



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Council Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, November 25, 2019

Council Chambers

CITY COUNCIL MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - A. City Council – Regular Meeting – November 12, 2019
- 4. APPROVAL OF AGENDA**
- 5. COMMUNITY COMMENTS AND REQUESTS**
- 6. COMMUNICATIONS**
- 7. REPORTS**
 1. CLERK OF COURT REPORT
- 8. MOTIONS**
- 9. LEGISLATION FOR EMERGENCY ADOPTION**

- A. AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY (FIRST READING 10/28/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- B. 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, AND DECLARING AN EMERGENCY (FIRST READING 11/12/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.

10. LEGISLATION FOR FIRST READING

- A. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- B. A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- C. AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS & MAKER'S MARKET --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- D. AN ORDINANCE TO REPEAL AND REPLACE CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.

- E. AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED AT 1676 LANCASTER AVENUE IN TRURO TOWNSHIP, OWNED BY RICHARD E. AND DOROTHY L. BARTH, AND DECLARING AN EMERGENCY --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- F. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- G. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- H. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- I. AN ORDINANCE TO MAKE INTERIM APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- J. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND HEALTH SAVINGS ACCOUNTS FOR 2020, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- K. AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTIONS 160.01 DEFINITIONS AND 160.02(A) AND (F) PAY GRADES OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

- L. AN ORDINANCE TO AUTHORIZE TO ENTER INTO A CONTRACT WITH SPHERE, LLC FOR THE INSTALLATION OF DIGITAL COMMUNICATION ON THE VERIZON CELL TOWER, WAIVE THE BIDDING PROCESS, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

11. LEGISLATION FOR SECOND READING

- A. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST (FIRST READING 11/12/2019). --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- B. 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 (FIRST READING 11/12/2019). --- COTNER, LUZADER. FINANCE AND ADMINISTRATION COMMITTEE.
- C. 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 (FIRST READING 11/12/2019). --- COTNER, LUZADER. FINANCE AND ADMINISTRATION COMMITTEE.
- D. AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (FIRST READING 11/12/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- E. 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, 2020 THROUGH DECEMBER 31, 2020, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY (FIRST READING 11/12/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

- F. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY (FIRST READING 11/13/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- G. AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY (FIRST READING 11/12/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- H. AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 COMPENSATION OF COUNCILMEMBERS AND CHAPTER 127, SECTION 127.01 COMPENSATION OF COUNCIL PRESIDENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (FIRST READING 11/12/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

12. LEGISLATION FOR THIRD READING

- A. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 (SECOND READING 11/12/2019). -- - COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

13. DECEMBER COUNCIL MEETING DATES

- I. DECEMBER 9, 2019
- II. DECEMBER 16, 2019 (NO DECEMBER 23, 2019 MEETING)
- III. RECEPTION FOR COUNCILMEMBERS, MAYOR AND CITY ATTORNEY 6:30PM PRIOR TO THE DECEMBER 16, 2019 COUNCIL MEETING

ADJOURNMENT

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

President of Council Doug Joseph called the meeting to order at 8:19 PM

PRESENT: Joseph, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

ABSENT: Clemens

Approval of Minutes

- a. City Council – Regular Meeting – October 28, 2019

RESULT:	ACCEPTED
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Approval of Agenda

President Joseph requested the removal of items 9 (c) and 10 (b) from the agenda as they were held in committee until the November 25, 2019 meeting. All in favor. Motion passed.

Community Comments and Requests

There were no comments or requests.

Communications

Reports

LIQUOR PERMIT FOR GHION GROCERY

Deputy Baker: This liquor permit for Ghion Grocery was filed with an error. The application has the incorrect applicant name. The applicant will refile the application.

President Joseph: Once refiled, that will be sent back to Council?

Deputy Baker: Yes sir.

RESULT:	READ INTO THE MINUTES
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Motions

A Motion to Accept the Recommendations for New Branding from the Ad Hoc Branding Committee and the Guide Studios Marketing and Branding Group.

President Joseph: Council received a presentation during a previous Council meeting. This motion is being sponsored by Councilmember Spalding. I recognize Councilmember Spalding.

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

Councilmember Spalding: We saw the presentation and the package of information and the presentation. The Guide Group did a great job, but Andrew do you have any further information.

Director Bowsher: Our team from Guide Studios of Cleveland is still working on the branding. This motion is to approve the proposed branding as presented. There will be additional things that they will come out with including new signage for the roads and the Park packaging that we will delve into. With the changeover, we are going to need new gateway signage that will be needed moving out. We can roll these out incrementally. That was the overarching theme. We are happy with this I think there is a lot of exciting programming that we would like to emphasize and put this a part of. New banners and other things we would like to utilize them for. My department is very happy with this proposal. We appreciate the work they have done and the consistent work they will continue to do.

Councilmember Baker: A question about the tomato. Is there any way that you can redesign that at this point? I am not a fan of the design. I have looked at it different ways, but I just do not care it.

Director Bowsher: The design group and steering committee did look at that in various ways. When it first came out, there was consensus that it was not tomato enough. We wanted to really, really make it tomato. I have a little graphic design background and started to try different designs. We had hundreds of designs that we actually reviewed, to the point that we actually vectored a tomato in place of the "o." The more we started to go more tomato, the worse it got. We needed to bring it back down. It was the idea to pay homage to that, aligning ourselves more centrally located with Franklin County and Columbus One, utilize the star. It even aligned more with local businesses, especially in Old Reynoldsburg. Based on that start, we thought that we could own that. We played with different locations. The more we played with it and various locations, the worse it got. We showed the committee six designs and this one was by far the favorite design. It was a labor of love and intensive. It speaks to some and some not. We are not going to be able to please everybody. They idea is to bring the City around one image and the more you see it the more excited you will become. There are some really great things we are going to be able to do with it. Some of the sway items that will be coming up with be exciting. This company did the University Heights brand of a chicken. The City has rallied around the Chicken and when the community pool opened up, a man in a chicken suit jumped into the pool. Everyone has embraced it. I can understand the frustration and that you don't typically like the design, but you could elaborate more on what you would like to see in the design.

Councilmember Baker. I am all for the tomato as it is the identity of the City.

Councilmember Bryant: If I may interrupt, maybe something that makes it look more like a leaf. My first thought was the current design looked like a cat butt.

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

Councilmember Cotner: After having sat on the committee, quite a few community members gave input, the goal, speaking collectively, a tomato could have been put in there. The discussion was around other entities rather than just Reynoldsburg and just the tomato. The selection of a star was intentional to draw in outside of Reynoldsburg to include Central Ohio and the Capital City to draw that image to the region, not just the tomato. That was the concept they went through. We all saw several varieties. No one grasped that it was a tomato, it was a Texas star. It was not good to start. From where this came to, the storyline makes sense. That was how the image came along.

Councilmember Bryant: Was an actual five-point star used?

Director Bowsher: That was the first iteration. It was too much. It looked a lot like a Dallas star, a city in Texas. We wanted to pay homage to A. Livingston and that history. It puts us in line regional and connects us to Central Ohio to help seek jobs and businesses. We played around with seeds, a shield and tried a various options, but he came back to this star.

Councilmember Cotner: It was just too make a star. It really did not represent Reynoldsburg.

Councilmember Bryant: I think if the star were green it might make a little more sense.

Director Bowsher: I posed that and appreciate that. We kept it this color for printing. This is the more formal version. The key chain version is the heirloom color tomatoes. When we talk about putting this logo to work for us, we can change it in subtle ways, but continue to utilize that star in a circle with that type font. For the tomato festival, we can go full on tomato, but we did not want to use those Christmas colors for the basic logo. We can mix and match the heirloom color palette to use as we like.

Councilmember Spalding: We are not done working with that group. We will continue to work with them. The good thing is that marketing is an evolutionary process. The input you are giving is great. Going forward, we need new people on the committee to help guide the improvements that they can make. This is not a one and done deal. There will be additional projects that we can do. We are not where we want to be, we are just trying to get the brand hot.

Councilmember Baker: Is it possible to see some of those other designs? The tomato is the heart of the City.

Director Bowsher: Yes, we can show them to you.

Councilmember Spalding: I moved we approve the motion. Second by Councilmember Skinner.

Luzader - yes; Spalding - yes; Cotner - yes; Baker - yes; Bryant - yes; Skinner - yes

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

Motion passed 6 - 0.

A MOTION TO ACCEPT THE RECOMMENDATIONS FOR NEW BRANDING FROM THE AD HOC BRANDING COMMITTEE AND THE GUIDE STUDIOS MARKETING AND BRANDING GROUP --- Spalding. .

LEGISLATION FOR EMERGENCY ADOPTION

122-19

AN ORDINANCE UNAPPROPRIATING FUNDS FROM ACCOUNTS IN THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY --- Spalding. .

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
ABSENT:	Clemens

123-19

AN ORDINANCE TO APPROPRIATE FUNDS TO THE PARKS & RECREATION DEPARTMENT FOR REPAIR SERVICES, AND DECLARING AN EMERGENCY --
- Spalding. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
ABSENT:	Clemens

AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

RESULT:	ITEM HELD	Next: 11/25/2019 7:30 PM
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124-19

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO OTHER ACCOUNTS IN THE HUMAN RESOURCES DEPARTMENT, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
ABSENT:	Clemens

LEGISLATION FOR FIRST READING

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:31 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 AND 505.15 AND REPEAL SECTION 505.13 OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	ITEM HELD
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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, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:32 PM
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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 --- Cotner, Luzader. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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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 --- Cotner, Luzader. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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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, 2020 THROUGH DECEMBER 31, 2020, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2019**

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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LEGISLATION FOR SECOND READING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/25/2019 7:33 PM
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LEGISLATION FOR THIRD READING

125-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. FOR METER READING SERVICES --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
ABSENT:	Clemens

Adjournment

Doug Joseph, President of Council

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Nov 12, 2019 7:35 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

DATE: November 25, 2019**TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING OCTOBER 2019**

I am submitting monies collected from the courts held on 10/3, 10/10, 10/17, 10/24 and 10/31/19. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 11,122.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 19,733.63
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Sub-Total (To General Revenue Fund)		30,855.63
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Computerization Needs Fund	(#211.4510)	\$ 2,846.00
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Enforcement & Education Fund	(#293.4616)	\$ 75.00
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Sub-Total		\$ 2,921.00
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Total Amount Submitted		\$ 33,776.63
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Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: November 25, 2019****TO: Andrew Bowsher, Development Director Public Service and
Transportation Committee****RE: Application to AEP for Electric Charging Stations for the Community
Center**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Explanation of legislation and need: This legislation is needed to authorize the Mayor to apply for a 100% funding of the installation of AEP electric charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot. The pre-approval of the project was just received from AEP.

Statement of necessity for Emergency passage: An emergency to protect the safety and welfare for the citizens of Reynoldsburg in order to complete the project to coincide with the completion of the community center project.

This legislation is to fund a 100% covered grant program offered by AEP for electric charging stations. The City will receive 4 charging stations for use at the new community center and the Lancaster Avenue/East Main Street parking lot. The total cost of the project (\$183,336) could be reimbursed by AEP upon final approval by AEP of the installed project. The City has already received pre-approval from AEP. Wiring conduit has already been installed as part of our contractor's work. AEP will supply the power, at a direct cost to the consumer. All equipment

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

will be powered by the City. This ordinance also enters into contract EVUnited/Chargepoint for installation, and purchase of equipment. This company is the largest and most popular brand in the segment, and were insurmountable in helping us with our pre application process. AEP will be responsible for all maintenance and upkeep of the charging stations for the first four years. This project earns the City points toward MORPC's Green Sustainable Cities, which can identify the City as a green city to developers and corporations.

Unappropriate funds from the Capital Improvement Fund (CIP) to account

**AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF
PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC
VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO
SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH
AN AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE
FUNDS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg is working on becoming a green city and promoting environmentally friendly technologies and sustainable living; and

WHEREAS, typical gas combustion engines are inefficient and release pollution linked to respiratory disease and climate change; and

WHEREAS, electric cars require no gas, release no tailpipe emissions, and cost less money to drive and operate; and

WHEREAS, the 2018 Franklin County Energy Study fund that transportation accounts for over 40% of total energy used and more than 50% is wasted energy and sets a target of a countywide 10% electric vehicle adoption rate of 2030; and

WHEREAS, AEP offers a Commercial Electric Vehicle Charging Station Incentive Grant program that will cover 100% of the cost of the equipment, installation, and maintenance with the City being responsible for the upfront costs.

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

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

SECTION 1. That the Department of Public Service be and is hereby authorized and directed submit an application for the AEP commercial electric vehicle charging station incentive grant for \$183,336.00 for a total of three charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot to be installed by the AEP approved contractor EV United/Chargepoint.

SECTION 2. That \$50,000.00 be appropriated from the Capital Improvement Project Fund to account 410.000.0162.5602 - Land Improvements for the installation at the East Main Street/Lancaster Avenue Green Space/Parking Lot project with \$133,336.00 coming from the existing community center account 410.000.0162.5659. That upon reimbursement to the City of Reynoldsburg from AEP, all upfront funds spent will be returned to the CIP fund.

SECTION 3. That Council hereby waive the competitive bidding process as AEP requires the use of only select contractors and authorize the Mayor to sign a contract with EV United/Chargepoint.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the purchase in a timely manner in order for a complete the project by the end of 2019; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00213: City of Newark

Dear David Rhodes,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$97,857.00 has been reserved until 01/14/20 for Project ID#: AEP-EV-00213.

An AEP Ohio Customer Design Technician will facilitate a review of order number 105113969 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00213 City of Reynoldsburg (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00193: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$83,364.00 has been reserved until 12/19/19 for Project ID#: AEP-EV-00193.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104601599 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00193 City of Reynoldsburg (Electric Vehicle Charging Stations)

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "APIs" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 "ChargePoint Connections" shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 “ChargePoint®” means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 “ChargePoint Services” means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 “ChargePoint Application” means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 “Charging Station” means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 “Content” means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 “CPI Marks” means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 “CPI Property” means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 “Documentation” means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 “Effective Date” means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 “Intellectual Property Rights” means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 “Malicious Code” means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 “Party” means each of CPI and Subscriber.

2.16 “PII” means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 “Provisioning” means activating Charging Stations, warranties and Cloud Plans on ChargePoint

2.18 “Rights” means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Cloud Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "Token(s)" means the serialized proof of purchase of a Cloud Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Upon expiration of the original term, this Agreement will renew automatically for successive one-year terms at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber’s right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. All other Cloud Plans will commence on the date of activation of such Cloud Plans, but in no event more than one

year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties

resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim.

If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:

ChargePoint, Inc.

Name: _____

Name: Jonathan Kaplan

Title:

Title: General Counsel

Date: _____

Date: _____

Address:

Address:

254 E. Hacienda Ave
Campbell, CA 95008_____

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI will remit Net Session Fees to Subscriber, not less than quarterly, provided that the amount due to Subscriber hereunder is at least two hundred and fifty U.S. Dollars (\$250) (or, if Subscriber is located in Canada, two hundred and fifty Canadian dollars) or more. Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by ACH. In order to facilitate such payments, Subscriber agrees to provide to CPI, or its payment provider, Subscriber's bank information to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than ACH (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable taxes whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2

API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 "Rights Grantor" means Subscriber.

