth in Section 2.2 only after (i) with respect to real property taxes, Company fails to cure the failure to pay real property taxes with respect to the Project Site by the time the second delinquent tax list is published pursuant to Ohio Revised Code Section 5721.03, or (ii) with respect to tangible personal property taxes, Company fails to cure the failure to pay tangible personal property taxes with respect to the Project Site by the time the second delinquent personal and classified property tax list is published pursuant to Ohio Revised Code Section 5719.04.
17. In addition to its other obligations hereunder, the Company shall provide the following community benefits:

Company shall maintain membership in the Reynoldsburg Area Chamber of Commerce for each Taxable Year of the Incentive Period, will make a \$3,000 donation to REYNOLDSBURG to be used in administering the Reynoldsburg Tomato Festival for each Taxable Year of the Incentive Period (payable each January 15) and will make a one-time CRA creation fee of \$2,000 upon execution of this Agreement (which fee shall be in addition to the \$750 application fee due to the State of Ohio).

[Signatures on the Next Page.]

IN WITNESS WHEREOF, REYNOLDSBURG, by _____, _____, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 20____, and COMPANY, by its duly authorized signor, has caused this instrument to be executed on this _____ day of _____, 20____.

COMPANY:

REYNOLDSBURG MOB LLC

_____,
an Ohio limited liability company

By: _____
Name:
Title:

REYNOLDSBURG:

CITY OF REYNOLDSBURG

By _____
Mayor

Approved as to form:

City Attorney

EXHIBIT A
CRA APPLICATION

Attachment: Community Reinvestment Area Agreement (CRA Tax Exemption for Reynoldsburg MOB LLC)

CITY OF REYNOLDSBURG

COMMERCIAL PROJECTS

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
City of Reynoldsburg located in the County of Franklin and
Reynoldsburg MOB LLC and its tenant: Central Ohio Primary Care Physicians

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Reynoldsburg LLC MOB
 Enterprise Name

Paul G. Ghidotti
 Contact Person

c/o The Daimler Group, Inc.
1533 Lake Shore Drive, Columbus, Ohio 43204 (614) 488-4424
 Address Telephone Number

- b. Project site:

A portion of Parcel # 060-003828 Paul G. Ghidotti
 Contact Person

(same as above) (same as above)
 Address Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Medical Office Building

- b. List primary 6 digit North American Industry Classification System (NAICS) # 62111

Business may list other relevant SIC
 numbers. _____

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: _____

CITY OF REYNOLDSBURG

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company (LLC)

3. Name of principal owner(s) or officers of the business.

Hidden Lake Investment Group IV LLC & Central Ohio Primary Care Physicians, Inc.

4. a. State the enterprise's current employment level at the proposed project site:

NONE

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes X No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

Medical Practice offices from Central Ohio Primary Care will be moving from the City of Columbus into Reynoldsburg

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

As of 8/1/2022 – Central Ohio Primary Care Physicians has 2,112 Employees. 1,865 are full time permanent. The other 247 are part time or contingent employees.

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

See attached spreadsheet – all employees listed will leave their current location and be relocated to the new facility.

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

A projected total of 147 employees will be relocated from Columbus to the new facility and 21 employees will relocate from another location inside the City of Reynoldsburg to the new facility. Employees consist of physicians, nurse practitioners, physician assistants, physical therapists, radiology technicians, and medical office support staff. See attached spreadsheet for

CITY OF REYNOLDSBURG

greater detail.

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Approximately 61,000 SF 3-Story Medical Facility with Primary Care which includes Family Medicine, Internal Medicine, and Pediatrics. In addition, Imaging, Phlebotomy Services, Physical Therapy, Specialty Care, and Urgent Care will be located in the building to support the Primary Care practices.

7. Project will begin January, 2023 and be completed January, 2025 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

Central Ohio Primary Care (tenant) will bring approx. 173 full time permanent employees to the new building.

b. State the time frame of this projected hiring: 2 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

173 employees is at completion of the building. 3% growth going forward.

9. a. Estimate the amount of annual payroll such new employees will add \$ 11,035,000
 _____ (new annual payroll must be itemized by full and part-time and permanent and

CITY OF REYNOLDSBURG

temporary new employees).

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ None

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Land/Buildings:	\$ <u>1,000,000</u>
B.	Additions/New Construction:	\$ <u>16,000,000</u>
C.	Improvements to existing buildings:	\$ <u>0</u>
D.	Machinery & Equipment:	\$ <u>TBD</u>
E.	Furniture & Fixtures:	\$ <u>TBD</u>
F.	Inventory:	\$ <u>TBD</u>

Total New Project Investment: \$+/- \$20,000,000

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property and building as described above. Be specific as to the rate, and term.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

This project contemplates the relocation and assimilation of many different COPC medical practices into a single consolidated Class A Medical Office Building which will allow for these physicians to perform their trade in a much more efficient manner and to have the benefit of ancillary services under one roof (i.e. at one location) to make the delivery of medical care by these physicians much more patient centric and efficient. However, this efficiency comes at a heighten cost whereby having some savings from operating the facility will help offset the much higher base rental costs that all of these physicians are currently paying in their current locations.

Submission of this application expressly authorizes the City of Reynoldsburg to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

CITY OF REYNOLDSBURG

REYNOLDSBURG MOB LLC

By Paul Shidoti
 Its Authorized Representative

9/20/22
 Date

 Signature

PAUL SHIDOTI
 Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

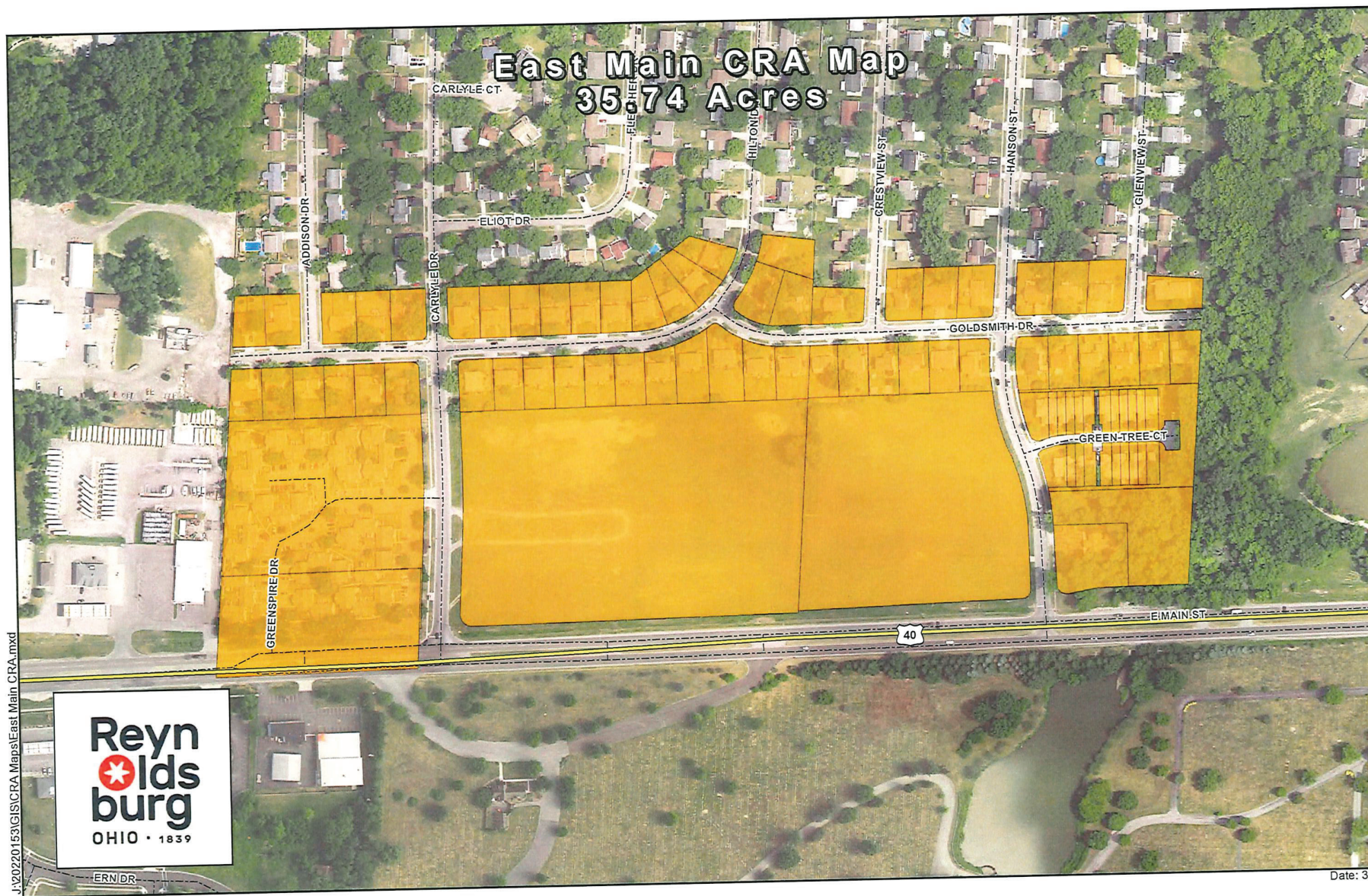
Attachment: Community Reinvestment Area Agreement (CRA Tax Exemption for Reynoldsburg MOB LLC)

Central Ohio Primary Care Phys Inc.
 Reynoldsburg- Medical Building
 All employees are permanent & full time.

Sites	Current Address	Current City	PROJECTION FOR 2022	EE's for 2022
Canyon Medical Center	5969 E. Broad Street, Suite 200, Columbus, OH 43213	Columbus	2,282,209.60	42.4
Suburban Internal Medicine	6465 E. Broad Street, Suite D, Columbus, OH 43213	Columbus	1,287,973.00	15
Feldman Family	6100 E. Main Street, Suite 105, Columbus, OH 43213	Columbus	299,489.50	0
Eastglen Pediatrics	6495 E. Broad Street, Suite A, Columbus, OH 43213	Columbus	1,018,756.00	21
Building Blocks Pediatrics	6503 E. Broad Street, Suite 100, Columbus, OH 43213	Columbus	1,252,386.00	24
Primary Care Phys East	6096 East Main Street, Suite 112 , Columbus, OH 43213	Columbus	403,377.00	16
Radiology - East	6096 E. Main Street, Suite 109, Columbus, OH 43213	Columbus	411,208.00	12
Physical Therapy East	6096 E. Main Street, Suite 109, Columbus, OH 43213	Columbus	335,844.00	6
Same Day Center East	6096 E. Main Street, Suite 105, Columbus, OH 43213	Columbus	365,638.00	8
Eastside Draw Station	6096 E. Main Street, Suite 105, Columbus, OH 43213	Columbus	64,165.00	2
John Paes - Eastside	6096 E. Main Street, Suite 112, Columbus, OH 43213	Columbus	13,666.00	1
Stonegate Family Health	6488 E. Main Street, Suite C, Reynoldsburg, OH 43068	Reyns	1,919,971.67	13
Stonegate Medical Assoc	6488 E. Main Street, Suite 110, Reynoldsburg, OH 43068	Reyns	1,058,636.70	8
			<u>10,713,320.47</u>	<u>168</u>
			TOTAL 2022	

EXHIBIT B
DEPICTION OF PROJECT SITE

Attachment: Community Reinvestment Area Agreement (CRA Tax Exemption for Reynoldsburg MOB LLC)



J:\2020\153\GIS\CRA Maps\East Main CRA.mxd

Attachment: Community Reinvestment Area Agreement (CRA Tax Exemption for Reynoldsburg MOB LLC)

ALTA/NSPS LAND TITLE SURVEY

HALF SECTION 9, SECTION 8, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

PROPOSED NEW LEGAL DESCRIPTION

5.257 ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, located in Half Section 9, Section 8, Township 16, Range 20, Refugee Lands and being out of Reserve "D" of that subdivision entitled Ludlow by record in Plat Book 33, Page 72 as conveyed to City of Reynoldsburg by deed of record in Instrument Number 202110180189078 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pin found capped "Geographics" at the northwesterly corner of said Reserve "D", the southwesterly corner of Lot 7 of said Ludlow and in the easterly right-of-way line of Carlyle Drive (90') of record in Plat Book 33, Page 72;

Thence North 88° 54' 14" East, with the northerly line of said Reserve "D" and with the southerly line of Lots 7-13 of said Ludlow, (passing a 1 1/2 inch iron pin found at 290.00 feet) a total distance of 454.95 feet to an iron pin set in the southerly line of said Lot 13;

Thence South 01° 06' 06" East, across said Reserve "D", a distance of 498.28 feet to an iron pin set in the northerly right-of-way line of East Main Street (right of way varies) of record in Plat Book 33, Page 72;

Thence South 88° 54' 14" West, with the southerly line of said Reserve "D" and with the northerly right-of-way line of said East Main Street, a distance of 441.85 feet to a 3/4 inch iron pin found capped "Geographics" at a point of curvature;

Thence continuing with the southerly line of said Reserve "D" and with the northerly right of way line of said East Main Street, with the arc of a curve to the right, having a central angle of 94° 29' 05", a radius of 30.00 feet, an arc length of 49.47 feet, a chord bearing of North 43° 51' 14" West and chord distance of 44.05 feet to a 3/4 inch iron pin found capped "Geographics" in the easterly right-of-way line of said Carlyle Drive;

Thence North 03° 23' 19" East, with the westerly line of said Reserve "D" and with the easterly right-of-way line of said Carlyle Drive, a distance of 101.55 feet to an iron pin set at a point of curvature;

Thence continuing with the westerly line of said Reserve "D" and with said easterly right-of-way line, with the arc of a curve to the left, having a central angle of 04° 29' 05", a radius of 2882.32 feet, an arc length of 225.61 feet, a chord bearing of North 01° 08' 46" East and chord distance of 225.55 feet to a 3/4 inch iron pin found;

Thence North 01° 05' 46" West, with said westerly line and with said easterly right-of-way line, a distance of 139.31 feet to the POINT OF BEGINNING, containing 5.257 acres, more or less.

TABLE A OPTIONAL ITEM NOTES:

- 6(a). Zoning information was not made available to the undersigned as of the date of this survey.
7. No buildings were observed on the subject tract at the time the fieldwork was conducted.
9. No parking striping was observed on the subject tract at the time the fieldwork was conducted.
16. There was no evidence of recent earth moving, building construction, or building additions observed on the subject tract at the time the fieldwork was conducted.
17. There was no evidence of street right-of-way changes, recent street or sidewalk construction, or repairs observed on the subject tract at the time the fieldwork was conducted.
18. There are no off-site insured easements referenced in Title Commitment No. 22-16484 issued by First American Title Company with an effective date of April 1, 2022.

- Iron Pin Set
 - Iron Pin Found
 - Stone Found
 - P.K. Nail Found
 - Monument Found
 - Magnetic Nail Set
 - Magnetic Nail Found
 - Railroad Spike Found
- LP. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

GRAPHIC SCALE (in feet)

0 50 100

SYMBOL LEGEND

- Sign
- Guy Wire & Anchor
- Utility Pole
- Telephone Manhole
- Telephone Pedestal Box
- Fiber Optic Pull Box
- Sanitary Sewer Manhole
- Curb & Gutter Inlet
- Fire Hydrant
- Water Valve
- Light Pole
- Fiber Optic Marker Post
- Electric Pole

LINE LEGEND

- X—X— Fence Line
- GW — Gas Line
- STM — Storm Line
- SAN — Sanitary Line
- OHW — Overhead Wires

5.257 AC.

CITY OF REYNOLDSBURG
I.N. 202110180189078
P.N. 060-003828

ADDRESS: EAST MAIN
STREET REYNOLDSBURG

LUDLOW
P.B. 33, P. 72
RESERVE "D"



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

BASIS OF BEARINGS:

The coordinates shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Said coordinates are based upon positional solutions derived from RTK GNSS observations using the Ohio Department of Transportation's Ohio Real Time Network equipment and software. A bearing of North 88° 54' 14" West was held for a portion of the centerline of East Main Street.

FEMA NOTE:

According to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 39049C0358K (dated June 17, 2008), the subject tract shown hereon lies within Zone X (areas determined to be outside of the 0.2% annual chance floodplain).

UTILITY STATEMENT:

A Utility Marking and Plans request was submitted to OHIO811 on July 5, 2022. The utilities shown hereon have been located from field survey information and review of plans and/or reports provided by the client and referenced hereon. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated, although s/he does certify that they are located as accurately as possible.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

CERTIFICATION: Commitment No. 22-16484

To: The Daimler Group, Inc., City of Reynoldsburg, Reynoldsburg MOB LLC, First American Title Insurance Company and Esquire Title Services, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 "Minimum Standard Detail" Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 11, 13, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on July 18, 2022.

By *Joshua M. Kleemeyer* 8/19/22 Date
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com



EMHT		Date: August 10, 2022
Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5000 New Albany Road, Columbus, OH 43254 Phone: 614.775.4500 Toll Free: 888.775.3448 emht.com		Scale: 1" = 50'
		Job No: 2022-0560
		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

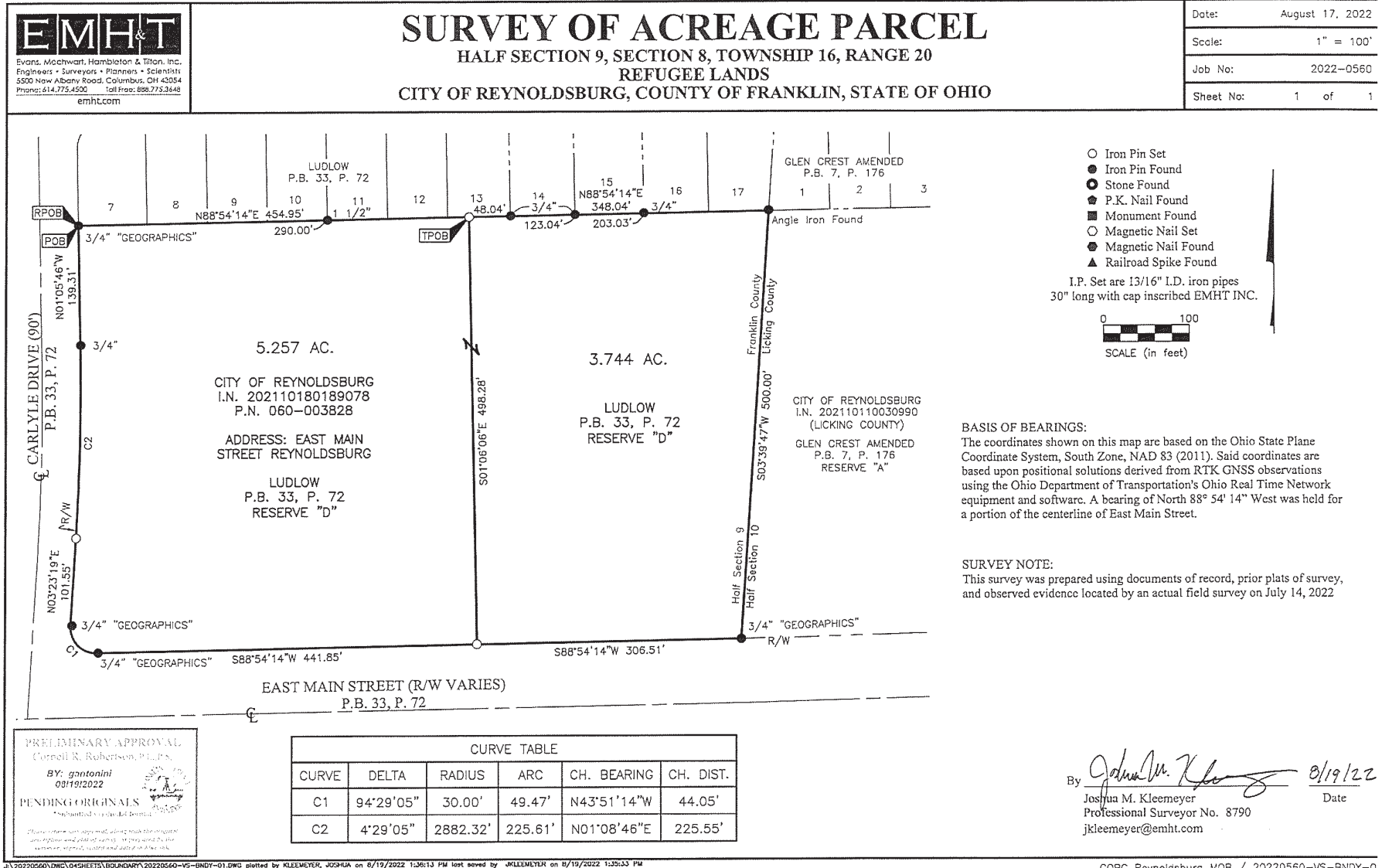
Schedule B Items from Title Commitment No. 22-16484 issued by First American Title Insurance Company with an effective date of April 1, 2022 at 7:00 A.M.

Items 1-9 NOT SURVEY RELATED ITEMS.

Item 10 Building setback lines and utility easement as shown on the recorded plat of subdivision, appearing of record in Plat Book 33, pages 72 & 73, Recorder's Office, Franklin County, Ohio. 5 FOOT EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN.

Items 11-12 NOT SURVEY RELATED ITEMS.

COPC Reynoldsburg MOB/ 20220560-VS-ALTA-01



J:\20220560\DWG\04SHEETS\BOUNDARY\20220560-VS-BNDT-01.DWG plotted by KLEEMETER, JOSHUA on 8/19/2022 1:36:13 PM last saved by KLEEMETER on 8/19/2022 1:35:53 PM

COPC Reynoldsburg MOB / 20220560-VS-BNDY-0

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: **November 28, 2022**

TO: **Development, Parks and Recreation Committee**

RE: **Amend Chapter 101, Section 101.02 General Definitions**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

AN ORDINANCE TO AMEND CHAPTER 101 CODIFIED ORDINANCES, SECTION 101.02 GENERAL DEFINITIONS - ADMINISTRATIVE CODE FOR THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, during the recent 2022 General Election, the voters of the City of Reynoldsburg approved a Charter amendment to combine the Planning Commission and the Board of Zoning and Building Appeals into one board to be called the Planning and Zoning Board; and

WHEREAS, the Codified Ordinances of the City of Reynoldsburg (the "Code") must be amended to incorporate the appropriate changes as approved by the voters; and

WHEREAS, in order to most efficiently update the Code to reflect the will of the voters, Section 101.02 shall be amended to clearly state that any and all references to the Planning Commission and/or Board of Building and Zoning Appeals in the Code are interpreted to mean the "Planning and Zoning Board."

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, further changes to the Code necessitated by the will of the voters with their Charter amendment approvals shall be reviewed by City staff and submitted to Council in a timely manner.

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

SECTION 1. That Chapter 101 Codified Ordinances, Section 101.02 General Definitions - Administrative Code shall be amended as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the City; wherefore upon adoption by the Council, this Ordinance shall be in effect upon the signature of the Mayor.

EXHIBIT A

101.02 GENERAL DEFINITIONS.

As used in the Codified Ordinances, unless another definition is provided or the context otherwise requires:

- (a) "And" may be read "or", and "or" may be read "and", if the sense requires it.
- (b) "Another," when used to designate the owner of property which is the subject of an offense, includes not only natural persons but also every other owner of property.
- (c) "Bond" includes an undertaking.
- (d) "Child" includes child by adoption.
- (e) "Council" means the legislative authority of the Municipality.
- (f) "County" means Franklin or Licking or Fairfield as applicable to that portion of the City located therein.
- (g) "Fire Chief" shall include the Chief of the Fire Department if such Fire Department has been established in the Municipality, and shall include the Fire Prevention Officer if no Fire Department has been established in the Municipality.
- (h) "Imprisoned" shall have the same meaning as in Ohio R.C. 1.05.
- (i) "Internet" means the international computer network of both federal and non-federal interoperable packet switched data networks, including the graphical subnetwork known as the world wide web.
- (j) "Keeper" or "proprietor" includes all persons, whether acting by themselves or as a servant, agent, or employee.
- (k) "Land" or "real estate" includes rights and easements of incorporeal nature.
- (l) "Legislative authority" means the legislative authority of the Municipality.
- (m) "May" is permissive.
- (n) "Municipality" or "City," means the City of Reynoldsburg, Ohio.
- (o) "OAC" refers to the Ohio Administrative Code.
- (p) "Oath" includes affirmation; and "swear" includes affirm.
- (q) "Ohio R.C.," "ORC" or "Revised Code" refers to the Ohio Revised Code.
- (r) "Owner," when applied to property, includes any part owner, joint owner, or tenant in common of the whole or part of such property.

- (s) "Person" includes an individual, corporation, business trust, estate, trust, partnership, and association.
- (t) "Personal property" includes all property except real property.
- (u) "Plan of sewerage," "system of sewerage," "sewer," and "sewers" includes sewers, sewage disposal works and treatment plants, and sewage pumping stations, together with facilities and appurtenances necessary and proper therefor.
- (v) "Premises," as applied to property, includes land and buildings.
- (w) "Property" includes real, personal, mixed estates, and interests.
- (x) "Public authority" includes boards of education; the Municipal, County, State, or Federal government, its officers, or an agency thereof; or any duly authorized public official.
- (y) "Public place" includes any street, sidewalk, park, cemetery, school yard, body of water or watercourse, public conveyance, or any other place for the sale of merchandise, public accommodation, or amusement.
- (z) "Real property" includes lands, tenements, and hereditaments.
- (aa) "Registered mail" includes certified mail; and "certified mail" includes registered mail.
- (bb) "Shall" is mandatory.
- (cc) "Sidewalk" means that portion of the street between the curb line and the adjacent property line intended for the use of pedestrians.
- (dd) "State" means the State of Ohio.
- (ee) "Street" includes alleys, avenues, boulevards, lanes, roads, highways, viaducts, and all other public thoroughfares within the Municipality.
- (ff) "Tenant" or "occupant," as applied to premises, includes any person holding a written or oral lease, or who actually occupies the whole or any part of such premises, alone or with others.
- (gg) "Undertaking" includes a bond.
- (hh) "Week" means seven consecutive days.
- (ii) "Whoever" includes all persons, natural and artificial; partners; principals, agents, and employees; and all officials, public or private.
- (jj) "Writing" includes printing.
- (kk) "Written" or "in writing" include any representation of words, letters, symbols, or figures; this provision does not affect any law relating to signatures.
- (ll) "Year" means twelve consecutive months.

~~(H)~~(mm) Any and all references in these Codified Ordinances to either the “Planning Commission,” “Board of Building and Zoning Appeals”, and/or “BZBA” shall be interpreted to refer to the “Planning and Zoning Board” as established by Section 7.01 of the Charter of the City of Reynoldsburg, and all adjudicative and appellate powers and responsibilities of the “Planning Commission,” “Board of Building and Zoning Appeals,” and/or “BZBA” shall hereinafter be exercised by the Planning and Zoning Board. Any and all appeals from any decision of the Planning and Zoning Board shall be filed in an appropriate court of jurisdiction as allowed by Ohio R.C. Chapter 2506.

(ORC 1.02, 1.05, 1.44, 1.59, 701.01

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Public Service and Transportation Committee

RE: Agreement with Franklin Soil & Water for 2023. Funding will be from the 2023 Storm Water budget.

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2023.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2023 and expires on December 31, 2023. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

1) Staff will provide watershed coordination assistance including:

- o In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed on the City of Reynoldsburg and enhance their positive contributions.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- o Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- o Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- o Provide assistance to residents as requested and appropriate.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND
WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT
WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL
AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND
SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH
ODNR AND OHIO EPA**

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of \$26,400.00.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

This working agreement covers a reporting period starting January 1, 2023 and expires on December 31, 2023. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

Franklin Soil & Water will provide the following services for the City:

Watershed Coordination for Big Walnut Watershed

These items benefit the City's stormwater management permit compliance with public education and outreach, post construction and overall stormwater management program management.

Staff will provide watershed coordination assistance which may include:

- 1) In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City to help reduce the negative impacts of the streams in this watershed in the City and enhance their positive contributions.
- 2) Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- 3) Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- 4) Assist with promoting Community Backyards and Rain Garden Cost Share including possibly a display at the Tomato Festival.
- 5) Highlight as appropriate stormwater mitigation and stream restoration projects in the City through written materials, presentations and tours.
- 6) Provide assistance to residents as requested and appropriate.



- 7) Assist with compiling the Annual Report to Ohio EPA for 2022. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.
- 8) Provide an overview of permit requirements and guidance with updating stormwater management plan as needed.
- 9) As resources allow, review stormwater utility for opportunities and develop stormwater messaging for storm drains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:

Public Education and Outreach; Public Participation and Involvement

- 1) Provide stormwater and natural resource education updates to interested residents through newsletters, factsheets and website. Provide community PR staff, including Keith Kundtz and William Dorman, text, graphics and videos that can be used for newsletter articles, brochures, website and social media.
- 2) Contact 713 (7130/2/5) students K-12 through educational programs and materials. Education programs are targeted to stormwater and water quality. Work with City staff to increase contacts and programming within Reynoldsburg Schools.
- 3) Provide the City with Water Quality Partnership materials to reach out to City businesses. Target businesses with information on the community's stormwater program as well as actions they can take to improve water quality runoff. Businesses can sign a pledge for and commit to actions that will support the City's stormwater program goals. Participating businesses will receive a water quality partner window cling, periodic educational information and recognition on Franklin Soil and Water Conservation District's website. Staff will also continue outreach to remaining businesses who have signed up as community water quality partners.
- 4) Support developer outreach through Franklin Soil and Water Conservation District. The City will receive recognition in our Urban Review Newsletter that goes out about three times a year, in advertising for webinars and stormwater roundtables about 5 times a year. We will be sure to provide the MS4 community with a progress report for their Annual Report.
- 5) Staff will implement community backyard conservation incentive program. Participating residents will attend a storm water education workshop or participate in an online presentation. For their participation they will be eligible to receive up to a \$50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to \$1,000.00 in reimbursements will be available to residents. This program will be promoted at one community workshop.
- 6) Staff will implement the Pick Up Poop program (PUP). Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging developed by Northeast Ohio Sewer District and the City of Columbus. The



program will involve hot cards to explain the program, program display signs, a program webpage on Franklin Soil and Water's website, online and paper pledge forms for residents, and pet waste disposal bags with dispenser for program promotion and as an incentive for completing the pledge.

- 7) Promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses. This may include advertising, tours or public rain garden maintenance as well as \$500 in rebates provided in 2019 for rain garden cost share.

Minimum Control Measure No. 5: Post Construction

1) Work with the City to prioritize approximately 6 basins for a more in-depth study. Staff will conduct field inspections to determine physical conditions of ponds and structures. Staff will visually inspect and document structures, vegetation, and other indicators of basin functionality. In addition, staff will collaborate with Fairfield Soil and Water Conservation District to determine basin depths with the use of a Hydrone. This will allow for an accurate representation of the three-dimensional geometry of the basins.

In addition to documenting the physical conditions of the basins, Franklin Soil and Water will provide the City with the data collected and mapped, analysis of the data, and recommendations for maintenance prioritization of the basins.

Minimum Control Measure No. 6: Good Housekeeping

- 1) Provide a Good Housekeeping Workshop to City staff.

Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$26,400. Funds will be expended as needed to meet the grant agreement and support Soil and Water's current mission and goals.

A list of services provided will be maintained by Franklin Soil and Water. A biannual report shall be provided to the City that will include: Activities completed in that 6-month period; and comparison of services provided and services anticipated.

In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next year's grant will be adjusted accordingly to compensate for the previous year's numbers. Franklin Soil and Water reserves the right to request additional support for the current year if a request from the City is outside of this grant agreement and cannot be met with existing resources. If both parties agree that the amount of assistance provided is on target or close to target, the next year's grant will be calculated solely on anticipated assistance needed.

It is Mutually Agreed:



That Franklin Soil and Water is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

That the City and Franklin Soil and Water will meet when necessary to review and coordinate activities and programs related to working agreement.

That credit will be given jointly to Franklin Soil and Water and the City on products developed as part of this working agreement.

That this working agreement may be amended or terminated at any time by mutual consent of both parties, and that the agreement may be terminated by either party giving sixty (60) days notice in writing to the other.

SIGNATURES

The signatures below certify consent on the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Signature	Title	Date
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CITY OF REYNOLDSBURG

Signature	Title	Date
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ESTIMATED COSTS FOR REYNOLDSBURG GRANT

ACTIVITY		Cost Estimate
Watershed Coordination		
Watershed Coordination Support	Provide support for watershed projects to benefit water quality, stream function and stormwater management, as well as provide assistance in complying with Ohio EPA permit and Annual Report.	\$10,200
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	\$850
Student Programming Contacts	Stormwater education programming provided to 713 students.	\$3,300
Water Quality Partnership	Provide program materials for City businesses and support to business completing pledges.	\$1,150
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	\$1,500
Community Backyards	Promote community backyards program within the City, through website, press release, and social media. One workshop will also be organized and advertised in partnership with the City. (\$1000 for rebates \$600 for workshop and \$1200 for program administration)	\$2,800
PUP Program	Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging (\$1,000 from 2022 will rollover to 2023.)	\$0
Rain Garden Support	Support for rain garden promotion and maintenance. \$500 for rain garden cost share included from 2019.	\$500
MCM 5		
Basin Assessment	6 basin assessments to determine basin depths and report findings	\$5,500
MCM 6		
Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City staff.	\$600
TOTAL		\$26,400

Attachment: Reynoldsburg Working Agreement 2023_Final (003) (Agreement with Franklin Soil & Water for 2023)



City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: Accept and Appropriate American Legion Reynoldsburg Post 798
Monument Donation for Memorial Plaza

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Accept \$6,500 from the American Legion, Reynoldsburg Post 798 and Appropriate it to Account 110.595.5399 Memorial Plaza for purchasing a Military Commemoration Monument.

Reynoldsburg Post 798 of the American Legion donated \$4000.00 on 11NOV 2022 for the purpose of purchasing a commemorative monument in Memorial Plaza, City of Reynoldsburg.

Mayor Begeny accepted this gift from Post Commander George Mussi during the Veterans Day Ceremony. \$2500.00 Was previously donated to at the Memorial Day 2022 ceremony

This legislation accepts and appropriates these funds.

Accept \$6,500.00 from the American Legion Post 798 and Appropriate it to Account 110.595.5399

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CIP
FUND TO THE CIP MEMORIAL PLAZA ACCOUNT FOR DONATED MONIES**

WHEREAS, THE CITY OF REYNOLDSBURG HAS RECEIVED A DONATIONS IN THE

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

AMOUNT OF \$6,500.00 FROM THE AMERICAN LEGION REYNOLDSBURG POST 798
FOR A MONUMENT IN MEMORIAL PLAZA; AND

WHEREAS, THOSE MONIES NEED TO BE APPROPRIATED FROM THE
UNAPPROPRIATED CIP FUND (410) AND INTO THE CIP FUND ACCOUNT
410.000.0162.5602 LANCASTER AVENUE/MAIN STREET PARKING LOT

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

SECTION 1. THAT AN AMOUNT OF \$6,500.00 IN THE UNAPPROPRIATED CIP FUND
(410) BE AND IS HEREBY APPROPRIATED AS FOLLOWS:

\$6,500 410.000.0162.5602 LANCASTER AVENUE/MAIN STREET PARKING LOT

SECTION 2. THAT UPON ADOPTION BY COUNCIL, THIS ORDINANCE SHALL BE IN
EFFECT THIRTY DAYS FOLLOWING SIGNATURE BY THE MAYOR.

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **November 28, 2022**

TO: **Finance and Administration Committee**

RE: **Transfer of Funds from the Community Events Budget to the Service Department Budget**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Explanation of legislation and need:

Unappropriate \$18,635 from 110.344.5339 and appropriate into 110.595.5339 for improvements to city hall.

Requesting passage as an emergency at the second (2nd) reading.

Statement of necessity for Emergency passage: That this is deemed to be an emergency measure necessary for the financial needs of the City's Government.

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, it has been determined that the walls in the Administration Building should be a reflection of the history, culture, and heritage of the City of Reynoldsburg; and

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

WHEREAS, funds, in the amount of \$18,635.00, to sponsor that project will need to be transferred from the Community Events Department to the Service Department to complete the project.

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

SECTION 1. That an amount of \$18,635.00 be unappropriated from Community Events Department account 110.344.5339 Miscellaneous Contract Services and appropriated to Service Department account 110.595.5339 Miscellaneous Contract Services.

SECTION 2. That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the City to utilize these funds and complete the project prior to the end of 2022; wherefore upon adoption by the Council, this Ordinance shall be in effect upon the signature of the Mayor.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: 2022 Budget Appropriation

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

**AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO,
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN
EMERGENCY**

WHEREAS, appropriations are required effective January 1, 2023 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2023.

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

SECTION 1. That appropriations are hereby made in the General Fund (110):

SECTION 2. That the appropriations are hereby made in the following funds:

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 3. That the income tax revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2022 shall be and are hereby appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and revenues credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2022 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for the prior year shall be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$567,005/ shall be and is hereby appropriated in Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$/1,042,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIEF agreement.

SECTION 8. That the amount of \$125,350 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 10. That the effective date of the appropriations in this Ordinance shall be January 1, 2023.