1.2 "Rights Grantee" means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.



Commercial Electric Vehicle (EV) Charging Station Incentive Program

Application Terms & Conditions and Final Payment Agreement

Attachment: EV Charging Station Incentive Program (Electric Vehicle Charging Stations)

July 20.



TERMS AND CONDITIONS

Definitions

- Confidential Information – non-public information that is disclosed by one party to the other party in connection with the EVSE project irrespective of the format in which the information is provided. “Confidential Information” does not include information which: (a) is, or subsequent to disclosure becomes, part of the public domain through no fault of the receiving party; (b) is lawfully disclosed to the receiving party by a third party which, to the knowledge of the receiving party, does not have a confidentiality obligation to the disclosing party; (c) was lawfully in the possession of the receiving party prior to disclosure by the disclosing party; or (d) is lawfully and independently developed by the receiving party without use of the Confidential Information disclosed by the disclosing party.
- EVSE – Electric vehicle supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- EVSE Package(s) – EVSE hardware, software, and network services approved for the EV Charging Station Incentive Program. Program includes both Level 2 and DC Fast Charging EVSE Packages.
- EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.
- EV Supply Infrastructure – Infrastructure from the meter, but not including the meter, to the EVSE, this may include an electrical panel, cable and conduit necessary to deliver power to the EVSE.
- Final Application – Application submitted with actual project costs and required documentation when project is completed
- Government-owned Property - Municipal, state, or federal government owned property or property for which the government has a property interest such as an easement or lease.
- Low Income – Census tracts in AEP Ohio’s service territory where 50% of households have income less than two times the federal poverty threshold as defined by 2011 – 2015 American Community Survey (ACS).
- Multi-Unit Dwelling - Apartments, condominiums or mixed residential locations with a minimum of five units.
- Operations and Maintenance (O&M): includes but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational.
- Port - The part of the charging station that connects to the

Electric Vehicle.

- Publicly Available - Facilities that are open and accessible to the public 24/7 where the host location is not a Workplace facility.
- Site Host – The entity participating in the EV Charging Station Incentive Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for AEP Ohio and will be responsible for paying for the energy delivered to the EVSE Package.
- Workplace – Office complex or other work venue where the overwhelming majority of EVSE users are likely to be employees or tenants of the Site Host.

Program and Project Eligibility

Incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the customer has chosen to purchase power. All participants are subject to the terms and conditions of the EV program approved by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al. (“PUCO-approved Program”) and any conflict between the terms and conditions in this document and the PUCO-approved Program will be resolved in favor of the PUCO-approved Program. A customer may neither apply for nor receive incentives for the same measure, equipment or service from more than one electric distribution utility.

Project requirements under the AEP Ohio EV Charging Incentive Program include the following:

- Projects must involve a new installation and be contained on the approved EVSE Package list.
- All equipment must be new.
- All installed equipment must meet program specifications and meet or exceed state, federal and local codes and requirements.
- All installed equipment must be separately measured by an AEP Ohio installed meter for the purposes of data collection.
- Equipment must be installed and operating prior to submitting Final Application for an incentive. The capital improvements must be purchased or leased for the life of the EVSE.
- AEP Ohio will issue incentive payments in the form of checks not utility bill credits.

Except as required by governmental or regulatory authorities, Confidential Information contained in any documents associated with this application will be protected from public filings. However, AEP Ohio may disclose the Confidential Information of the Site Host to the Public Utilities Commission of Ohio (“PUCO”) and AEP Ohio’s independent evaluators for further review and approval.



TERMS AND CONDITIONS

Incentive Payment Limits

Incentive levels are provided in the individual program applications for the AEP Ohio EV Charging Station Incentive Programs. All incentives are paid as a one-time incentive.

Level 2 EVSE Packages have a maximum incentive of \$50,000 or the following per Port and per project cost caps. Incentives are limited to 6 Ports per Site Host and associated affiliates and will be the lesser of the cost profiled below.

LEVEL 2 CHARGING STATION INCENTIVES			
Installation Category	Per Port Cap	Project Cost Cap	Maximum Rebate
Publicly Available (Government owned Property)	\$10,000	100%	\$50,000
Publicly Available (Non-Government owned Property)	\$10,000	80%	\$50,000
Workplace	\$5,000	50%	\$30,000
Multi-Unit Dwelling	\$7,500	75%	\$45,000
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category

DC Fast Charging EVSE Packages have a maximum incentive of \$150,000 or the following per EVSE and per Project Cost caps. Incentives are limited to 2 stations per Site Host and associated affiliates and will be the lesser of the cost profiled below.

DC FAST CHARGING STATION INCENTIVES			
Installation Category	Per EVSE Cap	Project Cost Cap	Maximum Rebate
Publicly Available (Government owned Property)	\$100,000	100%	\$150,000
Publicly Available (Non-Government owned Property)	\$50,000	80%	\$100,000
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category

EV Drivers Right to Access

Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Charging Station Incentive Program, Site Host decides whether to make the EVSE available to the general public.

CUSTOM PRICING INFORMATION

Site Host can determine any pricing required of EV drivers to charge their vehicle, however the Site Host is required to submit to AEP Ohio the prices and fees it will implement at its location and any communication of pricing and fees.

Duty to Notify

Site Host has a duty to promptly notify AEP Ohio when Site Host becomes aware of any unsafe, inoperable or damaged equipment including equipment defaced or otherwise marked by graffiti. In addition, Site Host shall promptly report all claims and/or incidents to AEP Ohio or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

Accessibility Requirements

The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and Ohio Building Standards. Site Hosts are responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

EVSE Operation and Maintenance

The Site Host is required to maintain the EVSE for the full 4 years from the operational date of the EVSE. Site Host will pay all Operations and Maintenance costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of AEP Ohio for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and will promptly notify AEP Ohio of any



TERMS AND CONDITIONS

problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Uninterrupted service is not guaranteed, and AEP Ohio may interrupt service when necessary to ensure safety or to perform maintenance. AEP Ohio will use reasonable efforts to notify Site Host in advance of interruptions to service.

EVSE Co-Branding

Site hosts will be allowed co-branding opportunities on incentivized EVSE Packages. Each EVSE will be required to display the AEP Ohio logo. AEP Ohio will work with Site Hosts to ensure consistency with brand guidelines to ensure parties are represented. AEP Ohio reserves the right to remove logo subject to our discretion at any time, for any reason.

Application Review Process

Applications are not a guarantee of program acceptance and incentive payment. AEP Ohio will review applications for eligibility and completeness. Completed applications will be reviewed in the order received. Funds are reserved for the project when AEP Ohio receives a complete application and determines that the project meets the program eligibility requirements. Applicants who submit incomplete applications will be notified of deficiencies upon review of the application and may lose their place in the review process until all requested information is received. Applications must be completed and all information received to begin processing.

Applicants are encouraged to call or contact the program team at 1-833-644-6382 (833-OHIOEVC) or OhioEVCharging@aep.com with any questions about documentation requirements.

Pre-Approval Application

All EV Charging Station Incentive Program projects require pre-approval. It is always a best practice to contact the program team if assistance is needed preparing a pre-approval application for submittal.

A pre-approval application is not a guarantee of an incentive; the actual incentive will be based on eligible project costs as determined in the Final Application. Funds are reserved for 90 days, unless an applicant is granted an extension. The program team reserves the right to contact the customer before the reservation expiration date to ensure that the project is moving forward. If the project is not underway, the reservation may be cancelled.

Electric Vehicle Service Equipment Package

Upon pre-approval of application by AEP Ohio, Site Host shall select and procure one EVSE Package from the AEP Ohio approved list of qualified vendors accessed through the EV

Charging Station Incentive Program website. In all cases AEP Ohio is responsible for the EV Service Connection. Site Hosts are responsible for coordinating and installing the EV Supply Infrastructure at the site. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by AEP Ohio. Site Host acknowledges that AEP Ohio makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that AEP Ohio has no liability whatsoever concerning the quality and safety of such products.

Final Application

The Final Application for projects should be submitted within 60 days after project completion. A signed application with supporting project documentation verifying project installation and capital improvements must be submitted to AEP Ohio prior to application approval. Project documentation, such as (but not limited to) copies of dated invoices for the purchase and installation of the EVSE Package, equipment specification sheets, complete application and W-9 forms (LLC, individual, partnership, property management companies), is required. The location or business name on the invoice must be consistent with the application information. Requested information such as proof of project completion could include equipment purchase dates, installation dates, proof that equipment is operational, manufacturer specifications, warranty information, photo invoices and proof of owner co-payment.

AEP Ohio reserves the right to request additional supporting documentation as deemed necessary to ensure program eligibility.

Inspections

The AEP Ohio EV Charging Incentive Program reserves the right to have its representatives inspect all projects to verify compliance with the program rules and the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, verification of installed equipment, metering, data collection, interviews and utility bill data analyses or monitoring data analysis. Site Hosts are required to allow access to project documents and the facility where the EVSE Packages are installed for a period of four years after receipt of incentive payment from AEP Ohio. In the event an EVSE installation is turned over to a new account holder/owner before AEP Ohio has officially verified incentivized equipment, Site Host shall include in the agreement transferring control of the EVSE installation AEP Ohio's right to verify incentivized equipment and AEP Ohio's right to do so under new ownership. The Site Host understands and agrees that program installations may also be subject to inspections by the PUCO, its designee or AEP's independent evaluators, and photographs of installation may be required.



TERMS AND CONDITIONS

Tax Liability

Incentives are taxable and, if more than \$600, will be reported to the IRS unless the Site Host is exempt. AEP Ohio is not responsible for any taxes that may be imposed on Site Host as a result of its receipt of payment. A W-9 for LLC, individual, partnership and property management companies must be provided with all applications.

Disclaimer

AEP Ohio does not guarantee the performance of operation of the EVSE Package and expressly disclaims all warranties, whether expressed or implied, including without limitation all warranties of merchantability and of fitness for a particular purpose. AEP Ohio has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Packages. AEP Ohio is not responsible for the proper disposal/recycling of any waste generated as a result of this project. AEP Ohio is not liable for any damage caused by the operation or malfunction of the installed equipment.

Permission to Use Data

Site Host grants AEP Ohio, its agents and representatives the unrestricted right to access and use all data gathered as part of the EV Charging Station Incentive Program for AEP Ohio, its agents and representative, use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations

Site Host understands that its participation in EV Charging Station Incentive Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, AEP Ohio, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant the easement, or (ii) it is the authorized manager of the proposed EV Charging Station Incentive Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Charging Station Incentive Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the easement.

Changes

AEP Ohio may initiate changes to the EV Charging Station Incentive Program as necessary to comply with PUCO directives. AEP Ohio shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the EV Charging Station Incentive Program subject to the conditions outlined in the section Site Host Removal or Termination.

Compliance with Laws

All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Charging Station Incentive Program and/or Site Host's interactions with customers in connection with the EV Charging Station Incentive Program.

Failure to Comply with Terms and Conditions

Without limitation, and to the greatest extent allowed by law, AEP Ohio reserves the right to seek damages and recovery for losses incurred due to any breach of the EV Charging Station Incentive Program terms and conditions on the part of Site Host, whether intentional or unintentional.

Relocations

Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Charging Station Incentive Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by AEP Ohio, Site Host shall include the legal description of the new location.

AEP Ohio Termination or Suspension

AEP Ohio may terminate, or for any duration suspend, Site Host's participation in the EV Charging Station Incentive Program, or operation of EVSE, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Charging Station Incentive Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Charging Station Incentive Program or AEP Ohio's ratepayers.

Site Host Removal or Termination

Should Site Host request removal of the EVSE or terminate its participation in the EV Charging Station Incentive Program prior to four (4) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such



TERMS AND CONDITIONS

removal as well as actual costs, as circumstances may dictate, for losses incurred by AEP Ohio on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Indemnification

Non-governmental Site Hosts shall indemnify, hold harmless and defend AEP Ohio, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of AEP Ohio or Site Host; (ii) injury to property or other interests of AEP Ohio, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of AEP Ohio, its officers, managers, or employees. Site Host shall, on AEP Ohio's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to AEP Ohio. Site Host shall pay all costs and expenses that may be incurred by AEP Ohio in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each party was represented by counsel in the negotiation and execution of this Agreement. AEP Ohio represents and warrants that it has indemnification language in its contract with any third party who AEP Ohio may send to perform work on Site Host's physical site. AEP Ohio agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site. Owner retains the right to bring a claim against a governmental entity, in accordance with the appropriate statutory remedy for resolving such claims, for claims arising out of the negligent acts or omissions of the governmental entity.

Insurance Requirements

Site Host shall procure, carry and maintain the following insurance coverage:

A. Personal or Commercial General Liability

1. The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By endorsement add AEP Ohio, its directors, officers, agents and employees as additional

insureds with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and non-contributory to any insurance or self-insurance maintained by AEP Ohio.

B. Additional Insurance Provisions

1. Before commencing performance of work under this Agreement, Site Host shall furnish AEP Ohio with certificates of insurance and endorsements of all required insurance for Site Host.
2. AEP Ohio may inspect the original policies at any time.
3. Upon request, Site Host shall furnish AEP Ohio evidence of insurance for Site Host's agents or contractors.

Casualty

If all or any portion of the EVSE or the Site Host's property are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "Casualty"), Site Host shall have the right to terminate the Agreement by written notice to AEP Ohio in which event the Agreement shall terminate on the date that is 10 days after the receipt of termination notice by AEP Ohio. In the event of any Casualty which materially and adversely affects the operation of the EVSE, AEP Ohio shall have the right to terminate the Agreement by written notice to Site Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of AEP Ohio's termination notice and AEP Ohio may elect to remove or replace the EVSE from the Site Host's property.

Dispute Resolution

After attempting in good faith to resolve a dispute, a party may request voluntary mediation by written notice to the other party. If the other party agrees to participate in the mediation, the mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations in accordance with Ohio Evid. R. 408, which is incorporated herein by reference.

No Partnership

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render AEP Ohio and Site Host liable as partners, co-venturers or principals.

Enforceability

If any of the provisions, or application of any of the provisions, of this Agreement are held to be illegal or invalid



TERMS AND CONDITIONS

by a court of competent jurisdiction or arbitrator/mediator, AEP Ohio and Site Host shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

The laws of the State of Ohio shall govern the Agreement. The parties agree that all actions and proceedings brought by one party against the other party shall be litigated in courts located in the Franklin County, Ohio. The parties agree that such courts are convenient forums and they irrevocably submits to the personal jurisdiction of such courts. Each party waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notices under the Agreement.

Integration

This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

Survival

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Force Majeure

Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party ("Force Majeure Event"), provided that the delayed or defaulting party immediately notifies the other party of the Force Majeure Event, an estimate of the duration of the Force Majeure Event, and the delaying or defaulting

party's plan to mitigate the effects of the delay or default.

Affiliated Companies

Any indemnification of AEP Ohio and any limitation of AEP Ohio's liability shall to the same extent apply to AEP Ohio's directors, officers, employees, agents and affiliated companies (including any joint ventures of which AEP Ohio or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof. The affiliated companies of the American Electric Power System are severally and not jointly liable for obligations arising hereunder.