SECTION 11. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the budget in place on January 1, 2023; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

City of Reynoldsburg

2023 Budget

Submitted by Joseph Begeny

**City of Reynoldsburg
2023 Budget Request**

11.11.a

BUDGET	DEPARTMENT	Personal	Supplies	Services	Debt	Other	Capital	2023	2023	2022	2021	2020	2019	2018	2017
		Services					Purchases	Budget	Estimated	Final	Actual	Actual	Actual	Actual	Actual
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request	Revenue	Budget	Expense	Expense	Expense	Expense	Expense
110-111-0000	POLICE	13,245,138	497,750	863,300	0	0	573,000	15,179,188		14,170,505	12,214,551	9,291,754	11,318,958	10,382,119	9,31
110-290-0000	MECHANIC	168,318	143,200	52,300	0	0	0	363,818		348,520	240,443	224,430	303,176	318,572	24
110-340-0000	PARKS & RECR.	1,430,994	297,091	493,243	0	0	125,000	2,346,328		2,338,942	1,672,123	1,335,150	1,634,408	1,531,635	1,20
110-343-0000	SENIOR CENTER	186,068	12,945	26,160	0	0	0	225,173		217,821	163,851	164,163	235,035	267,565	18
110-344-0000	COMMUNITY EVENTS	216,349	41,300	423,500	0	0	1,000	682,149		531,013	358,463	133,087	257,693		
110-448-0000	SERVICE	804,333	31,550	885,600	0	0	3,000	1,724,483		1,534,237	1,255,024	1,111,714	1,028,522	1,003,621	1,03
110-479-0000	BUILDING	938,272	18,000	131,500	0	0	80,000	1,167,772		943,308	585,533	525,957	482,464	432,502	43
110-522-0000	MAYOR	357,743	1,450	47,200	0	0	5,000	411,393		397,969	239,971	211,945	172,935	227,866	15
110-534-0000	CIVIL SERVICE	76,315	3,500	38,800	0	0	0	118,615		108,730	82,400	82,398	97,007	108,162	7
110-545-0000	CITY AUDITOR	530,693	4,500	127,520	0	0	0	662,713		491,283	449,050	456,964	421,097	395,019	43
110-554-0000	CITY ATTORNEY	653,226	7,400	129,750	0	0	6,500	796,876		737,721	663,151	662,205	618,275	558,364	56
110-571-0000	CITY COUNCIL	207,645	2,600	44,900	0	0	2,500	257,645		241,773	215,642	210,592	216,907	226,094	21
110-580-0000	DEVELOPMENT	352,508	3,750	361,700	0	0	5,000	722,958		564,955	437,990	449,623	489,815	436,995	24
110-582-0000	HUMAN RESOURCES	233,127	20,000	46,250	0	0	3,000	302,377		192,839	159,767	160,024	151,446	146,825	13
110-584-0000	COMPUTER	0	13,000	980,388	0	0	404,706	1,398,094		830,354	498,730	489,865	609,667	430,340	43
110-593-0000	CLERK OF COURTS	322,270	4,600	89,900	0	0	2,000	418,770		426,747	358,615	372,852	340,109	305,820	30
110-595-0000	GENERAL ADMIN.	261,002	7,000	919,750	0	0	60,000	1,247,752		1,152,990	580,705	926,927	850,164	816,018	63
110-810-0000	PUBLIC HEALTH	0	0	375,000	0	0	0	375,000		350,898	343,974	333,255	319,732	302,551	28
TOTAL	GENERAL FUND	19,984,001	1,109,636	6,036,761	0	0	1,270,706	28,401,104	25,524,864	25,580,605	20,519,983	17,142,905	19,547,410	17,890,068	12,64
220-564-0000	INCOME TAX	139,172	2,000	90,525		910,000		1,141,697	1,043,749	2,632,949	748,094	348,645	490,078	571,412	46
260-268-0000	STREET	795,479	357,200	215,460			414,223	1,782,362	2,017,000	1,334,370	1,191,097	1,699,634	1,104,328	1,398,697	81
270-268-0000	STATE HIGHWAY		70,000	37,000				107,000	166,000	104,000	96,371	68,840	91,171	92,322	4
710-735-0000	WATER	526,612	253,500	6,427,450	256,750		548,500	8,012,812	8,000,000	7,513,726	6,618,427	7,044,172	6,457,825	5,873,740	5,54
720-736-0000	WASTEWATER	555,801	130,500	6,475,250	0		488,500	7,650,051	7,100,000	7,196,322	6,398,400	6,471,285	5,523,076	5,427,075	5,29
740-737-0000	STORM WATER	334,102	65,600	1,140,540	125,650		0	1,665,892	2,050,000	1,743,789	1,637,859	1,808,481	1,958,571	1,346,055	1,24
750-738-0000	REFUSE COLL.	0	2,000	2,624,000	0		0	2,626,000	2,350,000	2,626,000	2,403,719	2,269,685	2,091,276	1,927,174	1,66
230-000-0000	PERMISSIVE LIC.							0	285,000		1,550,000				
240-000-0000	POLICE PENSION	300,000				4,000		304,000	267,354	154,000	153,158	152,949	202,836	162,822	19
250-000-0000	SEWER CAPACITY			250	0			250	202,300	250	33,615	62,776	64,382	64,603	6
	TOTALS	2,651,166	880,800	17,010,475	382,400	914,000	1,451,223	23,290,064	23,481,403	23,305,406	20,830,740	19,926,467	17,983,543	16,863,900	15,32
211-000-0000	COURT COMPUTER	0	15,000	51,500			0	66,500	15,000	105,500	22,637	18,989	15,474	11,824	2
282-111-0000	COPS IN SCHOOL							0							
290-111-0000	LAW ENFORCEMENT							0					62,216	47,225	
291-111-0000	DRUG ENFORCEMENT							0					0		
292-111-0000	SAFETY BELT PROG							0					0		
293-111-0000	DUI/EDUCATION							0					881		
294-111-0000	FEDERAL FORFEITURE							0					0		
295-111-0000	LAW ENFORC/ASST							0					0		
297-111-0000	EDWARD BYRNE							0							
310-000-0000	GENERAL DEBT				2,644,910			2,644,910	3,751,244	2,981,740	3,014,313	3,055,518	3,123,629	2,570,508	1,57
320-000-0000	S. A. DEBT							0							
330-000-0000	TAYLOR SQ. DEBT				567,005			567,005	567,005	573,905	570,473	571,828	567,861	568,675	57
690-000-0000	EMPLOYEE FUND							0							
941-000-0000	JEDD1					500,000		500,000	500,000	110,000	111,281	59,397			
942-000-0000	JEDD 2					75,000		75,000	75,000	85,000	87,932	35,129	1		
943-000-0000	JEDD 3			400,000				400,000	500,000	165,000	164,661	180,302	212		
944-000-0000	JEDD4			50,000				50,000	20,000	10,000	6,800	526			
947-000-0000	JEDD 7					250,000		250,000	450,000	0	112				
970-000-0000	Taylor Sq Tif			30,000				30,000	1,700,000	30,000	19,305	1,749,595	23,300	20,615	2
971-000-0000	BRICE-MAIN DEBT			4,000	76,275			80,275	175,000	106,975	81,502	133,494	85,129	95,732	8
972-000-0000	KROGER TIF DEBT							0		0	0	55,813			
973-000-0000	SUMMIT RD TIF #1			1,500				1,500	50,000	1,500	553	410	378	1,183	
974-000-0000	TAYLOR RD TIF #1			600				600	40,000	500	256	271	269	200	
975-000-0000	TAYLOR RD TIF #2			100				100	2,000	100	23	16	16	16	
	TOTAL MISC FUNDS	0	15,000	87,700	3,288,190	1,275,000	0	4,665,890	7,845,249	4,170,220	4,079,848	5,861,288	3,879,366	3,315,978	2,28
	GRAND TOTALS	22,635,167	2,005,436	23,134,936	3,670,590	2,189,000	2,721,929	56,357,058	56,851,516	53,056,231	45,430,571	42,930,660	41,410,319	38,069,946	30,26

Attachment: Budget 1 (2023 Budget Appropriations)

ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

WHEREAS, various appropriations are required effective January 1, 2023, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2023.

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

SECTION 1. That the following appropriations are hereby made in the General Fund (110):

Department	#	Personal	Supplies	Services	Debt	Other	Capital	2023
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	13,245,138	497,750	863,300			573,000	15,179,188
MECHANIC	290	168,318	143,200	52,300				363,818
PARKS & RECR.	340	1,430,994	297,091	493,243			125,000	2,346,328
SENIOR CENTER	343	186,068	12,945	26,160			0	225,173
COMMUNITY EVENTS	344	216,349	41,300	423,500			1,000	682,149
SERVICE	448	804,333	31,550	885,600			3,000	1,724,483
BUILDING	479	938,272	18,000	131,500			80,000	1,167,772
MAYOR	522	357,743	1,450	47,200			5,000	411,393
CIVIL SERVICE	534	76,315	3,500	38,800				118,615
CITY AUDITOR	545	530,693	4,500	127,520				662,713
CITY ATTORNEY	554	653,226	7,400	129,750			6,500	796,876
CITY COUNCIL	571	207,645	2,600	44,900			2,500	257,645
DEVELOPMENT	580	352,508	3,750	361,700			5,000	722,958
HUMAN RE.	582	233,127	20,000	46,250			3,000	302,377
COMPUTER	584		13,000	980,388			404,706	1,398,094
CLERK OF COURTS	593	322,270	4,600	89,900			2,000	418,770
GENERAL ADMIN.	595	261,002	7,000	919,750			60,000	1,247,752
PUBLIC HEALTH	810			375,000				375,000
GENERAL FUND		19,984,001	1,109,636	6,036,761	0	0	1,270,706	28,401,104

SECTION 2. That the following appropriations are hereby made in the following funds:

Fund	#	Personal	Supplies	Services	Debt	Other	Capital	2023
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
INCOME TAX	220	139,172	2,000	90,525		910,000		1,141,697
COURT COMPUTER	211		15,000	51,500			0	66,500
STREET	260	795,479	357,200	215,460			414,223	1,782,362
STATE HIGHWAY	270		70,000	37,000				107,000
COPS IN SCHOOL	282							0
LAW ENFORCEMENT	290							0
DRUG ENFORCEMENT	291							0
SAFETY BELT PROG	292							0
DUI/EDUCATION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	526,612	253,500	6,427,450	256,750		548,500	8,012,812
WASTEWATER	720	555,801	130,500	6,475,250	0		488,500	7,650,051
STORM WATER	740	334,102	65,600	1,140,540	125,650		0	1,665,892
REFUSE COLL.	750		2,000	2,624,000				2,626,000
PERMISSIVE LIC.	230							0
POLICE PENSION	240	300,000				4,000		304,000
SEWER CAPACITY	250			250				250
GENERAL DEBT	310				2,644,910			2,644,910
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330				567,005			567,005
EMPLOYEE FUND	690							0
JEDD1	941			500,000				500,000
JEDD2	942			75,000				75,000
JEDD3	943			400,000				400,000
JEDD 4	944			50,000				50,000
JEDD 7	947			250,000				250,000
Taylor Sq Tif	970			30,000				30,000
BRICE-MAIN DEBT	971			4,000	76,275			80,275
KROGER TIF DEBT	972							0
SUMMIT RD TIF #1	973			1,500				1,500
TAYLOR RD TIF #1	974			600				600
TAYLOR RD TIF #2	975			100				100
TOTALS		2,651,166	895,800	18,373,175	3,670,590	914,000	1,451,223	27,955,954

Attachment: Budget 1 (2023 Budget Appropriations)

SECTION 3. That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2022 shall be and are hereby appropriated in the Fiduciary Funds, and the Capital Improvement Project Funds, and that the revenues credited to the Fiduciary funds shall be appropriated upon receipt to the proper associated accounts. That the 2022 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year will be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$ 567,005 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$ 1,042,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 8. That the amount of \$ 125,350 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. That the effective date of the appropriations in this ordinance shall be January 1, 2023.

SECTION 11. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for the reason that final appropriations for operation of the City beginning January 1, 2023 must be adopted by City Council prior to April 1, 2023; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor.

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 110 - General Fund						
EXPENSES						
Department: 111 - Police Division						
5100 - Personal Services						
5102	Wages-Staff	1,259,870.0000	1,259,870.0000	1,255,021.0000		
5104	Wages-Part time	132,897.0000	132,897.0000	149,282.0000		
5105	Overtime	365,000.0000	365,000.0000	365,000.0000		
5106	Longevity	59,100.0000	59,100.0000	64,050.0000		
5109	HSA Employer Funding	328,648.0000	328,648.0000	356,428.0000		
5111	Wages Chief	138,029.0000	138,029.0000	152,194.0000		
5113	Wages Enforcement	6,844,633.0000	6,844,633.0000	7,473,774.0000		
5151	PERS Contribution	197,459.0000	197,459.0000	199,080.0000		
5152	PFDPF Contribution	1,288,596.0000	1,288,596.0000	1,252,750.0000	add'l 300,000 paid from fund 240 Police Pension Fund	
5155	PERS Pickup	57,955.0000	57,955.0000	57,551.0000		
5161	Group Insurance	1,619,525.0000	1,619,525.0000	1,782,847.0000		
5166	Medicare	127,593.0000	127,593.0000	137,161.0000		
Account Classification Total: 5100 - Personal Services		\$12,419,305.00	\$12,419,305.00	\$13,245,138.00		
5200 - Supplies						
5201	Office Supplies	10,000.0000	12,322.5500	10,000.0000		
5202	Photo Copy Supplies	3,500.0000	3,500.0000	3,500.0000		
5203	Computer Supplies	13,600.0000	14,113.9900	19,000.0000		
5205	Small Tools/Minor Equipment	11,500.0000	11,500.0000	14,100.0000		
5206	Evidence	10,000.0000	10,000.0000	10,000.0000		
5207	Law Enforcement Supplies	66,000.0000	99,013.8300	95,250.0000		
5213	Repair and Maintenance Supplies	16,100.0000	17,603.7400	16,200.0000		
5241	Uniforms-Purchased	145,500.0000	151,124.2500	154,700.0000		
5251	MV Gas and Oil	190,000.0000	199,333.9000	175,000.0000		
Account Classification Total: 5200 - Supplies		\$466,200.00	\$518,512.26	\$497,750.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
<i>5300 - Services</i>						
5311	Utilities	150,000.0000	162,192.4500	150,000.0000		
5321	Professional Training	91,000.0000	97,719.1000	110,000.0000		
5323	Publications	30,350.0000	30,350.0000	37,000.0000		
5324	Professional Association Dues	5,600.0000	5,650.0000	3,500.0000		
5325	Educational Assistance	10,000.0000	10,000.0000	10,000.0000		
5339	Misc Contract Services	69,200.0000	71,810.3900	82,000.0000		
5351	Liability Insurance Deductible	50,000.0000	50,000.0000	50,000.0000		
5361	Building Repair/Maintenance	60,000.0000	67,780.6800	74,000.0000		
5362	Equipment Maintenance	68,000.0000	70,942.6900	67,000.0000		
5363	MV Repair/Maintenance-External	30,000.0000	30,000.0000	52,000.0000		
5366	Computer Maintenance	3,000.0000	13,115.0000	3,000.0000		
5375	Prisoner Care	126,000.0000	130,262.6600	100,000.0000		
5391	Postage	8,000.0000	8,008.3500	8,000.0000		
5392	Fingerprinting Services	750.0000	797.2500	700.0000		
5393	L.E.A.D.S Terminal	8,000.0000	8,600.0000	8,000.0000		
5395	Printing/Advertising	27,000.0000	27,043.2000	22,100.0000		
5396	Uniform Cleaning/Repairs	65,000.0000	66,634.5000	70,000.0000		
5399	Other Miscellaneous Services	10,700.0000	11,137.4500	16,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$812,600.00	\$862,043.72	\$863,300.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	10,000.0000	10,000.0000	10,000.0000		
5632	Motor Vehicles	344,000.0000	535,216.9400	375,000.0000		
5633	Machinery and Equipment	40,000.0000	61,838.4400	59,000.0000		
5634	Unmarked Vehicles	28,400.0000	28,400.0000	35,000.0000		
5639	Other Equipment	50,000.0000	213,593.3500	94,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$472,400.00	\$849,048.73	\$573,000.00		
Department Total: 111 - Police Division		\$14,170,505.00	\$14,648,909.71	\$15,179,188.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 290 - Mechanic						
5100 - Personal Services						
5102	Wages-Staff	104,043.0000	104,043.0000	113,755.0000		
5106	Longevity	550.0000	550.0000	0.0000		
5109	HSA Employer Funding	6,000.0000	6,000.0000	6,000.0000		
5151	PERS Contribution	14,643.0000	14,643.0000	15,926.0000		
5161	Group Insurance	31,017.0000	31,017.0000	30,988.0000		
5166	Medicare	1,517.0000	1,517.0000	1,649.0000		
Account Classification Total: 5100 - Personal Services		\$157,770.00	\$157,770.00	\$168,318.00		
5200 - Supplies						
5201	Office Supplies	200.0000	200.0000	200.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
5205	Small Tools/Minor Equipment	3,000.0000	3,000.0000	3,000.0000		
5213	Repair and Maintenance Supplies	130,000.0000	136,213.1700	130,000.0000		
5259	Operating Materials and Supplies	9,500.0000	9,500.0000	9,500.0000		
Account Classification Total: 5200 - Supplies		\$143,200.00	\$149,413.17	\$143,200.00		
5300 - Services						
5311	Utilities	600.0000	681.4700	0.0000		
5321	Professional Training	800.0000	800.0000	800.0000		
5362	Equipment Maintenance	3,000.0000	3,000.0000	3,000.0000		
5363	MV Repair/Maintenance-External	40,000.0000	40,000.0000	45,000.0000		
5397	Uniform Rental	1,650.0000	1,677.8400	2,000.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	1,500.0000		
Account Classification Total: 5300 - Services		\$47,550.00	\$47,659.31	\$52,300.00		
Department Total: 290 - Mechanic		\$348,520.00	\$354,842.48	\$363,818.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 340 - Parks and Recreation						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	105,500.0000	105,500.0000	108,680.0000		
5102	Wages-Staff	678,070.0000	678,070.0000	733,599.0000		
5105	Overtime	15,000.0000	15,000.0000	15,000.0000		
5106	Longevity	3,455.0000	3,455.0000	4,600.0000		
5109	HSA Employer Funding	54,000.0000	54,000.0000	46,000.0000		
5141	Wages-Seasonal Labor	125,000.0000	125,000.0000	125,000.0000		
5151	PERS Contribution	129,784.0000	129,784.0000	137,813.0000		
5161	Group Insurance	280,235.0000	280,235.0000	245,992.0000		
5166	Medicare	13,442.0000	13,442.0000	14,310.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$1,404,486.00	\$1,404,486.00	\$1,430,994.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	750.0000	750.0000	675.0000		
5203	Computer Supplies	680.0000	680.0000	475.0000		
5205	Small Tools/Minor Equipment	6,750.0000	6,750.0000	6,650.0000		
5209	Chemicals	47,320.0000	50,320.0000	54,050.0000	Price increase for chemicals and grass seed	
5213	Repair and Maintenance Supplies	46,050.0000	47,893.9200	45,045.0000		
5215	Recreational Supplies	83,941.0000	91,370.9000	119,896.0000	Increase in supply cost, especially player uniforms; food for safety town, plant re, Easter Bunny breakfast, Santa Breakfast and other events; bases, anchors, home plate; medals; sports equipment, etc.	
5241	Uniforms-Purchased	5,000.0000	5,689.9200	5,000.0000		
5251	MV Gas and Oil	22,000.0000	26,441.0500	26,000.0000		
5252	Aggregates	16,950.0000	16,950.0000	19,500.0000		
5259	Operating Materials and Supplies	22,750.0000	24,664.7400	19,800.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$252,191.00	\$271,510.53	\$297,091.00		
<i>5300 - Services</i>						
5303	Community Events	7,200.0000	7,200.0000	11,035.0000	Race penguin; race shirts; race supplies; medals; swag; food	
5311	Utilities	39,000.0000	42,175.2600	41,700.0000		
5321	Professional Training	1,900.0000	1,900.0000	3,500.0000		
5322	Conference/Reimb	9,200.0000	10,167.0000	9,550.0000		
5323	Publications	250.0000	250.0000	250.0000		
5324	Professional Association Dues	2,500.0000	2,500.0000	2,515.0000		
5338	Personal Service Contracts	66,086.0000	66,207.3300	61,000.0000		
5339	Misc Contract Services	279,339.0000	324,200.6200	285,725.0000	Streetscape--landscape maint & irrigation; repaint Livingston House; pond maint/mowing; Silco; fire extinguisher testing; SWANK; equipment rental; Heirloom Design etc.	
5361	Building Repair/Maintenance	18,000.0000	23,771.2000	20,000.0000		
5362	Equipment Maintenance	2,000.0000	2,000.0000	2,000.0000		
5391	Postage	7,500.0000	10,562.2600	11,500.0000	Heirloom mailing--3x yr; office mailings	
5395	Printing/Advertising	25,000.0000	32,476.2900	30,000.0000	Heirloom--3x yr; office envelopes; outside printing; banners; push in signs	
5399	Other Miscellaneous Services	14,290.0000	17,102.9900	14,468.0000		
<i>Account Classification Total: 5300 - Services</i>		\$472,265.00	\$540,512.95	\$493,243.00		
<i>5600 - Capital Purchases</i>						
5601	Land	0.0000	1,217.6000	0.0000		
5631	Furniture and Fixtures	15,000.0000	15,000.0000	0.0000		
5632	Motor Vehicles	0.0000	0.0000	35,000.0000	additional truck for park ranger	
5633	Machinery and Equipment	170,000.0000	170,000.0000	90,000.0000	Z turn mower 60" Cart/plow/cab/GPS ABI Infield Groomer Attachments	
5639	Other Equipment	25,000.0000	35,607.0000	0.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$210,000.00	\$221,824.60	\$125,000.00		
Department Total: 340 - Parks and Recreation		\$2,338,942.00	\$2,438,334.08	\$2,346,328.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 343 - Senior Center						
5100 - Personal Services						
5102	Wages-Staff	120,042.0000	120,042.0000	126,214.0000		
5105	Overtime	2,000.0000	2,000.0000	2,000.0000		
5106	Longevity	650.0000	650.0000	650.0000		
5109	HSA Employer Funding	6,000.0000	6,000.0000	6,000.0000		
5151	PERS Contribution	17,177.0000	17,177.0000	18,041.0000		
5161	Group Insurance	31,323.0000	31,323.0000	31,294.0000		
5166	Medicare	1,779.0000	1,779.0000	1,869.0000		
Account Classification Total: 5100 - Personal Services		\$178,971.00	\$178,971.00	\$186,068.00		
5200 - Supplies						
5201	Office Supplies	1,300.0000	1,300.0000	1,445.0000		
5203	Computer Supplies	1,500.0000	1,500.0000	1,500.0000		
5213	Repair and Maintenance Supplies	5,000.0000	5,130.0000	5,000.0000		
5215	Recreational Supplies	2,000.0000	2,454.8200	5,000.0000		
5216	Contributed Supplies Purchased	0.0000	18,978.5600	0.0000		
Account Classification Total: 5200 - Supplies		\$9,800.00	\$29,363.38	\$12,945.00		
5300 - Services						
5311	Utilities	8,500.0000	8,812.4600	8,960.0000		
5321	Professional Training	0.0000	0.0000	300.0000		
5322	Conference/Reimb	400.0000	400.0000	400.0000		
5324	Professional Association Dues	150.0000	250.0000	150.0000		
5339	Misc Contract Services	9,500.0000	10,100.0000	5,850.0000		
5361	Building Repair/Maintenance	8,000.0000	8,000.0000	8,000.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
Account Classification Total: 5300 - Services		\$29,050.00	\$30,062.46	\$26,160.00		
5600 - Capital Purchases						
5639	Other Equipment	0.0000	2,439.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$2,439.00	\$0.00		
Department Total: 343 - Senior Center		\$217,821.00	\$240,835.84	\$225,173.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 344 - Community Events						
5100 - Personal Services						
5102	Wages-Staff	67,637.0000	67,637.0000	122,097.0000		
5105	Overtime	50,000.0000	50,000.0000	20,000.0000		
5106	Longevity	0.0000	0.0000	550.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	8,000.0000		
5151	PERS Contribution	16,469.0000	16,469.0000	19,970.0000		
5161	Group Insurance	21,846.0000	21,846.0000	43,664.0000		
5166	Medicare	1,706.0000	1,706.0000	2,068.0000		
Account Classification Total: 5100 - Personal Services		\$161,658.00	\$161,658.00	\$216,349.00		
5200 - Supplies						
5201	Office Supplies	300.0000	300.0000	500.0000		
5203	Computer Supplies	3,500.0000	3,500.0000	3,500.0000		
5215	Recreational Supplies	27,000.0000	30,118.5400	31,000.0000		
5241	Uniforms-Purchased	0.0000	0.0000	300.0000		
5251	MV Gas and Oil	4,000.0000	4,000.0000	6,000.0000	Increase in fuel prices	
Account Classification Total: 5200 - Supplies		\$34,800.00	\$37,918.54	\$41,300.00		
5300 - Services						
5311	Utilities	1,500.0000	1,581.4700	1,500.0000		
5321	Professional Training	831.0000	831.0000	1,200.0000	Market Manager Certification Adobe illustrator and InDesign Training	
5322	Conference/Reimb	1,970.0000	1,970.0000	3,000.0000	Mileage Reimbursement OFEA Conference 3CMA Conference	
5324	Professional Association Dues	1,154.0000	1,154.0000	1,500.0000	3CMA OFEA Ohio Proud Ohio Farmers Market Association	
5339	Misc Contract Services	270,000.0000	275,225.0000	323,300.0000	Tomato Festival: MPE Contract Increase Community Survey	
5395	Printing/Advertising	49,100.0000	64,457.6900	74,000.0000	Community Guide: increase printing to include apartments in 2023 Magnets: advertise events distributed to elementary schools	
5399	Other Miscellaneous Services	10,000.0000	13,224.0000	19,000.0000		
Account Classification Total: 5300 - Services		\$334,555.00	\$358,443.16	\$423,500.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	0.0000	1,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$1,000.00		
Department Total: 344 - Community Events		\$531,013.00	\$558,019.70	\$682,149.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 448 - Service Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	108,680.0000	108,680.0000	111,946.0000		
5102	Wages-Staff	383,730.0000	383,730.0000	407,451.0000		
5105	Overtime	7,000.0000	7,000.0000	7,000.0000		
5106	Longevity	3,150.0000	3,150.0000	3,800.0000		
5109	HSA Employer Funding	30,000.0000	30,000.0000	30,000.0000		
5151	PERS Contribution	70,358.0000	70,358.0000	74,228.0000		
5161	Group Insurance	162,332.0000	162,332.0000	162,220.0000		
5166	Medicare	7,287.0000	7,287.0000	7,688.0000		
Account Classification Total: 5100 - Personal Services		\$772,537.00	\$772,537.00	\$804,333.00		
5200 - Supplies						
5201	Office Supplies	2,500.0000	2,500.0000	2,500.0000		
5203	Computer Supplies	1,250.0000	1,250.0000	1,250.0000		
5213	Repair and Maintenance Supplies	20,000.0000	20,368.7400	25,000.0000		
5251	MV Gas and Oil	1,800.0000	1,867.8700	1,800.0000		
5259	Operating Materials and Supplies	500.0000	500.0000	1,000.0000		
Account Classification Total: 5200 - Supplies		\$26,050.00	\$26,486.61	\$31,550.00		
5300 - Services						
5301	Boards/Commissions	250.0000	250.0000	250.0000		
5302	Street Lighting	275,000.0000	288,480.0000	300,000.0000		
5303	Community Events	45,000.0000	45,000.0000	50,000.0000		
5311	Utilities	1,600.0000	1,723.3300	2,000.0000		
5321	Professional Training	500.0000	500.0000	500.0000		
5322	Conference/Reimb	1,000.0000	1,000.0000	1,000.0000		
5323	Publications	100.0000	100.0000	100.0000		
5324	Professional Association Dues	250.0000	250.0000	300.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	150,000.0000	185,942.3800	200,000.0000		
5339	Misc Contract Services	120,000.0000	162,613.2400	150,000.0000		
5362	Equipment Maintenance	4,500.0000	4,692.9900	4,500.0000		
5367	Streetscape Maintenance	50,000.0000	50,200.0000	75,000.0000		
5374	Emergency Management Services	45,000.0000	45,000.0000	45,000.0000		
5391	Postage	750.0000	750.0000	750.0000		
5395	Printing/Advertising	1,500.0000	1,500.0000	1,500.0000		
5396	Uniform Cleaning/Repairs	200.0000	200.0000	200.0000		
5397	Uniform Rental	2,000.0000	2,000.0000	2,000.0000		
5398	Tree/Grass Service	31,000.0000	31,000.0000	50,000.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	2,000.0000		
Account Classification Total: 5300 - Services		\$730,650.00	\$823,201.94	\$885,600.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	5,000.0000	5,000.0000	3,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$5,000.00	\$5,000.00	\$3,000.00		
Department Total: 448 - Service Department		\$1,534,237.00	\$1,627,225.55	\$1,724,483.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 479 - Building Department						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	95,000.0000	95,000.0000	97,859.0000		
5102	Wages-Staff	377,305.0000	377,305.0000	523,519.0000		
5105	Overtime	0.0000	0.0000	1,500.0000		
5106	Longevity	1,200.0000	1,200.0000	1,200.0000		
5109	HSA Employer Funding	30,000.0000	30,000.0000	34,000.0000		
5151	PERS Contribution	66,291.0000	66,291.0000	87,021.0000		
5161	Group Insurance	162,146.0000	162,146.0000	184,124.0000		
5166	Medicare	6,866.0000	6,866.0000	9,049.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$738,808.00	\$738,808.00	\$938,272.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	2,500.0000	2,627.7000	3,000.0000		
5203	Computer Supplies	1,500.0000	1,500.0000	3,500.0000		
5241	Uniforms-Purchased	3,500.0000	3,514.0000	4,500.0000		
5251	MV Gas and Oil	6,000.0000	6,334.2700	7,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$13,500.00	\$13,975.97	\$18,000.00		
<i>5300 - Services</i>						
5311	Utilities	6,000.0000	6,305.8800	7,000.0000		
5321	Professional Training	3,500.0000	3,719.0000	4,000.0000		
5322	Conference/Reimb	3,000.0000	3,000.0000	3,000.0000		
5323	Publications	1,000.0000	1,349.9500	2,000.0000		
5324	Professional Association Dues	1,500.0000	1,500.0000	2,000.0000		
5325	Educational Assistance	1,000.0000	1,000.0000	1,500.0000		
5331	Engineering/Architecture	2,000.0000	2,000.0000	2,000.0000		
5339	Misc Contract Services	55,000.0000	57,182.5000	30,000.0000		
5362	Equipment Maintenance	7,000.0000	7,000.0000	7,000.0000		
5366	Computer Maintenance	5,000.0000	5,000.0000	7,000.0000		
5376	County Health Services	60,000.0000	63,780.0000	60,000.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
5395	Printing/Advertising	3,500.0000	3,500.0000	3,500.0000		
<i>Account Classification Total: 5300 - Services</i>		\$151,000.00	\$157,837.33	\$131,500.00		
<i>5600 - Capital Purchases</i>						
5632	Motor Vehicles	40,000.0000	40,000.0000	80,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$40,000.00	\$40,000.00	\$80,000.00		
Department Total: 479 - Building Department		\$943,308.00	\$950,621.30	\$1,167,772.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 522 - Mayor						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	97,802.0000	97,802.0000	97,802.0000		
5102	Wages-Staff	148,809.0000	148,809.0000	150,591.0000		
5104	Wages-Part time	7,000.0000	7,000.0000	7,000.0000		
5109	HSA Employer Funding	10,000.0000	10,000.0000	10,000.0000		
5151	PERS Contribution	35,506.0000	35,506.0000	35,755.0000		
5161	Group Insurance	52,575.0000	52,575.0000	52,892.0000		
5166	Medicare	3,677.0000	3,677.0000	3,703.0000		
Account Classification Total: 5100 - Personal Services		\$355,369.00	\$355,369.00	\$357,743.00		
5200 - Supplies						
5201	Office Supplies	800.0000	800.0000	1,200.0000		
5203	Computer Supplies	250.0000	250.0000	250.0000		
Account Classification Total: 5200 - Supplies		\$1,050.00	\$1,050.00	\$1,450.00		
5300 - Services						
5311	Utilities	800.0000	881.4700	1,200.0000		
5322	Conference/Reimb	1,000.0000	1,025.0000	2,000.0000		
5324	Professional Association Dues	1,750.0000	1,750.0000	5,000.0000		
5332	Legal Services	30,000.0000	46,135.8500	30,000.0000		
5339	Misc Contract Services	6,000.0000	34,000.0000	6,000.0000		
5391	Postage	500.0000	500.0000	500.0000		
5399	Other Miscellaneous Services	1,500.0000	1,751.3400	2,500.0000		\$1000 for employee retention activities - including employee breakfast, summer cookout, and employee holiday meal
Account Classification Total: 5300 - Services		\$41,550.00	\$86,043.66	\$47,200.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	0.0000	5,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$5,000.00		
Department Total: 522 - Mayor		\$397,969.00	\$442,462.66	\$411,393.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 534 - Civil Service Commission						
5100 - Personal Services						
5104	Wages-Part time	60,572.0000	60,572.0000	66,103.0000		
5151	PERS Contribution	8,480.0000	8,480.0000	9,254.0000		
5166	Medicare	878.0000	878.0000	958.0000		
Account Classification Total: 5100 - Personal Services		\$69,930.00	\$69,930.00	\$76,315.00		
5200 - Supplies						
5201	Office Supplies	1,700.0000	2,799.0000	1,000.0000		
5203	Computer Supplies	1,000.0000	1,000.0000	1,000.0000		
5259	Operating Materials and Supplies	1,300.0000	1,300.0000	1,500.0000		
Account Classification Total: 5200 - Supplies		\$4,000.00	\$5,099.00	\$3,500.00		
5300 - Services						
5321	Professional Training	600.0000	600.0000	600.0000		
5332	Legal Services	7,000.0000	7,000.0000	7,000.0000		
5336	Medical Services/Physical Exams	12,000.0000	12,000.0000	16,000.0000		
5339	Misc Contract Services	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	200.0000	200.0000	200.0000		
5395	Printing/Advertising	5,000.0000	5,081.0000	5,000.0000		
Account Classification Total: 5300 - Services		\$34,800.00	\$34,881.00	\$38,800.00		
Department Total: 534 - Civil Service Commission		\$108,730.00	\$109,910.00	\$118,615.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 545 - City Auditor						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	90,769.0000	90,769.0000	90,769.0000		
5102	Wages-Staff	161,876.0000	161,876.0000	269,258.0000		
5104	Wages-Part time	46,529.0000	46,529.0000	50,298.0000		
5105	Overtime	2,000.0000	2,000.0000	2,000.0000		
5106	Longevity	1,150.0000	1,150.0000	1,200.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	8,000.0000		
5151	PERS Contribution	41,275.0000	41,275.0000	56,844.0000		
5161	Group Insurance	24,300.0000	24,300.0000	46,328.0000		
5166	Medicare	4,384.0000	4,384.0000	5,996.0000		
Account Classification Total: 5100 - Personal Services		\$376,283.00	\$376,283.00	\$530,693.00		
5200 - Supplies						
5201	Office Supplies	2,000.0000	2,173.5400	2,500.0000	Chair for new staff member	
5203	Computer Supplies	2,000.0000	2,000.0000	2,000.0000		
Account Classification Total: 5200 - Supplies		\$4,000.00	\$4,173.54	\$4,500.00		
5300 - Services						
5321	Professional Training	2,400.0000	2,400.0000	3,500.0000		
5322	Conference/Reimb	6,300.0000	6,300.0000	9,000.0000	training for new staff NWS training for staff	
5323	Publications	0.0000	0.0000	1,200.0000	financial publications	
5324	Professional Association Dues	1,300.0000	1,380.0000	1,520.0000		
5333	Outside Professional Services	49,000.0000	56,500.0000	50,000.0000		
5339	Misc Contract Services	29,000.0000	29,999.4000	42,000.0000	GASB 87 software added	
5362	Equipment Maintenance	1,500.0000	1,500.0000	1,500.0000		
5366	Computer Maintenance	2,000.0000	2,000.0000	2,200.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
5395	Printing/Advertising	2,000.0000	2,298.2000	2,100.0000		
5399	Other Miscellaneous Services	15,000.0000	15,000.0000	12,000.0000		
Account Classification Total: 5300 - Services		\$111,000.00	\$119,877.60	\$127,520.00		
Department Total: 545 - City Auditor		\$491,283.00	\$500,334.14	\$662,713.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 554 - City Attorney						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	100,302.0000	100,302.0000	100,302.0000		
5102	Wages-Staff	267,515.0000	267,515.0000	285,979.0000		
5104	Wages-Part time	72,056.0000	72,056.0000	91,900.0000		
5106	Longevity	1,100.0000	1,100.0000	1,100.0000		
5109	HSA Employer Funding	16,000.0000	16,000.0000	16,000.0000		
5151	PERS Contribution	61,386.0000	61,386.0000	66,749.0000		
5161	Group Insurance	84,318.0000	84,318.0000	84,246.0000		
5166	Medicare	6,394.0000	6,394.0000	6,950.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$609,071.00	\$609,071.00	\$653,226.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	5,500.0000	5,873.3700	6,500.0000		
5203	Computer Supplies	400.0000	400.0000	400.0000		
5205	Small Tools/Minor Equipment	500.0000	500.0000	500.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$6,400.00	\$6,773.37	\$7,400.00		
<i>5300 - Services</i>						
5311	Utilities	300.0000	340.7500	500.0000		
5321	Professional Training	2,500.0000	2,500.0000	2,500.0000		
5322	Conference/Reimb	1,200.0000	1,200.0000	1,200.0000		
5323	Publications	7,200.0000	7,645.0000	7,200.0000		
5324	Professional Association Dues	3,200.0000	3,200.0000	3,200.0000		
5332	Legal Services	40,000.0000	43,750.0000	60,000.0000		
5333	Outside Professional Services	14,000.0000	14,000.0000	20,000.0000		
5337	Public Defender	10,000.0000	10,000.0000	7,500.0000		
5339	Misc Contract Services	39,100.0000	39,100.0000	19,100.0000		
5341	Court Costs and Fees	500.0000	500.0000	1,000.0000		
5362	Equipment Maintenance	0.0000	0.0000	2,800.0000	Printer Lease & Maintenance Agreement	
5366	Computer Maintenance	250.0000	250.0000	250.0000		
5391	Postage	1,000.0000	1,000.0000	1,500.0000		
5399	Other Miscellaneous Services	3,000.0000	3,013.0000	3,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$122,250.00	\$126,498.75	\$129,750.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	0.0000	0.0000	6,000.0000	New office furniture for front area	
5639	Other Equipment	0.0000	0.0000	500.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$0.00	\$0.00	\$6,500.00		
Department Total: 554 - City Attorney		\$737,721.00	\$742,343.12	\$796,876.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 571 - City Council						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	65,336.0000	65,336.0000	65,169.0000		
5102	Wages-Staff	75,005.0000	75,005.0000	78,755.0000		
5104	Wages-Part time	10,978.0000	10,978.0000	26,094.0000		
5109	HSA Employer Funding	2,000.0000	2,000.0000	2,000.0000		
5151	PERS Contribution	21,185.0000	21,185.0000	23,802.0000		
5161	Group Insurance	9,375.0000	9,375.0000	9,360.0000		
5166	Medicare	2,194.0000	2,194.0000	2,465.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$186,073.00	\$186,073.00	\$207,645.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	2,000.0000	2,118.8300	2,100.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$2,500.00	\$2,618.83	\$2,600.00		
<i>5300 - Services</i>						
5321	Professional Training	2,500.0000	2,500.0000	2,500.0000		
5322	Conference/Reimb	3,500.0000	3,500.0000	0.0000	Increased to cover 2 staff members	
5324	Professional Association Dues	500.0000	500.0000	700.0000		
5339	Misc Contract Services	40,000.0000	46,517.5500	35,000.0000	This includes a small reception for departing Councilmembers at the December 2023 Council meeting.	
5391	Postage	200.0000	200.0000	200.0000		
5395	Printing/Advertising	3,000.0000	3,082.9100	3,000.0000		
5399	Other Miscellaneous Services	3,500.0000	3,500.0000	3,500.0000		
<i>Account Classification Total: 5300 - Services</i>		\$53,200.00	\$59,800.46	\$44,900.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	0.0000	0.0000	2,500.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$0.00	\$0.00	\$2,500.00		
Department Total: 571 - City Council		\$241,773.00	\$248,492.29	\$257,645.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 580 - Development Department						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	95,909.0000	95,909.0000	107,020.0000		
5102	Wages-Staff	132,702.0000	97,702.0000	138,009.0000		
5104	Wages-Part time	7,000.0000	7,000.0000	15,000.0000		
5106	Longevity	0.0000	0.0000	550.0000		
5109	HSA Employer Funding	12,000.0000	12,000.0000	8,000.0000		
5151	PERS Contribution	32,986.0000	32,986.0000	36,131.0000		
5161	Group Insurance	65,492.0000	65,492.0000	44,020.0000		
5166	Medicare	3,416.0000	3,416.0000	3,778.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$349,505.00	\$314,505.00	\$352,508.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	3,000.0000	3,050.0000	3,000.0000		
5203	Computer Supplies	250.0000	250.0000	250.0000		
5241	Uniforms-Purchased	500.0000	500.0000	500.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$3,750.00	\$3,800.00	\$3,750.00		
<i>5300 - Services</i>						
5301	Boards/Commissions	3,500.0000	3,500.0000	3,500.0000	Additional public notices required	
5311	Utilities	2,200.0000	2,281.4700	2,200.0000		
5321	Professional Training	2,000.0000	2,000.0000	2,000.0000		
5322	Conference/Reimb	5,000.0000	5,000.0000	8,000.0000	International Economic Development Council conference - Out of state travel	
5323	Publications	2,000.0000	2,000.0000	2,000.0000		
5324	Professional Association Dues	3,000.0000	3,000.0000	25,000.0000	MODE will be \$20.707 in 2023	
5325	Educational Assistance	3,500.0000	3,500.0000	3,500.0000		
5331	Engineering/Architecture	100,000.0000	175,691.5500	200,000.0000	City Thoroughfare Study 100k (analyzing current and projected transit patterns and possible city improvements required), 10k site design	
5332	Legal Services	20,000.0000	22,566.5000	30,000.0000	Additional JEDD, CRA and TIF potential	
5339	Misc Contract Services	60,000.0000	62,120.0000	80,000.0000	Fiber study and permitting review process improvement. OMH Case review services	
5391	Postage	500.0000	500.0000	500.0000		
5395	Printing/Advertising	4,000.0000	4,052.0000	4,000.0000		
5399	Other Miscellaneous Services	1,000.0000	4,650.0000	1,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$206,700.00	\$290,861.52	\$361,700.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	5,000.0000	5,000.0000	5,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$5,000.00	\$5,000.00	\$5,000.00		
Department Total: 580 - Development Department		\$564,955.00	\$614,166.52	\$722,958.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 582 - Human Resources Department						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	101,152.0000	101,152.0000	104,187.0000		
5102	Wages-Staff	0.0000	0.0000	65,000.0000		
5106	Longevity	600.0000	600.0000	600.0000		
5109	HSA Employer Funding	2,000.0000	2,000.0000	6,000.0000		
5151	PERS Contribution	14,245.0000	14,245.0000	23,770.0000		
5161	Group Insurance	9,267.0000	9,267.0000	31,108.0000		
5166	Medicare	1,475.0000	1,475.0000	2,462.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$128,739.00	\$128,739.00	\$233,127.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	750.0000	750.0000	1,000.0000		
5203	Computer Supplies	750.0000	750.0000	1,000.0000		
5208	OSHA Supplies	18,000.0000	18,589.9500	18,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$19,500.00	\$20,089.95	\$20,000.00		
<i>5300 - Services</i>						
5321	Professional Training	1,500.0000	1,500.0000	2,000.0000		
5322	Conference/Reimb	0.0000	0.0000	500.0000		
5323	Publications	800.0000	800.0000	800.0000		
5324	Professional Association Dues	600.0000	600.0000	750.0000		
5336	Medical Services/Physical Exams	5,000.0000	5,000.0000	5,000.0000		
5339	Misc Contract Services	6,500.0000	6,500.0000	7,000.0000		
5391	Postage	200.0000	200.0000	200.0000		
5399	Other Miscellaneous Services	30,000.0000	30,641.9000	30,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$44,600.00	\$45,241.90	\$46,250.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	0.0000	0.0000	3,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$0.00	\$0.00	\$3,000.00		
Department Total: 582 - Human Resources Department		\$192,839.00	\$194,070.85	\$302,377.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 584 - Computer Department						
<i>5200 - Supplies</i>						
5201	Office Supplies	250.0000	250.0000	250.0000		
5203	Computer Supplies	12,750.0000	18,736.8200	12,750.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$13,000.00	\$18,986.82	\$13,000.00		
<i>5300 - Services</i>						
5339	Misc Contract Services	161,000.0000	179,693.5500	169,000.0000		
5366	Computer Maintenance	513,354.0000	472,354.0000	811,388.0000		
<i>Account Classification Total: 5300 - Services</i>		\$674,354.00	\$652,047.55	\$980,388.00		
<i>5600 - Capital Purchases</i>						
5639	Other Equipment	143,000.0000	182,214.6800	404,706.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$143,000.00	\$182,214.68	\$404,706.00		
Department Total: 584 - Computer Department		\$830,354.00	\$853,249.05	\$1,398,094.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 593 - Clerk of Courts						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	82,090.0000	82,090.0000	84,494.0000		
5102	Wages-Staff	102,555.0000	102,555.0000	112,158.0000		
5104	Wages-Part time	33,065.0000	33,065.0000	36,442.0000		
5106	Longevity	1,700.0000	1,700.0000	1,750.0000		
5109	HSA Employer Funding	8,000.0000	8,000.0000	8,000.0000		
5151	PERS Contribution	30,017.0000	30,017.0000	32,178.0000		
5161	Group Insurance	43,894.0000	43,894.0000	43,843.0000		
5166	Medicare	3,181.0000	3,181.0000	3,405.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$304,502.00	\$304,502.00	\$322,270.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	2,600.0000	2,617.3900	2,600.0000		
5203	Computer Supplies	2,000.0000	2,000.0000	2,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$4,600.00	\$4,617.39	\$4,600.00		
<i>5300 - Services</i>						
5321	Professional Training	1,000.0000	1,000.0000	1,000.0000		
5322	Conference/Reimb	250.0000	250.0000	250.0000		
5323	Publications	500.0000	500.0000	500.0000		
5324	Professional Association Dues	500.0000	500.0000	500.0000		
5332	Legal Services	76,000.0000	85,000.0000	60,000.0000		
5339	Misc Contract Services	1,500.0000	1,605.0500	1,500.0000		
5344	Witness Fees	250.0000	250.0000	300.0000	Anticipated Increase of Subpoenas	
5362	Equipment Maintenance	1,000.0000	1,000.0000	1,000.0000		
5377	Municipal Court	25,000.0000	25,000.0000	20,000.0000		
5391	Postage	2,000.0000	2,000.0000	2,250.0000	Anticipated Increase of Postage	
5393	L.E.A.D.S Terminal	600.0000	600.0000	600.0000		
5399	Other Miscellaneous Services	2,545.0000	2,590.0000	2,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$111,145.00	\$120,295.05	\$89,900.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	6,500.0000	6,500.0000	2,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$6,500.00	\$6,500.00	\$2,000.00		
Department Total: 593 - Clerk of Courts		\$426,747.00	\$435,914.44	\$418,770.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 595 - General and Administrative						
<i>5100 - Personal Services</i>						
5164	Workers Compensation	241,740.0000	394,865.8700	236,002.0000		
5165	Unemployment Compensation	25,000.0000	25,000.0000	25,000.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$266,740.00	\$419,865.87	\$261,002.00		
<i>5200 - Supplies</i>						
5202	Photo Copy Supplies	7,000.0000	7,399.9000	7,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$7,000.00	\$7,399.90	\$7,000.00		
<i>5300 - Services</i>						
5301	Boards/Commissions	40,000.0000	40,693.9700	40,000.0000		
5311	Utilities	235,000.0000	241,239.2600	250,000.0000		
5324	Professional Association Dues	30,000.0000	30,000.0000	30,000.0000		
5351	Liability Insurance Deductible	280,000.0000	281,886.0000	290,000.0000		
5352	Motor Vehicle Insurance	95,000.0000	95,000.0000	95,000.0000		
5353	Employee Fidelity Bond	3,000.0000	3,000.0000	3,000.0000		
5361	Building Repair/Maintenance	65,000.0000	72,374.2500	95,000.0000		
5362	Equipment Maintenance	2,500.0000	2,500.0000	3,000.0000		
5371	Election Expense	20,000.0000	20,000.0000	20,000.0000		
5372	Delinquent Tax Advertising	750.0000	750.0000	750.0000		
5373	Auditor/Treasurer Fees	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	3,000.0000	3,482.6400	3,000.0000		
5394	Taxes/Assessments-City Property	55,000.0000	55,000.0000	70,000.0000		
5399	Other Miscellaneous Services	10,000.0000	10,600.0000	10,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$849,250.00	\$866,526.12	\$919,750.00		
<i>5600 - Capital Purchases</i>						
5611	Buildings	0.0000	0.0000	30,000.0000	reception area and bullet proof glass building dept	
5639	Other Equipment	30,000.0000	30,000.0000	30,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$30,000.00	\$30,000.00	\$60,000.00		
Department Total: 595 - General and Administrative		\$1,152,990.00	\$1,323,791.89	\$1,247,752.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 810 - Public Health and Welfare							
5300 - Services							
5376		County Health Services	350,898.0000	350,898.0000	375,000.0000		
Account Classification Total: 5300 - Services			\$350,898.00	\$350,898.00	\$375,000.00		
Department Total: 810 - Public Health and Welfare			\$350,898.00	\$350,898.00	\$375,000.00		
EXPENSES Total			\$25,580,605.00	\$26,634,421.62	\$28,401,104.00		
Fund EXPENSE	Total: 110 - General Fund		\$25,580,605.00	\$26,634,421.62	\$28,401,104.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 211 - Computerized Needs (courts)						
EXPENSES						
Department: 000 - General						
5200 - Supplies						
5203	Computer Supplies	15,000.0000	19,718.3000	15,000.0000		
Account Classification Total: 5200 - Supplies		\$15,000.00	\$19,718.30	\$15,000.00		
5300 - Services						
5322	Conference/Reimb	500.0000	500.0000	500.0000		
5366	Computer Maintenance	25,000.0000	25,000.0000	36,000.0000	Added the \$11K Annual Server Hosting Fees (New after Conversion from Courtview/Equivalent) -Per I.T., hosting on a non-shared server was more secure than a shared server or cloud based option	
5399	Other Miscellaneous Services	15,000.0000	15,059.1900	15,000.0000		
Account Classification Total: 5300 - Services		\$40,500.00	\$40,559.19	\$51,500.00		
5600 - Capital Purchases						
5639	Other Equipment	50,000.0000	104,666.8400	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$50,000.00	\$104,666.84	\$0.00		
Department Total: 000 - General		\$105,500.00	\$164,944.33	\$66,500.00		
EXPENSES Total		\$105,500.00	\$164,944.33	\$66,500.00		
Fund EXPENSE	Total: 211 - Computerized Needs (courts)	\$105,500.00	\$164,944.33	\$66,500.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 220 - Income Tax Fund						
EXPENSES						
Department: 564 - Income Tax Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	94,502.0000	94,502.0000	96,387.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000		
5151	PERS Contribution	13,230.0000	13,230.0000	13,494.0000		
5161	Group Insurance	16,566.0000	16,566.0000	21,856.0000		
5164	Workers Compensation	2,681.0000	4,601.4600	2,037.0000		
5166	Medicare	1,370.0000	1,370.0000	1,398.0000		
Account Classification Total: 5100 - Personal Services		\$132,349.00	\$134,269.46	\$139,172.00		
5200 - Supplies						
5201	Office Supplies	1,500.0000	1,515.2500	1,500.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
Account Classification Total: 5200 - Supplies		\$2,000.00	\$2,015.25	\$2,000.00		
5300 - Services						
5321	Professional Training	500.0000	500.0000	1,500.0000	CPIM and Tax Requirements	
5322	Conference/Reimb	1,000.0000	1,000.0000	2,000.0000	CPIM and Tax Requirements	
5323	Publications	200.0000	200.0000	0.0000		
5324	Professional Association Dues	525.0000	525.0000	650.0000		
5339	Misc Contract Services	75,000.0000	75,000.0000	75,000.0000		
5353	Employee Fidelity Bond	75.0000	75.0000	150.0000		
5362	Equipment Maintenance	425.0000	425.0000	425.0000		
5373	Auditor/Treasurer Fees	200.0000	200.0000	300.0000		
5379	Other Governmental Billings	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	675.0000	675.0000	500.0000		
Account Classification Total: 5300 - Services		\$88,600.00	\$88,600.00	\$90,525.00		
5500 - Transfers/Other						
5519	Miscellaneous Costs	110,000.0000	110,000.0000	110,000.0000		
5529	Miscellaneous Distributions	800,000.0000	800,000.0000	800,000.0000		
5530	Enterprise Zone Payment	1,500,000.0000	1,500,000.0000	0.0000	E-Zone expired 12/31/2021, last payment made Feb. 2022	
Account Classification Total: 5500 - Transfers/Other		\$2,410,000.00	\$2,410,000.00	\$910,000.00		
Department Total: 564 - Income Tax Division		\$2,632,949.00	\$2,634,884.71	\$1,141,697.00		
EXPENSES Total		\$2,632,949.00	\$2,634,884.71	\$1,141,697.00		
Fund EXPENSE	Total: 220 - Income Tax Fund	\$2,632,949.00	\$2,634,884.71	\$1,141,697.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 240 - Police Pension Fund							
EXPENSES							
Department: 000 - General							
5100 - Personal Services							
5152		PFDPF Contribution	150,000.0000	150,000.0000	300,000.0000		
Account Classification Total: 5100 - Personal Services			\$150,000.00	\$150,000.00	\$300,000.00		
5500 - Transfers/Other							
5519		Miscellaneous Costs	4,000.0000	4,000.0000	4,000.0000		
Account Classification Total: 5500 - Transfers/Other			\$4,000.00	\$4,000.00	\$4,000.00		
Department Total: 000 - General			\$154,000.00	\$154,000.00	\$304,000.00		
EXPENSES Total			\$154,000.00	\$154,000.00	\$304,000.00		
Fund EXPENSE	Total: 240 - Police Pension Fund		\$154,000.00	\$154,000.00	\$304,000.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
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Fund: 250 - Sewer Capacity Fund

EXPENSES

Department: 736 - Wastewater Division

5300 - Services

5373	Auditor/Treasurer Fees	250.0000	250.0000	250.0000
Account Classification Total: 5300 - Services		\$250.00	\$250.00	\$250.00
Department Total: 736 - Wastewater Division		\$250.00	\$250.00	\$250.00
EXPENSES Total		\$250.00	\$250.00	\$250.00
Fund EXPENSE	Total: 250 - Sewer Capacity Fund	\$250.00	\$250.00	\$250.00

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 260 - Street Fund						
EXPENSES						
Department: 268 - Street Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	80,493.0000	80,493.0000	82,930.0000		
5102	Wages-Staff	404,255.0000	404,255.0000	425,852.0000		
5105	Overtime	28,000.0000	53,000.0000	28,000.0000		
5106	Longevity	3,550.0000	3,550.0000	4,525.0000		
5109	HSA Employer Funding	25,000.0000	25,000.0000	25,000.0000		
5151	PERS Contribution	71,932.0000	71,932.0000	75,433.0000		
5161	Group Insurance	134,548.0000	134,548.0000	134,449.0000		
5164	Workers Compensation	14,646.0000	22,274.9800	11,441.0000		
5166	Medicare	7,486.0000	7,486.0000	7,849.0000		
Account Classification Total: 5100 - Personal Services		\$769,910.00	\$802,538.98	\$795,479.00		
5200 - Supplies						
5201	Office Supplies	3,500.0000	3,642.0700	3,500.0000		
5203	Computer Supplies	1,000.0000	1,000.0000	1,000.0000		
5205	Small Tools/Minor Equipment	1,500.0000	1,500.0000	1,500.0000		
5213	Repair and Maintenance Supplies	500.0000	500.0000	500.0000		
5241	Uniforms-Purchased	2,000.0000	2,000.0000	3,200.0000		
5251	MV Gas and Oil	36,000.0000	38,859.0500	40,000.0000		
5252	Aggregates	19,000.0000	20,209.3000	17,000.0000		
5253	Ice Control	140,000.0000	140,000.0000	140,000.0000		
5259	Operating Materials and Supplies	130,500.0000	132,164.0800	150,500.0000		
Account Classification Total: 5200 - Supplies		\$334,000.00	\$339,874.50	\$357,200.00		
5300 - Services						
5311	Utilities	19,000.0000	20,082.1900	19,000.0000		
5313	Traffic Light Current	12,000.0000	12,549.0200	12,000.0000		
5321	Professional Training	500.0000	500.0000	500.0000		
5322	Conference/Reimb	200.0000	200.0000	200.0000		
5324	Professional Association Dues	160.0000	160.0000	160.0000		
5331	Engineering/Architecture	15,000.0000	21,500.0000	15,000.0000		
5339	Misc Contract Services	97,000.0000	97,025.1600	97,000.0000		
5351	Liability Insurance Deductible	8,000.0000	8,000.0000	8,000.0000		
5352	Motor Vehicle Insurance	8,000.0000	8,000.0000	8,000.0000		
5361	Building Repair/Maintenance	10,000.0000	10,000.0000	10,000.0000		
5365	Utility Line Repair/Maintenance	42,000.0000	42,000.0000	42,000.0000		
5391	Postage	100.0000	100.0000	100.0000		
5397	Uniform Rental	2,000.0000	2,051.6000	2,000.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	1,500.0000		
Account Classification Total: 5300 - Services		\$215,460.00	\$223,667.97	\$215,460.00		
5600 - Capital Purchases						
5632	Motor Vehicles	0.0000	0.0000	393,781.0000		
5633	Machinery and Equipment	15,000.0000	37,375.0000	20,442.0000		
Account Classification Total: 5600 - Capital Purchases		\$15,000.00	\$37,375.00	\$414,223.00		
Department Total: 268 - Street Department		\$1,334,370.00	\$1,403,456.45	\$1,782,362.00		
EXPENSES Total		\$1,334,370.00	\$1,403,456.45	\$1,782,362.00		
Fund EXPENSE	Total: 260 - Street Fund	\$1,334,370.00	\$1,403,456.45	\$1,782,362.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 270 - State Highway Fund						
EXPENSES						
Department: 268 - Street Department						
5200 - Supplies						
5253	Ice Control	55,000.0000	55,000.0000	55,000.0000		
5259	Operating Materials and Supplies	15,000.0000	15,000.0000	15,000.0000		
Account Classification Total: 5200 - Supplies		\$70,000.00	\$70,000.00	\$70,000.00		
5300 - Services						
5313	Traffic Light Current	12,000.0000	12,607.0900	12,000.0000		
5339	Misc Contract Services	3,000.0000	3,000.0000	3,000.0000		
5365	Utility Line Repair/Maintenance	19,000.0000	19,000.0000	22,000.0000		
Account Classification Total: 5300 - Services		\$34,000.00	\$34,607.09	\$37,000.00		
Department Total: 268 - Street Department		\$104,000.00	\$104,607.09	\$107,000.00		
EXPENSES Total		\$104,000.00	\$104,607.09	\$107,000.00		
Fund EXPENSE	Total: 270 - State Highway Fund	\$104,000.00	\$104,607.09	\$107,000.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 310 - General Debt Retirement Fund							
EXPENSES							
Department:		991 - Debt Service					
5400 - Debt Service							
5414		G. O. Bond-Principal	1,883,560.0000	1,883,560.0000	1,644,810.0000		
5424		G. O. Bond-Interest	1,098,180.0000	1,098,180.0000	1,000,100.0000		
Account Classification Total: 5400 - Debt Service			\$2,981,740.00	\$2,981,740.00	\$2,644,910.00		
Department Total: 991 - Debt Service			\$2,981,740.00	\$2,981,740.00	\$2,644,910.00		
EXPENSES Total			\$2,981,740.00	\$2,981,740.00	\$2,644,910.00		
Fund EXPENSE	Total: 310 - General Debt Retirement Fund		\$2,981,740.00	\$2,981,740.00	\$2,644,910.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 330 - Taylor Sq Tief Debt Retirement							
EXPENSES							
Department: 991 - Debt Service							
5400 - Debt Service							
5414		G. O. Bond-Principal	550,000.0000	550,000.0000	555,000.0000		
5424		G. O. Bond-Interest	23,905.0000	23,905.0000	12,005.0000		
Account Classification Total: 5400 - Debt Service			\$573,905.00	\$573,905.00	\$567,005.00		
Department Total: 991 - Debt Service			\$573,905.00	\$573,905.00	\$567,005.00		
EXPENSES Total			\$573,905.00	\$573,905.00	\$567,005.00		
Fund EXPENSE	Total: 330 - Taylor Sq Tief Debt Retirement		\$573,905.00	\$573,905.00	\$567,005.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 710 - Water Fund						
EXPENSES						
Department: 735 - Water Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	41,322.0000	41,322.0000	44,326.0000		
5102	Wages-Staff	270,769.0000	270,769.0000	291,680.0000		
5105	Overtime	15,400.0000	15,400.0000	15,400.0000		
5106	Longevity	2,575.0000	2,575.0000	2,625.0000		
5109	HSA Employer Funding	17,000.0000	17,000.0000	17,000.0000		
5151	PERS Contribution	45,999.0000	45,999.0000	49,354.0000		
5161	Group Insurance	93,697.0000	93,697.0000	93,611.0000		
5164	Workers Compensation	9,363.0000	14,137.7200	7,482.0000		
5166	Medicare	4,786.0000	4,786.0000	5,134.0000		
Account Classification Total: 5100 - Personal Services		\$500,911.00	\$505,685.72	\$526,612.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	6,058.5300	7,500.0000		
5203	Computer Supplies	7,500.0000	7,500.0000	7,500.0000		
5213	Repair and Maintenance Supplies	10,000.0000	10,000.0000	15,000.0000	currently at 110 % of 2022 budget	
5241	Uniforms-Purchased	3,500.0000	3,500.0000	3,500.0000		
5251	MV Gas and Oil	18,500.0000	19,176.9600	20,000.0000	cost of inflation	
5252	Aggregates	41,000.0000	41,301.6800	60,000.0000	Cost of inflation	
5259	Operating Materials and Supplies	90,000.0000	96,213.1200	120,000.0000	Spent 130 % of 2022 budget inflation.	
5263	Meters-Resale	20,000.0000	25,192.0500	20,000.0000		
Account Classification Total: 5200 - Supplies		\$196,000.00	\$208,942.34	\$253,500.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
<i>5300 - Services</i>						
5311	Utilities	16,000.0000	17,575.0600	18,000.0000	inflation cost	
5321	Professional Training	3,800.0000	3,800.0000	3,800.0000		
5322	Conference/Reimb	2,500.0000	2,500.0000	2,500.0000		
5323	Publications	250.0000	250.0000	2,500.0000	We have lead and copper samples and CCR's increase inflation.	
5324	Professional Association Dues	400.0000	400.0000	400.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	20,000.0000	20,650.0000	20,000.0000		
5339	Misc Contract Services	50,000.0000	50,426.6200	50,000.0000		
5351	Liability Insurance Deductible	4,500.0000	4,500.0000	4,500.0000		
5352	Motor Vehicle Insurance	2,750.0000	2,750.0000	2,750.0000		
5361	Building Repair/Maintenance	2,000.0000	2,000.0000	2,000.0000		
5362	Equipment Maintenance	8,000.0000	8,000.0000	10,000.0000	due to inflation.	
5363	MV Repair/Maintenance-External	1,000.0000	1,000.0000	1,000.0000		
5364	MV Repair/Maintenance-Internal	6,000.0000	6,000.0000	6,000.0000		
5365	Utility Line Repair/Maintenance	38,000.0000	38,000.0000	38,000.0000		
5366	Computer Maintenance	12,500.0000	12,500.0000	12,500.0000		
5378	Columbus Contract	5,600,000.0000	6,100,915.4400	5,840,000.0000	4% increase from Columbus	
5379	Other Governmental Billings	15,000.0000	15,000.0000	15,000.0000		
5391	Postage	15,000.0000	15,000.0000	18,000.0000	inflation	
5399	Other Miscellaneous Services	200,000.0000	200,182.5800	380,000.0000	an increase to Sensus Water meters and remote cost and ordering enough to finish out cycle 3 not to mention the purchase for new builds also see 5633 for those purchases	
<i>Account Classification Total: 5300 - Services</i>		\$5,998,200.00	\$6,501,949.70	\$6,427,450.00		
<i>5600 - Capital Purchases</i>						
5611	Buildings	12,500.0000	12,500.0000	12,500.0000		
5631	Furniture and Fixtures	1,000.0000	1,259.9700	1,000.0000		
5632	Motor Vehicles	225,000.0000	225,000.0000	75,000.0000		
5633	Machinery and Equipment	250,000.0000	250,000.0000	350,000.0000	increased due to inflation	
5639	Other Equipment	75,000.0000	225,000.0000	110,000.0000	will need to pay for the RNI though Sensus 30,000	
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$563,500.00	\$713,759.97	\$548,500.00		
Department Total: 735 - Water Division		\$7,258,611.00	\$7,930,337.73	\$7,756,062.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	232,830.0000	232,830.0000	240,350.0000		
5424	G. O. Bond-Interest	22,285.0000	22,285.0000	16,400.0000		
Account Classification Total: 5400 - Debt Service		\$255,115.00	\$255,115.00	\$256,750.00		
Department Total: 991 - Debt Service		\$255,115.00	\$255,115.00	\$256,750.00		
EXPENSES Total		\$7,513,726.00	\$8,185,452.73	\$8,012,812.00		
Fund EXPENSE	Total: 710 - Water Fund	\$7,513,726.00	\$8,185,452.73	\$8,012,812.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 720 - Wastewater/Sewer Fund						
EXPENSES						
Department: 736 - Wastewater Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	41,322.0000	41,322.0000	44,326.0000		
5102	Wages-Staff	305,536.0000	305,536.0000	320,546.0000		
5105	Overtime	3,500.0000	3,500.0000	3,500.0000		
5106	Longevity	1,975.0000	1,975.0000	1,975.0000		
5109	HSA Employer Funding	19,000.0000	19,000.0000	19,000.0000		
5151	PERS Contribution	48,977.0000	48,977.0000	51,499.0000		
5161	Group Insurance	101,836.0000	101,836.0000	101,757.0000		
5164	Workers Compensation	9,995.0000	15,421.6200	7,828.0000		
5166	Medicare	5,109.0000	5,109.0000	5,370.0000		
Account Classification Total: 5100 - Personal Services		\$537,250.00	\$542,676.62	\$555,801.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	5,541.3300	7,500.0000		
5203	Computer Supplies	7,500.0000	7,500.0000	7,500.0000		
5213	Repair and Maintenance Supplies	2,500.0000	2,500.0000	7,500.0000		
5241	Uniforms-Purchased	3,500.0000	3,500.0000	3,500.0000		
5251	MV Gas and Oil	18,500.0000	19,176.9400	20,000.0000	inflation cost	
5252	Aggregates	4,500.0000	4,500.0000	4,500.0000		
5259	Operating Materials and Supplies	65,000.0000	71,213.1300	80,000.0000	6 to 8% inflation increase from all vendors	
Account Classification Total: 5200 - Supplies		\$107,000.00	\$113,931.40	\$130,500.00		
5300 - Services						
5311	Utilities	12,000.0000	12,499.9100	15,000.0000	inflation cost	
5321	Professional Training	4,000.0000	4,000.0000	4,000.0000		
5322	Conference/Reimb	1,000.0000	1,000.0000	1,500.0000		
5324	Professional Association Dues	350.0000	350.0000	500.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	20,000.0000	20,000.0000	20,000.0000		
5339	Misc Contract Services	45,000.0000	45,426.6200	45,000.0000		
5351	Liability Insurance Deductible	1,750.0000	1,750.0000	1,750.0000		
5352	Motor Vehicle Insurance	3,000.0000	3,000.0000	3,000.0000		
5361	Building Repair/Maintenance	9,000.0000	9,000.0000	9,000.0000		
5362	Equipment Maintenance	3,000.0000	3,000.0000	3,000.0000		
5363	MV Repair/Maintenance-External	1,000.0000	1,000.0000	1,000.0000		
5364	MV Repair/Maintenance-Internal	6,000.0000	6,000.0000	6,000.0000		
5365	Utility Line Repair/Maintenance	115,000.0000	246,457.7100	115,000.0000		
5366	Computer Maintenance	15,000.0000	15,000.0000	15,000.0000		
5378	Columbus Contract	5,500,000.0000	6,179,530.5700	5,840,000.0000	5% increase from Columbus	
5391	Postage	12,000.0000	12,000.0000	15,000.0000	increased cost inflation	
5399	Other Miscellaneous Services	200,000.0000	200,182.6000	380,000.0000	inflation cost shared with water department to purchase meters and radios.	
Account Classification Total: 5300 - Services		\$5,948,600.00	\$6,760,697.41	\$6,475,250.00		
5600 - Capital Purchases						
5601	Land	0.0000	3,800.0000	0.0000		
5611	Buildings	12,500.0000	12,500.0000	12,500.0000		
5631	Furniture and Fixtures	1,000.0000	1,259.9700	1,000.0000		
5632	Motor Vehicles	225,000.0000	225,000.0000	75,000.0000	reduced not purchasing any big vehicles	
5633	Machinery and Equipment	250,000.0000	250,000.0000	300,000.0000	cost associated with purchasing MXU's	
5639	Other Equipment	75,000.0000	225,000.0000	100,000.0000	increase for sensus RNI	
Account Classification Total: 5600 - Capital Purchases		\$563,500.00	\$717,559.97	\$488,500.00		
Department Total: 736 - Wastewater Division		\$7,156,350.00	\$8,134,865.40	\$7,650,051.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service							
5400 - Debt Service							
5414		G. O. Bond-Principal	39,000.0000	39,000.0000	0.0000		
5424		G. O. Bond-Interest	972.0000	972.0000	0.0000		
Account Classification Total: 5400 - Debt Service			\$39,972.00	\$39,972.00	\$0.00		
Department Total: 991 - Debt Service			\$39,972.00	\$39,972.00	\$0.00		
EXPENSES Total			\$7,196,322.00	\$8,174,837.40	\$7,650,051.00		
Fund EXPENSE	Total: 720 - Wastewater/Sewer Fund		\$7,196,322.00	\$8,174,837.40	\$7,650,051.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 740 - Storm Water Drainage Fund						
EXPENSES						
Department: 737 - Storm Water Division						
5100 - Personal Services						
5102	Wages-Staff	224,764.0000	224,764.0000	239,135.0000		
5105	Overtime	4,900.0000	4,900.0000	4,900.0000		
5106	Longevity	2,150.0000	2,150.0000	2,425.0000		
5109	HSA Employer Funding	7,000.0000	7,000.0000	7,000.0000		
5151	PERS Contribution	31,754.0000	31,754.0000	33,804.0000		
5161	Group Insurance	38,084.0000	38,084.0000	38,055.0000		
5164	Workers Compensation	6,576.0000	9,888.3500	5,209.0000		
5166	Medicare	3,361.0000	3,361.0000	3,574.0000		
Account Classification Total: 5100 - Personal Services		\$318,589.00	\$321,901.35	\$334,102.00		
5200 - Supplies						
5201	Office Supplies	6,500.0000	6,500.0000	6,500.0000		
5203	Computer Supplies	750.0000	750.0000	750.0000		
5205	Small Tools/Minor Equipment	1,500.0000	1,500.0000	1,500.0000		
5241	Uniforms-Purchased	1,000.0000	1,000.0000	1,600.0000		
5251	MV Gas and Oil	6,000.0000	6,344.0000	7,000.0000		
5252	Aggregates	1,250.0000	1,250.0000	1,250.0000		
5259	Operating Materials and Supplies	47,000.0000	47,000.0000	47,000.0000		
Account Classification Total: 5200 - Supplies		\$64,000.00	\$64,344.00	\$65,600.00		
5300 - Services						
5311	Utilities	7,000.0000	7,370.8000	7,000.0000		
5321	Professional Training	400.0000	400.0000	400.0000		
5322	Conference/Reimb	20.0000	20.0000	20.0000		
5324	Professional Association Dues	220.0000	220.0000	220.0000		
5331	Engineering/Architecture	8,000.0000	33,935.0000	8,000.0000		
5339	Misc Contract Services	42,450.0000	42,950.0000	47,450.0000		
5351	Liability Insurance Deductible	2,250.0000	2,250.0000	2,500.0000		
5352	Motor Vehicle Insurance	2,750.0000	2,750.0000	2,750.0000		
5361	Building Repair/Maintenance	4,000.0000	4,000.0000	4,000.0000		
5364	MV Repair/Maintenance-Internal	3,500.0000	3,500.0000	3,500.0000		
5365	Utility Line Repair/Maintenance	7,500.0000	7,500.0000	7,500.0000		
5378	Columbus Contract	936,000.0000	1,007,623.5300	992,200.0000		
5391	Postage	22,000.0000	22,000.0000	22,000.0000		
5397	Uniform Rental	2,000.0000	2,000.0000	2,000.0000		
5399	Other Miscellaneous Services	40,000.0000	40,182.6000	41,000.0000		
Account Classification Total: 5300 - Services		\$1,078,090.00	\$1,176,701.93	\$1,140,540.00		
5600 - Capital Purchases						
5632	Motor Vehicles	160,000.0000	160,000.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$160,000.00	\$160,000.00	\$0.00		
Department Total: 737 - Storm Water Division		\$1,620,679.00	\$1,722,947.28	\$1,540,242.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service							
5400 - Debt Service							
5414		G. O. Bond-Principal	110,000.0000	110,000.0000	115,000.0000		
5424		G. O. Bond-Interest	13,110.0000	13,110.0000	10,650.0000		
Account Classification Total: 5400 - Debt Service			\$123,110.00	\$123,110.00	\$125,650.00		
Department Total: 991 - Debt Service			\$123,110.00	\$123,110.00	\$125,650.00		
EXPENSES Total			\$1,743,789.00	\$1,846,057.28	\$1,665,892.00		
Fund EXPENSE	Total: 740 - Storm Water Drainage Fund		\$1,743,789.00	\$1,846,057.28	\$1,665,892.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 750 - Solid Waste Fund							
EXPENSES							
Department:		738 - Refuse Collection					
5200 - Supplies							
5201	Office Supplies		2,000.0000	2,000.0000	2,000.0000		
Account Classification Total: 5200 - Supplies			\$2,000.00	\$2,000.00	\$2,000.00		
5300 - Services							
5315	Private Hauler Contract		2,500,000.0000	2,885,947.3900	2,500,000.0000		
5391	Postage		14,000.0000	14,000.0000	14,000.0000		
5399	Other Miscellaneous Services		110,000.0000	120,309.6500	110,000.0000		
Account Classification Total: 5300 - Services			\$2,624,000.00	\$3,020,257.04	\$2,624,000.00		
Department Total: 738 - Refuse Collection			\$2,626,000.00	\$3,022,257.04	\$2,626,000.00		
EXPENSES Total			\$2,626,000.00	\$3,022,257.04	\$2,626,000.00		
Fund EXPENSE Total: 750 - Solid Waste Fund			\$2,626,000.00	\$3,022,257.04	\$2,626,000.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 941 - JEDD1-ETNA-REYNOLDSBURG							
EXPENSES							
Department: 000 - General							
5500 - Transfers/Other							
5529		Miscellaneous Distributions	110,000.0000	790,000.0000	500,000.0000		
Account Classification Total: 5500 - Transfers/Other			\$110,000.00	\$790,000.00	\$500,000.00		
Department Total: 000 - General			\$110,000.00	\$790,000.00	\$500,000.00		
EXPENSES Total			\$110,000.00	\$790,000.00	\$500,000.00		
Fund EXPENSE	Total: 941 - JEDD1-ETNA-REYNOLDSBURG		\$110,000.00	\$790,000.00	\$500,000.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
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Fund: 942 - JEDD2-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	85,000.0000	365,000.0000	75,000.0000
Account Classification Total: 5500 - Transfers/Other		\$85,000.00	\$365,000.00	\$75,000.00
Department Total: 000 - General		\$85,000.00	\$365,000.00	\$75,000.00
EXPENSES Total		\$85,000.00	\$365,000.00	\$75,000.00
Fund EXPENSE	Total: 942 - JEDD2-ETNA-REYNOLDSBURG	\$85,000.00	\$365,000.00	\$75,000.00

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 943 - JEDD3-ETNA-REYNOLDSBURG							
EXPENSES							
Department: 000 - General							
5500 - Transfers/Other							
5529		Miscellaneous Distributions	165,000.0000	650,000.0000	400,000.0000		
Account Classification Total: 5500 - Transfers/Other			\$165,000.00	\$650,000.00	\$400,000.00		
Department Total: 000 - General			\$165,000.00	\$650,000.00	\$400,000.00		
EXPENSES Total			\$165,000.00	\$650,000.00	\$400,000.00		
Fund EXPENSE	Total: 943 - JEDD3-ETNA-REYNOLDSBURG		\$165,000.00	\$650,000.00	\$400,000.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 944 - JEDD4-ETNA-REYNOLDSBURG							
EXPENSES							
Department: 000 - General							
5500 - Transfers/Other							
5529		Miscellaneous Distributions	10,000.0000	60,000.0000	50,000.0000		
Account Classification Total: 5500 - Transfers/Other			\$10,000.00	\$60,000.00	\$50,000.00		
Department Total: 000 - General			\$10,000.00	\$60,000.00	\$50,000.00		
EXPENSES Total			\$10,000.00	\$60,000.00	\$50,000.00		
Fund EXPENSE	Total: 944 - JEDD4-ETNA-REYNOLDSBURG		\$10,000.00	\$60,000.00	\$50,000.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 947 - JEDD 7- REYNOLDSBURG-ETNA							
EXPENSES							
Department: 000 - General							
5500 - Transfers/Other							
5529		Miscellaneous Distributions	0.0000	395,000.0000	250,000.0000		
Account Classification Total: 5500 - Transfers/Other			\$0.00	\$395,000.00	\$250,000.00		
Department Total: 000 - General			\$0.00	\$395,000.00	\$250,000.00		
EXPENSES Total			\$0.00	\$395,000.00	\$250,000.00		
Fund EXPENSE	Total: 947 - JEDD 7- REYNOLDSBURG-ETNA		\$0.00	\$395,000.00	\$250,000.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Fund: 970 - Taylor Sq School Tief									
EXPENSES									
Department:		000 - General							
Project:		0002 - Phase II							
5300 - Services									
5373	Auditor/Treasurer Fees		30,000.0000	30,000.0000	30,000.0000				
Account Classification Total: 5300 - Services			\$30,000.00	\$30,000.00	\$30,000.00				
5500 - Transfers/Other									
5501	Transfers		573,905.0000	573,905.0000	0.0000	567,005	IN ORDINANCE WORDING		
5527	Agency/Tief Distributions		950,250.0000	950,250.0000	0.0000	1042000	IN ORDINANCE WORDING		
Account Classification Total: 5500 - Transfers/Other			\$1,524,155.00	\$1,524,155.00	\$0.00				
Project Total: 0002 - Phase II			\$1,554,155.00	\$1,554,155.00	\$30,000.00				
Department Total: 000 - General			\$1,554,155.00	\$1,554,155.00	\$30,000.00				
EXPENSES Total			\$1,554,155.00	\$1,554,155.00	\$30,000.00				
Fund EXPENSE	Total: 970 - Taylor Sq School Tief		\$1,554,155.00	\$1,554,155.00	\$30,000.00				