Electronic Signatures

Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Notices

Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice. Notices given to AEP Ohio shall be addressed to:

AEP Ohio EV Charging Station Incentive Program
700 Morrison Road
Gahanna, Ohio 43230



FINAL PAYMENT AGREEMENT

I understand that the Final Application and all required documentation must be received by the AEP Ohio EV Charging Station Incentive Program within 60 days of project completion (the "Final Application Deadline"). Applications received more than 60 days after installation may render this application ineligible, unless an extension has been granted in writing. All equipment must be purchased, installed and fully operational prior to submitting the Final Application.

I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination of incentive levels for this project.

I understand that this project must involve an approved EVSE Package.

I understand that once the project is complete, I will resend (for any application that was originally submitted as a Pre-approval application) the Final Application with any as-built changes along with the signed Final Payment Agreement. As an eligible AEP Ohio account holder, I certify that decisions to acquire and install the indicated EVSE Packages, which will be demonstrated with supporting documentation required by AEP Ohio, were made after pre-approval was received, and that work was completed on this project on or before the Final Application Deadline.

I understand that the location and business name on the project documentation must be consistent with the application information. Project documentation, and details of EVSE Package installation are included. Documentation indicating project completion dates prior to the eligibility date, may render this application ineligible. I understand that all submissions become the property of AEP Ohio. (It is recommended to keep a copy of the application for your records.)

I agree that if: (1) I do not install the related EVSE Package(s) identified in my application or (2) I remove the related EVSE Package(s) identified in my application before a period of four (4) years then I shall refund a prorated amount of incentive funds to AEP Ohio based on the actual period of time for which the related EVSE Package(s) were installed and operating (or the full amount, if the EVSE Package was never installed). I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination on incentive payments for this project.

I agree to be responsible to comply with any applicable codes or ordinances. I understand it is my responsibility to be aware of any applicable codes or ordinances. I agree to verification by the utility or its representatives of sales transactions, equipment installation and performance testing.

I understand that these incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the Site Host has chosen to purchase power.

I understand that AEP Ohio reserves the right to refuse payment and participation if the Site Host or contractor violates program rules and requirements. AEP Ohio is not liable for incentives promised to Site Hosts as a result of misrepresentation of the program.

I understand that AEP Ohio does not guarantee and does not make any warranties associated with the EVSE Package(s) eligible for incentives under this program. Furthermore, AEP Ohio has no obligations regarding promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Package and does not endorse or guarantee same.

I understand that in the event the application receives pre-approval and funds are reserved based upon the application, such pre-approval or reservation, including the specific dollar amount of reservation, does not represent a guarantee that such funds will be paid. Payment of incentives will be based upon the final review of the application and program terms and conditions, as well as the availability of funds.

I understand that the program has a limited budget. Applications will be processed until allocated funds are reserved or spent.

I certify that the information on this application is true and correct and that the taxpayer ID number, tax status and W-9 are the applicant's. I understand that incentives exceeding \$600 will be reported to the IRS, unless the payee is exempt.

I understand that the program may be modified or terminated at any time without prior notice.

I understand and agree that all other terms and conditions as specified in the application, including all attachments and exhibits attached to this application, will serve as a contract for the Site Host's commitment to AEP Ohio and shall apply.



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00193: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$85,479.00 has been reserved until 12/19/19 for Project ID#: AEP-EV-00193.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104601599 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00193 City of Reynoldsburg (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00213: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$97,857.00 has been reserved until 01/14/20 for Project ID#: AEP-EV-00213.

An AEP Ohio Customer Design Technician will facilitate a review of order number 105113969 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00213 City of Reynoldsburg (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00213: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$97,857.00 has been reserved until 01/30/2020 for Project ID#: AEP-EV-00213.

An AEP Ohio Customer Design Technician will facilitate a review of order number 105113969 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00213 City of Reynoldsburg.revision1 (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00193: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$90,995.00 has been reserved until 1/30/2020 for Project ID#: AEP-EV-00193.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104601599 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00193 City of Reynoldsburg.revision2 (Electric Vehicle Charging Stations)

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: **November 25, 2019**

TO: **Public Service and Transportation Committee**

RE: **Agreement with Franklin Soil & Water for 2020**

Approval:

Completed Brad McCloud	Skipped Jed Hood	Completed Stephen Cicak
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This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2020.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2020 and expires on December 31, 2020. 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.
- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

- 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 FOR 2020, 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 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.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and to have the agreement in place as soon as possible; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

2020 Intergovernmental Working Agreement with City of Reynoldsburg

This working agreement covers a reporting period starting January 1, ~~2019-2020~~ and expires on December 31, 20~~20~~¹⁹. 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.

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1) Staff will provide watershed coordination assistance including:

- 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 in the City of Reynoldsburg and enhance their positive contributions.
- Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- Assist with promoting Community Backyards and Rain Garden Cost Share including a display at the tomato festival.
- Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- Process Water Quality Partner Pledges and provide information to the City of Reynoldsburg.



Reynoldsburg Agreement January 1, ~~2019-2020~~ – December 31, 20~~20~~¹⁹

Page 1

- Provide assistance to residents as requested and appropriate.
- Assist with compiling the Annual Report to Ohio EPA for 2019~~98~~. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.
- Provide an overview of permit requirements and assist with guidance with updating stormwater management plan as needed. an abbreviated audit of current operations.
- As resources allow also review stormwater utility for opportunities and develop stormwater messaging for stormdrains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:

Public Education and Outreach; Public Participation and Involvement

- 1) Provide newsletter articles and social media text to Keith Kundtz and Reynoldsburg Service Director ~~Bill Sampson~~. Send conservation newsletters (print and email) to interested residents.
- 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. Franklin Soil and Water will provide program information, pledge form, draft press release and text for promoting the program and window clings for the City to use.
- 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.
- 4) ~~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 a \$50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to 30 reimbursements will be available to residents. This program will be promoted at one community workshop. Also promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses.~~
- 6) ~~Also 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.

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Minimum Control Measure No. 3:**Illicit Discharge Detection and Elimination**

~~Provide assistance in reassessing sites with missing information for HSTS systems that had inconsistent findings during field review in 2018.~~

Minimum Control Measure No. 6:**Good Housekeeping**

Provide a Good Housekeeping Workshop to the City staff.

Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$19,000. 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.



Reynoldsburg Agreement January 1, ~~2019-2020~~ – December 31, ~~2019~~2020

Page 3

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Signature	Title	Date
-----------	-------	------

CITY OF REYNOLDSBURG

Signature	Title	Date
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Attachment

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 in Reynoldsburg.	\$8,200
Stormwater Program Management Assistance	Under watershed coordinator duties provide assistance in complying with Ohio EPA permit and submitting Annual Report	\$2,500
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	\$300
Student Programming Contacts	Stormwater education programming provided to 713 students.	\$3,150
Water Quality Partnership	Provide program materials to Reynoldsburg and support to business completing pledges.	\$350
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	\$1,200
Community Backyards	Promote community backyards program within the City of Reynoldsburg, through website, press release, and social media. Up to 2130 rebates and two \$250.00 rain garden cost shares will be made available. One workshop will also be organized and advertised in partnership with the City. (\$1,500 for rebates (\$750 left over from 2019), \$500 for rain garden cost share, \$600 for workshop and \$1200 for program administration)	\$3,600
Gardening for Clean Water Rain Garden Support	Support for rain garden promotion and maintenance. \$500 for rain garden cost share included from 2019.	\$500
MCM 6		

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Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City of Reynoldsburg staff.	\$ <u>400.00</u>
TOTAL		\$19, 000 <u>000</u>



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

DATE: November 25, 2019

TO: Development, Parks and Recreation Committee

RE: Fixed Asset Removal Request Emergency Passage at third reading

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
---------------------------	----------	----------------------------

Emergency/Suspension: Emergency

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

Request the removal of JFK Playground equipment due to replacement. Fixed asset tag numbers 1795, 1796, 1771

Request the removal of #1611--1999 3/4 ton Ford F250 w/utility body--out of service

Request the removal of #1514--air powered grease gun--not utilized by department

Request the removal of #1527--gas powered pressure washer--broken--repair costs exceed value

Request the removal of #2916--Sno-Way PDE 800 Salt Hopper

Items will be destroyed or placed on the City's auction site.

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST**

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

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

From the Police Department

Tag #	Item
1795	JFK Playground Equipment
1796	JFK Playground Equipment
1771	JFK Playground Equipment
1611	1999 ¾ ton Ford F250 truck with utility body - out of service
1514	air powered grease gun
1527	gas powered pressure washer - broken
2916	Sno-Way PDE 800 salt hopper

SECTION 2. That the City of Reynoldsburg will destroy or dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

SECTION 3. That upon adoption by Council this Ordinance shall be in effect following the signature of the Mayor.

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

DATE: November 25, 2019

TO: Development, Parks and Recreation Committee

RE: Requesting Authorization to Sell Wine at the 2020 Farmers' Market

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
---------------------------	-----------------------	---------------

Requesting authorization to waive the provision for section 971.16 of the codified ordinances for the 2020 Reynoldsburg Farmers' Market, which runs from June 5-September 3, 2020 (Thursdays only) from 4:00pm-7:00pm.

The Parks and Recreation Department would like to apply for a F-10 permit from the Ohio Department of Commerce. This permit would allow wine samples of one (1) ounce or less be sold by an A-2 or S permit holder. The F-10 permit would also allow for the sale of wine manufactured by an A-2 or S permit holder in sealed containers for consumption off the premises where the Farmers' Market is located. The permit holder of the A-2 or S permit is required to check ID.

The F-10 permit states the following:

NO A-2 or S permit holder shall do any of the following at a farmers market:

- *sell a tasting sample in an amount that exceeds one ounce
- *sell more than one sample of each wine offered for sale to any one person
- *sell more than five (5) varieties of wine as tasting samples per day
- *sell more than four and one-half (4 1/2) liters of wine per household for off-premises consumption

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET

WHEREAS, the 2020 Farmers' Market will run on Thursdays from 4:00pm - 7:00pm June 5 - September 3, 2020; and

WHEREAS, the Reynoldsburg Farmers' Market will apply for an F-10 Liquor Permit from the Ohio Department of Commerce to allow wine samples of one (1) ounce or less to be sold by an A-2 or S permit holder; and

WHEREAS, the F-10 Liquor Permit would also allow Reynoldsburg Farmers' Market vendors with an A-2 or S permit to sell wine manufactured by said permit holder in sealed containers for consumption off premises from where the Farmers' Market is located; and

WHEREAS, Section 971.16 of the Codified Ordinances of the City states "No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage" and further states "No person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances prohibiting the sale of intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park be hereby waived for the Farmers' Market, June 5 through September 20, 2020.

SECTION 2. That upon adoption by Council this Resolution shall be in effect thirty days following signature by the Mayor.

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

DATE: November 25, 2019

TO: Development, Parks and Recreation Committee

RE: Request to Sell and Serve Alcohol at the Artists & Makers Market

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Requesting permission to waive the provision for section 971.16 of the codified ordinances for the 2020 Artists & Makers Market which will be operational from 11:00am -8:00pm on Saturday, May 30, 2020 at the Livingston House. The City of Reynoldsburg Parks and Recreation Department will gather and obtain all necessary permits required and work closely with the Reynoldsburg Police Department to assure that all security measures meet the highest standards. Safety fencing will be placed around a designated area of the grounds of the Livingston House where wine will be sold.

The Parks & Recreation Department will bring in an outside wine vendor who will be responsible for checking ID's.

A F2 liquor permit is required by the Ohio Department of Commerce.

**AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE
CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS AND
MAKERS MARKET**

WHEREAS, the City of Reynoldsburg Parks & Recreation Department will be hosting an artists & Makers Market on Saturday, May 30, 2020 from 11:00am until 8:00pm at the Livingston House; and

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

WHEREAS, the Reynoldsburg Artists & Makers Market will apply for an F-2 Liquor Permit from the Ohio Department of Commerce to allow for alcohol sales; and

WHEREAS, the Parks & Recreation Department will obtain all necessary permits and work closely with the Reynoldsburg Police Department to assure that all security measures are met at the highest standards including safety fencing and ID checks; and

WHEREAS, Section 971.16 of the Codified Ordinances of the City states “No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage” and further states “No person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park.”

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances prohibiting the sale of intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park be hereby waived for the Reynoldsburg Artists and Makers Market, May 30, 2020.

SECTION 2. That upon adoption by Council this Ordinance shall be in effect thirty days following signature by the Mayor.

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: November 25, 2019

TO: Development, Parks and Recreation Committee

RE: Repeal and replace Chapter Eleven - Planning and Zoning Code

Approval:

Completed Brad McCloud	Pending Jed Hood	Stephen Cicak
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This ordinance is the agreement to pass and start implementation of the unique Zoning Code created by staff, Calfee Zoning, and OHM Advisors. This Code is the next iteration of the our recently adopted Comprehensive Master Plan and will give foundational, yet legal standing, to new development within the City. This code will replace the current code from 1969, and once implemented will be forward thinking, inclusive and allow for creative uses and development to thrive within the City. This submission is in a draft state, and a final revision will be ready for the last reading.

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the City of Reynoldsburg determined that the entire zoning code needed to be revised following the update of the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the new code (attached as Exhibit A) will replace the current code from 1969 to be more inclusive, allow for creative uses, and encourage development to thrive.

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

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

SECTION 1. That Chapter 11-Planning and Zoning Code will be repealed and replaced with a new code -

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

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REYNOLDSBURG ZONING CODE

REYNOLDSBURG, OH
2019

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1101

INTRODUCTION AND HOW TO USE THIS CODE

Introduction and How to Use this Code

SECTION 1111.01 TITLE

- A. This Code shall hereinafter be known and cited as “The City of Reynoldsburg Zoning Code,” and hereinafter referred to as the/this “Code” or “these regulations.”

SECTION 1101.03 PURPOSE AND INTENT

- A. In adopting this Code, Council has given reasonable consideration to, among other things:
- i. the comprehensive plan;
 - ii. current conditions and the character of current structures and uses in each district;
 - iii. the most desirable use for which the land in each district is adapted;
 - iv. the conservation of property values throughout the City of Reynoldsburg; and,
 - v. responsible development and growth of the City of Reynoldsburg and hereby adopts this Code for the following purposes:
 - 1. To promote the achievement of the Comprehensive Land Use Plan for the City;
 - 2. To advance the position of the City as a center of commerce, industry, recreation and culture;
 - 3. To provide for desirable, appropriately located living areas in a variety of dwelling types and at a suitable range of population densities, with adequate provision for sunlight, fresh air and usable open space;
 - 4. To protect residential, commercial, industrial and civic areas from the intrusions of incompatible uses, and to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to share services;
 - 5. To ensure preservation of adequate space for commercial, industrial and other activities necessary for a healthy economy;
 - 6. To promote safe, fast and efficient movement of people and goods without sacrifice to the

REYNOLDSBURG ZONING CODE

- quality of the City's environment and to provide adequate off-street parking;
7. To stabilize expectations regarding future development of the City, thereby providing a basis for wise decisions with respect to such development;
 8. To preserve and enhance the quality of the City's environment;
 9. To provide for effective signage that is compatible with the surrounding urban environment; and
 10. To maintain the safety and potability of public water supplies located within the City.

SECTION 1101.05 **APPLICABILITY**

- A. In their interpretation and application, the provisions of this Code shall be held to be minimum requirements (unless a maximum standard is established) adopted for the promotion of the public health, safety, convenience, comfort, prosperity or general welfare. Wherever the requirements of the Code are at variance with the requirements of any other lawfully adopted rules, regulations, codes, deed restrictions or covenants, the provisions of this Code shall control.
- B. No building, structure or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or altered except in conformity with all of the regulations herein specified for the zone or district in which it is located.

SECTION 1101.07 **ZONES, DISTRICTS AND OVERLAYS**

- A. The following zones and districts are hereby established for the corporate limits of the City of Reynoldsburg, and land within said areas shall be designated on the Zoning Map by the following symbols:

DISTRICTS	SYMBOL	REPLACES
ZONES		
Suburban Residential Zone	SR	R-1; R-2; R-3
Residential Medium Zone	RM	R-4; R-20; AR-1; AR-1; AR-2; AR-3; MH
Mixed-Use Medium Zone	MUM	NC
Community Commercial Zone	CC	CC; CO
Innovation	I	RI; GI
Open Space/Schools	OS	CS
Innovation/Conservation Hybrid	ICH	N/A

INTRODUCTION AND HOW TO USE THIS CODE

DISTRICTS	SYMBOL	REPLACES
DISTRICTS		
Olde Reynoldsburg Center District	OR-CD	HOD
Olde Reynoldsburg Neighborhood District	OR-N	HOD
Brice and Main District	BMD	N/A
East Main District	BEM	N/A
OVERLAYS		
Flood Plain Overlay District	FPO	No change
Historic Overlay District	HOD	OR-CD/OR-N

- B. The Planned Development districts (PNDD and PCDD) are no longer included in the zoning districts applicable to this Code. No new projects or developments shall use the Planned Development district. All projects previously designated PNDD or PCDD shall be assigned a different zoning district with the adoption of this Code; provided, however, they may continue to function under the established PNDD or PCDD regulations previously adopted and specific to that development. Any project within the same geographic boundaries of the existing Planned Development may be redeveloped under the same provisions that were previously adopted. An owner of property greater than two acres in total area, with the approval of the Zoning Administrator, may instead select to designate the existing Planned Development into applicable zoning districts that most closely relate to the existing uses and building form.

SECTION 1101.09 ZONING MAP

- A. The City is divided into zones, districts and overlays as shown on the Zoning Map, which, together with all explanatory matter thereon, is adopted by reference and declared to be a part of this Code.
- B. The Zoning Map shall be located in the office of the Director of Public Service of the City of Reynoldsburg, maintained on file in the office of the Clerk of Council, and on the City's official website, and this map shall be the final authority as to the current zoning status of land and water areas, building, and other structures in the City.
- C. No changes of any nature shall be made in the Zoning Map or matter shown thereon except in accordance with the procedures set forth in Title Eleven of this Code. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this Code and punishable as provided under this Code.

SECTION 1101.11 RULES FOR INTERPRETING DISTRICT BOUNDARIES ON THE ZONING MAP

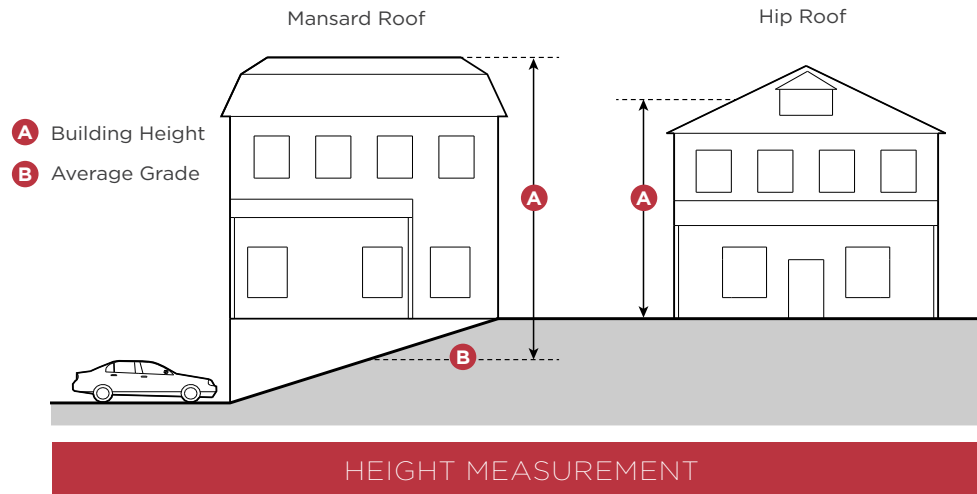
- A. The following rules shall apply to the interpretation of district and zone boundaries on the Zoning Map:
- i. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines;
 - ii. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;
 - iii. Boundaries indicated as approximately following City limits shall be construed as following such City limits;
 - iv. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
 - v. Boundaries indicated as following shorelines shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines;
 - vi. Boundaries indicated as parallel to or extensions of features listed above shall be so construed. Distances not specifically indicated on the Zoning Map shall be determined by the scale of the map.
- B. **Lots Divided by District Boundaries**
- i. Where a district boundary line divides a lot that was in single ownership at the time of passage of this Code, the Planning Commission may permit the extension of the regulations for either portion of the lot not to exceed fifty (50) feet beyond the district line into the remaining portion of the lot.

SECTION 1101.13 RULES OF MEASUREMENT AND CALCULATION

A. Height Measurement

- i. Building height is measured as the distance between a horizontal line at the average existing pre-development grade of the lot directly beside the structure, and the highest point of the coping of a flat roof, the top of a mansard roof, the midpoint of any pitched gable, hip or the upper portion of a gambrel roof, or measured between the top floor ceiling and the peak of the roof on an "A" framed structure. Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy are not included in calculating height and may extend above the height limit.

INTRODUCTION AND HOW TO USE THIS CODE



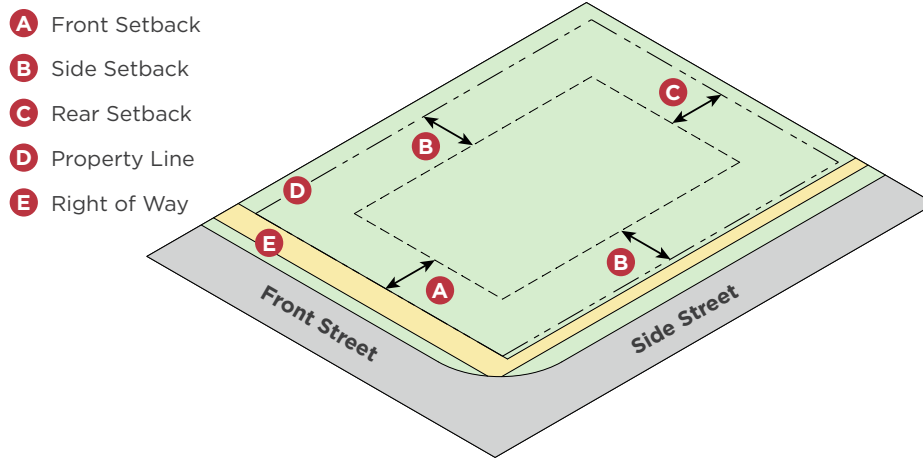
B. Measuring Distance

- i. When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between them.

C. Measuring Setbacks

- i. The front street setback is measured at a right angle from the right-of-way line.
- ii. Where a lot extends through the block from street to street, the required front yard must be provided along each street.
- iii. The side street setback is measured at a right angle from the side street right-of-way line.
- iv. The rear setback is measured at a right angle from the rear lot line or the rear right-of-way or easement line where there is an alley. The rear lot line is the lot line opposite to the front street lot line. Where there is more than one front street, the Zoning Administrator will determine the rear lot line.
- v. All lot lines which do not front a street, side street or rear lot lines are considered side interior lot lines.
- vi. For the purpose of measuring setbacks, side interior setbacks are measured at a right angle from the side lot line.

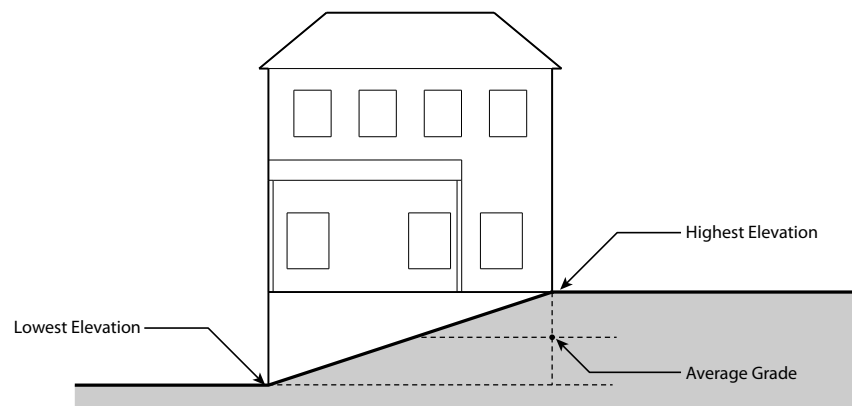
REYNOLDSBURG ZONING CODE



MEASURING SETBACKS

D. Determining Average Grade

- i. Average grade is determined by calculating the average of the highest and lowest elevation along natural or improved grade (whichever is more restrictive) along the front of the building parallel to the front street setback line.



DETERMINING AVERAGE GRADE

INTRODUCTION AND HOW TO USE THIS CODE

E. Yards, Open Space, and Parking

- i. Unless otherwise permitted herein, no part of a yard, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this Code shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building.

F. Lot or Yard Dimensions

- i. No yard or lot existing at the time of passage of this Code shall be reduced in dimension or area below the minimum or above the maximum requirements set forth herein. Yards or lots created after the effective date of this Code shall meet at least the minimum or maximum requirements established by this Code. The Zoning Administrator will determine setbacks for irregular shaped lots.

SECTION 1101.15 PERMITTED ENCROACHMENTS INTO SETBACKS

- i. Fences and walls may encroach into a required setback.
- ii. Sidewalks and driveways may encroach into a required setback.
- iii. A required buffer yard may encroach into a required setback.
- iv. Landscaping may encroach into a required setback.
- v. Signs under may encroach into a required setback.
- vi. Building eaves, roof overhangs, gutters, downspouts, light shelves, bay windows and oriels less than ten (10) feet wide, chimneys, flues cornices, belt courses, sills, buttresses or other similar architectural features may encroach up to three (3) feet into a required setback, provided that such extension is at least two (2) feet from the vertical plane of any lot line.
- vii. Unenclosed patios, decks, terraces or porte cochere may encroach into a side interior or rear setback, provided that such extension is at least three (3) feet from the vertical plane of any lot line.
- viii. An awning, canopy or gallery may encroach into a front or side street setback provided that such extension is at least one (1) foot from the vertical plane of any lot line.

SECTION 1101.17 RULES OF INTERPRETATION

- A. Whenever a defined word appears in the Code, its meaning is as set forth in this article. Words not defined in this Code are interpreted in accordance with their usual dictionary meaning and customary usage.
- B. All references to other regulations or manuals in this Code refer to the most current version and citation for those regulations or manuals, unless expressly indicated otherwise. When the referenced regulations or documents have been repealed and not replaced by other regulations or manuals, Code requirements for compliance are no longer in effect.

REYNOLDSBURG ZONING CODE

- C. Illustrations, diagrams, and flowcharts are included in this Code to illustrate the intent and requirements of the text. In the case of a conflict between the text and any illustration, diagram, or flowchart, the text controls.
- D. Except as otherwise notes, any fraction greater than or equal to 0.5 will be rounded up to the nearest whole number. Any fraction less than 0.5 will be rounded down to the nearest whole number.
- E. The language of this Code shall be interpreted in accordance with the following regulations:
 - i. The word “person” includes a firm, association, organization, partnership, trust, limited liability company, corporation, or other legal entity, as well as an individual.
 - ii. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular, in each case, if the context so requires.
 - iii. The word “shall” is mandatory, the word “may” is permissive.
 - iv. The words “used” or “occupied” include the words “intended”, “designed”, “constructed”, “altered”, or “arranged” to be used or occupied.
 - v. The word “lot” includes the words “plot”, “tract”, or “parcel”.
 - vi. The terms “standards”, “regulations”, and “requirements” are used to mandate a specific course of action or built outcome.
 - vii. Section headings are provided for ease of use and organization and shall not be interpreted as regulatory.
 - viii. Where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction “and”, “ “either ... or”, the conjunction shall be interpreted as follows:
 - ix. “And” indicates that all the connected items, conditions, provisions or events shall apply.
 - x. “Or” indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - xi. “Either ... or” indicates that all the connected items, conditions, provisions or events shall apply singly but not in combination.

SECTION 1101.19 MINIMUM REQUIREMENTS

- A. In their interpretation and application, the provisions of this Code shall be held to be minimum requirements (unless a maximum requirement is expressly provided) adopted for the promotion of the public health, safety, morals, and general welfare. Wherever the requirements of this Code are at variance with the requirements of any other lawfully adopted rules, regulations, codes, deed restrictions, or covenants, the most restrictive or that imposing the higher standards shall govern. Wherever special or unusual conditions or circumstances exist, or wherever there is an apparent safety hazard, the Planning Commission may prescribe additional requirements in order to promote and protect the health, safety, morals and general welfare of the city. The regulations contained in each district or zone herein shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided.

INTRODUCTION AND HOW TO USE THIS CODE

SECTION 1101.21 EFFECTS OF ANNEXATION ON ZONING

- A. When a lot developed with an agricultural use or one (1) single-family dwelling is annexed into the City, it shall be classified as SR-Suburban Residential zone upon passage of the ordinance accepting the annexation.
- B. When a lot developed with a use other than agriculture or one (1) single-family dwelling is annexed into the City, the applicant may file for a district amendment within six (6) months from the date of the passage of the accepting ordinance without assessment of a fee. The applicant may request the zoning classification be changed in accordance with the procedures set forth under Chapter 1109. Otherwise, the lot shall be classified as SR-Suburban Residential zone upon adoption of the ordinance accepting the annexation.
- C. When a lot owned by any public authority is annexed into the City via annexation, it shall be classified as an OS-Open Space/Schools zone upon adoption of the ordinance accepting the annexation.
- D. Any land within the City not designated or otherwise included within another zoning district shall be included in the SR-Suburban Residential zone.

SECTION 1101.23 PRIVATE PROVISIONS

- A. The provisions of this Code are not intended to nullify, abolish or repeal any easement, covenant or other private agreement or restriction.

SECTION 1101.25 CONFLICTING PROVISIONS

- A. In the case of any conflict or inconsistency between two or more provisions of this Code (e.g., the restrictions set forth in an overlay district versus the restrictions set forth in a base district) or any other City ordinance, the provision which imposes the greater or higher or more restrictive standard shall control.