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 971 - Brice Main Tif							
EXPENSES							
Department: 000 - General							
5300 - Services							
5373		Auditor/Treasurer Fees	4,000.0000	4,000.0000	4,000.0000		
Account Classification Total: 5300 - Services			\$4,000.00	\$4,000.00	\$4,000.00		
5500 - Transfers/Other							
5527		Agency/Tief Distributions	130,350.0000	130,350.0000		125350 IN ORDINANCE WORDING	
Account Classification Total: 5500 - Transfers/Other			\$130,350.00	\$130,350.00	\$0.00		
Department Total: 000 - General			\$130,350.00	\$130,350.00	\$0.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service							
5400 - Debt Service							
5414		G. O. Bond-Principal	100,000.0000	100,000.0000	75,000.0000		
5424		G. O. Bond-Interest	2,975.0000	2,975.0000	1,275.0000		
Account Classification Total: 5400 - Debt Service			\$102,975.00	\$102,975.00	\$76,275.00		
Department Total: 991 - Debt Service			\$102,975.00	\$102,975.00	\$76,275.00		
EXPENSES Total			\$233,325.00	\$233,325.00	\$80,275.00		
Fund EXPENSE	Total: 971 - Brice Main Tif		\$233,325.00	\$233,325.00	\$80,275.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Fund: 973 - Summit Rd Tif #1									
EXPENSES									
Department:		000 - General							
Project:		4000 - Tiefert-General							
		5300 - Services							
5373	Auditor/Treasurer Fees		1,500.0000	1,500.0000	1,500.0000				
Account Classification Total: 5300 - Services			\$1,500.00	\$1,500.00	\$1,500.00				
Project Total: 4000 - Tiefert-General			\$1,500.00	\$1,500.00	\$1,500.00				
Department Total: 000 - General			\$1,500.00	\$1,500.00	\$1,500.00				
EXPENSES Total			\$1,500.00	\$1,500.00	\$1,500.00				
Fund EXPENSE	Total: 973 - Summit Rd Tif #1		\$1,500.00	\$1,500.00	\$1,500.00				

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 974 - Taylor Rd Tif #1							
EXPENSES							
Department: 000 - General							
Project: 4000 - Tiefert-General							
5300 - Services							
5373	Auditor/Treasurer Fees		500.0000	500.0000	600.0000		
Account Classification Total: 5300 - Services			\$500.00	\$500.00	\$600.00		
5600 - Capital Purchases							
5651	Street Resurfacing		0.0000	250,000.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases			\$0.00	\$250,000.00	\$0.00		
Project Total: 4000 - Tiefert-General			\$500.00	\$250,500.00	\$600.00		
Department Total: 000 - General			\$500.00	\$250,500.00	\$600.00		
EXPENSES Total			\$500.00	\$250,500.00	\$600.00		
Fund EXPENSE	Total: 974 - Taylor Rd Tif #1		\$500.00	\$250,500.00	\$600.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 975 - Taylor Rd Tif #2							
EXPENSES							
Department: 000 - General							
Project: 4000 - Tief-General							
5300 - Services							
5373	Auditor/Treasurer Fees		100.0000	100.0000	100.0000		
Account Classification Total: 5300 - Services			\$100.00	\$100.00	\$100.00		
Project Total: 4000 - Tief-General			\$100.00	\$100.00	\$100.00		
Department Total: 000 - General			\$100.00	\$100.00	\$100.00		
EXPENSES Total			\$100.00	\$100.00	\$100.00		
Fund EXPENSE	Total: 975 - Taylor Rd Tif #2		\$100.00	\$100.00	\$100.00		
EXPENSE GRAND Totals:			\$46,619,105.00	\$51,421,035.92	\$56,357,058.00		

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: November 28, 2022****TO: Public Safety, Law and Courts Committee****RE: Tobacco Retailer License**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
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**AN ORDINANCE ADOPTING CHAPTER 723 TOBACCO RETAIL LICENSE OF
THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO
ESTABLISH THE TOBACCO PRODUCTS SALES LICENSING PROGRAM**

WHEREAS, the City of Reynoldsburg is dedicated to promoting and supporting the health and wellbeing of its residents; and

WHEREAS, there has been dramatic increase in the use of electronic smoking devices and vaping products by persons under the age of twenty-one (21), contributing to the addiction of a new generation of users to tobacco and nicotine; and

WHEREAS, the City of Reynoldsburg desires to ensure proper training and enforcement of the restrictions on the sales of nicotine-containing products to those under the age of 21; and

WHEREAS, in order to promote better training and enforcement on the restrictions of underage sales of nicotine-containing products, the City desires to adopt a Tobacco Retail License Program (the “Program”); and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, the City of Reynoldsburg desires to appoint Franklin County Public Health as its licensing agent for implementation and administration of the Program; and

WHEREAS, the City of Reynoldsburg is a home-rule charter municipality, enabling the City to establish the Program as a proper exercise of the powers of local self government established by the Constitution and laws of the State of Ohio

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

Section 1. That Chapter 723 of the Reynoldsburg Codified Ordinances, entitled “TOBACCO PRODUCT SALES” is hereby adopted to read as follows:

SEE ATTACHED EXHIBIT A

Section 2. The Mayor is hereby authorized to negotiate and enter into a contract with Franklin County Public Health to be its licensing agent for the Tobacco Retail License Program.

Section 3. All deliberations and actions of the public body relating to this Ordinance were taken in an open meeting in compliance with Section 121.22 of the Ohio Revised Code.

Section 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

Ohio Tobacco Retail License Landscape

The Preventing Tobacco Addiction Foundation has analyzed Ohio's statewide tobacco control laws to provide local advocates with a summary of the current landscape. This document highlights the opportunities and best practice methods that exist under Ohio statute in order for local jurisdictions to create a more robust and comprehensive system through the adoption of a local Tobacco Retailer Licensing Program.

RETAIL LICENSE

While Ohio law does require retail dealers of cigarettes to obtain a simple tax permit, it does not require retailers of tobacco products (electronic cigarettes, cigars, hookah, etc.) to obtain any kind of permit or license. The state has no systematic way to know who is selling tobacco and nicotine products.

Opportunity:

Tobacco Retail License should include all tobacco products.

DEFINITIONS

Ohio law does include a comprehensive definition of tobacco products – “tobacco products” includes electronic smoking devices.

Tobacco Product - Any product that is made or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. Tobacco product” also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and liquids used in electronic smoking devices, whether or not they contain nicotine. “Tobacco product” does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).

AGE RESTRICTION

Consistent with federal law, Ohio law prohibits sales of all nicotine and tobacco products to persons under the age of 21.

ENFORCEMENT AGENCY

Ohio's Investigative Unit, an arm of the Ohio State Highway Patrol, is the designated enforcement agency. This unit is understandably designed to prioritize enforcement of criminal law.

Opportunity:

Tobacco sales are a critical health issue and local health departments are better equipped to work with local retailers to ensure compliance.

COMPLIANCE CHECKS

Ohio does not mandate a minimum number of annual compliance checks for underage sales. In the absence of a mandate, historically few checks are ever done.

Opportunity:

Without adequate enforcement, noncompliant retailers take full advantage of this loophole, putting both kids and law-abiding retailers at risk. Each tobacco retailer shall be subject to at least two unannounced compliance checks per year. The health department/designated authority shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter the tobacco retail establishment to attempt to purchase tobacco products.

PENALTIES

Penalties for violation of selling to underage youth are not clearly defined in state code. Nor does state code indicate that selling privileges may be suspended or revoked for repeated underage tobacco sales.

Opportunity:

A TRL (Tobacco Retail License) ordinance should establish a civil penalty structure that holds the retailers accountable; not the clerk or the underage buyer.

Any tobacco retailer found to have violated this [statute/ ordinance] shall be subject to:

- (1) For a first violation, a fine no less than \$500;
- (2) For a second violation within a 36-month period, a fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of seven days;
- (3) For a third violation within a 36-month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days; and
- (4) For a fourth and any subsequent violations within a 36-month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of three years.

AGE VERIFICATION

Identification verification is not required in state code.

Opportunity:

Before distributing any tobacco product, the tobacco retailer or the tobacco retailer's agent or employee shall verify the purchaser is at least 21 years of age by examining the purchaser's government-issued ID if the purchaser appears to be under 30 years of age.

SIGNAGE

Ohio law does require retail establishments to "have posted in a conspicuous place a legibly printed sign in letters at least one-half inch high stating that giving, selling, or otherwise distributing cigarettes, other tobacco products, alternative nicotine products, or papers used to roll cigarettes to a person under twenty-one years of age is prohibited by law."

PURCHASE, USE OR POSSESSION

Under O.R.C. 2151.87, youth under the age of 18 are prohibited from purchase, use or possession of tobacco products.

Opportunity:

Purchase, use, or possession laws are unlikely to reduce youth smoking significantly. Also, they may undermine other conventional avenues of youth discipline, divert attention from more effective tobacco control strategies and relieve the tobacco industry of responsibility for its marketing practices. Some communities are concerned that these provisions may be enforced inconsistently with respect to youth from certain racial and ethnic groups, resulting in their introduction into the criminal justice system.

INTERACT
FOR HEALTH

Your trusted source of health information



PREVENTING TOBACCO
ADDICTION FOUNDATION

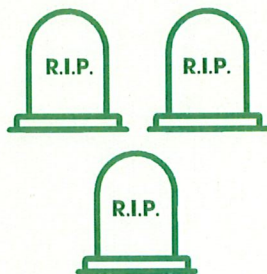
Why Implement A Tobacco Retail License?

In October 2019, Ohio implemented a statewide Tobacco 21 law, and in December 2019, the federal government followed suit, enacting legislation that raised the legal sale age for all nicotine products from 18 to 21 effective across the United States.

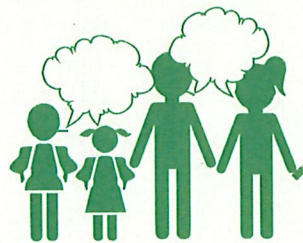
However, no law works unless it is enforced.

Statewide, Ohio has failed to undertake a comprehensive compliance approach to enforce the new minimum legal sales age of 21, and the Food and Drug Administration, which is empowered to enforce federal tobacco sales laws, has historically failed to enforce underage sales laws in Ohio. It has always been up to local authorities to require local retailers to abide by youth protection laws.

Tobacco Retail Licensing (TRL) has become an essential tool in both protecting kids from irresponsible or unscrupulous retailers, and in leveling the playing field for those retailers who do abide by the rules. Current Ohio law has a weak tobacco-tax permit system for cigarettes that ignores e-cigarettes, cigars, hookah and spit tobacco. TRL is therefore a vital regulatory tool that enables localities to monitor tobacco sales, fund compliance efforts, and create effective penalty and suspension structures for repeated violations – it closes the gap in tobacco regulation that was left open by both the federal and state Tobacco 21 laws.



Tobacco products kill more than half a million Americans annually.



3.6 million middle-school and high-school kids use e-cigarettes (vape).



Adolescent vaping quadruples the risk of becoming a long-term smoker.



Youth nicotine addiction substantially increases risk of drug use and mental illness.



95% of current adult smokers began before the age of 21.



Teen vapers are up to 7 times more likely to get COVID-19 than non-e-cigarette users.

A Local Tobacco Retail License Will

The Preventing Tobacco Addiction Foundation has analyzed Ohio's statewide tobacco control laws to provide local advocates with a summary of the current landscape. This document highlights the opportunities and best practice methods that exist under Ohio statute in order for local jurisdictions to create a more robust and comprehensive system through the adoption of a local Tobacco Retailer Licensing Program.

PROTECT KIDS

- Reduces youth initiation to nicotine and tobacco through improved compliance with Tobacco 21 and other tobacco control initiatives.
- Provides foundational support for the implementation of other youth protections such as flavored product restrictions (including menthol), product discounts, tobacco-free pharmacies, mail-order/ internet delivery regulation, and point-of-sale restrictions.
- Allows a municipality to regulate location, density, and types(s) of tobacco retailers permitted to operate in their jurisdiction.

HOLD RETAILERS ACCOUNTABLE

- Establishes a comprehensive list of retailers in the local community, allowing the jurisdiction to adequately monitor retailer compliance while creating a database that can be used for future tobacco control initiatives.
- Authorizes local health departments to inspect tobacco and vape shops and conduct essential compliance checks on a regular basis to ensure retailer compliance.
- Allows local health departments the ability to revoke or suspend a retailer license if they repeatedly violate age-of-sale or other regulations.

FUND ENFORCEMENT

- Supports the federal and Ohio Tobacco 21 laws by providing supplemental local enforcement through an annual license fee at no cost to the taxpayer.
- Creates a self-funding mechanism for administration, retailer education/training and comprehensive enforcement activity.

This document is the short-form, executive summary of "Best Practices In Tobacco Retail Licensing" available on the Tobacco21.org website. Further details and scientific citations are available there.

Local TRL Provides Penalty Structure

1st Violation: Fine no less than \$500

2nd Violation: Fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 7 days

3rd Violation: Fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days

4th and any subsequent violations within a 36-month period

A. 4th Violation: Fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of 3 years.



PREVENTING TOBACCO ADDICTION FOUNDATION

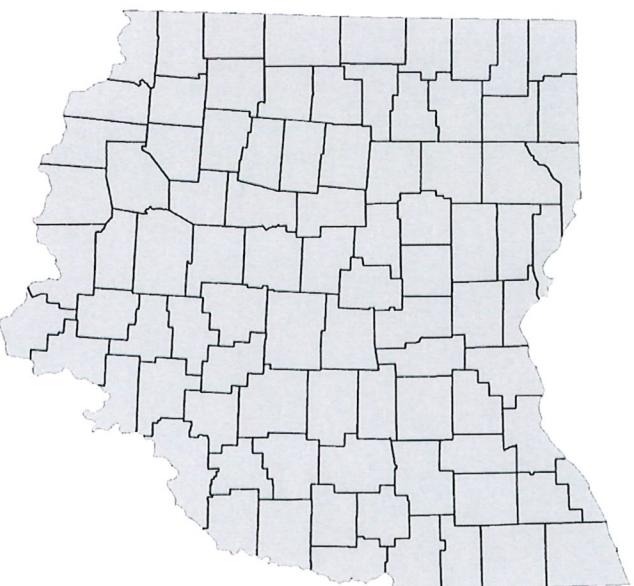
RETAIL ENFORCEMENT:
MISSION CRITICAL



PREVENTING TOBACCO ADDICTION FOUNDATION

Local TRL Policies in Ohio with Local Health Department Enforcement

- ✓Columbus
- ✓Cincinnati
- ✓Brook Park
- ✓Brooklyn
- ✓Cleveland Heights
- ✓Euclid
- ✓Hamilton
- ✓Norwood
- ✓Lakewood
- ✓Springfield
- ✓Maple Heights
- ✓Moreland Hills
- ✓Newburgh Heights
- ✓University Heights



Ohio Tobacco Retail License Model Policy

ORDINANCE NO. [_____]

AN ORDINANCE REGULATING THE SALE OF TOBACCO AND NICOTINE PRODUCTS AND RELATED DEVICES

PURPOSE

Responsible [CITY] retailers recognize the health risks associated with nicotine and tobacco use and addiction, especially for young people. However, U.S. Food and Drug Administration (FDA) data indicate that one in five Ohio retailers illegally sell these products to underage buyers. In addition, tobacco retailers may choose to concentrate near schools and in low-income neighborhoods. [CITY] believes that local licensing and regulation of retailers that sell nicotine and tobacco products offers the best opportunity to protect our children and other vulnerable populations while ensuring a level playing field for all retailers.

WHEREAS, commercial tobacco use is the foremost preventable cause of premature death in America, causing a half million deaths annually, and has been responsible for 20.8 million premature deaths in the U.S. since the first U.S. Surgeon General's report on smoking in 1964;

WHEREAS, [CITY] recognizes that young people are particularly susceptible to the addictive properties of tobacco and nicotine, and that youth who begin using tobacco and nicotine products are more likely to become lifelong users, reversing previous progress in the reduction of the overall tobacco use rate;

WHEREAS, [CITY] has the authority to protect life, health, and safety by requiring tobacco retailers within the [CITY] to obtain and maintain a tobacco retailer license ("TRL") as a condition for engaging in the business of selling tobacco products;

WHEREAS, TRL is an evidence-based strategy to reduce initiation to nicotine and tobacco through improved compliance with Minimum Legal Sales Age (MLSA) and other important tobacco sales regulations;

WHEREAS, TRL is a regulatory tool that further enables [CITY] to monitor tobacco sales, fund compliance efforts, and create effective penalty and suspension structures for repeated violations,

WHEREAS, TRL laws in other communities have been effective in reducing the number of illegal tobacco sales to underage purchasers; now, therefore,

BE IT ORDAINED by the Council of the [CITY], State of Ohio:

Note: The "Purpose" section is part of the ordinance and legislative record, but it usually does not become part of the municipal code. In addition to serving an educational purpose and building political and popular support for the ordinance, the findings can also serve a legal purpose. In the event of litigation, a "Purpose" section will provide a record of the legislature's intent and rationale for the policy. Common findings associated with a comprehensive tobacco control policy will identify health concerns and other problems related to use and/or access to commercial tobacco.

Findings specific to your jurisdiction, such as use rates among local teens and young adults, retailer violations rates, and high tobacco retailer density rates within your jurisdiction, will provide further rationale for your policy and should be included to the extent possible.

DEFINITIONS

Compliance Checks - The system the city uses to investigate and ensure that those authorized to sell tobacco products are following and complying with the requirements of this ordinance. Compliance Checks involve the use of persons over the age of 18, but under the age of 21 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the city or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

Delivery Sale - The sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes but is not limited to the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.

Electronic Smoking Device - Any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance intended to be aerosolized or vaporized during the use of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Moveable Place of Business - Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

Person - Any natural person.

Purchaser - Any person who obtains or attempts to obtain a tobacco product.

Sale - Any transfer of goods for money, trade, barter or other consideration.

Self-Service Display - Any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A vending machine is a form of self-service display.

Tobacco Product - (1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, and pipes. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Tobacco Retail Establishment - Any place of business where tobacco products are available for sale to the general public. The term includes but is not limited to grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

Tobacco Retailer - Any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of any tobacco retail establishment.

Vending Machine - Any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.

Youth-Oriented Facility - Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

LICENSE REQUIRED

- A. Each tobacco retailer engaging in the sale of tobacco products, at each location in this city, shall secure, and display at all times, a tobacco retail sales license from the [Health Department] before engaging or continuing to engage in such business. No tobacco retailer may sell tobacco products without a valid tobacco retail sales license.

While Ohio law does require retail dealers of cigarettes to obtain a simple tax permit, it does not require retailers of tobacco products (electronic cigarettes, cigars, hookah, etc.) to obtain any kind of privilege permit or license. The state has no systematic way to know who is selling tobacco and nicotine products. A true tobacco retail license (TRL) should also include all tobacco and nicotine products.

- B. An application for a license to sell tobacco products must be made on a form provided by the [Health Department]. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary.

Ohio's Investigative Unit, an arm of the Ohio State Highway Patrol, is the designated enforcement agency. This unit is understandably designed to prioritize enforcement of criminal law. Tobacco sales are a critical health issue and local health departments are better-equipped to work with local retailers to ensure compliance.

- C. The [Health Department] may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the [Health Department] approves the application, the license will be issued to the applicant. If the [Health Department] denies the application, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.

Licenses may be denied or fail to be renewed if:

1. The applicant is under 21 years of age;
2. The applicant has had prior suspensions or revocation;
3. The applicant fails to provide any of the information required on the licensing application or provision of false or misleading information;
4. The applicant was convicted within past 5 years of any violation of a federal, state, or local law, ordinance provision or other regulation relating to tobacco products;

5. The applicant has had a license to sell tobacco products suspended or revoked within the preceding 12 months of the date of application;
 6. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license; or
 7. The business for which the license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.
- D. If a license is mistakenly issued or renewed to a person, the city will revoke the license upon the discovery that the person was ineligible for the license under this ordinance. The city will provide the license holder with notice of the revocation, along with information on the right to appeal.
- E. The fee for a tobacco retail sales license shall be set by the Health Department, who shall have the authority to adjust the fee amount from time to time. Such fees shall be calculated to recover the cost of administration and enforcement of this Ordinance, including, but not limited to, issuing licenses, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators. All fees and interest on proceeds from fees shall be used to exclusively fund the administration and enforcement of this Ordinance.
- [CITY] should establish and insert the desired initial application and license fee amounts prior to enacting this ordinance. As a reference, the city of Cincinnati has a \$300 annual tobacco retailer license fee for applications filed in 2019 and authorizes the city council to adjust the license fee from time to time by resolution.
- F. All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.
- G. Such license shall be renewed annually and valid for a period beginning with the date of license to the first day of [Month] next succeeding the date of the license unless sooner revoked as allowed by penalties in this article, or unless the retailer to whom it was issued discontinues business, in either of which cases the holder of the license shall immediately return it to the [Health Department]. A license shall not be transferred from one retailer to another or from one location to another.
- H. A tobacco retail sales license cannot be renewed if the tobacco retailer has outstanding fines pursuant to this ordinance.
- I. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.
- J. No tobacco retail sales license shall be issued or renewed to a tobacco retail sales licensee unless the tobacco retailer signs a form stating that the tobacco retailer has read this ordinance and has provided training to all employees on the sale of tobacco products. Such training shall include information that the sale of tobacco products to persons under 21 years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to persons under 21 years of age shall subject the tobacco retailer to penalties.
- K. Any business found to be selling tobacco products without a license may be issued a No Sales Order for Tobacco Products and be ineligible to receive a tobacco retail license for a period not to exceed three (3) years.

MINIMUM LEGAL SALES AGE FOR TOBACCO PRODUCTS

The sale of any tobacco product to a person under the age of 21 is prohibited.

AGE VERIFICATION

Before distributing any tobacco product, the tobacco retailer or the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. No such verification is required for a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

Identification verification is not required in Ohio state code.

SIGNAGE

No tobacco retailer shall sell, permit the sale of, or furnish tobacco products in the City unless a notice is posted at any location where tobacco products are available for purchase. All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase. The [Health Department] shall provide this notice, which shall state "NO PERSON UNDER THE AGE OF 21 MAY BE SOLD NICOTINE OR TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES." The notice must be at least 14" by 11" and the words on the notice must be legibly printed in a high contrast red color with capitalized letters at least one inch high.

PROHIBITED SALES

No tobacco retailer or their employee or agent shall sell, offer to sell, or furnish tobacco products:

1. By means of any type of vending machine.
2. By means of self-service display. All tobacco products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely
3. By means of delivery sales. All sales of tobacco products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions.
4. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

EDUCATION

The [Health Department] shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this ordinance to persons affected by it, and to guide tobacco retailers and their agents or employees in their compliance. The program may include publication of a brochure for affected tobacco retailers explaining the provisions of this ordinance and signage mandated by this ordinance.

PROXIMITY TO YOUTH-ORIENTED FACILITIES

No license will be granted to any person for a retail establishment location that is within [1,000] feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing license holder who has been licensed to sell tobacco products in that same location for at least one year before the date this section was enacted into law.

RESPONSIBILITY

All licensees are responsible for the actions of their employees regarding the sale, offer to sell, and furnishing of tobacco products on the licensed premises. The sale, offer to sell, or furnishing of any tobacco product by an employee shall be considered an act of the licensee.

ENFORCEMENT

The tobacco retailer shall be subject to at least two unannounced compliance checks per year. The [Health Department/Designated Authority] shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter the tobacco retail establishment to attempt to purchase tobacco products. Unannounced follow-up compliance checks of all non-compliant tobacco retailers are required within three months of any violation of this ordinance. The results of all compliance checks shall be published by the [Health Department] at least annually and made available to the public upon request.

Ohio does not mandate a minimum number of annual compliance checks for underage sales. In the absence of a mandate, historically few checks are ever done. Without adequate enforcement, noncompliant retailers take full advantage of this loophole, putting both kids and law-abiding retailers at risk.

PENALTIES

- A. Tobacco retailers. Any tobacco retailer found to have violated this ordinance in person, by agent, representative, or employee or in any other way shall be subject to: (1) For a first violation, a fine no less than \$500; (2) For a second violation within a 36 month period, a fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of seven days; (3) For a third violation within a 36 month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days; and (4) For a fourth and any subsequent violation within a 36 month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of three years.
- B. Other persons. Any person 21 years of age or older, besides a tobacco retailer or a tobacco retailer's agent or employee, who violates this ordinance is subject to an administrative fine of \$50.
- C. Related violations. A violation of any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products is also a violation of this ordinance. In addition to any other penalty, a tobacco retailer who violates any provision of this ordinance or any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products, shall be subject to penalties stated in this ordinance, including fines and a prohibition of the distribution of tobacco products.
- D. Criminal Prosecution. The City shall not initiate criminal proceedings against any person other than a tobacco retailer for any alleged violation of this ordinance.
- E. Affirmative Defense. It shall be an affirmative defense for any tobacco retailer charged with violation hereof that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative that provided or sold the tobacco products, a valid driver's license or other form of federal or state identification showing that the purchaser was at least twenty-one years of age at the time of the alleged offense.
- F. Exceptions.
 1. The penalties in this ordinance do not apply to a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or their authorized appointees for training, education, research, or enforcement purposes.

2. Nothing in this ordinance prohibits an underage person from handling tobacco products in the course of lawful employment by a tobacco retailer.
3. Nothing in this ordinance prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

Penalties for violations of selling to underage youth are not clearly defined in Ohio state code. Nor does state code indicate that selling privileges may be suspended or revoked for repeated violations.

RULES AND REGULATIONS

The [Health Department] is hereby authorized to promulgate rules and regulations to carry out the purpose and intent of this Ordinance in order to protect the public health, safety, and welfare.

LIBERAL CONSTRUCTION

This ordinance shall be liberally construed so as to further its purposes.

SEVERABILITY

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision of this ordinance that can be given effect without the invalid provision or application. Each invalid provision or application of this ordinance is severable.

EFFECTIVE DATE

This ordinance shall take effect on [effective date].

Tobacco Retail License Model Policy Add-Ons

Additional Provisions That May Be Included in A TRL Ordinance:

Maximum number of licenses.

The maximum number of licenses issued by the city at any time is limited to [X]. When the maximum number of licenses has been issued, the city may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as licenses are not renewed or are revoked. A new applicant who has purchased a business location holding a valid city license will be entitled to first priority, provided the new applicant meets all other application requirements in accordance with this ordinance.

Proximity to other licensed retailers.

No license will be granted to any person for a retail establishment location that is within [2,000] feet of any other existing licensed retail establishment, as measured by the shortest line from the property line of the space to be occupied by the applicant for a license to the nearest property line of the existing licensee. This restriction does not apply to an applicant who has been licensed to sell tobacco products in the same location for at least one year before the date this section was enacted into law.

Pharmacies ineligible for licensure.

No existing license will be eligible for renewal to any pharmacy, including any retail establishment that operates or contains an on-site pharmacy, and no pharmacy or any retail establishment that operates an on-site pharmacy will be granted a new license.

Prohibition on sales of flavored products.

No person shall sell or offer for sale any flavored products. For purposes of this section, "Flavored Products" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a flavored product.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO BY ESTABLISHING NEW CHAPTER 1783, CIGARETTE AND TOBACCO VENDORS; SALES TO PERSONS UNDER 21; TOBACCO RETAILER LICENSE IN REGARDS TO LICENSING FOR AND SALES OF TOBACCO PRODUCTS.

WHEREAS, tobacco kills over 480,000 people in the United States each year, 90% of smokers first try a tobacco product by age 18, and more than 95% of addicted smokers start before age 21; and

WHEREAS, the developing teenage brain is particularly vulnerable to the effects of nicotine, and about 350 youth become regular smokers each day in the United States; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality; and

WHEREAS, the City of Hamilton Board of Health desires to ensure proper training and enforcement of the restrictions on sales of tobacco products to those under the age of 21; and

WHEREAS, this Council has determined that these amended regulations shall be established in the Codified Ordinances of the City of Hamilton as a matter of local self-government and a matter of local police powers;

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

SECTION I: That the Codified Ordinances of the City of Hamilton, Ohio be and are hereby amended and supplemented to enact new Chapter 1783, Cigarette and Tobacco Vendors; Sales to Persons Under 21; Tobacco Retailer License as seen attached hereto as Exhibit No. 1 and incorporated herein by reference.

SECTION II: That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Daniel Tidyman, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in the lobby of City Hall for a period of ten days. POSTED: _____

Daniel Tidyman, City Clerk

Attachment: Tobacco Retail License Ordinance Hamilton Ohio (Tobacco Retailer License)

Ordinance No. _____ (cont'd)

CITY OF HAMILTON, OHIO

Exhibit No. 1

CHAPTER 1783

CIGARETTE AND TOBACCO VENDORS; SALES TO PERSONS UNDER 21; TOBACCO RETAILER LICENSE

- 1783.01 Definitions.
- 1783.02 Posting of Signs.
- 1783.03 Sale to Persons Under 21 Prohibited.
- 1783.04 License Required.
- 1783.07 Transferability of a License.
- 1783.08 Tobacco Vending Machines: Illegal Distribution of Cigarettes or Other Tobacco Products to Minors.
- 1783.09 Out-of-package Sales Prohibited; Tobacco Samples Prohibited.
- 1783.10 Suspension of License; Permit Revocation, Denial, or Suspension.
- 1783.11 Non-retaliation.
- 1783.12 Enforcement and Penalties; Appeals.
- 1783.13 Injunction Relief.
- 1783.14 Severability.
- 1783.15 Other Laws.

1783.01 DEFINITIONS.

As used in this chapter:

- (a) "License" means a license issued by the City of Hamilton for retail sale of tobacco products.
- (b) "Licensee" means the holder of a valid license for the retail sale of tobacco products.
- (c) "Person" means any natural person.
- (d) "Public place" means any area to which the public is invited or in which the public is permitted, including, but not limited to, any right of way, mall or shopping center, park, playground and any other property owned by the City, and any school district or any park district.
- (e) "Tobacco Retailer" means any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean that non-management employees of any tobacco retail establishment.
- (f) "Tobacco retail establishment" means any place of business where tobacco products are available for sale to the general public. The term includes but is not

Ordinance No. _____ (cont'd)

limited to grocery stores, tobacco products shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

(g) "Self-service displays" means any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A tobacco vending machine is a form of self-service display.

(h) "Tobacco product" means (1) Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) Any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to liquids used in electronic smoking device, filters, rolling papers, blunt or hemp wraps, and pipes.

Tobacco product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act.

(i) "Tobacco vending machine" means any machine or device designated for or used for the vending of cigarettes, cigars, tobacco or tobacco products upon the insertion of coins, trade checks or slugs.

(j) "Sale" includes delivery, barter, exchange, transfer or gift, or offer thereof, and each such transaction made by any person, whether as principal, proprietor, agent, servant or employee.

(k) "Possess" or "Possession" means having control over a thing or substance, but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.

(l) "Electronic smoking device" is any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah, electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(m) "Moveable Place of Business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

(n) "Licensed Product" means the term that collectively refers to any tobacco product.

(o) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm's Length Transaction.

Ordinance No. _____ (cont'd)

1783.02 POSTING OF SIGNS.

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Hamilton unless both the tobacco license and a printed notice(s) as outlined herein Section 1783.02(b) is posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco or alternative nicotine products". The City of Hamilton shall provide the license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the license shall be printed by the licensee in accordance to the instructions provided by the Department of Health upon approval of the license application.

1783.03 SALE TO PERSONS UNDER THE AGE OF 21 PROHIBITED.

- (a) No person shall sell any tobacco products to any person under the age of 21.
- (b) Before selling or otherwise distributing any tobacco product the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. Verification is not required of a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

1783.04 LICENSE REQUIRED.

- (a) No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the Commissioner of Health.
- (b) An application for a license must be made on a form provided by the City of Hamilton Health Department. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary. If the Commissioner of Health determines that an application is incomplete, it will be returned to the applicant with notice of the information necessary to make the application complete. The license fee is \$250.00.
- (c) The license term is one calendar year, beginning on March 1. In cases of applications for a new license submitted after March 1 of a given year and more than sixty (60) days before the following March 1, the Commissioner of Health may issue a license for the remainder of the standard term period, but such license term will only extend to the following last day of February.

Ordinance No. _____ (cont'd)

- (d) Any license issued may be suspended or revoked following the procedures set forth in this chapter.
- (e) All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued.
- (f) All licenses must be posted and displayed in a conspicuous location at all times in plain view of the general public in the tobacco retail establishment.
- (g) The renewal of a license issued under this ordinance shall be handled in the same manner as the retail food establishment license process established under Ohio Administrative Code 3701-21. The renewal will be mailed to the establishment 30-60 days prior to March 1 of the calendar year. The renewal application must be received by the City of Hamilton, along with any fees, by March 1 of the calendar year and may face fines if any or all of the renewal application is received after March 1.
- (h) Issuance as privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.
- (i) No person shall distribute samples of any tobacco products free of charge or at a nominal cost. The distribution of tobacco products as a free donation is prohibited.

1783.07 TRANSFERABILITY OF A LICENSE.

- (a) All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.

1783.08 TOBACCO VENDING MACHINES; ILLEGAL DISTRIBUTION OF CIGARETTES OR OTHER TOBACCO PRODUCTS TO MINORS.

- (a) TOBACCO VENDING MACHINES. Any person, firm or corporation that owns, leases, possesses or controls one or more tobacco vending machines shall obtain a valid license for each machine pursuant to Section 1783.04.

1783.09 OUT-OF-PACKAGE SALES PROHIBITED; TOBACCO SAMPLES PROHIBITED.

- (a) OUT-OF-PACKAGE SALES PROHIBITED. It is unlawful to sell cigarettes out of the manufactured package with required health warnings. It is unlawful to sell cigarettes in packages of fewer than twenty cigarettes per package.

1783.10 DENIAL, SUSPENSION, AND REVOCATION OF LICENSE.

- (a) DENIAL OF LICENSE. Grounds for denying the issuance or renewal of a license include, but are not limited to, the following:
 - (1) the applicant is under 21 years of age;

Ordinance No. _____ (cont'd)

- (2) the applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products;
 - (3) the applicant has had a license to sell licensed products suspended or revoked within the preceding thirty-six (36) months of the date of application;
 - (4) the applicant fails to provide the information required on the licensing application or provides false or misleading information;
 - (5) the applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license;
 - (6) the applicant is in arrears with respect to any fine imposed for violation of this Chapter;
 - (7) the business for which the license is requested is a moveable place of business. Only fixed-location tobacco retail establishments are eligible to be licensed.
- (b) For purposes of subdivision (a) of this Section, "applicant" shall include entities with common ownership or management to the entity or natural person listed on the application.
- (c) **SUSPENSION OF LICENSE:** Any license may be suspended for a definite period, not to exceed six (6) months, as determined by the Commissioner of Health. Prior to reinstatement of the license following the expiration of the suspension, the licensee shall remit a One Hundred Dollars (\$100) License reinstatement administration fee. A license may be suspended for the following reasons:
- (1) A business owned or operated by the licensee applicant engaging in the sale of Tobacco Products within the City is the subject of a court order or City resolution or final order declaring such business to be a public nuisance where said nuisance has not been abated, or where the court has ordered that sales of Tobacco Products shall cease pursuant to any temporary restraining order, preliminary injunction, or permanent injunction issued by said court;
 - (2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any Person Under 21 within the city more than one time in the past twelve (12) months;
 - (3) The finding by a federal or state agency or court that the license applicant has violated a federal or state rule or regulation governing the sale of Tobacco Products;
 - (4) Entry of the Commissioner of Health is refused or inspection, or investigation is refused, hindered, or thwarted;
 - (5) For a second or any subsequent violation of this chapter within a thirty-six (36) month period of the first violation; and/or
 - (6) The licensee is in arrears with respect to any fine imposed for any civil penalty levied under this Chapter.

Ordinance No. _____ (cont'd)

(d) REVOCATION OF LICENSE: A license may be revoked for any of the following reasons:

- (1) The licensee applicant is determined to have knowingly included false or misleading information in the license application or renewal license application;
- (2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any Person Under 21 within the City more than one time in the past twelve (12) months;
- (3) Entry of Commissioner of Health is refused, or inspection or investigation is refused, hindered, or thwarted;
- (4) Upon the discovery that the person was ineligible for the license under this ordinance and license was mistakenly issued or renewed to a person;
- (5) A period of suspension imposed under Subsection(c) herein has elapsed and the licensee remains in arrears of payment of such fine or penalty; and/or
- (6) The licensee has been subject to three (3) or more suspensions in the previous thirty-six (36) month period.

1783.11 NON-RETALIATION.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

1783.12 ENFORCEMENT AND PENALTIES; APPEALS.

(a) The City and/or its Commissioner of Health shall have authority to implement and enforce the provisions of this Chapter. All licensed premises must be open to inspection by Hamilton City Health Department inspectors or other authorized designees during regular business hours. The tobacco retail establishment may be subject to two (2) compliance checks per year. The City and/or its Commissioner of Health may enter at reasonable times to inspect or investigate and examine or copy records to determine compliance with this Chapter. The City and/or its Commissioner of Health may apply for and any judge of a court of record may issue an appropriate search warrant necessary to achieve the purposes of this Chapter within the court's territorial jurisdiction. Compliance checks may also include the participation of a person at least 18 years of age, but under the age of 21, to enter the licensed premises to attempt to purchase licensed products. Unannounced follow-up compliance checks of all non-compliant tobacco retail establishments are required within three months of any violation of this ordinance. The results of all compliance checks shall be published by the Hamilton City Health Department at least annually and made available to the public upon request.