SECTION 1101.27 DETERMINATION OF LAND USES NOT LISTED IN THIS CODE

- A. It is recognized that this Code may require interpretation to assign all possible uses to individual zones or districts. Therefore, any use which is not specifically set forth in this Code shall be reviewed by the Zoning Administrator for consistency with the intent set forth in each district and for compatibility with use characteristics typical of uses permitted within those zones or districts. Based upon this review, the Director of Public Service shall determine the appropriate district or zone for any use which is not specifically set forth herein. In case of disagreement with the determination of the Director of Public Service in assigning a use to an appropriate district or zone, any aggrieved party may file an appeal with the Board of Zoning Appeals.

SECTION 1101.29 SAVING PROVISION FOR PENDING ENFORCEMENT ACTIONS

- A. Except as shall be expressly provided for in this Code, the adoption of this Code shall not:
- i. nullify or make void any action pending under, or by virtue of, any prior zoning code or subdivision code;
 - ii. discontinue, nullify, void, abate, modify or alter any penalty accruing or about to accrue under, or by virtue of, any prior zoning code or subdivision code;
 - iii. affect the liability of any person, firm, or corporation under, or by virtue of, any prior zoning code or subdivision code;
 - iv. waive any right of the City under any section or provision of any prior zoning code or subdivision code; or,
 - v. vacate or annul any rights obtained by any person, firm, or corporation by lawful action of the City under, or by virtue of, any prior zoning code or subdivision code.

SECTION 1101.33

HOW TO NAVIGATE THIS CODE:

- 1. Step One:** Locate your property and applicable district or zone on the Zoning Map.
- 2. Step Two:** Locate the applicable district, zone or overlay regulations in Chapter 1103 below.
- 3. Step Three:** Determine the use, building placement, parking, landscaping and signage regulations in the applicable district or zone in Chapter 1103 below.
- 4. Step Four:** Determine if any common regulations apply in Chapter 1105.
- 5. Step Five:** Determine if any nonconformities exist and how to address them in Chapter 1107.
- 6. Step Six:** Determine if any approvals are necessary and how to apply for them in Chapter 1109.
- 7. Step Seven:** Determine if any subdivision is necessary and how to address it in Chapter 1111.
- 8. Step Eight:** Reference the Glossary for use and general terms in Chapter 1113 and the summary use and parking tables in the Appendix.

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DISTRICTS AND ZONES

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DISTRICTS
AND ZONES

Districts and Zones

SECTION 1103.01 INTENT

The following districts and zones are hereby established for the regulation of land in the City of Reynoldsburg, Ohio. The districts and zones have been formulated to realize the general purpose as set forth in the preamble of Ordinance No. _____ and the Comprehensive Plan, as may be amended from time to time. The specific purpose of each district and zone shall serve the regulatory basis for existing and future development within each district and zone.

SECTION 1103.03 COMPLIANCE WITH REGULATIONS

- (a) The regulations for each district and zone in this Zoning Ordinance shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided or as otherwise granted by the Board of Zoning Appeals.
- (b) No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
- (c) No building or other structure shall be erected or altered:
 - (1) To provide for greater height or bulk;
 - (2) To accommodate or house a greater number of families;
 - (3) To occupy a greater percentage of lot area;
 - (4) To have narrower or smaller rear yards, front yards, side yards or other open spaces than herein required, or in any other manner be contrary to the provisions of this Zoning Ordinance.
- (d) No yard or lot existing at the time of passage of this Zoning Ordinance shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Zoning Ordinance shall meet at least the minimum requirements set forth herein.

REYNOLDSBURG ZONING CODE

- (e) Notwithstanding anything to the contrary contained herein, any single lot of record existing on the effective date of this ordinance shall comply with the yard dimension requirements in effect at the time such lot was platted and/or created.

DISTRICTS AND ZONES

SECTION 1103.05 OFFICIAL SCHEDULE OF DISTRICT REGULATIONS ADOPTED

- A. Development and use regulations and standards are included in each district and zone below.
- B. Permitted Uses and Conditional Uses for each district and zone are set forth within each section. Permitted Uses shall include all Accessory Uses, as such term is defined within this Zoning Ordinance, except as otherwise expressly set forth herein. Conditional Uses require the grant of a Conditional Use permit.

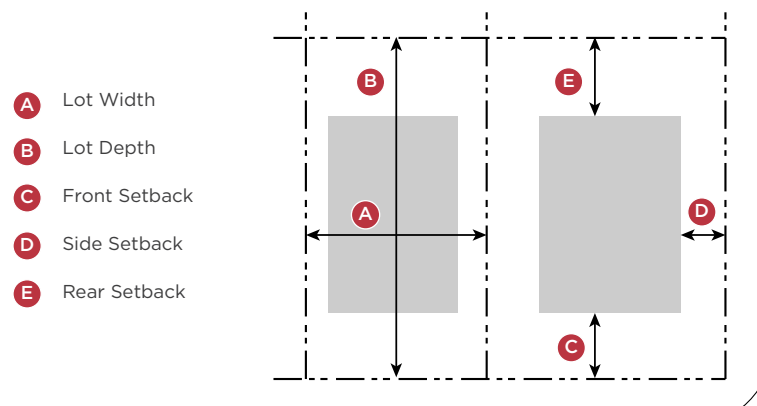
SECTION 1103.07 DEVELOPMENT TYPOLOGIES

The development typologies included in each district reflect various general forms of development contemplated for all new development within the City. For the alteration of existing structures, the alteration shall comply with the development standards applicable to the development typology that, in the determination of the Administrator is most similar to the existing structure.

SECTION 1103.09 DEVELOPMENT STANDARDS

Figure _____ below illustrates the key terms applicable to the development standards included for each development typology. These key terms are illustrated as follows:

FIGURE : STANDARDS KEY TERMS



This Chapter is divided into four districts (the Olde Reynoldsburg Center, (ORD-C) the Olde Reynoldsburg Neighborhood (ORD-N), the Brice and East Main Street and East Main Street Insight districts) and nine zones. Districts are specific contiguous geographies with the city that have similar existing or desired

REYNOLDSBURG ZONING CODE

development patterns. Districts may include numerous blocks of different uses and building types that form the character of each district. The regulations applied to each district respect the unique development pattern while promoting desired outcomes within. Zones are not all contiguous and are mapped across the city primarily based on existing and desired use patterns and distinguish between disparate uses without respect to a specific geographies.

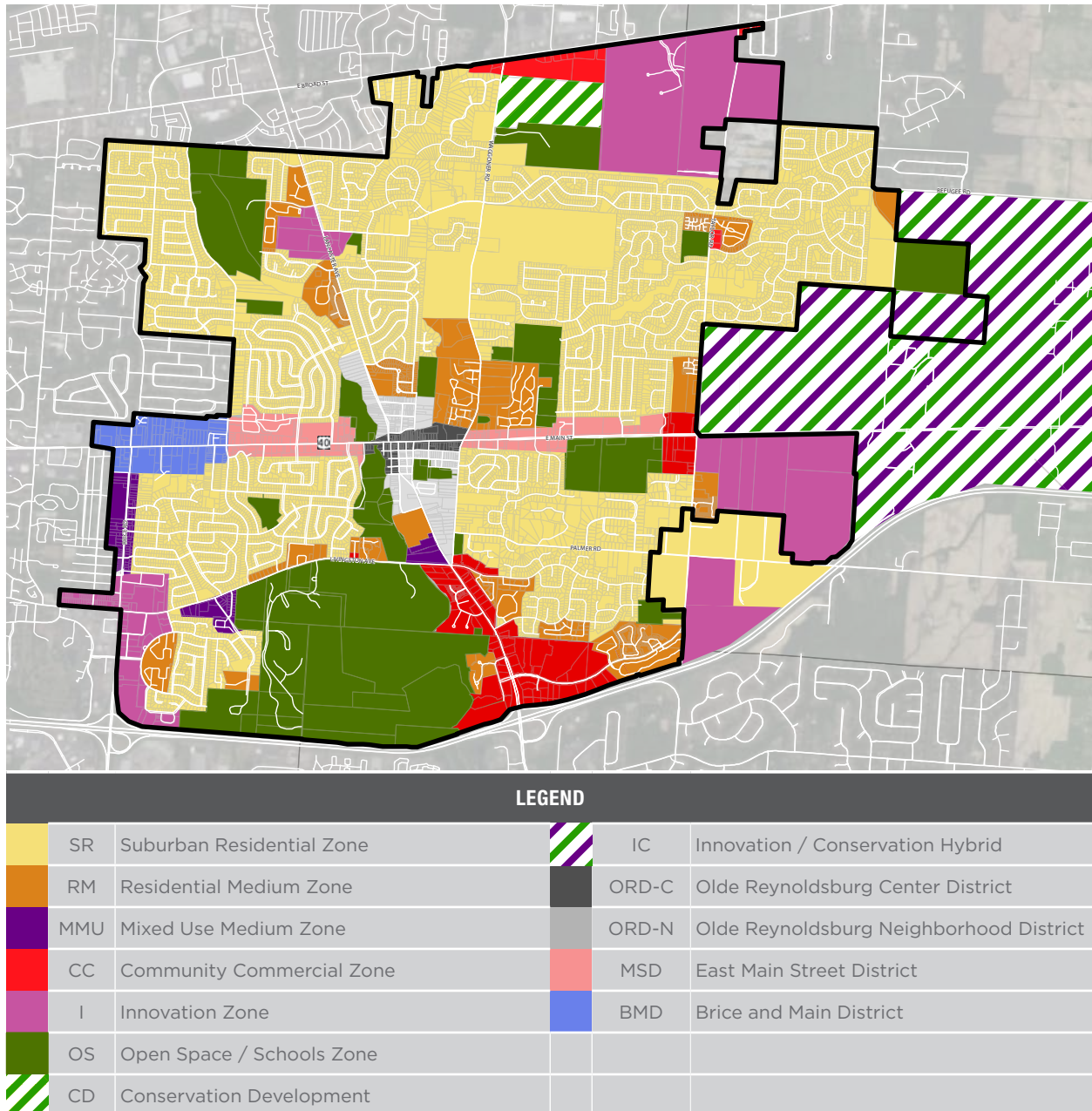


FIGURE XXXX: DISTRICT AND ZONES MAP

0 XX XX XXX FT

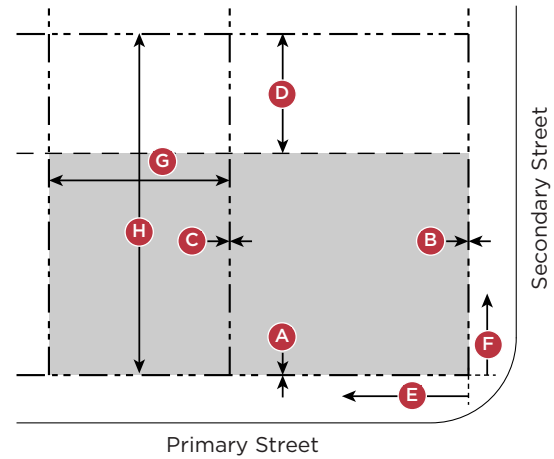


DISTRICTS AND ZONES

SECTION 1103.11 OLDE REYNOLDSBURG DISTRICT (ORD-C CENTER)



Image: Aerial view of the Old Reynoldsburg Center District



Key for Diagrams

--- Lot Line

--- Setback Line

Buildable Area

A. INTENT

The primary intent of this district is to strengthen the mixed-use, pedestrian-oriented nature of the existing historic downtown. Historic buildings, facades, and public spaces should be maintained. Interesting and stimulating pedestrian environments should be a primary feature of the District. Sidewalk cafe seating is encouraged, ground-floor retail with large windows should be promoted, and pedestrians should feel safe and comfortable. New residential development is highly encouraged to help bolster and support the vibrancy of the downtown. This District includes properties with frontage on East Main Street and extending west over Blacklick Creek and including the current municipal buildings and campus.

B. ALLOWED BUILDING TYPES

The building types allowed in the ORD-C are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the allowed building type and setback dimensions. See this Chapter (Building Typologies) for detailed design standards.

ALLOWED BUILDING TYPES

Large Flex Retail Building	Bed and Breakfast Building
Medium Flex Retail Building	School and Institutional Building
Small Flex Retail Building	Community Center Building
Detached Single-Family Building	

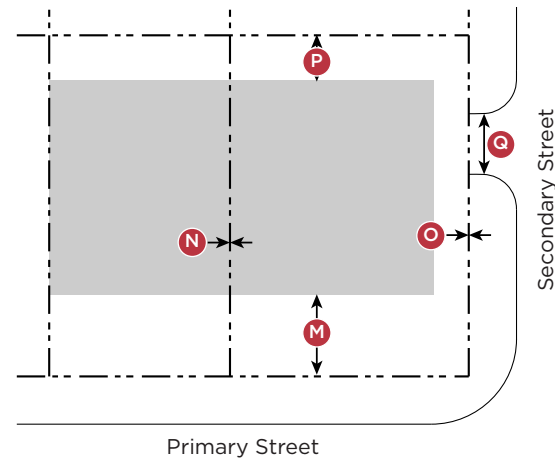
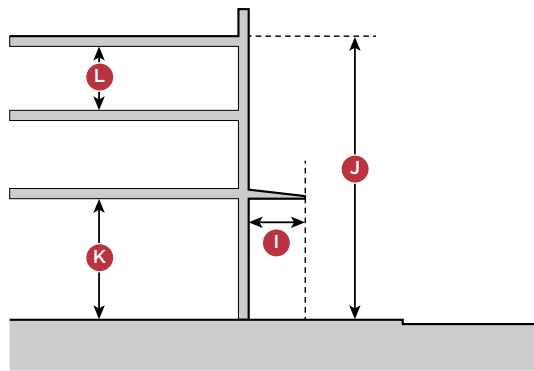
C. BUILDING PLACEMENT

Build-to-Zone (BTZ)	E Main St Fronting	Center Neighborhood	
Front	0'-15'	NA	A
Side Street, corner lot	0'-10'	NA	B
Setback			
Front	NA	5' min	A
Side Street, corner lot	NA	10' min	B
Side	0' min	5' min	C
Rear		30' min	D
Lot Coverage	NA	70%	
Building Form			
Primary Street built to BTZ	30% min	NA	E
Side Street, Corner Lot built to BTZ	30% min	NA	F
Lot Width	30' min	40' min	G
Lot Depth	NA	NA	H
Lot Frontage	30' min	40' min	

Notes

All floors must have a primary ground-floor entrance facing the primary or side street.

REYNOLDSBURG ZONING CODE



Key for Diagrams

- - - - Lot Line

- - - - Height Line

Buildable Area

Rear-facing buildings, loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades.

Any buildings over 75' in width must be articulated with a demising line or designed to read as a series of buildings no wider than 75' each.

D. BUILDING FORM

Each proposed building in the ORD-C District shall comply with the following building form standards.

1. Encroachments into Setback

The following encroachments are allowed within the ORD-C District subject to applicable frontage type standards (See this Chapter).

Location	E Main St Fronting	Center Neighborhood	
Front	12' max	10' max	I
Side Street	8' max	8' max	I
Rear	4' max	0'	I

Notes

Canopies, Awnings, and Balconies may encroach over the BTZ on the street sides and into the setback on the rear. Only Balconies are allowed within the rear encroachment.

2. Height

The height of the buildings shall not exceed the following limits. Minimum and maximum heights are measured from average finished grade at the front setback line.

Height	E Main St Fronting	Center Neighborhood	
Building Maximum	5 stories, 60'	2 1/2 stories, 30'	J
Ancillary Building Max.	2 1/2 stories, 35'	2 stories, 24'	
First Floor Ceiling Height	12' min clear	9' min clear	K
Upper Floor(s) Ceiling Height	8' min clear	8' min clear	L

Notes

Mansard roof forms are not allowed.

Any section along the BTZ not defined by a building must be defined by a 2'6" to 4'6" high feature made of stucco or masonry wall material.

E. Parking Placement

Off-street parking shall be located in compliance with the following setback standards. See this Chapter (Frontage Typologies) or applicability of frontage types associated with street-side parking.

Location (Distance from Property Line)	E Main St Fronting	Center Neighborhood	
Front Setback	20'	20' min	M
Side Setback	0'	0' min	N
Side Street Setback	5'	5' min	O
Rear Setback	5'	5' min	P

DISTRICTS AND ZONES

Required Spaces (E Main Street)		
Ground Floor		
Uses < 3,000 sf	No off-street parking required	
Uses =/ > 3,000 sf	1 space/400 sf	
Upper Floors		
Residential uses	1 space/unit; .5 space/studio	
Other uses	1 space/450 ft	
Notes		
Parking Drive Width	15'	
*Or as required by Fire Department		
On corner lots, primary parking drive shall not be located in primary street.		
Shared drives are encouraged between adjacent lots to minimize curb cuts along the street.		
Parking may be provided off-site within 1,300' or as shared parking. Shared parking may count up to a 30% reduction in total parking required.		
Bicycle parking must be provided and in a secure environment and be ground mounted with a clear width of 32 inches and clear length of 84 inches. At least one bicycle space shall be provided for every 1,000 square feet of gross floor area of the principle building.		
See Chapter 1105.01 for further parking regulations.		

F. Frontage Types			
See this Chapter 1103.75 (Frontage Type Standards) for detailed standards for each frontage type.			
Frontage Type	Primary Street	Secondary Street	Reference
Shopfront	Allowed	Allowed	xxxx.xx
Patio	Allowed	Allowed	xxxx.xx
Yard	Allowed	Allowed	xxxx.xx
Raised Yard	Allowed	Allowed	xxxx.xx
Porch	Allowed	Allowed	xxxx.xx
Stoop	Allowed	Allowed	xxxx.xx
Terrace	Allowed	Allowed	xxxx.xx
Terrace	Allowed	Allowed	xxxx.xx
Forecourt	Allowed	Allowed	xxxx.xx
Streetwall	Allowed	Allowed	xxxx.xx

G. Allowed Open Space Types

The open space types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum open space type and setback dimensions. See this Chapter 1103.73 (Open Space Typologies) for detailed standards.

Allowed Open Space Types	Reference
Greenway and Trail	xxxx.xx
Park	xxxx.xx
Nature	xxxx.xx
Sportsfield	xxxx.xx

H. Allowed Land Uses and Permit Requirements

- The land uses allowed by this Code are listed in Table 1103 A (Allowed Land Uses and Permit Requirements) below, together with the type of planning permit required for each use. Each land use listed in Table 1103 A (Allowed Land Uses and Permit Requirements) is defined in Chapter 1113 (Glossary of Terms)
- Establishment of an Allowable Use
 - Any one or more land uses allowed in Table 1103 A (Allowed Land Uses and Permit Requirements) may be established on any lot within the district, subject to the planning permit requirement listed in the Table, and in compliance with all applicable requirements of this Code.
 - Where a project on a single lot includes two or more of the land uses listed in the Table, the overall project will be subject to the highest permit level required by the Table for any individual use.
 - A land use that is not listed in Table 1103 A and is determined by the Director to not be included in the definition listed in Chapter 1113 A (Glossary of Terms), is not allowed, unless the Director finds that the proposed use is similar to, compatible with, and will not involve a greater intensity than a listed use and such use is consistent with the purposes of the zone, the Comprehensive Plan, and any applicable City plan.

REYNOLDSBURG ZONING CODE

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	

ANIMAL SERVICES

Boarding/Kennel	C	
Grooming	P	
Veterinary	P	

COMMUNITY FACILITIES

Community Facility - Activity Center	P	
Community Facility - Government Administration and Courts	P	
Community Facility - Outdoor Recreation	P	
Community Facility - Park	P	
Community Facility - Public Health Safety	P	
Community Facility - Trail	P	

CONGREGATION

Event Center - Private Events and Conferences	P	
Event Center - Public Meetings and Conventions	P	
Religious Assembly	P	

CULTURAL

Library	P	
Live Theater	P	
Movie Theater	P	
Museum	P	
Visual Arts Center	P	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	

DWELLING

Dwelling - Assisted	P	
Dwelling - Attached Single-Family	P	
Dwelling - Group	P	
Dwelling - Multi-Unit Building	P	
Dwelling - Multi-Unit Building Complex	P	
Dwelling - Nursing	P	
Dwelling - Two-family	P	
Dwelling - Developmental Disability	P	

FOOD AND BEVERAGE

Bakery - Retail	P	
Beverage - Brewing and Distilling	P	
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	P	
Beverage Sales and Retail	P	
Food Sales - Small Format Grocery	P	
Food Sales-Farm	P	

DISTRICTS AND ZONES

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by District	Specific Use Regulations
	ORD-C	
Food Service - Fast Casual Restaurant	P	
Food Service - Full Service Restaurant	P	

EDUCATION

School - College/University	P	
School - Primary	P	
School - Secondary	P	
School - Trade	P	

HEALTH / WELLNESS

Health and Wellness - Clinic	P	
Health and Wellness - Fitness Facility/Gym	P	
Health and Wellness - Massage	P	
Health and Wellness - Physical Therapy	P	

MANUFACTURING / PROCESS / INNOVATION

Manufacturing - Artisan	P	
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MEDICAL

Medical Office	P	
Medical - Clinic	P	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	

OFFICE

Office - Corporate	P	
Office - Data Processing/Call Center	C	
Office - Professional Services	P	

PERSONAL SERVICES

Clothing Services - Dry Cleaning without drive thru	P	
Financial Services and Banking - without drive thru	P	
Personal Care and Beauty Services	P	
Tattoo/Piercing	P	

RECREATION

Studio - Art	P	
Studio - Gymnastics/martial arts	P	

Allowable Use	P	
Conditional Use	C	

REYNOLDSBURG ZONING CODE

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	

SALES AND EXHIBITION

Antique Shop	P	
Auction Facility	P	
Gallery - Art	P	
Garden Center - Indoor and Outdoor	C	
Retail - Convenience without gasoline	P	
Retail - Large Format	P	
Retail - Medium Format	P	
Retail - Pharmacy	P	
Retail - Shopping Center - Enclosed	P	
Retail - Shopping Center - Outdoor	P	
Retail - Small Format	P	

TOURISM / VISITING

Overnight Lodging - Bed and Breakfast	P	
Overnight Lodging - Boutique Hotel	P	
Overnight Lodging - Hotel	P	
Overnight Lodging - Limited Service	P	
Overnight Lodging - Resort	P	

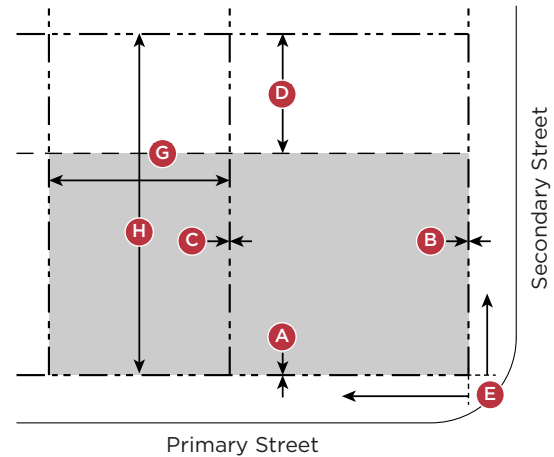
Allowable Use	P
Conditional Use	C

DISTRICTS AND ZONES

SECTION 1103.13 OLDE REYNOLDSBURG DISTRICT (ORD-N NEIGHBORHOOD)



Image: Aerial view of the Old Reynoldsburg Neighborhood District



Key for Diagrams

--- Lot Line

--- Setback Line

Buildable Area

A. INTENT

Because of its location adjacent to the in the Olde Reynoldsburg Neighborhood District (ORD-N) future development should support a more diverse range of housing options and should be well integrated with surrounding uses while allowing for more compact development to accommodate smaller household sizes, an aging population, and a growing number of households without children. Multi-unit buildings with common open spaces are encouraged where appropriate. Developments may include a range of housing options with different price points and styles including stacked flats, higher density single-family, row houses, and apartments. Reduced setbacks, improved streetscapes, and smaller blocks all contribute to improved walkability.

B. ALLOWED BUILDING TYPES

The building types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum building type and setback dimensions. See Chapter XXXX (Building Types) for detailed design standards.

ALLOWED BUILDING TYPES

Detached Single-Family Building	Small Flex Retail Building
Attached Single-Family Building	Institutional Flex Building
Duplex Building	Community Center Building
Multi-Unit Building	

C. BUILDING PLACEMENT

Setback

Front	5' min	A
Side Street, corner lot	10' min	B
Side	5' min	C
Rear	30' min	D
Lot Coverage	70%	

Building Form

Lot Width	40' min	G
Lot Depth	NA	H
Lot Frontage	40' min	E

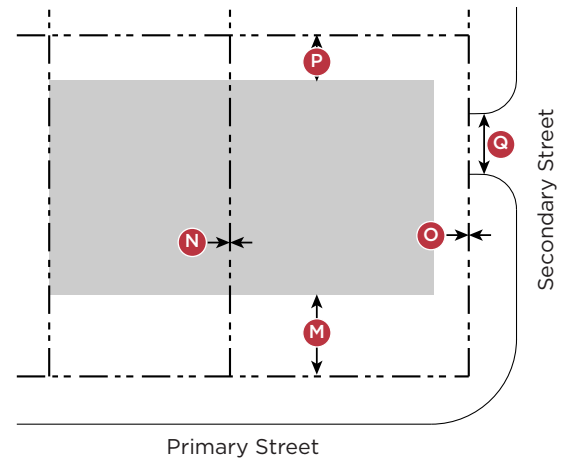
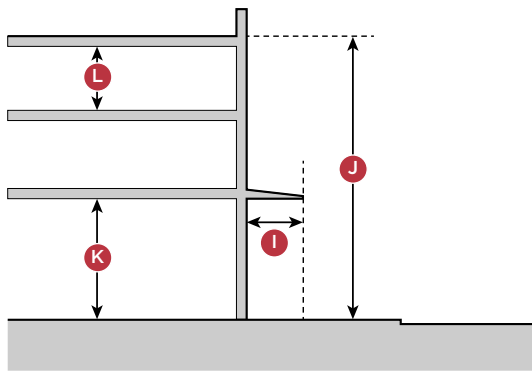
Notes

All floors must have a primary ground-floor entrance facing the primary or side street.

Rear-facing buildings, loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades.

Any buildings over 75' in width must be articulated with a demising line or designed to read as a series of buildings no wider than 75' each.

REYNOLDSBURG ZONING CODE



Key for Diagrams

- - - - Lot Line

- - - - Setback Line

Buildable Area

D. BUILDING FORM

Each proposed building in the ORD-N District shall comply with the following building form standards.

1. Encroachments into Setback

The following encroachments are allowed within the ORD-N District, subject to applicable frontage type standards. See this Chapter (Frontage Typologies).

Location		
Front	10' max	I
Side	xxxx	I
Side Street	8' max	I
Rear	0'	I

Notes

Canopies, Awnings, and balconies may encroach over the setback on the street sides and into the setback on the rear. Only balconies are allowed at the rear encroachment.

2. Height

35' max	J
2 1/2 stories max	J

3. Required Frontage Type*

Porch	Yard
Stoop	Forecourt
Raised Yard	

Notes

See this Chapter (Frontage Typologies) for descriptions and requirements.

E. Parking Placement

Off-street parking shall be located in compliance with the following setback standards. See Chapter (Frontage Typologies) for applicability of frontage types associated with street-side parking.

Location (Distance from Property Line)		
Front Setback	20' min	
Side Setback	0' min	
Side Street Setback	5' min	
Rear Setback	5' min	

Notes

Unless parking space is located in the driveway of a single-family or two-family dwelling.

DISTRICTS AND ZONES

F. Frontage Types

See Chapter XXXX (Frontage Type Standards) for detailed standards for each frontage type.

Frontage Type	Primary Street	Secondary Street	Reference
Shopfront	Allowed	Allowed	xxxx.xx
Patio	Allowed	Allowed	xxxx.xx
Yard	Allowed	Allowed	xxxx.xx
Raised Yard	Allowed	Allowed	xxxx.xx
Porch	Allowed	Allowed	xxxx.xx
Stoop	Allowed	Allowed	xxxx.xx
Terrace	Allowed	Allowed	xxxx.xx
Forecourt	Allowed	Allowed	xxxx.xx
Streetwall	Allowed	Allowed	xxxx.xx

G. Allowed Open Space Types

The open space types allowed in the ORD are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum open space type and setback dimensions. See Chapter 11 o3.73(Open Space Typologies) for detailed standards

Allowed Open Space Types	Reference
Nature	xxxx.xx
Greenway and Trail	xxxx.xx
Square	xxxx.xx
Green	xxxx.xx
Passage	xxxx.xx
Park	xxxx.xx
Sports Field	xxxx.xx
Pocket Park	xxxx.xx
Pocket Plaza	xxxx.xx

H. Allowed Land Uses and Permit Requirements

1. The land uses allowed by this Code are listed in Table 1103B (Allowed Land Uses and Permit Requirements) below, together with the type of planning permit required for each use. Each land use listed in Table 1103B (Allowed Land Uses and Permit Requirements) is defined in Chapter 1105 (Glossary of Terms).

2. Establishment of an Allowable Use

a. Any one or more land uses allowed in Table 1103B (Allowed Land Uses and Permit Requirements) may be established on any lot within the district, subject to the planning permit requirement listed in the Table, and in compliance with all applicable requirements of this Code.

b. Where a project on a single lot includes two or more of the land uses listed in the Table, the overall project will be subject to the highest permit level required by the Table for any individual use.

c. A land use that is not listed in Table 1103B and is determined by the Director to not be included in the definition listed in Chapter 1105 (Glossary of Terms), is not allowed, unless the Director finds that the proposed use is similar to, compatible with, and will not involve a greater intensity than a listed use and such use is consistent with the purposes of the zone, the Comprehensive Plan, and any applicable City plan.