(b) If the Commissioner of Health denies the issuance of a license, or suspends or revokes a license, or issues a citation with or without civil penalty for violating this chapter, the Commissioner of Health shall send to the applicant, or licensee, by certified mail, return receipt requested, written notice of the action and the right to an appeal. Upon receipt of written notice of the denial, suspension, or revocation, the licensee subject to license denial or revocation or citation and

Ordinance No. _____ (cont'd)

civil fine shall have the right to appeal to the Board of Health. An appeal must be filed within thirty (30) days after the receipt of notice of the decision. The appellant shall bear the burden of proof. The Board of Health shall be the final, administrative decision maker.

(c) CIVIL PENALTIES. In addition to the denial, suspension, or revocation of a license, the Commissioner of Health may impose the following civil penalties for violations of this Chapter:

- (1) For a first violation, a fine no less than \$500.
- (2) For a second violation within a 36-month period, a fine no less than \$750 and the license shall be suspended a minimum of 30 days no more than 60 days.
- (3) For a third violation within a 36-month period, a fine no less than \$1,000 and the license shall be suspended for a minimum of 30 days.
- (4) For a fourth and any subsequent violations within a 36-month period, the license shall be revoked.

(d) TOBACCO RETAILING WITHOUT A VALID LICENSE. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Commissioner of Health finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any tobacco retailer has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the tobacco retailer's agents or employees, the tobacco retailer shall be ineligible to apply for, or to be issued, a Tobacco Retailer's license as follows:

- (1) After a first violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty (30) days have passed from the date of the violation.
- (2) After a second violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety (90) days have passed from the date of the violation.
- (3) After of a third or subsequent violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until five (5) years have passed from the date of the violation.

(e) ADDITIONAL REMEDIES. The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity.

1783.13 INJUNCTIVE RELIEF.

Ordinance No. _____ (cont'd)

(a) The provisions of Sections 1783.01 through 1783.12 are health ordinances applicable to real property in the City and may be enforced by civil action pursuant to the Revised Code.

(b) Repeated violations of this Chapter may constitute a public nuisance. The Law Director and/or his or her designee may bring a cause of action to abate such nuisance and enjoin the recurrence of such violations and for such other relief may be available at law or in equity.

1783.14 SEVERABILITY.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held to be invalid, such invalidity shall not affect the provisions of this chapter which can be given effect without the invalid provisions or application, and to this end the provisions are declared to be severable.

1783.15 OTHER LAWS.

This Chapter does not intend and shall not be interpreted to regulate any conduct where the regulation of such conduct has been preempted by the United States or the State of Ohio.

CHAPTER 723 TOBACCO RETAIL LICENSE

723.01 DEFINITIONS.

As used in this chapter:

- (a) “Compliance Check” means the system that the City uses to conduct store audits, investigate and ensure compliance with the requirements of this Chapter or the system that Franklin County Public Health uses to conduct store audits to ensure compliance with the requirements of this Chapter.
- (b) “Delivery Sale” means the sale of any tobacco or electronic smoking device or product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes, but is not limited to, the sale of any tobacco or electronic smoking device or product conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (c) “Electronic Smoking Device” means any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device including an electronic cigarette, electronic cigar, electronic hookah, vaping pen, or electronic pipe. The phrase includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (d) “Moveable Place of Business” means any form of business that is operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.
- (e) “Person” means any natural person.
- (f) “Purchaser” means any person who obtains or attempts to obtain a tobacco product or electronic smoking device.
- (g) “Sale” means any transfer of good for money, trade, barter, or other consideration.
- (h) “Self-Service Display” means any display from which customers may select a tobacco produce or electronic smoking device with assistance from the tobacco retailer or the tobacco retailer’s agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer’s agent or employee. A vending machine is a form of self- service display.

- (i) “Tobacco Product” means any product that is made or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. The phrase also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and liquids used in electronic smoking devices, whether or not they contain nicotine. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (j) “Tobacco Retail Establishment” means any place of business where tobacco products or electronic smoking devices are available for sale to the general public. The term includes, but is not limited to, grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.
- (k) “Tobacco Retail License” means the license and Certificate of Compliance issued by the City, through Franklin County Public Health as the City’s licensing agent, to a Tobacco Retail Establishment.
- (l) “Tobacco Retailer” means any person, partnership, joint venture, society, club, trustee, trust, association, organization or corporation who owns, operates, or manages any tobacco retail establishment. The term does not include non-management employees of any tobacco retail establishment.
- (m) “Vending Machine” means any mechanical, electric or electronic, or other type of device that dispenses tobacco products or electronic smoking devices upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product or electronic smoking device.
- (n) “Youth-oriented Facility” means any facility with residents, customers, visitors, or inhabitants of which 25% or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented Facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

723.03 LICENSE REQUIRED

- (a) Each tobacco retailer engaging in the sale of tobacco products, tobacco paraphernalia or electronic smoking devices shall secure and display at all times, a Tobacco Retail License (TRL) Certificate of Compliance issued by Franklin County Public Health under the authority of this Chapter before engaging in or continuing to engage in such business.
- (b) No tobacco retailer shall sell tobacco, tobacco paraphernalia or electronic smoking device

products without a valid Tobacco Retail License (TRL) Certificate of Compliance.

723.05 APPLICATION FOR TOBACCO RETAIL ESTABLISHMENT LICENSE; FEE

- (a) Application for a Tobacco Retail Establishment License shall be made to Franklin County Public Health, the City's licensing agent.
- (b) The application for a Tobacco Retail License shall be maintained by Franklin County Public Health and available online.
- (c) The applicant shall be required to pay a nonrefundable fee in the amount of five hundred dollars (\$500.00), determined to be sufficient to pay the cost of administering this Chapter. The fee may be reduced or waived by the Mayor, in consultation with Franklin County Public Health.

723.07 ISSUANCE OF TOBACCO RETAIL ESTABLISHMENT LICENSE

- (a) Franklin County Public Health shall issue a Tobacco Retail License (TRL) Certificate of Compliance or a renewal of a Tobacco Retail License (TRL) Certificate of Compliance to an applicant pursuant to this Chapter, unless it is found:
 - (1) That the applicant is under 21 years of age;
 - (2) That the applicant has had a license to sell tobacco products revoked within the preceding 12 months of the date of the application;
 - (3) The applicant or licensee is giving, selling, or offering to sell cigarettes, other tobacco products, tobacco product paraphernalia and electronic smoking devices by or from a vending machine;
 - (4) That the applicant has failed to post signage as required by this Chapter;
 - (5) That the applicant has outstanding fines pursuant to this Chapter;
 - (6) That the applicant fails to provide any of the information required by 723.05;
 - (7) That the applicant provides false or misleading information;
 - (8) That the applicant was convicted within the past 5 years of any violation of a federal, state, or local law or regulation relating to tobacco products, tobacco product paraphernalia and electronic smoking devices;
 - (9) An order by a court of competent jurisdiction that a tobacco retail location or temporary tobacco retail sales location owned and/or operated by the licensee

constitutes a public nuisance;

- (10) That the applicant or licensee fails to comply with U.S. Food and Drug Administration regulations, Ohio Revised Code, and city codes relating to building, health and fire.
- (b) Franklin County Public Health shall provide the applicant either a TRL Certificate of Compliance or a written statement that the application was denied and the reason thereof. The License or written statement of denial may be provided electronically.
- (c) Any person who has been denied a TRL Certification of Compliance may appeal such denial in accordance with 723.15.

723.09 POSTING OF SIGNS

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Reynoldsburg unless both the tobacco license and a printed notice(s) as outlined herein Section 723.02(b) is posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco or alternative nicotine products". The City of Reynoldsburg shall provide the license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the license shall be printed by the licensee in accordance to the instructions provided by the Department upon approval of the license application.

723.11 LICENSE EXPIRATION AND RENEWAL

- (a) Franklin County Public Health shall issue Tobacco Retail Licenses on a calendar year basis (January 1 to December 31) or any part thereof and such license(s) shall expire on December 31 following the date of issuance.
- (b) Each Tobacco Retail Establishment shall apply for a renewal of the Establishment's License with Franklin County Public Health no later than 30 days prior to the expiration of the current License.
- (c) A Tobacco Retail License shall not be transferrable. If the address, ownership, or operation of the Establishment transfers, the License shall automatically expire.

723.13 COMPLIANCE CHECKS

- (a) Licensed Tobacco Retail Establishments shall be subject to at least two unannounced Compliance Checks per year to be conducted by Franklin County Public Health.
- (b) Licensed Tobacco Retail Establishments shall be subject to unannounced follow-up Compliance Checks by Franklin County Public Health until compliance is established.
- (c) Compliance Checks may be conducted by the City.
- (d) Compliance Check results shall be published annually by the City and made available by the City or Franklin County Public Health to the public upon request.

723.15 LICENSE DENIAL, SUSPENSION, OR REVOCATION APPEAL

- (a) When the City or its licensing agent determines to deny a TRL application, or to suspend or revoke a TRL Certificate of Compliance, the city or licensing agent shall notify the applicant or licensee in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the applicant or licensee.
- (b) Any establishment who has been denied a Tobacco Retail License (TRL) Certificate of Compliance or has had a Tobacco Retail License (TRL) Certificate of Compliance revoked may appeal that decision within five (5) days of the denial or revocation thereof by filing a written statement with Franklin County Public Health Attn: TRL Appeal. The written statement shall include the applicant's full name and contact information (including mailing address, phone number, and e-mail address), shall state the basis for the appeal, and shall include a summary of all relevant facts and circumstances.
- (c) The Franklin County Public Health Commissioner or his/her designee shall review the written statement, set a time and place for an administrative hearing, provide reasonable notice prior to such hearing, and establish the reasonable procedures, therefore. The hearing shall be held within ten (10) days of submitting the written appeal. The Health Commissioner or his/her designee shall issue a decision on whether to grant or deny the TRL Certificate of Compliance and that decision shall be final.

723.17 NON-RETALIATION

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

723.19 SEVERABILITY

In the event any subsection of this Chapter shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Chapter as a whole or any part thereof other than the part so declared to be invalid or unconstitutional

723.99 ENFORCEMENT AND APPEALS

- (a) The City shall have authority to implement and enforce all provisions of this Chapter. Franklin County Public Health, as the City's licensing agent, shall have authority to conduct Compliance Checks and all licensing functions.
- (b) "Violation" including violation of 537.18 of the Codified Ordinances or a substantially equivalent offense, does not require that the person has been criminally convicted of the violation of 537.18 of the Codified Ordinances or substantially equivalent offense. The city or its licensing agent may determine that a violation has occurred even if no criminal charge has been filed. Acquittal or dismissal of a charge under 537.18 of the Codified Ordinances or any substantially equivalent offense, shall not necessarily absolve a licensee; Chapter 723 is civil in nature, and so the city or its licensing agent may find a violation based upon a preponderance of evidence, rather than proof beyond a reasonable doubt, and are not otherwise required to observe rules of criminal procedure, the exclusionary rule, or confrontation of witnesses;
- (c) Sale of multiple items in violation of 537.18 of the Codified Ordinances or substantially equivalent applicable law, where the sales occur in a single transaction, shall constitute one violation. For example; sale of three packs of cigarettes and a vial of liquid nicotine to a 19-year old in one transaction shall constitute one violation. Sale of one pack of cigarettes to one 19-year old, one pack of cigarettes to the 18-year old next in line, in two transactions, shall constitute two violations.
- (d) In addition to the denial, suspension, or revocation of a license, the city may impose the following civil penalties for violations of 537.18 or any substantially equivalent offense and as a violation of this Chapter:
 - (1) For a first violation, a fine of no less than \$500;
 - (2) For a second violation within a 36-month period, a fine no less than \$750 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a minimum of 7 days;
 - (3) For a third violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a minimum of 30 days;

- (4) For a fourth and any subsequent violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a period of three years.
- (e) The penalties associated with a violation of this Chapter are in addition to, not in lieu of, any other penalty applicable under Ohio law or any other legal remedy available to the City.
 - (f) It is an affirmative defense for any Tobacco Retailer charged with a violation of this Chapter that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative a valid driver's license or other form of federal or state identification showing that the purchaser was at least 21 years of age at the time of the alleged offense.
 - (g) It is not a violation of this Chapter for a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or authorized contractor agents for training, education, research, or enforcement purposes.
 - (h) It is not a violation of this Chapter for a person under the age of 21 to handle tobacco products, tobacco product paraphernalia and electronic smoking devices in the course of lawful employment by a tobacco retailer.
 - (i) It is not a violation of this Chapter for a person to purchase tobacco products, tobacco product paraphernalia and electronic smoking devices as a part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.
 - (j) Enforcement Process. Franklin County Public Health is authorized to do Compliance Checks.
- (1) If a Compliance Check establishes probable cause for violation(s), Franklin County Public Health may take one or more of the following actions to resolve the violation:
- i. The Franklin County Public Health representative may speak to the Tobacco Retailer and attempt to resolve the matter through discussion and/or request that the Tobacco Retailer work with Franklin County Public Health and the City in regards to the issue. The Tobacco Retailer shall be audited for compliance again as soon as practical.
 - ii. Franklin County Public Health may also send a certified letter to the Tobacco Retailer at the address listed on the TRL Certificate of Compliance. The letter shall cite the section number of the code that is being violated and what must be done to bring the establishment into

compliance. The letter will be signed by the Franklin County Public Health employee who has direct knowledge of the violation(s). The Tobacco Retailer shall be audited for compliance again as soon as practical.

- iii. If the Tobacco Retailer has not brought the establishment into compliance with this Chapter within a reasonable amount of time, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.

(2) Notwithstanding the above, if a Compliance Check established probable cause for selling to an underage person, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.

- (k) When the City determines to issue a civil penalty for a violation, the city shall notify the violator in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the violator.
- (l) The City shall not be required to conduct an evidentiary hearing prior to issuing a civil penalty.
- (m) The violator may file a written notice of appeal with the city within 14 days of the date the civil penalty was issued. The civil penalty shall take effect following the expiration of time to file the notice of appeal provided herein.
- (n) The appeal of a civil penalty shall be heard by a licensed attorney, designee of the Mayor.
- (o) During any appeal of a civil penalty under this section, the burden of proof by preponderance of the evidence shall be upon the city. The hearing shall be recorded and exhibits marked to create a record for use in further appeal provided, however, that transcripts need not be ordered unless a notice of appeal to the Court of Common Pleas or Franklin County Municipal Court Environmental Division has been timely filed under R.C. Chapter 2506.
- (p) The Mayor's designee hearing an appeal under this section shall rule on all preliminary and evidentiary matters, and in doing so shall not be strictly bound by the Rules of Evidence, the Rules of Civil Procedure, or the Rules of Appellate Procedure. The hearing officer may establish time limits for the presentation of evidence, determine any non-dispositive preliminary motions, and may continue any hearing on the motion of a party or on its own motion.
- (q) Appeals from decision under division (p) of this section shall proceed according to R.C. Chapter 2506.
- (r) Legal Action. The City may bring legal action to address any violation of this code, any enforcement order, any term or condition of a conditional use, site plan approval,

variance or other entitlement issued by the City, or to collect unpaid fines.

- (s) **ADDITIONAL REMEDIES.** The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity, including injunctive relief.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: November 28, 2022

TO: Public Service and Transportation Committee

RE: 2023 Water Rates

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Amend water rate schedule to a 5% increase to all water users. This increase is 1% over City of Columbus' rate increase of 4% in order to maintain the City's costs and ability to complete maintenance projects.

AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(a) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

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

SECTION 1. That Section 953.01(a) Water Rate Schedule of Chapter 953 Water Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~nine dollars and zero cents~~. NINE DOLLARS AND FORTY FIVE CENTS starting JANUARY 1, 2023. A ten (10%) percent discount shall be applied to seniors (65 and older), but only up to the first ten thousand gallons of consumption.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

SECTION 2. That existing Section 953.01(a) of Chapter 953 Water Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the city to ensure the effective date of January 1, 2023. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Water					Sewer							
2019					2019					2009		
	Collected Dollar Amount	Billed	Percent Collected	CIP WTR	CIP SWR	Collected	Billed	Percent Collected				
Jan	\$476,193.18	\$458,159.25	1.04	\$57,231.00	\$28,463.00	\$464,391.25	\$456,562.83	1.02		4912021.09	853899.0686	
Feb	\$276,676.32	\$259,172.16	1.07	\$32,719.00	\$16,459.00	\$272,539.60	\$263,201.28	1.04				
Mar	\$801,682.45	\$756,871.98	1.06	\$95,667.00	\$46,387.00	\$766,755.42	\$749,600.06	1.02		51155		
Apr	\$443,912.38	\$437,192.39	1.02	\$54,421.00	\$27,097.50	\$434,820.41	\$445,086.50	0.98				
May	\$289,440.05	\$270,242.60	1.07	\$33,435.00	\$16,728.00	\$296,914.44	\$277,980.28	1.07				
June	\$743,168.75	\$776,826.84	0.96	\$96,303.00	\$47,355.50	\$742,920.11	\$785,129.32	0.95		4963176.09		
July	\$508,320.29	\$446,011.40	1.14	\$54,785.00	\$27,303.50	\$501,248.64	\$454,126.63	1.10				
August	\$336,569.86	\$279,737.84	1.20	\$34,332.00	\$17,177.00	\$328,193.45	\$285,913.81	1.15		4014423.17	833327.3631	
September	\$877,004.88	\$841,036.32	1.04	\$101,903.00	\$47,969.50	\$825,049.88	\$795,350.89	1.04		320475.42		
October	\$505,636.69	\$467,849.98	1.08	\$56,101.00	\$27,927.00	\$494,302.43	\$463,950.32	1.07		419262.96		
November	\$302,374.96	\$298,463.00	1.01	\$35,679.00	\$17,781.00	\$298,245.20	\$297,304.00	1.00		2618		
December	\$895,221.11	\$874,961.08	1.02	\$104,955.00	\$50,054.50	\$840,108.20	\$829,472.53	1.01		20540.66		
										199613.61		
Total / Percentage	\$6,456,200.92	\$6,166,524.84	1.05	\$757,531.00	\$370,702.50	\$6,265,489.03	\$6,103,678.45	1.03				
										85399		
2020					2020						5062332.82	
Jan	\$489,007.86	\$463,210.00	1.06	\$55,912.00	\$27,830.50	\$473,620.35	\$463,094.36	1.02		0.534883755		
Feb	\$284,246.93	\$271,545.08	1.05	\$33,316.00	\$16,636.00	\$281,972.66	\$276,919.16	1.02				
Mar	\$785,316.54	\$799,746.59	0.98	\$97,867.00	\$48,264.50	\$750,428.39	\$811,110.09	0.93		-99156.73		
Apr	\$439,672.19	\$469,130.75	0.94	\$56,660.00	\$28,225.00	\$453,816.59	\$476,795.27	0.95				
May	\$312,280.57	\$282,739.00	1.10	\$33,707.00	\$16,862.00	\$318,996.85	\$291,252.56	1.10		2707759.59		
June	\$794,694.13	\$791,942.60	1.00	\$94,460.00	\$46,661.50	\$802,848.18	\$804,616.66	1.00				
July	\$487,391.40	\$465,047.36	1.05	\$55,080.00	\$27,432.50	\$492,881.22	\$474,594.14	1.04				
August	\$343,950.22	\$320,200.16	1.07	\$37,747.00	\$18,848.50	\$343,726.71	\$325,810.14	1.05				
September	\$990,588.43	\$949,327.48	1.04	\$109,536.00	\$52,401.50	\$904,551.21	\$903,315.66	1.00		4.817342317		
October	\$593,210.17	\$555,856.11	1.07	\$67,410.43	\$33,541.73	\$572,976.11	\$546,059.02	1.05		0.06		
November	\$339,575.67	\$331,172.84	1.03	\$38,617.10	\$19,212.05	\$332,544.78	\$327,930.66	1.01		1.62074		
December	\$862,519.25	\$919,752.28	0.94	\$99,870.03	\$48,417.50	\$839,942.63	\$882,532.84	0.95		0.06		
										5.752461		
Total / Percentage	\$6,722,453.36	\$6,619,670.25	1.02	\$780,182.56	\$384,333.28	\$6,568,305.68	\$6,584,030.56	1.00		0.06		
2021					2021							
Water					CIP	Sewer						
	Collected	Billed				Collected	Billed					
Jan	\$556,899.21	\$475,920.54	1.17	\$64,634.10	\$31,556.06	\$535,860.87	\$479,936.40	1.12				
Feb	\$291,318.35	\$277,361.52	1.05	\$33,983.72	\$16,978.36	\$291,322.05	\$284,089.34	1.03				
Mar	\$764,514.93	\$811,051.03	0.94	\$88,657.88	\$43,395.93	\$751,081.11	\$819,691.24	0.92				
Apr	\$553,183.29	\$484,347.60	1.14	\$64,325.42	\$32,016.21	\$561,965.67	\$497,744.01	1.13				
May	\$286,029.28	\$287,205.33	1.00	\$33,136.23	\$16,713.63	\$293,498.28	\$298,597.00	0.98				
June	\$843,291.92	\$841,706.11	1.00	\$98,229.87	\$47,931.43	\$852,293.58	\$851,860.00	1.00		water	sewer	
July	\$515,320.18	\$493,563.38	1.04	\$58,386.46	\$29,054.22	\$517,687.15	\$507,268.70	1.02			CIP	
August	\$317,609.55	\$305,735.67	1.04	\$36,251.75	\$18,064.34	\$322,950.17	\$313,100.92	1.03	Jul-sept	\$195,133.01	\$94,776.51	
September	\$891,857.71	\$933,523.88	0.96	\$100,494.80	\$47,657.95	\$856,789.81	\$896,498.23	1.00				

Attachment: RATESTUDY.2023 10-31-22 (2023 Water Rates)

October	\$566,290.85	543,087.10	1.04	\$63,230.31		\$31,401.68	\$557,151.90	\$540,810.74	1.03			
November	\$346,099.75	322,401.60	1.07	\$38,618.29		\$19,196.15	\$344,731.46	\$324,402.59	1.06			
December	\$942,462.40	960,899.45	0.98	\$106,812.41		\$51,096.11	\$912,481.56	\$929,825.90	0.98	oct-dec	\$208,661.01	\$101,693.94
Total / Percentage	\$6,874,877.42	\$6,736,803.21	1.02	\$786,761.24		\$385,062.07	\$6,797,813.61	\$6,743,825.07	1.01			

	2022			CIP		CIP		2022			
	Water					Sewer					
	Collected	Billed		billed	Collected	Collected	billed	Collected	Billed		
Jan	\$523,145.51	\$489,025.86	1.07	\$55,923.00	\$59,434.70	\$29,484.45	\$27,855.00	\$527,739.60	\$498,712.39	1.06	
Feb	\$284,515.12	\$283,941.28	1.00	\$32,477.00	\$32,491.33	\$16,191.46	\$16,227.00	\$285,996.06	\$293,087.04	0.98	
Mar	\$861,008.27	\$826,183.70	1.04	\$95,005.00	\$95,165.72	\$46,946.05	\$46,816.50	\$864,964.52	\$855,091.75	1.01	
Apr	\$507,243.06	\$500,836.87	1.01	\$56,484.00	\$57,213.97	\$28,485.27	\$28,163.00	\$515,833.35	\$526,198.13	0.98	
May	\$302,373.49	\$291,013.58	1.04	\$32,281.00	\$33,585.15	\$16,855.78	\$16,150.00	\$317,814.78	\$310,293.72	1.02	
June	\$856,339.27	\$898,802.14	0.95	\$99,915.00	\$95,446.52	\$46,752.59	\$49,028.50	\$880,536.92	\$932,079.77	0.94	water
July	\$524,218.91	\$486,093.85	1.08	\$53,757.00	\$57,745.05	\$28,751.46	\$26,796.50	\$541,885.37	\$510,922.13	1.06	sewer
August	\$360,879.71	\$314,955.32	1.15	\$34,293.00	\$36,854.82	\$18,328.41	\$17,059.50	\$353,120.16	\$330,077.77	1.07	CIP Billed
September	\$946,505.77	\$991,421.77	0.95	\$107,743.00	\$102,758.65	\$49,022.81	\$51,456.00	\$927,206.08	\$977,728.48	1.00	Jan-Dec
October	\$312,353.03	\$556,378.99	0.56	\$59,974.00	\$33,304.82	\$16,597.23	\$29,874.00	\$314,847.35	\$569,510.82	0.55	\$771,834.41
November	\$346,099.75	\$346,786.24	1.00	\$37,170.00	\$29,099.28	\$14,496.72	\$18,399.00	\$344,731.46	\$356,170.35	0.97	\$378,921.11
December est	\$942,462.40	960,899.45	0.98	\$106,812.41	\$80,310.77	\$39,597.57	\$51,096.11	\$912,481.56	\$929,825.90	0.98	
Total / Percentage	\$6,767,144.29	\$6,946,339.05	0.97	\$771,834.41	\$713,410.78	\$351,509.80	\$378,921.11	\$6,787,157.21	\$7,089,698.25	0.96	
					0.92		0.93				

	2023			CIP		CIP		2023		
	Water					Sewer				
	Collected	Billed						Collected	Billed	
Jan										
Feb										
Mar										
Apr										
May										
June										
July										
August										
September										
October										
November										
December est										

Attachment: RATESTUDY.2023 10-31-22 (2023 Water Rates)

2010		2011		2012		2013		2014		2015		2016		2017	
gallons		gallons		gallons		Gallons		gallons		gallons		gallons		gallons	
4898864	834,914	4976268	798,217	5335069	818,919	5,385,480	794,319	5494218	794,467	5876388	809266	6258353	809266	6696438	809266
						163,581		377686.2		404633		404633		404633	
149131		63119		63119		0		2731		5462		8193		10924	
				350000		293									
5047995		5039387		5748188		5,549,354		5874635		6286483		6671179		7111994	
3988405	811,693	4245656	815,138	3393121	632,483	4,397,768	811,634	4365026	789,795	4606815	809266	4814122	809266	5054828	809266
328075		350503.9		552070.6		708,503		664164.7		679614.5		710197.2		745707	
398419.9		333013.6		432456		438,219		660556.1		573767.3		585242.6		596947.5	
2732		1262		1200		8,900		19100		10000		10000		10000	
4556		1686.95		38278		146,220		68798		143900		87500		87500	
390102		261438		336467		35,267		654951.2		504633		504633		504633	
182533		394897		229740		190,632		190340		166565		166266		101628	
105199		109407		109562		109,562		109562		109562		109562		109562	
5400022		5697865		5092895		6,035,070		6732498		6794857		6987523		7210806	
0.436245		0.297876		0.461927		0		0.149865		0.073672		0.026368		0.011849	
-352027		-658478		655293.3		-485,716		-857863		-508375		-316344		-98811.2	
2355733		1697255		2352548		1,866,832		1008969		500594.1		184250		85438.85	
						5.42		5.53		5.69		5.95		6.25	
4.91		5.21		5.36		0.01		0.02		0.03		0.05		0.05	
0.02		0.06		0.03		1.82		1.86		1.92		2.00		2.10	
1.65		1.75		1.80		0.01		0.02		0.03		0.05		0.05	
0.02		0.06		0.03		6.78		6.92		7.26		7.73		8.27	
5.87		6.23		6.51		0.04		0.02		0.05		0.07		0.07	
0.02		0.06		0.04											

Attachment: RATESTUDY.2023 10-31-22 (2023 Water Rates)

Utility Increase Comparison									
2023 Rate Increase									
Current Rate		over		Recommended Rate		over			
Sewer Rate 2022	\$9.50	Columbus		for 2023		Columbus		over	
Water Rate 2022	\$9.00	possible				possible		Columbus	
		increase				increase		possible	
Increase from 2022 % Sewer		0.25%	\$10.00	5.50%	\$10.02	0.50%	1.00%	1.00%	\$10.07
Increase from 2022 % Water		0.50%	\$9.41	5.00%	\$9.45	1.00%	1.50%	1.50%	\$9.50
Used On Average Quarterly Usage									
			24000	24000					24000
Water/Sewer Rate 2022/1000 Gallons			\$18.50	\$18.50					\$18.50
Average Current Quarterly Bill			\$444.00	\$444.00					\$444.00
Water/Sewer Rate 2023/1000 gallons			\$19.40	\$19.47					\$19.57
Proposed Average Quarterly Bill			\$465.69	\$467.34					\$469.56
Rate increase water and Sewer 1000 gallon			\$0.90	\$0.97					\$1.07
\$.52 cents is what Columbus is increasing charges too, \$0.45 cent over is Recommended for the total increase to Reynoldsburg Please note that every one is raising cost 6% to 8% ours is 5.25% on average.									

Proposed Rates - 2023

- Water: 4.0%
- Sewer: 5.0%
- Storm: 2.0%

Overall % Increase To Residential Bill:
4.45%

- Average Estimated Quarterly Residential Bill \$ Increase (30 ccf): **\$14.07**
- Average Estimated Annual Residential Bill \$ Increase (30 ccf): **\$56.29**
- Low income and senior discounts continue.

History

- 2020 Rates (3% Water, 3% Sewer, 2% Storm – 2.95%)
- 2021 Rates (2% Water, 3% Sewer, 1% Storm – 2.49%)
- 2022 Rates (4% Water, 5% Sewer, 3% Storm – 4.49%)
- 2023 SWAB Projections in 2021 (5% Water, 6% Sewer, 2% Storm – 5.45%)

Proposed 2023 Rates

(Based on Quarterly Consumption of 30 CCF and 17 CCF)

➤ INSIDE CITY

- Average Estimated **Residential** Quarterly Bill Increase (4.45%):

At 30 ccf - \$316.25 to \$330.32 – (a \$14.07 quarterly increase, \$56.29 annual)

At 17 ccf - \$206.41 to \$215.46 – (a \$9.05 quarterly increase, \$36.18 annual)

➤ LOW INCOME CUSTOMER

- Average Estimated **Residential** Quarterly Bill Increase (4.42%):

At 30 ccf - \$266.61 to \$278.40 – (a \$11.79 quarterly increase; \$47.18 annual)

At 17 ccf - \$178.73 to \$186.50 – (a \$7.77 quarterly increase; \$31.09 annual)

➤ OUTSIDE CITY (Suburban)

- Average Estimated **Residential** Quarterly Bill Increase (4.51%):

At 30 ccf - \$348.61 to \$364.36 – (a \$15.75 quarterly increase, \$63.00 annual)

At 17 ccf - \$218.92 to \$228.79 – (a \$9.87 quarterly increase, \$39.49 annual)

- Outside City (suburban) may have **additional surcharges** added by political subdivision. No storm for Outside City.

- Avg. residential home uses 139 gallons per day with 2.5 residents living in the home, equating to 55.6 gallons per person per day. Or 16.72 ccf per quarter

Greater Columbus Area Water and Sewer - Rates & Average Monthly Billing

Suburban Communities	Water			Sewer		2022 Average Water & Sewer Quarterly Bill (Residential)		2022 Average Water & Sewer Monthly Bill (Residential)	
	Base Rates		Suburban Water Surcharge	Base Rates	Suburban Sewer Surcharge	Low (32 CCF)	High (40 CCF)	Low	High
	First 5 CCF	Over 5 CCF							
Columbus	3.1/CCF	3.44/CCF		4.64/CCF		\$ 318.80	\$ 383.44	\$ 106.27	\$ 127.81
Suburban Communities	4.03/CCF	4.472/CCF		5.06/CCF		\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Brice			10%		10%	\$ 382.30	\$ 466.18	\$ 127.43	\$ 155.39
Brookside Estates			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Dublin			0.315/CCF		1.275/CCF	\$ 403.34	\$ 492.32	\$ 134.45	\$ 164.11
Grandview			0.12		0.12	\$ 360.14	\$ 438.32	\$ 120.05	\$ 146.11
Grove City			0.315/CCF		0.355/CCF	\$ 373.90	\$ 455.52	\$ 124.63	\$ 151.84
					2 monthly min				
Groveport			0.15			\$ 372.93	\$ 454.56	\$ 124.31	\$ 151.52
Hamilton Meadows			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Hilliard			0.1425		0.1	\$ 396.98	\$ 482.38	\$ 132.33	\$ 160.79
Marblecliff			10%		15%	\$ 390.40	\$ 476.30	\$ 130.13	\$ 158.77
Minerva Park			0.55/CCF		0.086/CCF	\$ 372.81	\$ 454.16	\$ 124.27	\$ 151.39
			0.096 daily base		0.178 Daily Base				
New Albany						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Obetz						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Rickenbacker						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Ridgewood			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Riverlea						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Upper Arlington			15%		23%	\$ 410.18	\$ 501.11	\$ 136.73	\$ 167.04
Urbancrest			0.2/CCF or		0.2/CCF or	\$ 365.26	\$ 444.72	\$ 121.75	\$ 148.24
			1.08 monthly min		1.08 Monthly min				
Valleyview						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Village Park			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Whitehall			\$5.15		\$2.37	\$ 359.98	\$ 436.24	\$ 119.99	\$ 145.41
Worthington			0.075/CCF		0.075/CCF	\$ 357.26	\$ 434.72	\$ 119.09	\$ 144.91
Gahanna	First 3,000 Gal	Over 3,000 Gal		\$9.60/1000 Gal		\$ 451.94	\$ 564.93	\$ 150.65	\$ 188.31
	\$9.28/1000 Gal	Supply Cost							
Reynoldsburg	\$8.57/1000 Gal			\$8.92/1000 Gal		\$ 418.67	\$ 523.34	\$ 139.56	\$ 174.45
Southwest Licking Water & Sewer District	First 2,000 Gal	2,000 - 40,000 Gal		First 2,000 Gal	Over 2,000 Gal	\$ 459.89	\$ 552.71	\$ 153.30	\$ 184.24
	\$18.08	\$5.33/1000 Gal		\$42.48	\$10.18/1000 Gal				

Attachment: 2022 Greater Columbus Area Water Sewer Rates (2023 Water Rates)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 28, 2022**

TO: **Public Service and Transportation Committee**

RE: 2023 Wastewater Rates

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
-------------------------	--------------------------	--------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

City of Columbus is charging us a 5% increase in sewer rates for 2022. We will be increasing our sewer rate 0.5% higher than Columbus to allow for inflation and cost of living increases from 2022 for the City of Reynoldsburg and to maintain the City's costs and ability to complete maintenance projects.

I am requesting an ordinance authorizing to increase 2023 wastewater rate from (\$9.50) per 1,000 gallons, to ten dollars and two cent (\$10.02) per 1,000 gallons of usage. It is a 5.5% increase from 2022.

Amend Wastewater Rate Schedule 5.5%, which increase to all Wastewater users, this increase is 0.5 % over City of Columbus rate.

AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

SECTION 1. That Section 945.02(c) Rate Schedule of Chapter 945 Sewer Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

945.02 Sewer Rate Schedule

(a) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective ~~January 1, 2022 nine dollars and fifty cents (\$9.50) per 1,000 gallons~~ January 1, 2023 AT THE RATE OF TEN DOLLARS AND TWO CENTS (\$10.02) PER 1,000 GALLONS.

SECTION 2. That existing Section 945.02(c) of Chapter 945 Sewer Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the city to ensure the effective date of January 1, 2023. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Utility Increase Comparison									
2023 Rate Increase									
Current Rate							Recommended Rate		
Sewer Rate 2022	\$9.50	over					for 2023	over	
Water Rate 2022	\$9.00	Columbus possible increase						Columbus possible increase	
Increase from 2022 % Sewer									
Increase from 2022 % Water									
sed On Average Quarterly Usage									
Water/Sewer Rate 2022/1000 Gallons									
Average Current Quarterly Bill									
d Water/Sewer Rate 2023/1000 gallons									
Proposed Average Quarterly Bill									
l rate increase water and Sewer 1000 gallon									
\$.52 cents is what Columbus is increasing charges too, \$0.45 cent over is Recommended for the total increase to Reynoldsburg Please note that every one is raising cost 6% to 8% ours is 5.25% on average.									