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TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-N	

ANIMAL SERVICES

Veterinary	C	
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CONGREGATION

Event Center - Private Events and Conferences	C	
Religious Assembly	P	

CULTURAL

Library	P	
Live Theater	C	
Museum	C	
Visual Arts Center	P	

DWELLING

Dwelling - Assisted	P	
Dwelling - Attached Single-Family	P	
Dwelling - Detached Single-Family	P	
Dwelling - Group	P	

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-N	

Dwelling - Multi-Unit Building	P	
Dwelling - Multi-Unit Building Complex	P	
Dwelling - Nursing	P	
Dwelling - Two-family	P	
Dwelling - Developmental Disability	P	

FOOD AND BEVERAGE

Bakery - Retail	P	
Beverage - Brewing and Distilling	C	
Food Sales - Farm Market	P	
Food Sales - Small Format Grocery	P	
Food Service - Full Service Restaurant	C	

EDUCATION

School - College/ University	C	
School - Primary	C	
School - Secondary	C	
School - Trade	C	

HEALTH / WELLNESS

Health and Wellness - Clinic	C	
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DISTRICTS AND ZONES

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS

Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORND	
Health and Wellness - Fitness Facility/Gym	C	
Health and Wellness - Massage	P	
Health and Wellness - Physical Therapy	P	

MANUFACTURING / PROCESS / INNOVATION

Manufacturing - Artisan	P	
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MEDICAL

Medical - Clinic	C	
Medical - Office	C	

PERSONAL SERVICES

Personal Care and Beauty Services	C	
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RECREATION

Studio - Art	P	
Studio - Gymnastics/ martial arts	P	

RESIDENT AND CHILD CARE

Child Day Care - Center	P	
Child Day Care - In Home	P	

SALES AND EXHIBITION

Antique Shop	C	
Gallery - Art	P	
Retail - Boutique	P	
Garden Center	P	

TOURISM / VISITING

Overnight Lodging - Bed and Breakfast	P	
Overnight Lodging - Boutique Hotel	C	

Allowable Use	P
Conditional Use	C

SECTION 1103.15 BRICE & EAST MAIN STREET AND EAST MAIN STREET INSIGHT DISTRICTS



Example Development Pattern in Brice & East Main Street District



Example Development Pattern in East Main Street District

I. Purpose and Intent

Brice and East Main Street and the East Main Street Insight Districts are intended to create compact, mixed-use, walkable environments, remove regulatory barriers, and encourage the establishment of local enterprises (e.g. Main Street businesses, start-up makers and other platforms such as shared work spaces, community hubs, and markets). By creating this type of physical environment and reducing regulatory barriers in these two Insight Districts, investors and start-up businesses will be more likely to deploy capital. This will, in turn, enhance community character and allow existing businesses and residents to remain

along with newer uses.

The Brice and Main Street Insight District is intended to be more of an urban, mixed-use zone or Transit oriented Development (TOD) that centers around a transportation hub or multi-modal transportation and leverages the area's proximity to major public transportation routes.

The East Main Street Insight District is intended to serve as a transportation corridor lined with compact, mixed-use, development and with standards to address the transition area where each corridor abuts adjoining neighborhoods.

Regulations found in the Insight Districts that are

DISTRICTS AND ZONES

unique to both zones include:

- Transit supportive development standards: Walkways connecting streets to buildings and locating buildings or pedestrian plazas close to transit stops can set up development to accommodate future transit.
- On-site facilities for pedestrian, bike, and vehicular travel: Standards for bike parking and pedestrian access, particularly within 1/4 mile or not more than 1/2 mile of a transit stop.
- Adjusted regulations for nonconforming buildings and uses: Leaves the nonconforming section of the zoning code intact on nuisances but more lenient on improvements and adaptive re-use.
- Right-sized application fees: Fees are adjusted to reflect the policies of the community. If infill and suburban retrofit is a priority, fees in those environments should be less.
- Adjust front setback regulations: Amend front setback regulations to specify setback ranges instead of just minimums.
- Reduced parking requirements for affordable housing: The reduction depends upon the urban/ suburban context and public transportation access.
- Reduced minimum parking requirements: Requiring more parking than is necessary is a financial barrier to development, wastes site area for parking, and increases impervious surface.

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II. Insight District Uses

The following uses are either permitted or conditional uses as indicated in the following table:

USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (MSD)	SPECIFIC USE REGULATIONS
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ANIMAL SERVICES

Boarding/Kennel		C	
Shelter		C	
Veterinary	P	P	

COMMUNITY FACILITIES

Community Facility - Activity Center	P	P	
Community Facility - Outdoor Recreation	P	P	
Community Facility - Park	P	P	
Community Facility - Public Health Safety	P	C	
Community Facility - Trail	P	P	

CONGREGATION

Event Center - Private Events and Conferences	P	P	
Event Center - Public Meetings and Conventions	C	P	
Religious Assembly		P	

CULTURAL

Library	P	P	
Live Theater	P	P	
Movie Theater	P	P	
Museum	P	P	
Visual Arts Center	P	P	

DWELLING

Dwelling - Assisted		C	
Dwelling - Attached Single-Family	P	C	
Dwelling - Group	P		
Dwelling - Multi-Unit Building	P	P	
Dwelling - Multi-Unit Building Complex	P	P	
Dwelling - Nursing	C	C	
Dwelling - Developmental Disability	P		

DISTRICTS AND ZONES

USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (MSD)	SPECIFIC USE REGULATIONS
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FOOD AND BEVERAGE

Bakery - Retail	C	C	
Beverage - Brewing and Distilling	C	C	
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	C	C	
Beverage - Retail Sales	C	C	
Food Sales - Farm Market	P	P	
Food Sales - Large Format Grocery	P	P	
Food Sales - Small Format Grocery	P	P	
Food Service - Commissary/Bakery	P	P	
Food Service - Deli	P	P	
Food Service - Fast Casual Restaurant	P	P	
Food Service - Full Service Restaurant	P	P	
Food Service - Quick Serve/Fast Food With Drive Thru		P	
Food Service - Quick Serve/Fast Food Without Drive Thru	P	P	

EDUCATION

School - College/University	C	P	
School - Primary	P	P	
School - Secondary		P	
School - Trade	C	P	

HEALTH / WELLNESS

Health and Wellness - Clinic	P	P	
Health and Wellness - Fitness Facility/Gym	P	P	
Health and Wellness - Massage	P	P	
Health and Wellness - Physical Therapy	P	P	

MANUFACTURING / PROCESS / INNOVATION

Manufacturing - Artisan	P	P	
Research Facility/Laboratory	C	C	

MEDICAL

Medical - Clinic	P	P	
Medical - Emergency Services	P	P	
Medical - Full Service Hospital	P	P	

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USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (MSD)	SPECIFIC USE REGULATIONS
Medical - Office	P	P	
Medical - Outpatient and Urgent Care	P	P	
Medical - Psychiatric Facility - Standalone	C	C	
Medical - Standalone Emergency Services	C	C	

OFFICE

Office - Corporate	P	P	
Office - Data Processing/Call Center	P	P	
Office - Professional Services	P	P	

PERSONAL SERVICES

Clothing Services - Tailor	P	P	
Financial Services and Banking - with drive thru		P	
Financial Services and Banking - without drive thru	P	P	
Personal Care and Beauty Services	P	P	

REPAIR SERVICES

Vehicular Repair - Light		C	
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RECREATION

Indoor Recreation Enterprise	C	C	
Outdoor Recreation Enterprise	C		
Private Club	P	P	
Shooting Range - Indoor Only		C	
Studio - Art	P	P	
Studio - Gymnastics/martial arts	P	P	

RESIDENT AND CHILD CARE

Adult Day Care	C		
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SALES AND EXHIBITION

Antique Shop	P	P	
Auction Facility		C	
Gallery - Art	P	P	
Garden Center - Indoor and Outdoor		P	
Retail - Convenience with gasoline		P	
Retail - Convenience without gasoline		P	

DISTRICTS AND ZONES

USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (MSD)	SPECIFIC USE REGULATIONS
Retail - Large Format		P	
Retail - Medium Format	P	P	
Retail - Pharmacy	P	P	
Retail - Shopping Center - Enclosed	P	P	
Retail - Shopping Center - Outdoor	P	P	
Retail - Small Format	P	P	

TOURISM / VISITING

Overnight Lodging - Bed and Breakfast	P		
Overnight Lodging - Boutique Hotel	P		
Overnight Lodging - Hotel	P	P	
Overnight Lodging - Limited Service		P	
Overnight Lodging - Resort	P	P	

UTILITY FACILITIES

Power Substation Facility		C	
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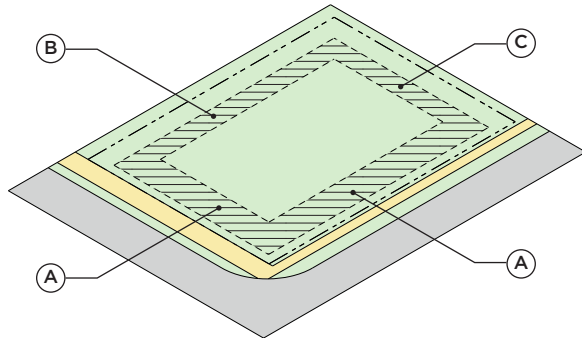
Allowable Use	P
Conditional Use	C

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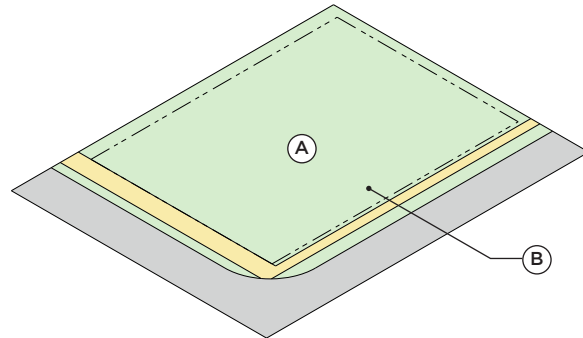
III. Insight District Development Standards

The Brice and Main District includes the more urban attached typologies with off-street parking in a garage, driveway, or parking lot, in addition to instances of on-street, parallel parking.

A. Lot Dimensions and Setbacks



B. Lot Coverage

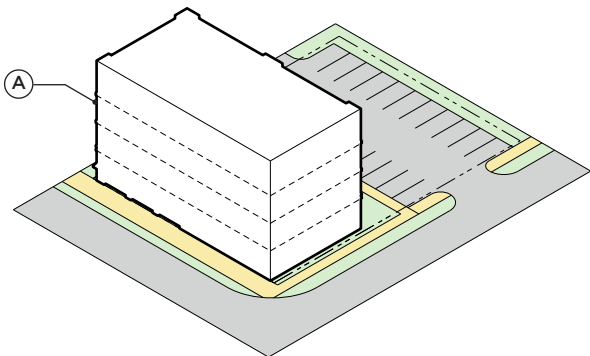


LOT DIMENSIONS		LOT SIZE (MIN./MAX SQ. FT.)	NA
		LOT WIDTH (MIN./MAX.)	NA
		LOT DEPTH (MIN. FT.)	NA
		LOT FRONTAGE (MIN. FT.)	NA
SETBACKS	A	FRONT YARD SETBACK (MIN. FT.)	5 from ROW
	A	FRONT YARD SETBACK (MAX. FT.)	20 ft from ROW
	B	SIDE YARD SETBACK (MIN. FT.)	10 from lot line; 30 feet between buildings
	B	SIDE YARD SETBACK (MAX. FT.)	20 feet from lot line; 40 feet between buildings
	B	SIDE YARD SETBACK (MIN./MAX. AGGREGATE. FT.)	NA
	C	REAR YARD SETBACK (MIN. FT.)	10 feet from lot line; 30 feet between buildings
	C	REAR YARD SETBACK (MAX. FT.)	20 feet from lot line; 40 feet between buildings

LOT COVERAGE/ OPEN SPACE	A	LOT COVERAGE (MIN.)	50%
		LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
		CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
		LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	100%
		OPEN SPACE (MIN.)	30%
LANDSCAPE REVIEW		OPEN SPACE (MAX.)	50%
		LANDSCAPE AND NATURAL BUFFERS	NA
DENSITY (MULTI-UNIT RESIDENTIAL)		DENSITY (MIN. UNITS PER ACRE)	40
		DENSITY (MAX. UNITS PER ACRE)	60

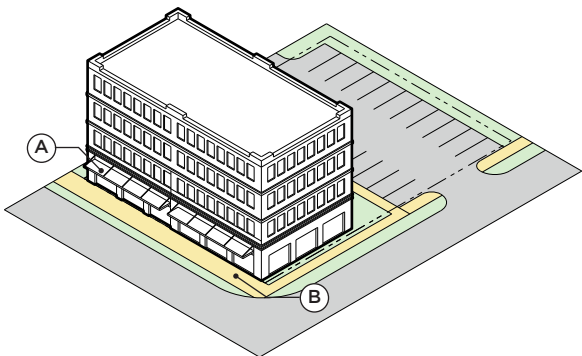
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT	A	BUILDING HEIGHT (MIN. FT.)	35
		BUILDING HEIGHT (MAX. FT.)	75
ACCESSORY STRUCTURE DIMENSIONS		ACCESSORY BUILDING LOCATION	NP
		ADU HEIGHT (MAX. FT.)	NP
		ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION		LOCATION	Interior of the development or structured parking
SIGN REGULATIONS		PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN		DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency
		SITE PLAN STANDARDS	Yes

D. Frontage



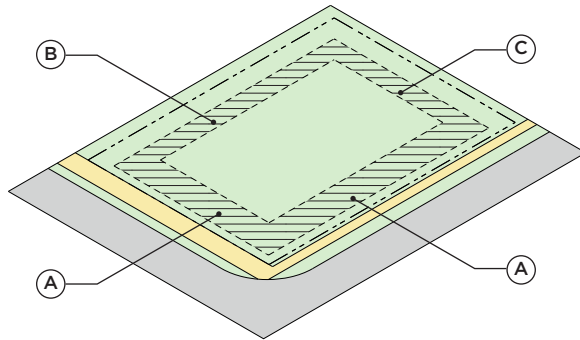
ELEMENT	SHOPFRONT	A
	PATIO	B

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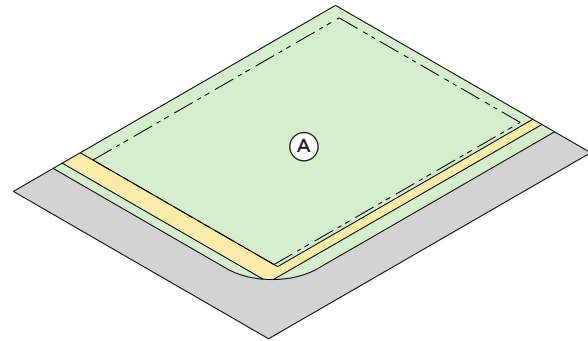
III. Insight Zone Development Standards

The East Main Street District includes urban and some suburban typologies (Section IV Development Typologies) with off-street parking, driveway, or parking lot, in addition to instances of on-street, parallel parking.