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	Dollar Amount		Collected					Collected							
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Feb	\$276,676.32	\$259,172.16	1.07	\$32,719.00	\$16,459.00	\$272,539.60	\$263,201.28	1.04							
Mar	\$801,682.45	\$756,871.98	1.06	\$95,667.00	\$46,387.00	\$766,755.42	\$749,600.06	1.02		51155					
Apr	\$443,912.38	\$437,192.39	1.02	\$54,421.00	\$27,097.50	\$434,820.41	\$445,086.50	0.98							
May	\$289,440.05	\$270,242.60	1.07	\$33,435.00	\$16,728.00	\$296,914.44	\$277,980.28	1.07							
June	\$743,168.75	\$776,826.84	0.96	\$96,303.00	\$47,355.50	\$742,920.11	\$785,129.32	0.95		4963176.09					
July	\$508,320.29	\$446,011.40	1.14	\$54,785.00	\$27,303.50	\$501,248.64	\$454,126.63	1.10							
August	\$336,569.86	\$279,737.84	1.20	\$34,332.00	\$17,177.00	\$328,193.45	\$285,913.81	1.15		4014423.17	833327.3631				
September	\$877,004.88	\$841,036.32	1.04	\$101,903.00	\$47,969.50	\$825,049.88	\$795,350.89	1.04		320475.42					
October	\$505,636.69	\$467,849.98	1.08	\$56,101.00	\$27,927.00	\$494,302.43	\$463,950.32	1.07		419262.96					
November	\$302,374.96	\$298,463.00	1.01	\$35,679.00	\$17,781.00	\$298,245.20	\$297,304.00	1.00		2618					
December	\$895,221.11	\$874,961.08	1.02	\$104,955.00	\$50,054.50	\$840,108.20	\$829,472.53	1.01		20540.66					
										199613.61					
Total / Percentage	\$6,456,200.92	\$6,166,524.84	1.05	\$757,531.00	\$370,702.50	\$6,265,489.03	\$6,103,678.45	1.03							
										85399					
2020					2020					5062332.82					
Jan	\$489,007.86	\$463,210.00	1.06	\$55,912.00	\$27,830.50	\$473,620.35	\$463,094.36	1.02		0.534883755					
Feb	\$284,246.93	\$271,545.08	1.05	\$33,316.00	\$16,636.00	\$281,972.66	\$276,919.16	1.02							
Mar	\$785,316.54	\$799,746.59	0.98	\$97,867.00	\$48,264.50	\$750,428.39	\$811,110.09	0.93		-99156.73					
Apr	\$439,672.19	\$469,130.75	0.94	\$56,660.00	\$28,225.00	\$453,816.59	\$476,795.27	0.95							
May	\$312,280.57	\$282,739.00	1.10	\$33,707.00	\$16,862.00	\$318,996.85	\$291,252.56	1.10		2707759.59					
June	\$794,694.13	\$791,942.60	1.00	\$94,460.00	\$46,661.50	\$802,848.18	\$804,616.66	1.00							
July	\$487,391.40	\$465,047.36	1.05	\$55,080.00	\$27,432.50	\$492,881.22	\$474,594.14	1.04							
August	\$343,950.22	\$320,200.16	1.07	\$37,747.00	\$18,848.50	\$343,726.71	\$325,810.14	1.05							
September	\$990,588.43	\$949,327.48	1.04	\$109,536.00	\$52,401.50	\$904,551.21	\$903,315.66	1.00		4.817342317					
October	\$593,210.17	\$555,856.11	1.07	\$67,410.43	\$33,541.73	\$572,976.11	\$546,059.02	1.05		0.06					
November	\$339,575.67	\$331,172.84	1.03	\$38,617.10	\$19,212.05	\$332,544.78	\$327,930.66	1.01		1.62074					
December	\$862,519.25	\$919,752.28	0.94	\$99,870.03	\$48,417.50	\$839,942.63	\$882,532.84	0.95		0.06					
										5.752461					
Total / Percentage	\$6,722,453.36	\$6,619,670.25	1.02	\$780,182.56	\$384,333.28	\$6,568,305.68	\$6,584,030.56	1.00		0.06					
2021					2021										
Water					CIP	Sewer									
	Collected	Billed				Collected	Billed								
Jan	\$556,899.21	\$475,920.54	1.17	\$64,634.10	\$31,556.06	\$535,860.87	\$479,936.40	1.12							
Feb	\$291,318.35	\$277,361.52	1.05	\$33,983.72	\$16,978.36	\$291,322.05	\$284,089.34	1.03							
Mar	\$764,514.93	\$811,051.03	0.94	\$88,657.88	\$43,395.93	\$751,081.11	\$819,691.24	0.92							
Apr	\$553,183.29	\$484,347.60	1.14	\$64,325.42	\$32,016.21	\$561,965.67	\$497,744.01	1.13							
May	\$286,029.28	\$287,205.33	1.00	\$33,136.23	\$16,713.63	\$293,498.28	\$298,597.00	0.98							
June	\$843,291.92	\$841,706.11	1.00	\$98,229.87	\$47,931.43	\$852,293.58	\$851,860.00	1.00		water		sewer			
July	\$515,320.18	\$493,563.38	1.04	\$58,386.46	\$29,054.22	\$517,687.15	\$507,268.70	1.02							
August	\$317,609.55	\$305,735.67	1.04	\$36,251.75	\$18,064.34	\$322,950.17	\$313,100.92	1.03							
September	\$891,857.71	\$933,523.88	0.96	\$100,494.80	\$47,657.95	\$856,789.81	\$896,498.23	1.00		Jul-sept	\$195,133.01	CIP	\$94,776.51		

Attachment: RATESTUDY.2023 10-31-22 (2023 Wastewater Rates)

October	\$566,290.85	543,087.10	1.04	\$63,230.31		\$31,401.68	\$557,151.90	\$540,810.74	1.03			
November	\$346,099.75	322,401.60	1.07	\$38,618.29		\$19,196.15	\$344,731.46	\$324,402.59	1.06			
December	\$942,462.40	960,899.45	0.98	\$106,812.41		\$51,096.11	\$912,481.56	\$929,825.90	0.98	oct-dec	\$208,661.01	\$101,693.94
Total / Percentage	\$6,874,877.42	\$6,736,803.21	1.02	\$786,761.24		\$385,062.07	\$6,797,813.61	\$6,743,825.07	1.01			

	2022			CIP		CIP		2022			
	Water					Sewer					
	Collected	Billed		billed	Collected	Collected	billed	Collected	Billed		
Jan	\$523,145.51	\$489,025.86	1.07	\$55,923.00	\$59,434.70	\$29,484.45	\$27,855.00	\$527,739.60	\$498,712.39	1.06	
Feb	\$284,515.12	\$283,941.28	1.00	\$32,477.00	\$32,491.33	\$16,191.46	\$16,227.00	\$285,996.06	\$293,087.04	0.98	
Mar	\$861,008.27	\$826,183.70	1.04	\$95,005.00	\$95,165.72	\$46,946.05	\$46,816.50	\$864,964.52	\$855,091.75	1.01	
Apr	\$507,243.06	\$500,836.87	1.01	\$56,484.00	\$57,213.97	\$28,485.27	\$28,163.00	\$515,833.35	\$526,198.13	0.98	
May	\$302,373.49	\$291,013.58	1.04	\$32,281.00	\$33,585.15	\$16,855.78	\$16,150.00	\$317,814.78	\$310,293.72	1.02	
June	\$856,339.27	\$898,802.14	0.95	\$99,915.00	\$95,446.52	\$46,752.59	\$49,028.50	\$880,536.92	\$932,079.77	0.94	water
July	\$524,218.91	\$486,093.85	1.08	\$53,757.00	\$57,745.05	\$28,751.46	\$26,796.50	\$541,885.37	\$510,922.13	1.06	sewer
August	\$360,879.71	\$314,955.32	1.15	\$34,293.00	\$36,854.82	\$18,328.41	\$17,059.50	\$353,120.16	\$330,077.77	1.07	CIP Billed
September	\$946,505.77	\$991,421.77	0.95	\$107,743.00	\$102,758.65	\$49,022.81	\$51,456.00	\$927,206.08	\$977,728.48	1.00	Jan-Dec
October	\$312,353.03	\$556,378.99	0.56	\$59,974.00	\$33,304.82	\$16,597.23	\$29,874.00	\$314,847.35	\$569,510.82	0.55	\$771,834.41
November	\$346,099.75	\$346,786.24	1.00	\$37,170.00	\$29,099.28	\$14,496.72	\$18,399.00	\$344,731.46	\$356,170.35	0.97	\$378,921.11
December est	\$942,462.40	960,899.45	0.98	\$106,812.41	\$80,310.77	\$39,597.57	\$51,096.11	\$912,481.56	\$929,825.90	0.98	
Total / Percentage	\$6,767,144.29	\$6,946,339.05	0.97	\$771,834.41	\$713,410.78	\$351,509.80	\$378,921.11	\$6,787,157.21	\$7,089,698.25	0.96	
					0.92		0.93				

	2023			CIP			CIP			2023	
	Water						Sewer				
	Collected	Billed								Collected	Billed
Jan											
Feb											
Mar											
Apr											
May											
June											
July											
August											
September											
October											
November											
December est											

Attachment: RATESTUDY.2023 10-31-22 (2023 Wastewater Rates)

2010		2011		2012		2013		2014		2015		2016		2017	
gallons		gallons		gallons		Gallons		gallons		gallons		gallons		gallons	
4898864	834,914	4976268	798,217	5335069	818,919	5,385,480	794,319	5494218	794,467	5876388	809266	6258353	809266	6696438	809266
						163,581		377686.2		404633		404633		404633	
149131		63119		63119		0		2731		5462		8193		10924	
				350000		293									
5047995		5039387		5748188		5,549,354		5874635		6286483		6671179		7111994	
3988405	811,693	4245656	815,138	3393121	632,483	4,397,768	811,634	4365026	789,795	4606815	809266	4814122	809266	5054828	809266
328075		350503.9		552070.6		708,503		664164.7		679614.5		710197.2		745707	
398419.9		333013.6		432456		438,219		660556.1		573767.3		585242.6		596947.5	
2732		1262		1200		8,900		19100		10000		10000		10000	
4556		1686.95		38278		146,220		68798		143900		87500		87500	
390102		261438		336467		35,267		654951.2		504633		504633		504633	
182533		394897		229740		190,632		190340		166565		166266		101628	
105199		109407		109562		109,562		109562		109562		109562		109562	
5400022		5697865		5092895		6,035,070		6732498		6794857		6987523		7210806	
0.436245		0.297876		0.461927		0		0.149865		0.073672		0.026368		0.011849	
-352027		-658478		655293.3		-485,716		-857863		-508375		-316344		-98811.2	
2355733		1697255		2352548		1,866,832		1008969		500594.1		184250		85438.85	
						5.42		5.53		5.69		5.95		6.25	
4.91		5.21		5.36		0.01		0.02		0.03		0.05		0.05	
0.02		0.06		0.03		1.82		1.86		1.92		2.00		2.10	
1.65		1.75		1.80		0.01		0.02		0.03		0.05		0.05	
0.02		0.06		0.03		6.78		6.92		7.26		7.73		8.27	
5.87		6.23		6.51		0.04		0.02		0.05		0.07		0.07	
0.02		0.06		0.04											

Attachment: RATESTUDY.2023 10-31-22 (2023 Wastewater Rates)

Proposed Rates - 2023

- Water: 4.0%
- Sewer: 5.0%
- Storm: 2.0%

Overall % Increase To Residential Bill:
4.45%

- Average Estimated Quarterly Residential Bill \$ Increase (30 ccf): **\$14.07**
- Average Estimated Annual Residential Bill \$ Increase (30 ccf): **\$56.29**
- Low income and senior discounts continue.

History

- 2020 Rates (3% Water, 3% Sewer, 2% Storm – 2.95%)
- 2021 Rates (2% Water, 3% Sewer, 1% Storm – 2.49%)
- 2022 Rates (4% Water, 5% Sewer, 3% Storm – 4.49%)
- 2023 SWAB Projections in 2021 (5% Water, 6% Sewer, 2% Storm – 5.45%)

Proposed 2023 Rates

(Based on Quarterly Consumption of 30 CCF and 17 CCF)

➤ INSIDE CITY

- Average Estimated **Residential** Quarterly Bill Increase (4.45%):

At 30 ccf - \$316.25 to \$330.32 – (a \$14.07 quarterly increase, \$56.29 annual)

At 17 ccf - \$206.41 to \$215.46 – (a \$9.05 quarterly increase, \$36.18 annual)

➤ LOW INCOME CUSTOMER

- Average Estimated **Residential** Quarterly Bill Increase (4.42%):

At 30 ccf - \$266.61 to \$278.40 – (a \$11.79 quarterly increase; \$47.18 annual)

At 17 ccf - \$178.73 to \$186.50 – (a \$7.77 quarterly increase; \$31.09 annual)

➤ OUTSIDE CITY (Suburban)

- Average Estimated **Residential** Quarterly Bill Increase (4.51%):

At 30 ccf - \$348.61 to \$364.36 – (a \$15.75 quarterly increase, \$63.00 annual)

At 17 ccf - \$218.92 to \$228.79 – (a \$9.87 quarterly increase, \$39.49 annual)

- Outside City (suburban) may have **additional surcharges** added by political subdivision. No storm for Outside City.

- Avg. residential home uses 139 gallons per day with 2.5 residents living in the home, equating to 55.6 gallons per person per day. Or 16.72 ccf per quarter

Greater Columbus Area Water and Sewer - Rates & Average Monthly Billing

Suburban Communities	Water			Sewer		2022 Average Water & Sewer Quarterly Bill (Residential)		2022 Average Water & Sewer Monthly Bill (Residential)	
	Base Rates		Suburban Water Surcharge	Base Rates	Suburban Sewer Surcharge	Low (32 CCF)	High (40 CCF)	Low	High
	First 5 CCF	Over 5 CCF							
Columbus	3.1/CCF	3.44/CCF		4.64/CCF		\$ 318.80	\$ 383.44	\$ 106.27	\$ 127.81
Suburban Communities	4.03/CCF	4.472/CCF		5.06/CCF		\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Brice			10%		10%	\$ 382.30	\$ 466.18	\$ 127.43	\$ 155.39
Brookside Estates			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Dublin			0.315/CCF		1.275/CCF	\$ 403.34	\$ 492.32	\$ 134.45	\$ 164.11
Grandview			0.12		0.12	\$ 360.14	\$ 438.32	\$ 120.05	\$ 146.11
Grove City			0.315/CCF		0.355/CCF	\$ 373.90	\$ 455.52	\$ 124.63	\$ 151.84
					2 monthly min				
Groveport			0.15			\$ 372.93	\$ 454.56	\$ 124.31	\$ 151.52
Hamilton Meadows			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Hilliard			0.1425		0.1	\$ 396.98	\$ 482.38	\$ 132.33	\$ 160.79
Marblecliff			10%		15%	\$ 390.40	\$ 476.30	\$ 130.13	\$ 158.77
Minerva Park			0.55/CCF		0.086/CCF	\$ 372.81	\$ 454.16	\$ 124.27	\$ 151.39
			0.096 daily base		0.178 Daily Base				
New Albany						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Obetz						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Rickenbacker						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Ridgewood			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Riverlea						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Upper Arlington			15%		23%	\$ 410.18	\$ 501.11	\$ 136.73	\$ 167.04
Urbancrest			0.2/CCF or		0.2/CCF or	\$ 365.26	\$ 444.72	\$ 121.75	\$ 148.24
			1.08 monthly min		1.08 Monthly min				
Valleyview						\$ 352.46	\$ 428.72	\$ 117.49	\$ 142.91
Village Park			1.97/CCF		0.59/CCF	\$ 434.38	\$ 531.12	\$ 144.79	\$ 177.04
Whitehall			\$5.15		\$2.37	\$ 359.98	\$ 436.24	\$ 119.99	\$ 145.41
Worthington			0.075/CCF		0.075/CCF	\$ 357.26	\$ 434.72	\$ 119.09	\$ 144.91
Gahanna	First 3,000 Gal	Over 3,000 Gal		\$9.60/1000 Gal		\$ 451.94	\$ 564.93	\$ 150.65	\$ 188.31
	\$9.28/1000 Gal	Supply Cost							
Reynoldsburg	\$8.57/1000 Gal			\$8.92/1000 Gal		\$ 418.67	\$ 523.34	\$ 139.56	\$ 174.45
Southwest Licking Water & Sewer District	First 2,000 Gal	2,000 - 40,000 Gal		First 2,000 Gal	Over 2,000 Gal	\$ 459.89	\$ 552.71	\$ 153.30	\$ 184.24
	\$18.08	\$5.33/1000 Gal		\$42.48	\$10.18/1000 Gal				

Attachment: 2022 Greater Columbus Area Water Sewer Rates (2023 Wastewater Rates)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: Amend Chapter 160

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
-------------------------	--------------------------	--------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity for Emergency passage: Financial needs of city government.

**AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 AUTHORIZED
POSITIONS, PERSONNEL, CLASSIFICATIONS AND PAY GRADES FOR THE CITY
OF REYNOLDSBURG, OHIO**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Chapter 160, Section 160.02 Authorized Positions, Personnel Classifications and Pay Grade, Sections (a) Administration, (d) Human Resources (e) Parks and Recreation, (f) Police Department, (f) Police Department, (g)(1) Service Department (g) (2) Building Division, (g) (3) Water/Wastewater Division, (g) (4) Street Division (g) (4) (a) Storm Water Utility Division; Chapter 160:03 (a) Salary Schedule, (b) Supervisory Pay Range, (c) Senior Police Management; Chapter 160.04 Other Compensation (1) Water/Wastewater Departments - License Compensation; Chapter 160.05 (a) (1) Overtime Eligibility; and 160.07 Longevity.

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

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grade Sections (a) Administration, (d) Human Resources (e) Parks and Recreation, (f) Police Department, (f) Police Department, (g)(1) Service Department (g) (2) Building Division, (g) (3) Water/Wastewater Division, (g) (4) Street Division (g) (4) (a) Storm Water Utility Division; Chapter 160:03 (a) Salary Schedule, (b) Supervisory Pay Range, (c) Senior Police Management; Chapter 160.04 Other Compensation (1) Water/Wastewater Departments - License Compensation; Chapter 160.05 (a) (1) Overtime Eligibility; and 160.07 Longevity in the City of Reynoldsburg polices to read as follows:

Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

Attachment: Chapter 160 012023.doc (Amend Chapter 160 for January 2023)

7/25/2022

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160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee whose employment is expected to continue for longer than one year and who normally works a minimum of 20 hours per week.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 40 hours.

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee whose employment is expected to continue for longer than one year and who normally works a minimum of 30 hours per week.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

Part-time: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary	1	Unclassified	15-A
Clerk of Courts	1	Unclassified	18
Assistant Clerk of Courts	1	Classified	11
Deputy Clerk	1p/t	Classified	8
Deputy Clerk	1	Classified	8
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15
Auditor's Secretary Payroll Specialist	1 p/t	Unclassified	10
Finance Manager	1	Classified	22
Senior Accountant	1	Classified	17
Civil Service Administrative Assistant	2 p/t	Unclassified	15
Public Information/Special Events Manager	1	Unclassified	1415-A
Special Events and Media Coordinator Public Information Specialist	1	Classified	10
Diversity, Equity, Inclusion Compliance Manager		Classified	21
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22

Human Resources ~~Generalist Coordinator~~
~~12~~ 14-A

1

Unclassified

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Senior Citizens Assistant	1	Classified	5
Senior Center Activities Instructor	1 p/t	Classified	3
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent/Arborist	1	Classified	14 15-A
Parks Grounds Maintenance	3	Classified	5
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Park Ranger	2	Classified	12
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	3	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	59	Classified	See Chapter 166
Dispatcher	9	Classified	See Chapter 162
Support Services Supervisor	1	Classified	18 16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14 -A
Public Safety Records Technician	3	Classified	9
Public Safety Records/Research Technician	1	Classified	10
Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	11
Accreditation Manager	1 p/t	Classified	10
Training Coordinator	1p/t (3/4)	Classified	10
Court Liaison	2 p/t	Classified	13
Public Safety Social Worker Supervisor	1	Classified	17
Public Safety Social Worker/			
Victim Advocate	2	Classified	16

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
<u>Public</u> Service Manager	1	Unclassified	21
Administrative Assistant	1	Unclassified	13
Secretary *	1	Classified	8
<u>Administrative Assistant Front Desk * 1</u>		<u>Classified</u>	<u>8</u>
Maintenance Foreman	1	Classified	16
Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	12

* Once the Administrative Assistant Front Desk is on boarded the position of Secretary will be eliminated.

(2) Building Division			
Chief Building Official	1p/t (3/4 time)	Classified	21
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
<u>Electrical Inspector</u>	<u>1</u>	<u>Classified</u>	<u>14</u>
Zoning & Code Enforcement Inspector 1		Classified	12
Permit Technician	2	Classified	11
Code Compliance Officer	4	Classified	10

(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15-A
Maintenance Spec/Equip Operator	6 7	Classified	10
Billing Manager	1	Classified	15
Account Clerk 2	4	Classified	8

(4) Street Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15-A
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			

Fleet Maintenance Supervisor	1	Classified	14 15-A
Fleet Maintenance Technician	2	Classified	10

(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	14 -15-A
Administrative Assistant	1	Classified	8

(To be shared with Street Division)

Maintenance Spec/Equip Operator 2 Classified 10

Maintenance Spec/Equip Operator 1* Classified 10

(To be shared with Street Division)

(h) DEPARTMENT OF ENGINEERING

Director of Engineering 1 Unclassified 22

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

160.03 SALARY SCHEDULE

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

BEGINNING July 1, 2021 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT ON JANUARY 1, 2023:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>3</u>	<u>16.55</u>	<u>17.37</u>	<u>18.25</u>	<u>19.15</u>	<u>20.12</u>	<u>21.12</u>
<u>4</u>	<u>17.56</u>	<u>19.26</u>	<u>20.93</u>	<u>22.62</u>	<u>24.24</u>	<u>25.97</u>
<u>5</u>	<u>18.00</u>	<u>19.74</u>	<u>21.45</u>	<u>23.19</u>	<u>24.86</u>	<u>26.61</u>
<u>6</u>	<u>18.36</u>	<u>20.13</u>	<u>21.87</u>	<u>23.65</u>	<u>25.34</u>	<u>27.14</u>
<u>7</u>	<u>18.73</u>	<u>20.54</u>	<u>22.31</u>	<u>24.12</u>	<u>25.85</u>	<u>27.69</u>
<u>8</u>	<u>19.90</u>	<u>21.62</u>	<u>23.36</u>	<u>25.05</u>	<u>26.79</u>	<u>28.52</u>
<u>9</u>	<u>20.86</u>	<u>22.66</u>	<u>24.48</u>	<u>26.26</u>	<u>28.08</u>	<u>29.89</u>
<u>10</u>	<u>21.38</u>	<u>23.44</u>	<u>25.09</u>	<u>26.92</u>	<u>28.79</u>	<u>30.64</u>
<u>11</u>	<u>21.81</u>	<u>23.69</u>	<u>25.59</u>	<u>27.45</u>	<u>29.36</u>	<u>31.25</u>
<u>12</u>	<u>22.24</u>	<u>24.17</u>	<u>26.10</u>	<u>28.00</u>	<u>29.94</u>	<u>31.88</u>
<u>13</u>	<u>22.69</u>	<u>24.65</u>	<u>26.62</u>	<u>28.56</u>	<u>30.55</u>	<u>32.51</u>
<u>14</u>	<u>23.11</u>	<u>25.14</u>	<u>27.16</u>	<u>29.12</u>	<u>31.16</u>	<u>33.17</u>
<u>15</u>	<u>23.61</u>	<u>25.65</u>	<u>27.71</u>	<u>29.70</u>	<u>31.78</u>	<u>33.83</u>

Pay Grade	Step-1	Year-2 COLA	Step-2	Year-4 COLA	Step-3	Year-6 COLA	Step-4	Year-8 COLA	Step-5	Year-10 COLA	Step-6
3	\$15.91	2% COLA	\$16.70	2% COLA	\$17.54	2% COLA	\$18.41	2% COLA	\$19.34	2% COLA	\$20.30
4	\$16.88	2% COLA	\$18.51	2% COLA	\$20.12	2% COLA	\$21.74	2% COLA	\$23.30	2% COLA	\$24.96
5	\$17.30	2% COLA	\$18.97	2% COLA	\$20.62	2% COLA	\$22.29	2% COLA	\$23.89	2% COLA	\$25.58
6	\$17.65	2% COLA	\$19.35	2% COLA	\$21.02	2% COLA	\$22.73	2% COLA	\$24.36	2% COLA	\$26.09
7	\$18.00	2% COLA	\$19.74	2% COLA	\$21.44	2% COLA	\$23.18	2% COLA	\$24.85	2% COLA	\$26.61
8	\$19.13	2% COLA	\$20.78	2% COLA	\$22.45	2% COLA	\$24.08	2% COLA	\$25.75	2% COLA	\$27.41
9	\$20.05	2% COLA	\$21.78	2% COLA	\$23.53	2% COLA	\$25.24	2% COLA	\$26.99	2% COLA	\$28.73
10	\$20.55	2% COLA	\$22.53	2% COLA	\$24.12	2% COLA	\$25.87	2% COLA	\$27.67	2% COLA	\$29.45
11	\$20.96	2% COLA	\$22.77	2% COLA	\$24.60	2% COLA	\$26.38	2% COLA	\$28.22	2% COLA	\$30.04
12	\$21.38	2% COLA	\$23.23	2% COLA	\$25.09	2% COLA	\$26.91	2% COLA	\$28.78	2% COLA	\$30.64
13	\$21.81	2% COLA	\$23.69	2% COLA	\$25.59	2% COLA	\$27.45	2% COLA	\$29.36	2% COLA	\$31.25
14	\$22.24	2% COLA	\$24.16	2% COLA	\$26.11	2% COLA	\$27.99	2% COLA	\$29.95	2% COLA	\$31.88
15	\$22.69	2% COLA	\$24.65	2% COLA	\$26.63	2% COLA	\$28.55	2% COLA	\$30.55	2% COLA	\$32.52

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Scale will automatically adjust by 2% each year beginning January 1, 2022.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 26.00 <u>27.00</u>	\$ 47.00 <u>48.00</u>
15	\$ 27.00 <u>28.00</u>	\$ 49.00 <u>50.00</u>
16	\$ 28.00 <u>29.00</u>	\$ 51.00 <u>52.00</u>
17	\$ 29.00 <u>30.00</u>	\$ 53.00 <u>56.00</u>
18	\$ 30.00 <u>31.00</u>	\$ 55.00 <u>58.00</u>
19	\$ 31.00 <u>32.00</u>	\$ 57.00 <u>60.00</u>
20	\$ 32.00 <u>33.00</u>	\$ 59.00 <u>62.00</u>
21	\$ 34.00 <u>40.00</u>	\$ 61.00 <u>64.00</u>
22	\$ 36.00 <u>42.00</u>	\$ 63.00 <u>66.00</u>

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 50.00 <u>51.00</u>	\$ 67.00 <u>70.00</u>
26A	\$ 55.00 <u>56.00</u>	\$ 72.00 <u>75.00</u>

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall be set by the Appointing Authority within the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Recreation Leader	\$9.50 - \$25.00
Seasonal Maintenance Employee	\$10.00 – \$25.00
Bus/Van Driver	\$9.50 per hour-\$ \$25.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$15.00 per hour
Service Seasonal Laborer	\$10.00 - \$15.00 per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$ 15.00 per hour
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(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$ 11.00 - \$100.00 per game
Program Assistant	\$11.00 - \$75.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	\$13.00 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months after college graduation with a secondary degree. There will be no benefits, holiday, vacation and sick leave earned.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any hourly employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(b) An employee may be compensated for the highest license regardless of how many are within the Department.

(2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

Employees who work less than 20 hours per week on a regular basis will receive no benefits.

(3) Tomato Festival Event Staffing Compensation

Any employee that works a four-hour shift on Thursday OR Friday outside their regular work day AND a four-hour shift on Saturday of the Tomato Festival will receive their hourly pay and one (1) additional Personal day to be used no later than December 15 of the year earned. Hourly rate is defined as current rate of pay or time and a half, if applicable. Employees may elected to receive compensatory time in lieu of overtime if they wish.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police

Tax Administrator	Finance Manager
Assistant City Prosecutors	Clerk of Council
Planning & Zoning Administrator	Assistant City Attorney

Public Service Manager

– Criminal Justice Program Administrator

~~Public Safety Social Worker/Victim Advocate **~~

Public Safety Social Worker/Victim Advocate Supervisor

Diversity Equity Inclusion Compliance Manager

~~**Public Safety Worker/Victim Advocate will become an hourly position once the Supervisor role is filled.~~

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c) The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d) In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Effective January 1, 2022, full-time employee of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2022 is:

<u>From</u> (Anniversary)	<u>To</u> (Conclusion of):	
of 5 th year	9 th year	\$ 550.00 <u>650.00</u> annually
10 th year	14 th year	\$ 600.00 <u>900.00</u> annually
15 th year	19 th year	\$ 650.00 <u>1,050.00</u> annually
20 th year	----	\$ 700.00 <u>1,200.00</u> annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective January 1, 2021 the City will update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.
- 2) The Appointing Authority will determine what step an individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee

meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.
 - 4) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Annual increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.
 - 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.
- (b) Cost of Living Adjustments
On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.
- (c) Promotions
 Upon promotion, the employee's rate of pay shall be adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the Appointing Authority.
- (d) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

- (a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which,

including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this "opt out" provision will be determined by the Auditor.
5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
 - B. The allowances for assistance are as follows:
 1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount as agreed upon in the collective bargaining agreement.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Dry cleaning will be provided to staff who serve as Court Liaisons. Employees shall utilize the dry cleaning facility or facilities designated by the City.

The City will provide clothing/equipment per the collective bargaining agreements.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: Updates to the Personnel Procedure Manual

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Explanation of legislation and need: To have in place and taking effect 1/1/2023

Statement of necessity for Emergency passage: Three read and passing as an emergency on third read waiving thirty day waiting period.

**AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL
REGARDING MILITARY LEAVE, WORK FROM HOME, OVERTIME, AND
DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to update Reynoldsburg Personnel Procedure Manual.

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

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

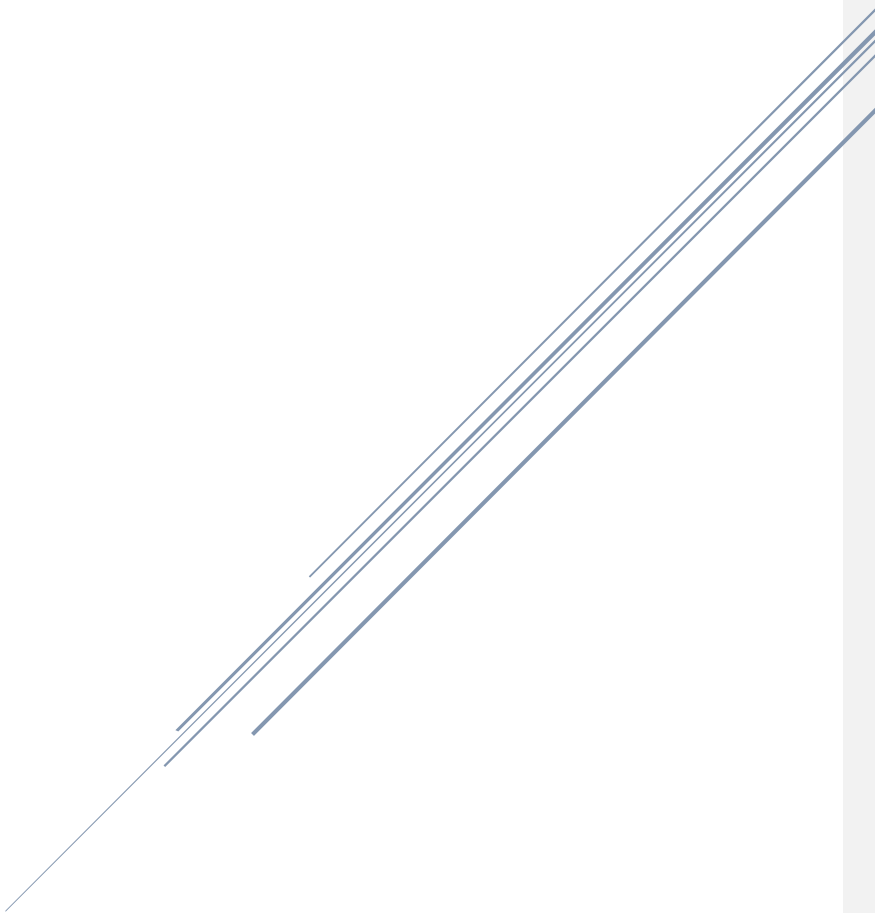
SECTION 1. That the City of Reynoldsburg Ohio Personnel Procedure Manual does hereby amended the Military Leave, Work from Home, Overtime Pay polices to read as follows:

See Exhibit “A” attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the policy in place on January 1, 2023; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG

PERSONNEL PROCEDURE MANUAL



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INTRODUCTION OF PERSONNEL PROCEDURE MANUAL

The provisions of this Personnel Procedure Manual (Manual) are applicable to all City employees, unless otherwise specified or governed by a collective bargaining agreement. The Manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties.

The policies adopted in this Manual supersede all previous written and unwritten personnel policies or operational guidelines that directly conflict with this Manual, excluding Charter provisions and ordinances adopted by City Council, including Chapter 160, which may be amended from time to time. This Manual is also intended to be construed in such a manner as to comply with all applicable federal, state, and civil service laws and regulations. Employees are responsible, as a condition of their employment, to familiarize themselves with, and abide by, these policies and procedures.

The City may revise these policies with or without advance notice. The City will attempt to give employees advance notice of any Manual changes. Notice of revisions shall be provided to all employees.

If any article or section of this Manual is held to be invalid by operation of law, the remainder of this Manual and amendments thereto shall remain in force and effect. Should a conflict arise between the Ohio Revised Code (O.R.C.), applicable federal law, or applicable local law and this Manual, law shall prevail. Additionally, should a direct conflict exist between this Manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail.

Questions regarding the interpretation and application of these policies and procedures contained herein shall be directed to the employee's Department Head/Supervisor with input from the Human Resources Director.

In addition to the policies and procedures contained herein, each department and/or division of the City may have operational rules and/or policies in writing or practice that are unique to that department or division which are not covered by this Manual. Employees are responsible for complying with those departmental or divisional rules and policies, in addition to the policies and procedures contained herein.

All supervisory personnel responsible for administering the policies and procedures contained in this Manual. Supervisory personnel shall administer all policies and procedures contained herein to ensure compliance by subordinate personnel.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias except when such a factor constitutes a bona fide occupational qualification ("BFOQ"). All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories.

The City does not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee or applicant for employment on the grounds listed above. Anyone who feels that their rights have been violated under this policy should submit a written complaint of discrimination to the Human Resources Director, who shall have the authority and responsibility to investigate and take appropriate action concerning the complaint.

AMERICANS WITH DISABILITY ACT

The City prohibits discrimination in hiring, promotions, transfers, or any other benefit or privilege of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position he holds or desires and must be able to perform the essential functions of his position, with or without a reasonable accommodation.

The City will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis after engaging in an interactive process. An employee who wishes to request an accommodation shall direct such request to the HR Director, or EEO/ADA Coordinator, each of whom shall have the authority and responsibility to investigate and take appropriate action. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

Any employee who feels that his rights have been violated under this policy should submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

Definitions

Sex-Based Discrimination

Sex discrimination involves treating someone unfavorably because of that person's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII, which protect lesbian, gay, bisexual, and transgender (LGBT) applicants and employees against employment bias.

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment may be generally defined as unwelcome conduct based upon a protected classification. However, harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment.
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Examples.

By way of example, sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment on the basis of an employee's membership in any protected classification (as set forth above) is unlawful, will not be tolerated, and must be reported.

4. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may form the basis of a legitimate complaint.
5. Additional examples of unlawful sexual harassment may include, but are not limited to: repeated unwanted and/or offensive sexual flirtations, advances or propositions; verbal abuse; graphic comments; display of objects, pictures or displays through other media; offensive, abuse and/or unwanted physical contact.

UNLAWFUL DISCRIMINATION AND HARASSMENT

The City is committed to providing an environment that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of his membership in a protected class such as: race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias. Discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy. Unlawful discrimination and/or harassment may be committed against employees by elected officials, department heads, supervisors, co-workers, or members of the public. Further, unlawful discrimination and/or harassment may occur on-duty or off-duty.

Off Duty Conduct

Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Conduct that occurs off duty and off premises may also be subject to this policy. Employees are also cautioned that conduct off-duty and online may be constitute unlawful discrimination or harassment.

REPORTING HARASSMENT OR DISCRIMINATION

It is the responsibility of the City to maintain an environment that is free from unlawful discrimination or harassment. Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with the City shall immediately report the conduct, in writing, the Human Resources Director, who shall have the authority and responsibility to investigate and take appropriate action

concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their supervisor. Late reporting of complaints and verbal reporting of complaints will not preclude the City from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When the City is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Retaliation.

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close friends or family members with an individual who engaged in protected conduct. The City and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with someone who took action under this policy shall report the conduct to their supervisor immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

False Complaints.

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy.

Corrective Action.

If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

Coverage.

This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters City property, conducts business on City property, or who is served by City personnel.

EMPLOYEE CONDUCT

A fair, inclusive and respectful workplace is vital to all individuals and is essential to the success of the staff of the City of Reynoldsburg. Therefore, the City of Reynoldsburg is committed to promoting an environment where employees respect each other regardless of their roles or responsibilities, or the nature of their contributions.

Every employee of the City of Reynoldsburg has the right to work in a respectful workplace. In order to promote and sustain a workplace where all employees are treated with respect and dignity, regardless of their status or position, each employee is expected to show respect in all interactions with coworkers of interpersonal behavior, communication and professionalism.

CLASSIFICATION STATUS

The classified service shall comprise all City employees not specifically included in the unclassified service. Following completion of the probationary period of one (1) year, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have his or her longevity reduced or eliminated, except and for those reasons set forth in the civil service law, or local law. Such reasons include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation

of any policy or work rule of the City, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony, except for just cause.

Unclassified employees serve at the pleasure of the City and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

PROBATIONARY PERIOD

Newly hired or newly promoted employees in the classified service shall be required to successfully complete a one (1) year probationary period. The probationary period allows the City to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

A newly hired probationary period may be removed at any time during their probationary period due to unsatisfactory work performance. If an employee is removed during their original appointment probationary period, the employee lacks any appeal rights. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period. An employee's probationary period may be extended due to time spent in inactive pay status or on a non-paid leave of absence.

Employees working irregular schedules and intermittent employees shall have a one (1) year probationary period.

The failure of a promoted employee to complete a probationary period due to unsatisfactory performance shall result in the employee being returned to the same or similar position he held at the time of his promotion.

Unclassified employees serve at the pleasure of the appropriate appointing authority and do not serve a probationary period. Nothing contained in this policy should be considered a waiver of the right to remove an unclassified employee consistent with law.

POLICE COMMAND STAFF PROMOTIONS

- A. Senior Police Department Management by definition includes all positions as set forth herein above the rank of Sergeant and not included in a collective bargaining agreement. Senior Police Department Management positions are:
 - a. Chief of Police

- b. Deputy Chief of Police
 - c. Lieutenant
2. Pursuant to the power granted to the Reynoldsburg City Council by Section 7.03(e) of the Reynoldsburg City Charter, the Reynoldsburg City Council hereby eliminates the application of general laws of Ohio pertaining to the civil service provisions for selection and filling of Police Department positions above the rank of Police Officer and Sergeant, specifically Ohio Revised Code Section 124.44, and hereby substitutes its local procedure and provisions for filling said positions.
 3. The Chief of Police may be filled by original appointment of a person who is not in the Reynoldsburg Police Department.

The following selection procedure shall be followed whether by original appointment or promotion:

- (1) a competitive promotional Civil Service Examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
- (2) a candidate for promotion to Chief of Police or original appointment to Chief of Police shall have achieved a rank of command with at least one (1) year of police- command experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management, or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and
- (3) successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).

Unless the Civil Service Commission contracts with an accredited law enforcement consulting agency to accept and rank resumes, a Preliminary Screening Committee shall be established to review applications and resumes of Chief of Police candidates. This committee shall be responsible for selection not more than ten (10) candidates.

The Preliminary Screening Committee shall be comprised of:

- Safety Committee Chair
- A representative from the OACP
- A representative from the FOP
- Human Resource Director

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The Committee will determine if the applicants meet the minimum job requirements as outlined in the job classification for the position of Chief of Police.

The Preliminary Screening Committee will rank the qualified candidates based upon their qualifications utilizing an objective evaluation form. The Committee shall submit to a final Selection Committee the top five (5) candidates.

The Final Selection Committee will be comprised of:

- Mayor
- A representative from the OACP
- A representative from the FOP
- Council President
- Safety Committee Chair
- City Attorney
- A representative appointed by the Mayor

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The final selection committee shall interview the final five (5) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. The Appointing Authority will appoint from the top three (3).

4. The Deputy Chief of Police may be filled by original appointment or of a person who is not in the Reynoldsburg Police Department.
 - a. The following selection procedure shall be followed whether by original appointment or promotional appointment:
 - (1) A competitive promotional Civil Service examination as set forth in Reynoldsburg City Code 157.04 shall not be given;

- (2) Candidate for promotion to Deputy Chief of Police or original appointment to Deputy Chief of Police shall have achieved a rank of command with at least one (1) year of police command experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and
 - (3) Successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).
- b. Unless the Civil Service Commission contracts with an accredited law enforcement consulting agency to accept and rank resumes, a Preliminary Screening Committee shall be established to review applications and resumes of Deputy Chief of Police candidates.

The Preliminary Screening Committee shall be comprised of:

- A representative appointed by the Mayor
 - Current Chief of Police
 - Human Resource Director
- Any of the above can be replaced by a designee if necessary. Such Designee would require approval by the Civil Service Commission.

The Committee will determine if the applicants meet the minimum job requirements as outlined in the job classification for the position of Deputy Chief of Police.

- c. The Preliminary Screening Committee will rank the qualified candidates based upon their qualifications utilizing an objective evaluation form. The committee shall submit to a final Selection Committee the top five (5) candidates.

The Final Selection Committee shall be comprised of:

- Mayor
- Chief of Police
- City Attorney
- Safety Director
- Human Resource Director

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

- d. The final selection committee shall interview the final five (5) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. The Appointing Authority will appoint from the top three (3).

5. A candidate for promotion to the rank of Lieutenant shall have:

- a. The following selection procedure shall be followed whether by original appointment or promotion:
- i at least three (3) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion; and an Associate's Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university
 - ii. A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.
 - iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.

If a written exam is not given, then all eligible candidates shall submit to a assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the results to the Civil Service Commission, who will forward the names of the top three candidates to the appointing authority (the Mayor) who shall appoint from the top four ranked candidates.

- (b) When there are not two (2) or more eligible candidates within the Reynoldsburg Police Department for the rank of Lieutenant, open posting shall be conducted throughout the state of Ohio for potential candidates, who are currently certified law enforcement officers through the Ohio Peace Officers Training Council.
- i. the outside candidate shall have at least three (3) years of experience at the rank of Sergeant and an Associate's Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university;
- ii. A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.
- iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.

If a written exam is not given, then all eligible candidates shall submit to an assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the results to the Civil Service Commission, who will forward the names of the top four candidates to the appointing authority (the Mayor) who shall appoint from the top four (4) candidates.

REDUCTION IN FORCE

If it becomes necessary to reduce staffing levels by layoff or job abolishment due to lack of work, lack of funds, reorganization or other justified business reason, the City shall lay off employees in accordance with law. The City shall determine the number of positions and the classifications in which layoffs will occur. Employees may have recall rights for up to one (1) year.

MEDICAL EXAMINATIONS AND DISABILITY SEPARATION

All City employees are required and expected to maintain the appropriate physical and mental capacities to perform the essential functions of their job. The City may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the essential functions of his job, with or without reasonable accommodation. This examination may include a fitness-for-duty examination following an employee's absence from work due to their own illness or injury. This examination shall be at the City's expense. If the employee disagrees with the City's licensed medical practitioner's determination, he may request to be examined by a second licensed medical practitioner of his choice at his own expense. If the reports of the two practitioners conflict, a third opinion shall be rendered by a neutral party chosen by the City and paid for by the City. The third opinion shall be controlling.

If an employee, after examination, is found to be unable to perform the essential functions of his position with or without reasonable accommodation, he may request use of accumulated, unused, paid and unpaid leave benefits, if applicable.

If a classified employee remains unable to perform the essential functions of his position after exhausting available leaves, he may request a voluntary disability separation. The City may require an employee seeking a voluntary disability separation to undergo a physical or psychological examination by a licensed medical practitioner of its choosing. If the examination supports the request for a voluntary disability separation, it will be granted.

If, after exhausting available leave, an employee refuses to request a voluntary disability separation, the City may place the employee on an involuntary disability separation if the City has substantial credible medical evidence to indicate that the employee remains disabled and incapable of performing the essential job duties. If the City seeks to involuntarily disability separate an employee, it may request that an employee submit to a medical or psychological examination to determine the employee's physical and mental capacity to perform the essential functions of their job. The employee must cooperate in this process. A failure to participate in the process may result in a finding that the employee is insubordinate which may result in discipline, up to and including termination. The City will select the licensed medical practitioner. While an examination is pending, the employee may be placed on administrative leave with pay.

If, after the examination, the City determines that the employee is incapable of performing the essential functions of the position, it shall institute the involuntary disability separation process. The City shall schedule a hearing with at least seventy-two (72) hours advance notice regarding whether the employee is capable of performing the essential functions of the position. The employee may waive the right to a hearing. However, if the employee chooses to have a hearing, the employee has the right to examine the City's evidence regarding the employee's ability to

perform the essential functions of the position, rebut the City's evidence and/or present their own medical evidence.

If it is determined after the hearing that the employee is incapable of performing the essential functions of the position, the City shall issue an involuntary disability separation, which may be appealed to the City's civil service commission. However, if, after a hearing, it is determined that the employee is capable of performing the essential functions of their position, the employee shall be deemed fit for duty and returned to their position.

Employees that are disability separated have a two (2) year right to reinstatement. Any requests for reinstatement must be made in writing and include appropriate medical documentation to support the request. The City may require the employee to be examined by a licensed medical practitioner of its choosing. The City shall pay for the cost of its licensed medical practitioner. If it is determined that the employee is capable of performing the essential functions of the position, the employee shall be reinstated.

WORKPLACE ROMANCES

To avoid concerns of sexual harassment, preferential treatment and other inappropriate behavior, employees are required to inform the Human Resources Director if they currently are, or if they intend to become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should the City determine that a conflict exists between an employee's employment and a personal relationship with a co-worker, the City will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

NEPOTISM

Hiring

Although the employment of close relatives is discouraged, the City will receive employment applications from relatives of current employees. However, the following five (5) situations shall prevent the City from hiring a relative of a current employee:

1. If one relative would have supervisory or disciplinary authority over another.
2. If one relative would audit the work of another.

3. If a conflict of interest exists between the relative and the employee or the relative and the City.
4. If the hiring of relatives could result in a conflict of interest.
5. If one of the family members would have access to confidential material.

Employment

An employee is not permitted to work in a position where his supervisor or anyone within his chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the City must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for a public official to use his influence to obtain a benefit, including a job for her relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the Article, the term “relative” shall include spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, stepparents, stepchildren, stepsiblings, and a legal guardian or other person who stands in the place of a parent to the employee.

ETHICS/CONFLICTS OF INTEREST

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§ 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all City officials and employees:

- A. No employee shall use his official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his official duties.
- B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall he use such information to advance the financial or other private interest of himself or others.

- C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.
- D. No employee shall represent private interests in any action or proceeding against the interest of the City in any matter wherein the City is a party.
- E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independent judgment or action in the performance of his official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult the Human Resources Director. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform his supervisor of the gift offer. No employee will accept from any contractor or supplier doing business with the City, any material or service for the employee's private use.

State law prohibits City employees and officials from having a financial interest in companies that do business with the City, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney.

PERSONNEL FILES AND INFORMATION

The City shall maintain personnel files for all City employees. Such files may include individual employment data, payroll information, schedules, records of additions or deductions, application forms, and records pertaining to hiring, promotion, demotion, transfer, layoff and termination. Personnel files shall be available to members of the public in accordance with the law. An employee shall have a right of reasonable inspection of his official personnel file. No personnel records shall be removed from the official records unless in accordance with state or federal law or in accordance with the City's retention of records policy.

When a public records request is made for an employee's records, the City will endeavor to inform the employee of the request in advance of the release of records. The City will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the release may not result in an unreasonable delay in releasing the records pursuant to an appropriate request. Employees are responsible for taking legal action in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must timely advise the City of any change in name, address, marital status, telephone number, number of tax exemptions, citizenship, or association with any government military service organization.

OUTSIDE EMPLOYMENT

Employees are required to notify their supervisor of any outside employment. No employee shall have outside employment, which conflicts in any manner with the employee's ability to properly and efficiently perform his duties and responsibilities with the City. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment while on sick leave, disability leave, or family medical leave. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a City employee.

RESIGNATION

Employees may voluntarily resign in good standing by submitting a written letter of resignation to their Appointing Authority at least two (2) weeks in advance of the effective date of resignation. Such resignation letter should be signed, dated and include the expected date of resignation. A failure to provide the appropriate notice may result in an individual being ineligible for re-employment with the City.

Employees voluntarily resigning from the City are expected to return all City equipment/property to their supervisor on, or before, the date of their voluntary resignation. A failure to timely return City equipment/property may result in a delayed delivery of their final paycheck.

An employee that is absent without leave for three (3) or more consecutive days may be considered to have constructively resigned their employment with the City.

POLITICAL ACTIVITY

Although the City encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of the City whether in active pay status or on leave of absence. The following activities are examples of conduct permitted by classified employees:

- a. Registration and voting.
- b. Expressing opinions, either orally or in writing.
- c. Voluntary financial contributions to political candidates or organizations.
- d. Circulating non-partisan petitions or petitions stating views on legislation.
- e. Attendance at political rallies.
- f. Signing nominating petitions in support of individuals.
- g. Displaying political materials in the employee's home or on the employee's property.
- h. Wearing political badges or buttons, or the display of political stickers on private vehicles.
- i. Serving as a precinct official under O.R.C. § 3501.22.

A. The following activities are examples of conduct prohibited by classified employees.

- 1. Candidacy for public office in a partisan election.
- 2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
- 3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
- 4. Circulating official nominating petitions for any partisan candidate.
- 5. Holding an elected or appointed office in any partisan political organization.

6. Accepting appointment to any office normally filled by partisan election.
7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
9. Solicitation for the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Participation in political caucuses of a partisan nature.
13. Participation in a political action committee that supports partisan activity.

Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact their immediate supervisor, or City Attorney, prior to engaging in such conduct.

PERFORMANCE EVALUATIONS

A written Performance Evaluation provides supervisors with an effective mechanism to measure and communicate levels of job performance to their employees. The City may conduct annual performance evaluations of employees. Evaluations, if conducted, will be based upon defined and specific criteria and will generally be reviewed with the employee by their supervisor or department head. The results will be discussed with the employee and the employee will be asked to sign the evaluation. An employee's signature will reflect their receipt of the evaluation, not their agreement with its contents. Should the employee refuse to sign, a notation will be made reflecting the date and time of the review along with the employee's refusal to sign. Employees may offer a written response to their performance evaluation. Such response, if given, will be maintained with the evaluation. Performance evaluations will be retained in the employee's personnel file.

Additional performance evaluations may be performed by the City at the City's discretion.

SOLICITATION

Individuals not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

The City may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

- A.** Distribution of literature, solicitation and the sale of merchandise or services is prohibited in public areas.
- B.** Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term "working time" does not include an employee's authorized lunch or rest periods or other times when the employee is not required to be working.
- C.** Distributing literature in a way that causes litter on City property is prohibited.

The City maintains various communications systems to communicate City-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any City property is prohibited.

Violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

PAYCHECKS

The City requires that all payroll checks be issued by way of Direct Deposit. It is the employees responsibility to inform the City of any changes, pay will be issued on the Friday following the end of a pay period, except when a regular payday falls on a holiday. If payday falls on a holiday, paychecks will be distributed the day immediately preceding the holiday. Pay advances are not permitted.

REPORTING TO WORK AND TARDINESS

Employees are expected to report for and remain at work as scheduled and to be at their work stations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Supervisor. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not necessarily result in an employee receiving approved leave for their absence.

Tardiness may result in a reduction in the corresponding amount of pay for which the employee is late and/or discipline.

HOURS OF WORK AND OVERTIME

The City will establish the hours of work for all employees. Generally, the normal business hours will be 8:00 a.m. to 5:00 p.m. Work hours may vary by Department. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, each City Department may alter the work schedules, days off and shifts of employees based upon operational needs.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign-in or sign-out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action. However, supervisors may make adjustments to an employee's time sheet, as necessary.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours worked in excess of forty (40) in any one work week, regardless of the employee's regularly scheduled work day. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for overtime worked, including time spent in paid status, unless otherwise noted.

The City may require overtime as a condition of continued employment. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the City may authorize or require employees to work a flexible schedule in a work week. For overtime-eligible employees, a flexible schedule must occur within a single forty-hour workweek.

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status. However, generally, exempt employees will not have a reduction in pay for absences of less than an entire work period of five (5) days. Absences will first be deducted from the employee's accumulated sick leave (if appropriate), vacation leave or other paid leave. The list of exempt employees are in Chapter 160.05 Overtime Eligibility, following positions have been determined to be exempt from the overtime provisions of the FLSA:

Safety Director	Service Director
Development Director	Parks & Recreation Director
Computer Systems Director	Tax Administrator
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Planning and Zoning Administrator
Chief of Police	Director of Senior Center
Deputy Chief of Police	Assistant City Attorney
Finance Manager	Assistant City Prosecutors
Clerk of Council	
Public Safety Social Worker/Victim Advocate *	
Public Safety Social Worker/Victim Advocate Supervisor**	

* Once the supervisor position filled, the Public Safety Social Worker/Victim Advocate position will be hourly.

** Position being added to Chapter 160 for 1/1/2022.

WORKING FROM HOME (TAXES)

In rare circumstances employee may be permitted to work remotely if their duties allow for it and their supervisor grants approval. This approval is on a case-by-case basis and it not considered a permanent arrangement for the conditions of their employment. If granted permission to work remotely, employees need to understand how the City of Reynoldsburg will handle the income tax withholding based upon the permissions granted.

The "General Withholding Rule" is that the employer (City of Reynoldsburg, City) is required to withhold to the jurisdiction where you (the Employee) physically performs work. As a Government entity, the City also withholds residence tax for those employees living in a higher taxing jurisdiction or one with reduced credit.

- The above "General Rule" holds true for the majority of City employees, but there may be a few exceptions. Below are the most common exceptions.

1. If you are permitted to have **100% Work from Home (WFH)** or remote work location, income tax will be withhold at the remote location.
2. If you are permitted to work in a **Hybrid WFH Model**, i.e. 2 days at home /3 days in office, or 40% / 60%. If permitted to work a hybrid model on a regular basis then you will need to contact the payroll department to complete a withholding allocation change form. Once complete the City will withhold to both the remote home location and primary office location, but will discontinue the courtesy residence tax.

Note:

- You may need to set-up estimates for the taxing jurisdiction in which you reside.
- It is the responsibility of you and your supervisor to determine the hybrid percentage and notify payroll of any changes in reporting requirements.

3. The **20-day Occasional Entrant** rule.

This may be applicable if your position requires you to perform work outside of the City more than 20 days per year. In this case, your withholding falls under the General guidelines above with the option for you to track and claim those days worked out as a refund. To complete a refund request you would complete the RITA Form 10A and submit it to your supervisor for approval. This must be tracked by the employee and the supervisor.

Note:

- All refunds are subject to residency tax and it is your responsibility to file and pay that tax.
- Mutual aid does not qualify.
- _____

Any changes to the remote work status must be reported to the Auditor's office immediately as it is the responsibility of the employee to ensure that the proper information is provided in order to have the correct income tax withheld.

COMPENSATORY TIME

Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.

- a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.
 - b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.
 - c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15th of October. The payment will be made at the employee's current rate of pay and will be paid no later than mid-November of that year.
 - d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.
2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.
 3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.
 4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

CALL-IN PAY

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of three (3) hours pay at the employee's overtime rate. If the employee is called-in and works more than three (3) hours, the employee shall be paid their overtime rate for all hours worked.

EMERGENCY HOLIDAY CALL IN PAY

Employees that are called in due to an emergency on any of the City recognized holidays will be paid two (2) times their rate of pay plus the holiday pay.

INCLEMENT WEATHER

The City recognizes that on certain days it may not be possible to report to duty due to inclement weather caused by excessive snow, ice or other weather conditions.

When snow, ice, or other weather conditions make travel to and from work difficult, but it is not severe enough to close the City, employees are encouraged to make reasonable efforts to report to work as scheduled. Employees will be compensated in the following manner for these types of weather conditions:

- A. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
- B. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.
- C. Employees who are scheduled to work and who make a reasonable attempt to report to work, but are unable to due to weather conditions, shall notify their immediate supervisor as soon as possible. Employees unable to report to work may:
 - a. Request to use accrued vacation or personal leave for the period of absence, subject to the approval of their supervisor, or Department Head;
 - b. Request a personal leave of absence without pay for the period of absence, subject to the approval of their supervisor, or Department Head;
 - c. Employees failing to report during inclement weather without notifying their supervisor, or Department Head, may be subject to discipline for being absent without leave.

In cases when weather conditions are severe enough to cause the Sheriff of the County of the employee's residence to issue a Level III emergency, or for the Mayor to officially close the City and/or non-continuous operating City facilities, the following apply:

- A. Employees who were scheduled to work, but are unable to do so due to the closure, shall suffer no loss of pay;
- B. If the office or facility is closed due to a Level III emergency and the employee is required to leave early, the employee shall suffer no loss of pay for the remainder of their regularly scheduled shift;
- C. If the Level III emergency is lifted during the shift, after the employee has already been notified not to report, the employee will suffer no loss of pay for the entire shift.

Employees working in facilities that operate 24-hours per day on a continuous basis shall make every reasonable effort to report to work, even during Level III emergencies, so long as the employee can report in a safe manner. The following procedures apply to employees employed in continuous operating facilities and to other employees that may be required to report, such as building and grounds personnel:

- A. An employee reporting to work shall be paid their regular hourly rate for all hours worked, plus receive, hour-for-hour, an additional hour of pay or compensatory time for each non-overtime hours worked on their regular shift (double-time);
- B. Employees scheduled to work, but unable to report for their regular shift, shall suffer no loss of pay for their regularly scheduled shift;

The City may offer to transport essential employees during a weather emergency to adequately staff continuous and essential operations facilities. Such employees shall be required to accept the offer of transportation. An employee refusing transportation will be deemed to be absent without leave.

Employees attempting to arrive at work during inclement weather, or a weather emergency, will be given reasonable consideration in the event that they arrive late for work. Employees already on approved leave during the day of inclement weather, or weather emergency, shall remain on leave and not be eligible for any benefits provided by this policy.

EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM

All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee

separate from service with the City within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

SICK LEAVE

Accumulation

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee who transfers from one public agency to another shall be credited with their balance of unused sick leave upon the showing of proof of sick leave from the employee's prior agency. Sick leave shall be at the employee's current rate of pay.

Use

Sick leave may be used by employees and upon approval of the City for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The City may grant additional time off on a case-by-case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as the following individuals that either live in your home or you are the primary person responsible for their care: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The City may grant additional time off on a case-by-case basis not to exceed three (3) days.

Employee Notification

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he shall notify his supervisor. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action. The City reserves the right to investigate any employee request for sick leave.

Written Statement

The City may require the employee to furnish a satisfactory signed statement to justify the use of sick leave. Proof of illness, such as a doctor's excuse, may be required when the City believes absence to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time, but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to the Human Resources Director before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner, and must verify that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the

employee must submit a written statement to the Human Resources Director explaining the nature of the illness.

Sick Leave Abuse

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The City reserves the right to investigate allegations of sick leave abuse. The City reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave, he/she must be at home during his/her scheduled work hours or obtaining treatment or medication.

Uses of Other Leave

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the City. An employee who becomes sick while on vacation may apply to use sick leave time instead of vacation days for the illness.

Sick Leave Conversion

An employee with at least ten (10) years of service to the City, upon actual retirement or resignation from the City, with at least two (2) weeks prior notice to the City or upon death, shall be paid for his or her accumulated but unused sick leave as follows:

- a. Employees who have completed at least ten (10) years of service to the City shall be entitled to 25% of their accumulated but unused sick leave, not to exceed 320 hours.
- b. Employees who have completed at least 15 years of service to the City shall be entitled to 30% of their accumulated but unused sick leave, not to exceed 540 hours.
- c. Employees who have completed at least 20 or more years of service to the City shall be entitled to 40% of their accumulated but unused sick leave, not to exceed 760 hours.
- d. Employees who have completed at least 25 years of service to the City shall be entitled to 50% of their accumulated but unused sick leave, not to exceed 880 hours.

Employees hired after January 1, 1998, shall not have sick leave earned with another entity other than the City counted for purposes of sick leave conversion. Moreover, sick leave used by an employee of the City will be charged first against any sick leave earned as an employee of City,

so that an employee may not first use up sick leave brought from another entity in order to save up the sick leave earned with City for cash-in.

In the case of an employee's death, the employee's spouse, or, secondarily, his or her estate, shall receive this payment.

If an employee is killed in the line of duty, the employee's spouse, or, secondarily, his or her estate, will be paid an amount equal to 100% of the deceased employee's accumulated but unused sick leave.

All payments under this section shall be based on the employee's rate of pay at the time of retirement or death, or other separation, and the documented hours of unused sick leave reflected in the records maintained by the City.

Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

Medical Information

The City will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to the Human Resources Director.

FAMILY MEDICAL LEAVE ACT ("FMLA")

Statement of Policy.

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

Definitions.

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - a. Upon the birth of an employee's child and in order to care for the child.
 - b. Upon the placement of a child with an employee for adoption or foster care.

- c. When an employee is needed to care for a family member who has a serious health condition.
 - d. When an employee is unable to perform the functions of his position because of the employee's own serious health condition.
 - e. Qualifying service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty" In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.
 3. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
 4. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care.
 - b. Any period of incapacity of more than three consecutive calendar days that also involves:

- i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on one occasion that result in a regimen of continuing treatment under the supervision of a health care provider.
- c. Any period of incapacity due to pregnancy or for prenatal care.
- d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period. The condition may be periodic rather than continuing.
- e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
- f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
- 5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
- 6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
- 7. “Covered Service Member”: Means either:
 - a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 - b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
 - i. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.
- 8. “Outpatient Status”: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
- 9. “Next Of Kin”: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.

10. A “serious injury or illness”, for purposes for the 26 week military caregiver leave means either:
- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
 - b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
11. “Covered Active Duty” or “call to covered active duty”:
- a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.”
 - b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

12. “Deployment to a foreign country” means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.
13. “Qualifying Exigency”: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
 - a. Up to seven days of leave to deal with issues arising from a covered military member’s short notice deployment, which is a deployment on seven (7) or fewer days notice.
 - b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
 - c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
 - d. Making or updating financial and legal arrangements to address a covered military member’s absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
 - e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
 - f. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.
 - g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member’s duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
 - h. Qualifying parental care for military member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises

out of the military member's covered active duty or call to covered active duty status.

- i. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

A. Leave Entitlement.

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
 - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

Use of Leave

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
2. Birth of An Employee's Child: An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the

twelve (12) week period. *(Note: See section E below for information on disability leaves.)*

3. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

FMLA and Disability/Workers' Compensation

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

Procedures For Requesting FMLA Leave

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

Certification of Need for FMLA Leave for Serious Health Condition

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the

employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

Certification for leave taken because of a qualifying exigency

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military

member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

Intermittent/Reduced Schedule Leave

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Appointing Authority. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

Employee Benefits

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the

premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits, which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

Reinstatement

An employee on FMLA leave must give the Employer at least two-business days notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

Records

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

INJURY LEAVE

Injury leave shall be paid, if authorized by the Appointing Authority, or designee, to any full-time employee, who suffers an incapacitating injury while on-the-job in service to the City.

Such injury may include exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician.

Injury leave shall be paid at the employee's current rate of pay, and be limited to a total of not more than 1040 hours per occurrence. Injury leave compensation paid to an employee from other sources will be deducted from injury leave compensation paid by the City to the employee. Compensation from other sources includes, but is not limited to Workers' Compensation.

To qualify for injury leave, it must be established conclusively, that the injury was sustained in the line of duty, and did not result from misconduct on the part of the employee or self-infliction nor was proximately caused by the use of alcohol, a non-prescribed controlled substance, or a prescribed controlled substance that had not been approved by the City. It shall be the obligation of the employee to report said injury immediately to his/her supervisor and to receive necessary medical treatment.

The Employee shall present to the Appointing Authority, or designee, a certificate from the attending medical practitioner stating the nature of the injury and the prognosis and return to work status at the earliest time permitted by his/her attending physician.

After the employee has been given permission to return to work, any subsequent absence shall be considered sick leave consistent with this manual, unless it is established conclusively that the injury qualifies for injury leave.

The Appointing Authority, or designee, may obtain an additional opinion from a licensed physician in order to substantiate the nature of the injury, and/or to establish conclusively that the injury qualifies for injury leave. Should this additional opinion be necessary, it shall be paid for by the City.

Upon expiration of injury leave, an employee may use sick leave.

LEAVE DONATION

Full-Time Permanent, and Part-time Permanent non-union employees of the City may donate paid leave to a fellow Full-Time Permanent, or Part-time Permanent non-union City employee in order to assist the co-worker in critical need of leave due to the employee's serious illness or injury.

A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an extended time off from work which will create a financial hardship for the employee because they have exhausted all leave balance.

To donate leave

Qualifying employees may donate leave if the donating employee:

- a. voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned (leave donated but unused will be returned on a prorated basis to all employees who donated leave);
- b. donates a minimum of eight (8) hours;
- c. retains a combined leave balance of at least 120 hours for full-time permanent and 60 hours for part-time permanent employees (leave shall be donated in the same manner in which it would otherwise be used, except that compensatory time is not eligible for donation under Fair Labor Standards Act restrictions); and
- d. does not donate more than 200 hours in one (1) year.

Qualifying employees who wish to donate leave must agree to the above conditions and complete the Donor Application Form. The Donor Application Form can be obtained in the Human Resources Department and must be returned there.

The donation of leave shall occur on a strictly volunteer basis. The City shall respect an employee's right to privacy, however, with the permission of the employee who is in need of leave, the Human Resources Director may inform co-workers of the employee's critical need for leave.

To Receive Donated Leave

An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

- a. has a serious illness or injury as previously defined, and provides written documentation from his or her physician certifying the serious illness or injury;
- b. has no accrued leave; and
- c. has applied for any paid leave, workers' compensation, or disability benefits program for which the employee is eligible (an employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits).
- d. After the waiting period, qualified employees may donate leave to supplement up to 40% of the employee's normal pay, if the employee is on disability. There would be no waiting period for qualified part-time permanent employees who do not receive disability. The employee may NOT receive more than he or she would have earned in a normal pay period from disability and leave donation or based on the normal hours scheduled to work less applicable deductions.
- e. The Request for Leave Donation Form can be obtained in the Human Resources Department and must be returned there.
- f. The employee may only receive donated leave for a maximum of one year.

The leave donation program shall be administered on a pay-period-by-pay-period basis. Employees using donated leave shall be considered on active pay status, and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.

Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

Donated leave shall not count toward the probationary period of an employee if received during his or her probationary period.

Donated leave shall be considered sick leave, but shall NEVER be converted into a cash benefit.

Eligibility to receive donated leave under this policy shall cease upon:

- a. certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or
- b. an employee's application for retirement is approved;
- c. death of the employee, whichever should first occur; or
- d. exhaustion of available leave in the leave bank.

CIVIC DUTY LEAVE

Jury Duty

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The City will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours he was scheduled on that day. The employee must give the City prior notice of jury duty.

Work-Related Proceedings

Employees who are required by the City to appear in court or other proceeding on behalf of the City, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the City. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

Personal Matters

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the City, must seek an approved vacation leave or unpaid leave of absence.

VACATION LEAVE

Vacation Leave Accrual

Effective July 1, 2018 Full-time City employees shall be entitled to use vacation after completion of six months of public employment with the City. Vacation time is credited each bi-weekly pay period at rates as established below. An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

Each full-time employee will accrue vacation leave with full pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours Earned Each Biweekly Pay</u>
0 – 5 years	3.08 hours
5 – 11 years	4.62 hours
11 – 15 years	6.16 hours
15 plus years	7.70 hours

Effective January 1, 2022 any permanent part-time employee working 20 or more per week will begin earning vacation accruals based upon their total years of public service. For permanent half-time the accruals will be as follows:

<u>Length of Service</u>	<u>Hours Earned Each Biweekly Pay</u>
0-5 years	1.54 hours
5-11 years	2.31 hours
11-15 years	3.08 hours
15 plus years	3.85 hours

For permanent three-quarter employee accruals will be as follows:

<u>Completed Years of Service</u>	<u>Hours Earned Biweekly Pay</u>
0-5 years	2.31
5-11 years	3.47

12-15 years	4.62
15 plus	5.78

Vacation leave will accrue during periods of authorized paid leaves of absence but will not accrue while an employee is on unpaid leave status.

In accordance with O.R.C. § 9.44, employees may be entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. It is the employee's responsibility to provide necessary documentation of prior service.

Vacation Leave Use

Vacation may only be used with the prior approval of the Appointing Authority, or designee.

An employee may only accumulate vacation leave up to a maximum of two hundred and forty (240) hours. When this balance of 240 hours is reached, the employee shall accrue no further vacation.

The City may revoke vacation leave that has been approved if required by operational reasons.

In the case of the death of an employee, the unused vacation leave credited to the employee shall be paid to the surviving spouse, or secondarily, the employee's estate.

FUNERAL LEAVE

Each full-time employee shall be granted a paid leave not to exceed three (3) working days upon a death in the employee's immediate family. Immediate family is for the purpose of Funeral Leave is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; grandparent-in-law, aunts and uncles; legal guardian; or other person who stands in place of a parent.

It is recognized that situations may develop where a death other than in the employee's immediate family warrants the City granting paid leave. The Appointing Authority may grant such paid leave based upon the circumstances peculiar to each case.

Funeral leave may be used to attend the funeral, make funeral arrangements, or attend to other matters directly related to the funeral.

Permanent Part-Time Employees

Employee would be paid the hours the employee was scheduled to work during the leave; if the employee was not scheduled to work during the leave, then payment would not be paid. Such time shall not exceed three (3) days.

MILITARY LEAVE

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Paid Military Leave

Non – bargaining unit must refer to current contract language. All non-bargaining unit City employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to the City as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)-hour working days or one hundred seventy-six (176) hours within a year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and his/her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the City for that period.

Employees who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours in a year, may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

Also see Family and Medical Leave Act Policy

UNPAID LEAVE

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. The Appointing Authority, or designee, has sole discretion to grant or deny the leave. A personal leave of absence may be granted for one day to six months for any reason the Appointing Authority, or designee, deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to his former position or to a similar position within the same classification.

While on leave without pay status, an employee shall not accumulate paid leave or holiday pay. An employee on a non-FMLA unpaid leave of absence will be given COBRA notification regarding his health insurance benefits.

The Appointing Authority, or designee, may revoke an unpaid leave of absence for business reasons upon one week's written notice to the employee that he must return to work. An employee on an unpaid leave of absence who is determined to be using the leave for purposes other than for which the leave was granted may be ordered to return to work immediately.

HOLIDAYS

The following days shall be considered legal holidays for which full-time, non-union employees shall receive their regular compensation:

- a. New Year's Day (January 1)
- b. Martin Luther King, Jr. Day (third Monday in January)
- c. Presidents Day (third Monday in February)
- d. Memorial Day (last Monday in May)
- e. Juneteenth (June 19)

- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)
- h. Veterans Day (November 11)
- i. Thanksgiving Day (fourth Thursday in November)
- j. Day after Thanksgiving
- k. Day before Christmas Day
- l. Christmas Day (December 25)
- m. Day before New Year's Day
- n. Personal day
- n. Any day or part of any day as proclaimed by the Mayor

Employees may use personal days only with prior approval of the Appointing Authority or appropriate designee. All bargaining unit employees should refer to their applicable collective bargaining agreement for holiday scheduling.

If any day designated in this section as a legal holiday falls on Saturday or Sunday, then either the Friday preceding or the Monday succeeding either day will be designated by the Mayor as a legal holiday.

If an employee is on unpaid leave, the employee is not entitled to holiday pay.

All full-time employees are entitled to eight (8) hours' of pay at their current rate of pay, or ten (10) hours of pay if assigned to a ten (10) hour shift.

Employees shall not be required to work on holidays unless failure to work would impair City service.

Any employee required to work on a holiday listed in this section shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours' holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the employee is regularly assigned to a ten (10) hour shift.

Employees called in on a holiday because of an emergency, will be compensated at the rate describe under Emergency Holiday Call-in Pay

If a holiday falls on an employee's scheduled day off, the employee shall be entitled to an additional eight (8) hours' pay at the straight-time rate if the employee is regularly assigned to an

eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift.

If a holiday occurs when an employee is on paid leave, the employee will be entitled to eight (8) hours holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation

WORKERS' COMPENSATION

State law provides that all employees are covered by Workers' Compensation for injuries that arise out of or in the course of employment.

Should an employee be injured during the course of employment with the City, he or she shall report to his or her supervisor within 24 hours or as soon as possible thereafter, and his or her supervisor shall notify his or department/division head and shall complete an Injury Report Form. This report shall be completed, regardless of the apparent seriousness of the injury, and regardless whether medical attention is required. Such report shall be forwarded to the department/division head (or designee) no later than 48 hours after the accident. An employee injured in a work-related accident may be required by the department/division head to see a physician. This completed report should be forwarded to the Ohio Bureau of Workers' Compensation through the Director of Human Resources.

Should the department/division head require it, or should an employee's injury require medical attention, the supervisor shall provide the injured employee with a Workers' Compensation claim form, which shall be completed by the attending physician.

In the event of serious injury, the injured employee's supervisor shall notify the department/division head and Appointing Authority immediately so that, if necessary, an investigation may be initiated.

The department/division head must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing their expected date of return to work (if known).

Any documents received from the injured employee, his or her physician, hospital, or the state, regarding a Workers' Compensation claim must be immediately forwarded to the Human Resources Department.

Employees who are injured in the line of duty and must leave work before completing their workday period shall be paid at their regular compensation rate for the balance of time left in their scheduled workday.

An injured employee may elect to use accrued injury leave, sick leave, and vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation.

Further information on Workers' Compensation can be obtained through the Human Resources Department.

TRANSITIONAL WORK PROGRAM

It is the policy of the City to have a program that will allow employees who have temporary work limitations due to an accident, injury, or illness to return to work while they complete their recovery. The program will provide a suitable, temporary work assignment during the period of time that the employee completes the recovery process.

Full-time, non-union employees who are expected to have a temporary period of job performance limitation (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. Employees must also meet all of the following criteria:

- a. have an injury, accident, or illness, or a reoccurrence or exacerbation of a preexisting condition, occurring on or after the effective date of this policy;
- b. have been released for participation in the program by their doctor; and
- c. have the potential of returning to their original job and performing the essential job functions through recovery or job modification.

All full-time employees will have a maximum duration of 90 days. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their cases reviewed by the Human Resources Director on an as-needed basis.

The employee will be:

- a. paid at his or her regular hourly rate of pay while participating in a transitional work program; and
- b. considered to be in active pay status for the purpose of legislative pay increases.

Employees who are required to attend occupational or physical therapy or doctor appointments should schedule those appointments on non-working hours or take sick leave.

Gradual Return to Work

Employees who are capable of working 20 hours per week or more will be granted participation in a gradual return to work program. The City will pay the regular rate of pay for hours worked by the employee. The remaining time will be paid through either Workers' Compensation, disability claim, or available leave balances.

Temporary Work Assignment

Work assignments may include the following:

- a. original work assignment and shift with duty modification;
- b. same work activity at different location and/or shift;
- c. different work activity, same shift; and
- d. different work activity and shift.

All participants in the transitional work program will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury report policies and procedures.

The TWP may be terminated due to a lack of medical necessity, lack of progress, or change in the employee's medical/psychological condition.

CREDIT CARD FLEET POLICY

Generally: Credit/fleet cards are not intended to avoid or bypass the competitive bid requirements, appropriation of funds, approval process, or payment process. The City Auditor will assign a Compliance Officer from his/her staff. Expenditures may not exceed appropriations under any circumstances. Credit cards can be used for in-store purchases as well as mail, email, internet, telephone and fax orders. Fleet cards are to be used for gas purchases only. Credit/fleet cards are not an ATM card or a debit card. It cannot be used for cash withdrawals nor personal or non-work related purchases. If there are points for purchase related to the card, the points are the property of the City and should not be used for any personal redemption.

- a. Credit/Fleet card issued to Department heads and other employees with prior approval from the City Auditor.
- b. This policy is for any credit and or fleet card issued to conduct business on behalf of the City.

- c. All credit cards issued for City business must have “City of Reynoldsburg” on the card.

Cardholder Responsibilities

- a. Is an individual who has been approved to pay for certain work-related expenses with a credit card. The cardholder is responsible for the security and physical custody of the card and is accountable for all transactions made with the card. If a card is lost or stolen, it must be reported to the Auditor’s office and Department head immediately.
- b. Every purchase must have a detailed itemized receipt.
- c. All receipts and documentation must be submitted with the purchase order for payment of the credit/fleet card statement.
- d. Employees knowingly misusing a City credit card will be liable both civilly and criminally for any unauthorized use of the City credit cards and/or failure to follow established policy.
- e. Unauthorized use or personal use must be reimbursed to the city within 24 hours of the charge. Continued misuse of card will result in loss of credit card privileges and disciplinary action.
- f. Upon separation from the City, credit/fleet cards in the possession of an employee must be returned to the Auditor’s Department prior to receiving final paycheck.
- g. Each employee issued a credit/fleet card will be required to sign an acknowledgment of the policy at the time of receipt of the card.

TRAVEL POLICY AND REIMBURSEMENT

Effect August 1, 2018 Employees of the City are to receive reimbursement for expenses incurred if required to travel on official City business. Employees are eligible for expense reimbursement only when travel has been authorized in writing by the Employer. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls

- 1. Employees shall attempt to secure a City vehicle to attend authorized training or to conduct City business. If a City vehicle is not available, employees shall be reimbursed for actual miles, while on official City business, at the standard rate of allowance

permitted by the Internal Revenue Service when using a personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only the individual whose personal vehicle is used when two or more employees travel on the same trip, in the same vehicle.

2. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
3. No expense reimbursements are paid for travel between home and office, unless travel between home and the official destination is less than between the office and official destination. In that case, expense reimbursements are paid between the home and the official destination.

B. Overnight Travel

When able, employees shall attempt to put travel expenses (lodging, transportation, meals, etc.) on a City credit card. In instances where this is not possible, the following policy shall apply:

1. Meals

- a. An employee shall be entitled to receive reimbursement for meals when traveling overnight on City business. The amount will be paid for meals that are not already included in the registration and/or lodging accommodations regardless if the employee chooses to attend the meal. Agendas and Hotel Registration must accompany the request for travel.
- b. Employees will be reimbursed for expenses using per diem amounts in accordance with the Federal Continental United States (CONUS) which identify per diem rates by geographic location. If the employee's destination is not specifically listed, the standard CONUS rate applies. Under no circumstances will reimbursement be given for alcohol purchases. No receipts are required when receiving reimbursement under the per diem method.

2. Lodging

- a. Expenses covering the actual cost of overnight lodging will be reimbursed in full when an employee travels out of the three (3) counties that Reynoldsburg

is located in, on official City business and such travel requires an overnight stay (75 miles or greater from City offices). Employees shall ensure a government rate is secured when available and state sales tax is not included.

- b. Lodging expenses will be reimbursed only with the prior written authorization of the Employer. In obtaining prior authorization, employees shall provide the name of the hotel and expected cost.

3. Transportation

- a. Employees traveling within a drivable distance on official City business shall be reimbursed at IRS rate for mileage reimbursement.
- b. When travel by air or other carrier is necessary, employees shall secure the best available rate. Employees shall not use personal reward programs, frequent flyer memberships, hotel points/rewards, etc. to earn rewards when traveling on official City business.
- c. In instances where a rental car is necessary, reimbursement will be granted for a car type that is reasonable for the location, number of travelers, etc. Reimbursement will not be granted for luxury vehicles or rentals deemed unnecessary at the discretion of the Employer. Any tickets, parking or moving violations will not be paid by the City.

4. Incidental Expenses

- a. Employees will be reimbursed for reasonable incidental expenses defined as fees and tips (not to exceed 20%) given to porters, baggage carriers, hotel staff and staff on ships.

C. Daily Travel

For travel that does not require an overnight stay, reasonable expenses incurred for parking (with receipt) and IRS mileage rate on official City business will be reimbursed with the approval of the Employer.

COMPUTER USE POLICY

Email

Policy Overview

Electronic mail (“Email”) is pervasively used in almost all industry verticals and is often the primary communication and awareness method within an organization. At the same time, misuse of Email can post many legal, privacy and security risks, thus it is important for users to understand the appropriate use of electronic communications.

The purpose of this Email policy is to ensure the proper use of the City of Reynoldsburg Email system and make users aware of what City of Reynoldsburg deems as acceptable and unacceptable use of its Email system. This policy outlines the minimum requirements for use of Email within the City of Reynoldsburg Network. Limited exceptions to the policy may occur. Any exception must be approved by management and these exceptions must be clearly documented.

This policy covers appropriate use of any Email sent from a City of Reynoldsburg Email address or a City of Reynoldsburg owned device and applies to all employees, vendors, and agents operating on behalf of the City of Reynoldsburg.

Acceptable Use

All use of Email must be consistent with the City of Reynoldsburg policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices.

The City of Reynoldsburg Email account should be used primarily for City of Reynoldsburg business related purposes; personal communication is permitted on a limited basis, but non-City of Reynoldsburg related commercial use is prohibited.

Email should be retained only if it qualifies as a City of Reynoldsburg business record. Email is a City of Reynoldsburg business record if there exists a legitimate and ongoing business reason to preserve the information contained in the Email.

Email that is identified as a City of Reynoldsburg business record shall be retained according to City of Reynoldsburg Record Retention Schedule.

The City of Reynoldsburg Email system shall not be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any Emails with this content from any City of Reynoldsburg employee should report the matter to their supervisor immediately.

Users are prohibited from automatically forwarding City of Reynoldsburg Email to a third-party Email system. Individual messages which are forwarded by the user must not contain City of Reynoldsburg confidential or above information.

Users are prohibited from using third-party Email systems and storage servers such as Google, Yahoo, MSN Hotmail, etc. to conduct City of Reynoldsburg business, to create or memorialize any binding transactions, or to store or retain Email on behalf of City of Reynoldsburg. Such communications and transactions should be conducted through proper channels using the City of Reynoldsburg-approved documentation.

Expectation of Privacy

City of Reynoldsburg employees shall have no expectation of privacy in anything they store, send or receive on the Email system.

The City of Reynoldsburg may monitor messages without prior notice. The City of Reynoldsburg is not obliged to monitor Email messages.

Compliance

The Information Technology team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thru, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Any exception to the policy must be approved by the Information Technology team in advance.

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Mobile Device Policy

Policy Overview

The City of Reynoldsburg grants its employees the privilege of using personal smartphones or tablets of their choosing at to connect to their corporate Email. The City of Reynoldsburg reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

This policy is intended to protect the security and integrity of the City of Reynoldsburg's data and technology infrastructure. Limited exceptions to the policy may occur. Any exception must be approved by management and these exceptions must be clearly documented.

City of Reynoldsburg employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network. The City of Reynoldsburg Information Technology team reserves the right to make changes to this policy at any time.

Acceptable Use

The company defines acceptable business use as activities that directly or indirectly support the business of the City of Reynoldsburg.

Employees may use their mobile device to access the following company-owned resources: corporate email, calendar, and contacts.

The City of Reynoldsburg has a zero-tolerance policy for texting or Emailing while driving and only hands-free talking while driving is permitted.

Devices and Support

Smartphones including iPhone (iOS), Android, Blackberry, and Windows phones running the latest operating system version are allowed.

Tablet devices such as iPads, Chrome Books, and Nooks running the latest operating system version are allowed.

Although some connectivity issues are supported by IT; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.

Devices must be presented to IT for proper job provisioning and configuration.

Prior to trading in, upgrading or selling their mobile device the employee must provide the IT department with the device to properly remove corporate connected resources.

Prior to an employee's departure, the employee must provide their mobile device to the IT department to properly remove corporate connected resources.

Reimbursement

The company will not reimburse the employee for a percentage of the cost of the device.

The company will not reimburse the employee for the following charges: roaming, plan overages, etc.

The employee will not be compensated should they choose to access corporate resources during non-work hours.

Security

In order to prevent unauthorized access, devices must be password protected using the features of the device. The password must be a minimum of six characters. Four-digit passwords are not acceptable. Other biometric features (such as facial recognition and fingerprint) are acceptable means to secure your device, but only if approved by IT.

The device must lock itself with a password if it is idle for five minutes. Setting the lock time to less than five minutes is also acceptable.

After 10 failed login attempts, the device must be configured to lock. Setting the attempts to less than 10 is also acceptable.

Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network or any City of Reynoldsburg related equipment. This includes use of the Employee Wi-Fi network.

Smartphones and tablets that are not on the company's list of supported devices are not allowed to connect to the network.

Employees' access to company data is limited based on user profiles defined by IT and are automatically enforced.

The employee's device will be remotely wiped if 1) the device is lost, 2) the employee terminates his or her employment, 3) IT detects a data or policy breach, a virus or similar threat to the security of the company's data and technology infrastructure.

Risks/Liabilities/Disclaimers

While IT will take every precaution to prevent the employee's personal data from being lost in the event it must remotely wipe a device, it is the employee's responsibility to take additional precautions, such as backing up Email, contacts, etc.

The company reserves the right to disconnect devices or disable services without notification.

The employee will not transfer, store or retain corporate data outside of the approved applications.

Lost or stolen devices must be reported to the company immediately. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

The employee is expected to use his or her devices in an ethical manner at all times and adhere to the company's acceptable use policy as outlined above.

The employee is personally liable for all costs associated with his or her device.

The employee assumes full liability for risks including, but not limited to, the partial or complete personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

The City of Reynoldsburg reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

Computer, Internet, and Network Policy

Policy Overview

The City of Reynoldsburg strives to protect all data stored on any computer. By using a computer owned by The City of Reynoldsburg, or accessing the Internet on any device, or connecting to The City of Reynoldsburg Network, employees must understand the means by which these items can be used.

Acceptable Use and Right to Search

City computers and information systems are property of the City of Reynoldsburg. They may be used only for explicitly authorized purposes. The City reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the City and authorized City supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Employees have no right to privacy with regard to the Internet and email on City systems. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted

from computers and information systems. When necessary, Internet, Email, and any other electronic messaging usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any City computer must be licensed to the City. No City employee may install, uninstall, or reconfigure any software or hardware owned by the city without prior authorization from their Supervisor. The use of privately owned or contractor-owned devices (i.e., PDAs, smart phones, and laptops) for official city business must be authorized in advance by the City.

Prohibited Use

The list below describes Prohibited Uses of Computers and Information Systems, including but not limited to Email and the Internet.

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters that are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the City).
11. Disseminating unauthorized confidential or proprietary City documents, information, or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the City without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others

- based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually oriented messages or images.
 17. Using the Internet or instant messenger for political activity.
 18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
 19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) due to the limited bandwidth of the system.
 20. Intentionally using Internet facilities to disable impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
 21. Speaking to the media or to the public within any news group or chat room on behalf of the City if not expressly authorized to represent the City.
 22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to city-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in City computers and information systems will be confidential or private regardless of the employee's intent. Please remember that there is no expectation of privacy for anything sent by Email or other electronic communication means, and that others can view this information at any time.

Securing Equipment and Proper Disposal

City employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

Portable computer equipment must also be properly inventoried and tracked. Routine inventories of electronic equipment should be conducted on a regular basis to confirm it is still available and that the data is still accessible, should this apply.

Equipment that is at a higher risk for being lost or stolen should be reviewed by IT. In some cases, the equipment will need to be encrypted to add an additional layer of security to the contents. IT should be aware of all equipment and each employee is responsible to make sure IT has approved and protected the device in use.

Should equipment become old, outdated, or simply not be used anymore, it must be destroyed of properly. This equipment is to be given to IT, documented of removal from use, and disposed of properly according to the policy for removing or destroying property of the City of Reynoldsburg.

SOCIAL MEDIA LIMITATIONS

The City supports the free exchange of information and camaraderie among employees on the internet. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the City or its employees, or engaging in posting inappropriate material about the City or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action.

Employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays about coworkers, supervisors or the City that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the City's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic.
2. Statements or uses of the City's logo which are slanderous or detrimental, including evidence of the misuse of the City's authority, information, insignia or equipment.
3. Unprofessional communication which, if left unaddressed, could potentially result in a civil or criminal cause of action against the City. Unprofessional communication also includes that which the City could demonstrate has a substantial risk of negatively affecting the City's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or the City's ability to maintain an efficient workplace.

Social media sites may be inspected by the City for cause to determine potential policy violations. If an employee believes that an online communication violates a City policy, the employee should immediately report the communication to a supervisor. The City may investigate the matter, determine whether such communication violates policy, and take appropriate action. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

CITY PROPERTY

General

Employees are prohibited from using City materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using City materials, tools, facilities, or equipment. All City tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the City. Employees who separate from service with the City are responsible for return of reusable City property in her possession.

Employees have no reasonable expectation of privacy in the use of City property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the City reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search City property and facilities or any other enclosed or open area within City property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The City also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from City facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The City reserves the right to monitor any phone at any time. Personal phone calls must be kept to an "on emergency basis" only. Toll calls and/or long distance for personal reasons shall not be charged to the City.

The City may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, City-issued cellular phones are considered City property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of City cellular phones while operating a motor vehicle (City-owned or personal) is prohibited.

FLEET SAFETY POLICY

A. Purpose

This is a written plan detailing the operation of City of Reynoldsburg (City) owned vehicles. The intent of this plan is to establish policies and procedures that ensure a safe work environment for employees, a positive public image, and protect against liability for vehicle use.

B. Use of City of Reynoldsburg Owned Vehicle

The use of City owned vehicles will be restricted to City employees at least eighteen (18) years of age, who retain a valid Ohio driver's license, and are engaged in the action of their official duties as an employee of the City. All operators shall observe the following:

1. All traffic laws are to be obeyed as outlined by the State of Ohio Bureau of Motor Vehicles or by General Statute;
2. Seat belts must be used anytime vehicle wheels are in motion. This applies to all city vehicles, any vehicle on city premises, and any vehicle used on city business. The driver is responsible for ensuring all passengers use seat belts;
3. Special endorsements or licenses required by the Ohio Department of Public Safety must be obtained and kept current by the employee;
4. The department head will assign and authorize the use of a City owned vehicles using this document as a guideline subject to approval of the Appointing Authority;
5. A copy of the employees' Motor Vehicle Report (MVR) shall be provided to Human Resources prior to permanent hiring of a new employee who will operate a City owned/leased vehicle-. A Motor Vehicle Report (MVR) will be ordered by the Human Resources Department periodically for all City employees operating City owned/leased vehicles. This document will become part of the employee's personnel file, and shall be maintained by the Human Resources Department;
6. The operator shall maintain all insurance and documents required by the the Ohio Department of Public Safety in the glove box of his/her assigned vehicle;
7. City owned vehicles and installed equipment shall be properly maintained;
8. The City of Reynoldsburg shall not be responsible for personal items that are lost or stolen while in City owned vehicles;
9. NO USE OF ANY TOBACCO PRODUCTS will be allowed in City owned vehicles (Violation of this shall be subject to disciplinary action as outlined in the City of Reynoldsburg Personnel Procedure Manual);
10. Alcoholic beverages or any illegal drugs are not permitted in City vehicles at any time (Law Enforcement personnel, or authorized Public safety personnel may transport alcoholic beverages or drugs that have been lawfully confiscated or scheduled for use during training exercises);
11. For the purpose of this policy, the daily commutes to and from the employee's work location and normal meal periods within on-duty hours are considered official use for employees who are using a City owned vehicle for commuting to and from work or during their lunch period;

12. Passengers who are not City employees are not allowed to be transported in City vehicles except on official City business or if approved in writing by the employee's department head (employee and passenger (if 18 or older)

13.

C. Minimum Defensive/Safe Driving Expectations

Use these safe driving practices at all times to help avoid crashes:

- Look ahead of your vehicle where you will be in the next 8-10 seconds, as far as possible on highways and two blocks ahead in city traffic.
- Keep eyes moving and scan for potential hazards -- shift eye attention every two seconds and don't focus on single objects or stare.
- Maintain safe following distance -- minimum of two seconds under good conditions and four seconds under poor weather/road conditions.
- Approach all intersections with caution and look Left-Right-Left before proceeding.
- Use directional signals early when making turns, lane changes, and passing maneuvers.
- Adjust mirrors properly before each trip and check them every 5-10 seconds while driving.
- Avoid backing whenever possible. If you must back, get out and check the area if vision behind the vehicle is restricted.
- Use headlights at all times for improved visibility.

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D. Vehicle Assignment

Vehicle assignment shall be at the discretion of the individual department head. Vehicles assigned that are left at City facilities after hours shall be secured and stored in a protected location when available.

E. Accident Reporting

All motor vehicle accidents shall be reported immediately. In addition, the following is required for each accident:

1. Immediately notify the Police Department or the appropriate law enforcement agency to investigate all accidents involving City owned vehicles. For non-injury accidents, call the non-emergency number 614-866-6622 and identify yourself as a City employee driving a city owned vehicle. For injury accidents, call 911; and
2. Notify the direct supervisor/director and/or Human Resources.
3. The Department Head or Supervisor will be responsible for obtaining repair estimates and forwarding this information to Risk Management (Human Resources)
4. The Risk Manager shall be responsible for notifying the appropriate insurance related carrier to report any claims activity.

F. Post-Accident Drug Test

1. An employee shall submit to a post-accident drug test if he/she is involved in a traffic accident or for a violation of any law while operating a City owned vehicle or a personal vehicle while performing his or her duties as a City employee.
2. Any employee shall submit to a post-accident drug test if he/she is involved in an on-the-job accident where:
 - a. Death results;
 - b. Any person is injured and/or transported from the accident scene for medical attention;
 - c. Any of the vehicles must be towed from the scene; or
 - d. The employee is cited for a moving violation.
3. Any employee shall submit to a post-accident drug test if there is reasonable suspicion to believe that he or she is in violation of this policy by observed actions or physical evidence while performing his or her duties as a City employee.

G. Employee Accountability

All employees using City owned vehicles shall be accountable for their actions while operating City vehicles. The privilege to operate any City owned vehicle shall be suspended, restricted or revoked with cause by the Department Head or City Management. Accidents involving City owned vehicles or City of Reynoldsburg employees shall be investigated by the police department. Findings will be presented to the Department Head.

Driver Requirements:

1. Each driver of a City owned vehicle must have a valid Ohio drivers/operator's license. Should an employee who drives a City owned vehicle be involved in an incident, on or off the job, where his/her license is suspended or revoked, the employee is obligated to inform his/her immediate supervisor and the Human Resources Director within 24 hours of the incident. Failure to inform the City of a suspended or revoked license shall result in disciplinary action according to the Personnel Policy.
2. Driver Disqualifications:
 1. No valid driver's license
 2. Currently insured with an SR22
 3. OVI conviction w/in five years of application or pled to a lesser charge (e.g. reckless operation)
 4. More than (1) OVI conviction as an adult
 5. More than (2) OVI convictions if one conviction was a juvenile
 6. Hit and run crash conviction
 7. Vehicular homicide or assault conviction
 8. More than two moving violations in the past three years (includes preventable or at-fault accidents).

9. One (1) revocation or suspension of a driver's license as an adult, in effect, due to point's violations or by the courts, in the last five years unless applicant can show that the suspension was the result of an error by the BMV, a random selection or administrative overlap

Driving of Personal Vehicles for City Business

If job duties require use of a personal vehicle on company business, liability insurance with minimum limits of \$100,000/\$300,000 must be maintained.

Moving Violations

The employee operating the City owned vehicle shall be responsible for any fines or penalties as a result of a violation of the state of Ohio laws. Any violation, on or off duty, for speeding 10 mph or more over the speed limit, reckless driving, DWI, speeding in school zone, or other serious moving violation shall be reported to the Department Head within twenty-four (24) hours. Moving violations may be subject to disciplinary action. Drivers may be subject to random checks of their driving history. Failure to report a moving violation to your Department Head shall result in disciplinary action as outlined in the City of Reynoldsburg Personnel Policy.

H. Distracted Driving

Distracted driving is any activity that diverts attention from driving, including talking or texting on your phone, eating and drinking, talking to people in your vehicle, fiddling with the stereo, entertainment or navigation system — anything that takes your attention away from the task of safe driving.

You cannot drive safely unless the task of driving has your full attention. Any non-driving activity you engage in is a potential distraction and increases your risk of crashing.

Employees are prohibited from using cellular telephones while operating a City owned or operated vehicle. If it is necessary for the employee to take a call, the employee shall pull off the road to a safe and nonhazardous location.

Emergency response or safety sensitive position employees are allowed to use cellular telephone devices. However, the use of the cellular phone shall be used with caution and constant observation of the road condition(s) or hazard(s) present at the time of driving.

The City prohibits any form of distracted driving which includes texting, emailing or reading emails while driving.

I. Vehicle Maintenance Procedures

All requested or required maintenance procedures should be routed through the Fleet Maintenance Supervisor which will decide whether or not to initiate repairs in house or within outside contractor, based on description of procedure, timeline of repair, and current workload.

- J. Cleaning of Vehicles
 - 1. Vehicles must be kept clean at all times. It is the assigned drivers obligation and responsibility to maintain the vehicle in clean condition.
- K. Maintenance of Vehicles
 - 1. It is the responsibility of the assigned driver to report any maintenance or operational issues with a vehicle promptly.
 - 2. The City Fleet Maintenance division will do servicing of all vehicles, unless the work cannot be conducted in house.
 - 3. Special equipment installed on the vehicle (fire extinguisher, flashlights, gas cards, first aid kits, etc.) must stay within that vehicle at all times. Note: Special equipment shall be used only for official City use.
 - 4. Fuel levels are to be checked and maintained daily.
 - 5. The City Garage is not responsible for personal items that are lost or stolen while the vehicle is located at the City Garage or at an outside contracted facility.
 - 6. No City employee is authorized to alter any equipment installed in a city vehicle or repair any city vehicle, with the exception of Fleet Maintenance equipment, which may be repaired by their respective personnel.

Equipment Citations

Employees who operate City vehicles shall assure that their assigned vehicle is roadworthy. Any vehicle deemed unsafe should be reported to the Department Head and the City Fleet Maintenance Supervisor immediately. The operator should use good judgement to assure compliance with weight and marking regulations that apply to the vehicle he/she is operating.

TOBACCO USE POLICY

In order to promote a healthy and comfortable work environment, City employees are prohibited from using tobacco while on City property, while performing duties related to City employment whether on or off site, while traveling for City business, and in any other circumstances or locations where an employee is representing the interests of the City, except as authorized by the Mayor. City property includes, but is not limited to: buildings, offices, restrooms, hallways,

common work areas, parking lots, garages, City vehicles, conference rooms, sidewalks, green space, stairs, cafeterias/break rooms, and storage areas.

For the purpose of this policy, tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. The definition is intended to include all products that deliver nicotine for purposes other than cessation.

DRUG AND ALCOHOL POLICY

Drug-Free Workplace

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The City may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The City maintains a drug and alcohol free workplace. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting City business. Also prohibited is the illegal use of legal substances.

In order to further the City's objective of maintaining a safe, healthful, and drug-free workplace, the City may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a

workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

Drug Policy

Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

The City has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in

accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

Medical Marijuana

Medical Marijuana was legalized by the State of Ohio under House Bill 523 in 2016. However, medicinal use of marijuana has not been approved by the U.S. Food and Drug Administration (FDA). As such, the use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, is prohibited under the City's Drug Free Workplace Policy. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

There is nothing within in House Bill 523 that requires the City of Reynoldsburg as an employer to permit or accommodate an employee's use, possession, or distribution of medical marijuana. The use of medical marijuana will not be considered a reasonable accommodation for an alleged disability. In addition, the law does not prohibit an employer from taking any adverse employment action because of an employee's or prospective employee's use, possession or distribution of medical marijuana.

The City reserves the right to test any employee for reasonable suspicion and post-accident. Employees that have a Commercial Driver's License are subject to random drug testing.

While CBD oils and supplements are not unlawful under Ohio law, employees must recognize some use of CBD products can result in a positive drug test for marijuana depending on the THC content. An employee who tests positive as a result of using CBD products is still subject to the City's drug free workplace policy.

Drug and Alcohol Testing Policy

In order to maintain a safe and healthful work environment, the City reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the City has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the City's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a City representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the City. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.

Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.

Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the City's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

Employee that hold a Commercial Driver's License (CDL) or Commercial Learner's permit (CLP) will be required to register the Federal Motor Carriers S – A (FMCSA) Clearinghouse and enter their personal information and the City of Reynoldsburg or their designee will have the requirement that the following personal information collected and maintained under this part shall be reported to the Clearing House

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any test required by subpart C of this part;
- An employer's report of actual knowledge, as defined at § 382.107:
 - On duty alcohol use pursuant to § 382.205;
 - Pre-duty alcohol use pursuant to § 382.207;
 - Alcohol use following an accident pursuant to § 382.209; and
 - Controlled substance use pursuant to § 382.213;

- A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;
 - A negative return-to-duty test; and
 - An employer's report of completion of follow-up testing.

Discipline

The City may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the City will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test].

Refusal to Test

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

- Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
- Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
- Failure to execute or release forms required as part of the testing process.

Prescriptions/OTC Medications

Employees must inform the City if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any City function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

WORKPLACE VIOLENCE

Zero Tolerance

The City is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the City enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical

violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on City property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

Prohibited Acts of Violence

Prohibited acts of workplace violence include, but are not limited to, the following: (1) hitting or shoving; (2) threatening harm to an employee or his family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for his safety (7) suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimidation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

Warning Signs and Risk Factors

The following are examples of warning signs, symptoms and risk factors that may indicate an employee’s potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating statements such as: “You know what happened in Oklahoma City,” “I’ll get even,” or “You haven’t heard the last from me.”; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a “loner,” avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

PERSONAL APPEARANCE

The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.

Clothing shall be conducive to the safe and effective performance of required job duties.

Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.

Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.

The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee. Employees that are provided work wear will be required to wear it.

Non-Uniform Clothing

Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

INVESTIGATIONS AND DISCIPLINE

The City has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Classified employees may be placed on a paid “administrative” leave of absence with pay pending an investigation. A classified employee who has been charged with a violation of law that is punishable as a felony may be placed on unpaid “administrative” leave, for a period not to exceed two months, pending an investigation. However, a classified employee who is placed on unpaid leave and is later exonerated of a felony must be reimbursed for lost pay, plus interest, and lost benefits. Unclassified employees may be placed on paid or unpaid leave pending an investigation.

Employees who have completed their probationary period and who are in the classified civil services may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee’s position, the employee’s record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the City’s discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good

behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of the City is to be respected at all times; as such, an employee's off duty conduct that could reasonably negatively impact the City may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee's immediate supervisor.

Employees have an obligation to immediately inform the City of any on-duty or off-duty arrests or convictions. An arrest or conviction may, or may not, result in discipline depending on the nature of the incident, the job performed, and other relevant considerations. Employees will not be granted vacation leave in order to serve jail time.

The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The City may investigate the employee's alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although the City may utilize information obtained during other investigations, the City's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with the City is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of City Policies and Procedures. This duty includes incidents actually observed, reported by residents, reported by staff, or suspected due to other facts.

When the City believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against him. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative respond. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Unclassified employees are not entitled to a pre-disciplinary conference.

Classified employees may appeal suspensions of more than three (3) days, reductions in pay or position, or removals to the Civil Service Commission consistent with the City's civil service rules.

COMPLAINT PROCEDURE

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. The City believes these questions and concerns heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought according to the unlawful discrimination and harassment policy contained in this manual.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and City as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

Step 1: Immediate Supervisor

An employee having a complaint shall file it in writing with his Immediate Supervisor, as outlined in the procedure for his work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

Step 2: Department Head

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a written response in a timely manner.

Step 3: Mayor (or Designee)

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Mayor, or Designee, within seven (7) calendar days. The Mayor, or Designee, will review all material provided and will provide the employee with a written response in a timely manner.

Step 4: Civil Service Commission

1. If the complaint is not resolved, the aggrieved may file an appeal with the Appointing Authority within five (5) working days after receiving a reply from the Director as

- noted in Step 3. All decisions of the Appointing Authority are final, except those under the jurisdiction of the Reynoldsburg Civil Service Commission.
2. This grievance procedure will not apply to matters of reduction in pay, involuntary discharge, demotion, or suspension. There is a separate appeal process for classified employees under the Civil Service Commission to handle these problems.

Time limits as set forth in the procedure may be extended by mutual agreement of the parties in writing.

DURATION OF RECORDS

All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any records of documented warnings will be removed from the file, upon the written request of the employee, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. Written reprimands will be removed from the file upon the request of the employee, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the employee's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. All actions of record including warnings, written reprimands, and suspensions removed from an employee's personnel file shall be maintained in a separate sealed file. Reductions in pay or position shall be removed from a personnel file and shall be maintained in a sealed file upon the employee's request, four (4) years after such action was taken provided that the City can show no compelling need to retain such records beyond this time limit. Removed records, maintained in a sealed file, may only be accessed by the City in response to and defense of allegations filed against the City or its officials by the employee or by a third party, but shall not be utilized for any other purpose including discipline, promotions, or assignments, or pursuant to applicable law.

Removed records shall be destroyed in accordance with the City Records Commission.

LACTATION BREAKS

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from

workers and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee.

CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of the City. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

City employees are prohibited from carrying firearms any time they are working for the City or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a City identification badge, uniform, or other City issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off City premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a City owned vehicle.

This policy does not prohibit employees, possessing a valid license to carry a concealed handgun, from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. City Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a City owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on City premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the City, acting within the course and scope of employment, or acting as a representative of the City.

AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)
 US Mail: Ohio Auditor of State's Office
 Special Investigations Unit
 88 East Broad Street
 P.O. Box 1140
 Columbus, OH 43215
 Web: www.ohioauditor.gov

CONTACT WITH NEWS MEDIA/RESIDENTS

Any employee contacted by the news media or a citizen on a matter related to City operations should direct the caller to contact the Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the City from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the City.

EMPLOYEE INFORMATION AND RECORDS

Employee Information

The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to his last known address.

RELEASE OF RECORDS:

With the exception of certain law enforcement entities, the City, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. The City maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by the City include personal information (i.e. employee information required above).

The Human Resources Director is appointed to be directly responsible for the City's personal information systems. The City understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of the City. Personal information maintained by the City shall not be modified, destroyed, or disclosed without the approval of the Records Commission. The City will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to the City's disciplinary policy.

Records maintained by the City that are not defined as "public records" in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee's personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by the City that are defined as public records shall be released in accordance with law. The City will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

REVIEW OF FILE:

Each employee shall have the right, with reasonable notice, to examine his personnel file. Such examination shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in her file, he may submit a written request that the appointing authority investigate the current status of the

information. The appointing authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the appointing authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate appointing authority. An employee who alters, adds or removes documents or information from his personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT

I acknowledge receipt of this manual and understand and agree that I am responsible for knowing its contents and for keeping updated. I also understand that this manual is City property that must be returned to the appointing authority when I separate from employment with the City.

I further acknowledge and understand that this manual **does not create a contract of employment with the City for any purpose**. I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

Issued To: _____

Signed: _____

Date Received: _____

Attachment: PPM 012023 (Personnel Procedure Manual Updates 2023)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: November 28, 2022

TO: Finance and Administration Committee

RE: Contract for City Cyber Insurance for 2023

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Explanation of legislation and need to have cyber coverage in effect on January 1, 2023.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
FOR CITY CYBER INSURANCE FOR 2023, WAIVE COMPETITIVE BIDDING, AND
DECLARING AN EMERGENCY**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract for City cyber insurance coverage for a one year period beginning January 1, 2023 and ending December 31, 2023 with Willis of Ohio, Inc. and its related companies in the amount \$???????

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby suspended.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further that the current policy expires on December 31, 2022; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: November 28, 2022

TO: Public Service and Transportation Committee

RE: Bermex Contract

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Annual Contract Renewal for Meter Reading Services with Bermex, the end of 2022 contract expires we will need to renew, under current contract and the renewal contract the City has the right to cancel without cause giving a 60 day notice.

The cost of this contract will be split between Water and Wastewater. It will be paid with existing funds scheduled within the budget. The new contract will charge ~~\$.70~~ to \$.74 per Touch Pad and manual reads and ~~\$.48~~ \$.51 for all Radio Read units. The annual cost in 2023 for Bermex's services was \$28,656.00 An estimated annual cost for 2023 once all is converted to radio read \$ 26,500 to \$29,500 New builds are the wild card not sure how many will be installed in the next 3 years with every install its another .51 cent to read that meter with Bermex.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. METER READING SERVICE FOR 2023 THROUGH 2025

WHEREAS, the City of Reynoldsburg hires an outside firm to handle the meter reading functions for the water and wastewater department; and

WHEREAS, the rates for Bermex, Inc. services for 2023-2025 are \$.74 per Touch Pad and manual reads and \$.51 per Radio Read units; and

WHEREAS, Bermex Inc. has provided those services in the past and this legislation would

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

renew that annual contract from January 1, 2023 to December 31, 2025.

WHEREAS, the City of Reynoldsburg council needs to waive the 30 days from the Signature of the Mayor to be active for January 2023.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Bermex Inc. for meter reading services for the City of Reynoldsburg beginning January 1, 2023 through December 31, 2025.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the new rates for Bermex, Inc. services at for this contract are \$.74 per Touch Pad and manual reads and \$.51 per Radio Read units.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

Agreement

THIS AGREEMENT is entered on this _____ day of _____, 2022 by and between the City of Reynoldsburg (hereinafter referred to as "Reynoldsburg") and Bermex, Inc. (herein after referred to as "Bermex").

Recitals

WHEREAS, Reynoldsburg is a Municipal Corporation organized under the laws of the State of Ohio, whose territory lies in Franklin, Licking and Fairfield Counties. Reynoldsburg operates a water and sanitary sewer utility for the benefit of its residents; and

WHEREAS, Bermex is a Michigan for-profit corporation duly licensed to transact business in the State of Ohio; and

WHEREAS, Bermex is in the business of supplying labor and transportation for meter reading for various utilities; and

WHEREAS, Reynoldsburg is interested in contracting with Bermex for meter reading services; and

WHEREAS, the parties desire to set forth their agreement in writing.

Agreement

NOW AND THEREFORE, the parties agree as follows:

1) Bermex shall read water meters within Reynoldsburg's service area for the period of January 01, 2023 through December 31, 2025. Any extension of this period of service shall be mutually agreed upon in writing by both parties.

2) This Agreement and its terms may be terminated, with or without cause, by either party giving sixty (60) days written notice to the other party at the address provided elsewhere in this Agreement.

3) Reynoldsburg shall pay Bermex \$0.74 cents per manual read or Touchpad read attempt, and \$0.51 cent per radio read Collected. Bermex shall invoice Reynoldsburg once per month for the services provided, and Reynoldsburg shall remit payment within thirty (30) days after receipt of a correct invoice.

4) In addition to remuneration set forth in Paragraph 3, above, Bermex may charge Reynoldsburg a fuel surcharge of two and one-half percent (2.5%) of the total monthly charges when fuel for the vehicle being utilized exceeds \$4.40 per gallon for the days worked within the City of Reynoldsburg and working for the City of Reynoldsburg. Any work being completed outside of the current contract, a fee of 49.00/hour will be paid to Bermex for any additional work not pre-disclose in this contract.

5) Bermex employee(s) shall provide the meter reading services no earlier than 8:00 am and not later than 5:00 pm., Monday through Friday. The meter reader shall attempt to complete the reading of the entire route on its scheduled day. Reading of meters on a Saturday will be allowed if circumstances so require and prior approval has been obtained from Reynoldsburg. Readings on Sundays and Holidays are prohibited. It is understood that this certain weather conditions may interrupt the services to be provided under this contract, and all weather-related work stoppages shall be agreed upon by the parties. The Bermex employee(s) shall check-in at the start of their shift and check out at the end of their shift and check – out at the end of their shift. An employee of Reynoldsburg may periodically inspect the work being done by Bermex.

6) Bermex' meter reader(s) shall be responsible for obtaining complete and accurate meter readings and recording them in hand held meter-reading devices or to be provided by Reynoldsburg in accordance with the schedule established. Reynoldsburg shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Bermex use. The electronic meter reading devices shall be programmed on a daily basis by Reynoldsburg and available to Bermex at the beginning of each day. The individual meter reader(s) shall be responsible, on a daily basis, to report damaged and /or broken meters, meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will promptly advise Reynoldsburg of same. In no case shall Bermex be liable for not reading a meter due to unforeseen circumstances or circumstances beyond Bermex control.

7) The individual(s) performing the service shall at all times, be properly attired including the use of hard sole shoes. Uniforms which clearly identify Bermex' meter readers must be worn at work at all times. Bermex' vehicles will clearly identify that they are a Contract Meter Reader. Bermex will promptly return all hand held devices to Reynoldsburg upon termination or non-renewal of this Agreement.

8) It is expressly understood that the meter readers are employees of Bermex, and not employees of Reynoldsburg. Bermex shall furnish its employees with Workers' Compensation Insurance. Unemployment Insurance, Health Insurance, and the like. Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence shall cover the employees, and documentation of the same shall be supplied to employees, and documentation of the same shall be supplied to Reynoldsburg upon request. Bermex shall also provide Automobile Insurance in the same coverage amount for all vehicles being used by its employees in performing these services. Bermex shall be responsible for withholding all federal, state, and local taxes from its employees pay.

9) Bermex shall furnish an Insurance Policy in the amount of \$10,000 to cover the complete loss or damage to the hand held unit supplied by Reynoldsburg. Bermex understands that damage resulting from neglect or misuse will be paid by Bermex.

10) NOTICES: All notices to be delivered by one party to this Agreement to the other shall be addressed as follows:

Bermex, Inc.
4500 Court House Blvd
Stow, Ohio 44224
Acting President: Mike Weldner

City of Reynoldsburg: Water Department.
7232 E. Main St
Reynoldsburg, Ohio 43068
Superintendent: Paul Hellman

Both parties agree to notify the other in writing if the contact information stated herein changes.

11) Neither party may assign its terms or obligations under this contact without previous written consent of the other party.

12) If any legal dispute arises out of this Agreement, the parties hereby stipulate that the proper jurisdiction and venue for any legal action will be held in the Court Common Pleas of Franklin County, Ohio.

13) BERMEX AGREES THAT REYNOLDSBURG WILL NOT BE LIABLE IN ANY WAY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER OR DEATH TO ANY PERSON, EMPLOYEE, AGENT, CONTRACTOR, GUEST, INVITEE, OR TO ANY OTHER INDIVIDUAL OR ENTITY FOR ANY PROPERTY LOSS. BERMEX AGREES TO DEFEND, INDEMNIFY, AND HOLD REYNOLDSBURG HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, IN LAW AND EQUITY, LAWSUITS, CHARGES, COSTS INCLUDING, BUT NOT LIMITED TO COURT COSTS, ATTORNEY'S FEES, AND COST OF INVESTIGATION, DAMAGES, EXPENSES, AWARDS, AND/OR JUDGEMENTS BY REASON OF ANY LOSS, DAMAGE, INJURY, OR DEATH OR ANY PROPERTY LOSS CAUSED OR CONTRIBUTED, (IN WHOLE OR IN PART) BY ANY NEGLIGENT ACT(S) OR OMISSION(S) OF BERMEX, AND ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, INVITEES, OR GUESTS, IF ANY PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY ONE OR MORE PERSON OR ENTITY IN CONNECTION WITH SUCH LIABILITY OR CLAIM, BERMEX, UPON NOTICE FROM REYNOLDSBURG, SHALL DEFEND SUCH ACTION(S) OR PROCEEDING(S) OF ANY KIND AT BERMEX' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO REYNOLDSBURG. BERMEX' OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BERMEX UNDER THIS AGREEMENT, THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14) FORCE MAJEURE: Performance of this Agreement by each party shall pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to the causes not reasonably within its control, such as acts of civil, or military authority (including courts or administrative agencies) acts of God, war, riot, or insurrection, inability, to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties: and provide the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay. In the event of any delay resulting from such causes, the time of performance of each parties hereunder shall be extended for a period equal to the period of such delay.

15) This Agreement is intended as the complete and exclusive statement of the agreement between the parties. This Agreement, shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument, authorized and executed with the same formality as the agreement and agreed to by both parties.

WHEREFORE, the parties hereto set their hands in furtherance of this Agreement.

City of Reynoldsburg

BERMEX, INC.

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Dated _____

Dated _____

APPROVED AS TO FORM:

Chris Shook, City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned Auditor for the City of Reynoldsburg hereby certifies that the funds necessary to pay this contract are either in the treasury or in the process of being collected.

Steve Cicak, Auditor

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: November 28, 2022****TO: Finance and Administration Committee****RE: Authorization for City Auditor to Fund HSA Payments for 2023**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Approval of funding \$2,000.00 for employees with individual coverage and up to \$4,000.00 to employees with family coverage. HSA funding will be included in the 2023 Appropriation Ordinance.

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH AN
ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH
SAVINGS ACCOUNTS FOR 2023**

WHEREAS, the City Council has determined a procedure to establish healthcare insurance costs and benefits for City employees; and

WHEREAS, Council approves a contribution to be made to employees' health savings account and health reimbursement accounts for the employer sponsored high deductible health plan.

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

Section 1: That the City Auditor is at this moment authorized and directed to fund the Health Savings Accounts that have been established by Chapter 160 Employee Compensation, for City employees and elected officials, in the following amounts for 2023:

	FAMILY	SINGLE
Chapter 160	Up to \$4000	Up to \$2000
FOP	as negotiated in contract	

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

FOP-OLC

as negotiated in contract

FOP-POBA

as negotiated in contract

Section 2. That for all those employees who begin employment after the Health Care Savings Accounts have been funded; the City Auditor will determine the amounts and dates applicable to them.

Section 3. This Ordinance shall be in effect on January 1, 2023 upon the signature of the Mayor.