A. Lot Dimensions and Setbacks



B. Lot Coverage

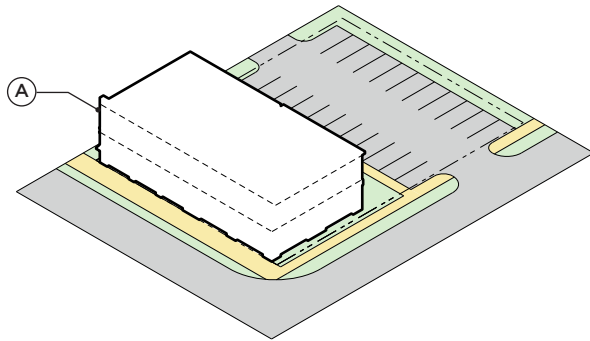


LOT DIMENSIONS	LOT SIZE (MIN./MAX SQ. FT.)	NA
	LOT WIDTH (MIN./MAX.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	NA
SETBACKS	A FRONT YARD SETBACK (MIN. FT.)	5 from ROW
	A FRONT YARD SETBACK (MAX. FT.)	20 ft from ROW
	B SIDE YARD SETBACK (MIN. FT.)	5 from lot line; 10 feet between buildings
	B SIDE YARD SETBACK (MAX. FT.)	10 feet from lot line; 20 feet between buildings
	B SIDE YARD SETBACK (MIN./MAX. AGGREGATE. FT.)	20/40
	C REAR YARD SETBACK (MIN. FT.)	30
	C REAR YARD SETBACK (MAX. FT.)	NA

LOT COVERAGE/ OPEN SPACE	A LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	30%
	OPEN SPACE (MAX.)	50%
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	YES
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	24
	DENSITY (MAX. UNITS PER ACRE)	48

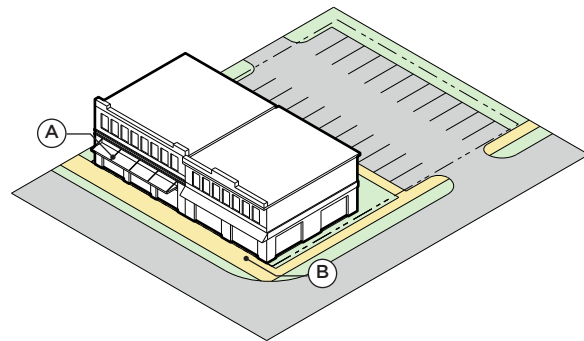
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT	A	BUILDING HEIGHT (MIN. FT.)	35
		BUILDING HEIGHT (MAX. FT.)	75
ACCESSORY STRUCTURE DIMENSIONS		ACCESSORY BUILDING LOCATION	NP
		ADU HEIGHT (MAX. FT.)	NP
		ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION		LOCATION	Rear or side yard, well-screened; private garages; structured parking
SIGN REGULATIONS		PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN		DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency
		SITE PLAN STANDARDS	Yes

D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

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IV. Development Typologies

Buildings in the Brice and Main District (BMD) and East Main Street District (MSD) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (MSD)
DETACHED SINGLE-FAMILY BUILDING		
ATTACHED SINGLE-FAMILY BUILDING	X	
DUPLEX BUILDING		
MULTI-UNIT BUILDING		X
MULTI-UNIT COMPLEX BUILDING	X	X
SMALL FLEX RETAIL BUILDING	X	X
MEDIUM FLEX RETAIL BUILDING	X	X
LARGE FLEX RETAIL BUILDING	X	
INSTITUTIONAL FLEX BUILDING		X
BED AND BREAKFAST BUILDING		
SCHOOL AND INSTITUTIONAL BUILDING		
COMMUNITY CENTER BUILDING		
OFFICE BUILDING	X	X
OFFICE-CORPORATE BUILDING		
RETAIL LARGE FORMAT BUILDING		
INDUSTRIAL BUILDING		
WAREHOUSE BUILDING		
PRIMARY SCHOOL BUILDING		
COMMUNITY ACTIVITY CENTER BUILDING		
EVENT CENTER BUILDING		

DISTRICTS AND ZONES

V. Transit Supportive Development

- A. Enable bus stops, pullouts, shelters, and appropriate road geometry.
- B. Retail, office, institutional buildings provide convenient access to transit:
 - (1) Walkways connecting streets to buildings
 - (2) Within ½ mile of transit stop: Bicycle facilities, including bicycle racks and areas for storing scooters
 - (3) At major transit stops:
 - i. Buildings located within 20 feet or provide pedestrian plaza
 - ii. Reasonably direct connection to buildings
 - iii. Accessibility for disabled persons
 - iv. Easement or dedication for shelter if transit provider requests
 - v. Lighting
 - vi. Accommodations for seating or leaning
 - vii. Bicycle facilities, including bicycle racks and areas for storing scooters

VI. Exceptions and Reductions in Parking Standards

- A. There is no minimum number of required automobile parking spaces for uses within Brice and Main Street and East Main Street Insight Zones. The applicant may propose a parking standard that is different than the standard under 1105.01 Off-Street Parking and Loading for review and action by the Zoning Administrator.
 - (1) Site has a bus stop with frequent transit service located adjacent to it, and the site's frontage is improved with a bus stop waiting shelter, consistent

with the standards of the applicable transit service provider: Allow up to a 20 percent reduction to the standard number of automobile parking spaces;

- (2) Site has dedicated parking spaces for carpool or vanpool vehicles: Allow up to a 10 percent reduction to the standard number of automobile parking spaces;
- (3) Site has dedicated parking spaces for motorcycles, scooters, or electric carts;
- (4) Site has more than the minimum number of required bicycle parking spaces: Allow up to a 5 percent reduction to the number of automobile parking spaces.

VII. Lot Coverage Bonus

- A. The Zoning Administrator, subject to review, may approve increases to the lot coverage standards as follows:

- (1) Lot coverage may increase by up to one-half square foot for every one square foot of proposed automobile parking area to be contained in a parking structure, either above or below leasable ground floor space (e.g., residential, commercial, or civic use), not to exceed a 20 percent increase in allowable coverage.
- (2) Lot coverage may increase by up to one-half a square foot for every one square foot of proposed parking area paving that uses a City-approved porous or permeable paving material (i.e., allowing stormwater infiltration).
- (3) Lot coverage may increase by up to one-half a square foot for every one square foot of City-approved water quality treatment area (e.g., vegetative swale or bio-filtration) to be provided on the subject site.
- (4) In approving increases in lot coverage

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- under subsections i-iii of this section, the City may require additional landscape buffering or screening, above that which is required by other provisions of this code, and may impose reasonable conditions of approval to ensure the ongoing maintenance of parking areas and surface water management facilities.
- (5) Notwithstanding the lot coverage increases authorized by this section, all other development standards of this chapter, and other applicable provisions of this Code, must be met.

VIII. Building Height Transition

To provide for compatible scale and height relationships between new multi-story buildings and existing single-story dwellings, new buildings shall maintain a building height transition to adjacent single-story building(s), as follows:

- A. This standard applies to new and vertically expanded buildings and structures (in any zone) within 40 feet (as measured horizontally) of an existing single-story building with a height of 20 feet or less; and
- B. The building height transition standard is met where the new or vertically expanded building or structure meets the following criteria:
- (1) The existing single-story dwelling is located within 40 feet of, and on the same side of the street as, the proposed structure.
 - (2) The height of the proposed structure is not more than 120 percent of the height of the subject single-story dwelling.
 - (3) Where the proposed structure is to be located between two existing single-story dwellings, the height of the proposed structure shall not exceed 120 percent of the average maximum height

of both adjacent dwellings. For example, where the two adjacent dwellings have an average maximum height of 24 feet, the new or vertically expanded structure shall not exceed 28.8 feet in height.]

- C. Exception: The building height transition standard does not apply when the approval body finds that the subject single-story buildings located within 40 of the subject site are redevelopable. "Redevelopable," for the purposes of this section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from the [name] County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the minimum lot size standards of the applicable zone.]

VIV. Architectural Standards (To be Completed)

A. Purpose

The purpose of this section is to:

- (1) protect and enhance the Olde Reynoldsburg Center District's (ORD-C) unique aesthetic character
- (2) support high quality streets and public spaces
- (3) encourage architecture that blends harmoniously with the natural surroundings and neighboring development
- (4) safeguard property values and long-term economic assets
- (5) carefully preserve the character the District's historic character while permitting appropriate growth.

B. Intent

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The standards and guidelines in this section are not meant to stifle innovative design or creativity. Instead, they are intended to serve as the minimum standards and guidelines necessary to ensure that new development and redevelopment meets the purposes described above.

C. General Standards

- (1) **Size, Mass and Scale:** The scale of buildings and accessory structures (including canopies) shall be appropriate to the scale of structures located in the neighboring context.
- (2) **Proportions of Bays and Openings:** All building bays, including porches, colonnades and porticos as appropriate, shall be square or vertical in proportion, unless the design merits a horizontally-proportioned opening. Wall openings, with the exception of transoms and storefronts, shall be square or vertical in proportion. The facade of a proposed building should draw upon the proportion and number of bays in surrounding buildings, as defined by windows, doors, and column spacing, to establish a compatible scale.
- (3) **Building Materials:** Building wall materials shall be combined on each facade only horizontally, unless the building is broken vertically by a change of plane, or a vertical architectural element. Heavier materials, such as masonry and stucco, shall be located below lighter materials, such as cement fiber or wood siding.
- (4) **Roof Forms:** Where pitched roofs exist, primary roofs shall have a minimum slope of 4:12, while ancillary roof slopes may be no less than 2:12.
- (5) **Garages and Accessory Structures:** Attached garages, detached garages, and other accessory structures shall be subordinate in height, footprint, and proportion to the primary structure on the site, and shall be compatible with the principal structure in terms of roof form, materials, and color. Where a garage contains an accessory dwelling unit above, it may exceed the height of the primary structure.
- (6) **Trash, Mechanical, Utility and Service Equipment and Areas**
 - i. Loading docks, service areas, and trash disposal facilities (e.g., trash and recycling receptacles, compactors, dumpsters) shall be hidden or screened from view of streets, parks, squares, or significant pedestrian spaces. Loading areas may be oriented toward adjoining developed properties that are zoned for nonresidential uses, if such loading areas are screened from view.
 - ii. Mechanical equipment, such as ventilation systems, commercial exhaust fans, rooftop terminations, commercial cooling equipment, heating and air conditioning units, TV antennas, and satellite dishes, shall be hidden or screened from view. Lattice, open brick enclosures, or vegetation can be used to conceal mechanical equipment. Screening material shall be properly maintained. If vegetation is used for screening, the mature size of the vegetation shall be considered so that equipment air flow will not be compromised.
- (7) **Colors:** Buildings and additional site elements — e.g., bollards, arbors, drive-thru canopies, sign posts — shall not be painted in a color or pattern that expresses corporate identify, to the

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extent that the paint color or pattern is not consistent with the design standards of the district. Fluorescent colors, such as ASHTO safety yellow, are also prohibited except where required by a public agency.

D. Specific Standards

(1) Building Materials and Details:

- i. Building walls shall be finished in 1 or more (but not more than 3) of the following materials
 - (a) Wood
 - (b) Fiber cement board siding, smooth finish
 - (c) Concrete masonry units with stucco (CBS)
 - (d) Reinforced concrete with stucco
 - (e) Brick
 - (f) Corrugated metal, which may be approved by the Zoning Administrator based on the surrounding context and location on the site
 - (g) Other materials as approved by the Zoning Administrator, based on visual compatibility with listed approved materials
- ii. Visible foundation walls and chimneys shall be finished in one of the following materials:
 - (a) Brick
 - (b) Stucco
- iii. Columns may be constructed of the following materials:
 - (a) Wood
 - (b) Wood or fiber cement clad,
 - (c) Cast iron
 - (d) Concrete with smooth stucco finish
 - (e) Cast stone with smooth finish
 - (f) Brick
 - (g) Perma-cast or other synthetic materials as approved by the Zoning Administrator, based on visual compatibility with listed approved materials
- iv. Railings and balustrades may be constructed of the following materials:
 - (a) Painted wood
 - (b) Wrought iron
 - (c) Aluminum, PVC or other synthetic material as approved by the Zoning Administrator, based on visual compatibility with listed approved materials
- v. Doors shall be made of wood, metal, glass, or fiberglass
- vi. Roofs with visible pitches shall be constructed of the following materials:
 - (a) 25-year architectural dimension shingles

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- (b) Tile (clay, cement, natural or manufactured stone)
 - (c) Nonreflective pre-finished metal
 - (d) Slate
 - (e) Reflective metal such as copper
 - (f) Other similar metals as approved by the Zoning Administrator
- vii. The following materials are prohibited:
 - (a) Exposed concrete masonry units
 - (b) Vinyl Siding
 - (c) Plastic shutters
 - (d) Metal panels
 - (e) Day-glo, luminescent, iridescent, neon or similar types of color finishes
 - (f) Mirrored glass with a reflectivity of 20% or more
 - (g) Roofing
 - 1) Plastic or PVC roof tile
 - 2) Nontraditional colors such as orange or purple
- (2) Roof Forms
 - i. Permitted roof types include gabled, hipped, shed, barrel vaulted, flat, mono-pitch, and domed. Applied and partial (less than 3 sides) mansard roofs are not typically permitted but may be permitted at the discretion of the Zoning Administrator based on compatibility with the surrounding context, size, mass and scale of the structure.
 - ii. Shed, flat, and mono-pitch roofs shall be concealed with parapets along the street frontage, except on porches, balconies, or building extensions.
 - iii. Downspouts and gutters should be galvanized steel, aluminum, or copper and shall match in materials and finish.
 - iv. Roof penetrations shall be hidden or painted to match the color of the roof.
 - v. Skylights must be flat to the pitch of the roof. They shall not be located on any sloped roof facing the primary frontage
- (3) Windows and Doors
 - i. Any commercial or mixed-use building elevation facing a street, waterway, or public space shall include a minimum of 40% of transparent fenestration (windows and doors) on the ground floor and 20% on upper floors. Apartment Houses shall conform to these requirements as much as possible, however the minimum percentage of transparent fenestration on the ground floor may be adjusted at the discretion of the Zoning Administrator. It shall not be reduced to lower than 30%.
 - ii. Proportion and Details
 - (a) Windows shall not be flush with exterior wall treatments. Windows shall be provided with an architectural surround at the jambs and header, and a projecting sill.
 - (b) Window openings may be grouped horizontally, but trim between windows shall be

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at least 3.5 inches wide. This does not apply to storefront windows

- (c) Facades should have several window sizes with smaller ones above. This is particularly important when buildings rise more than 2 stories.
 - (d) Thin mullions or muntins shall be required on windows larger than 2 feet in any direction, except for shopfronts. The depth of the mullion shall not be less than the width.
- (4) Architectural Details
- i. Shutters: Shutters shall be sized and placed so as to equal the width that would be required to cover the window opening. Operable shutters are preferred.
 - ii. Column Bays: Columns and piers shall be spaced no farther apart than they are tall. Column bays shall be of equal and precise proportions.

DISTRICTS AND ZONES

SECTION 1103.17 SUBURBAN RESIDENTIAL ZONE (SR)

I. Purpose and Intent

A. The Suburban Residential (SR) Zone is intended to regulate all land in the city platted for medium-scale suburban single-unit residential development. The existing development pattern in the SR Zone is traditional single-family residential subdivisions with single-unit residential structures. The desired development pattern in the SR Zone is to accommodate multiple forms of single-family development, including attached single-family dwellings. New development in the SR Zone should also promote pedestrian connectivity and the retention of open space as an amenity. Where possible, new residential development should be connected to trail systems and within a half-mile walk from parks or significant open space.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	- Community Facility - Park - Community Facility - Trail - Dwelling - Attached Single-Family - Dwelling - Detached Single-family - Dwelling - Two-family - Library
CONDITIONAL USES:	- Cemetery - Child Day Care - Center - Child Day Care - In Home* - Community Facility - Activity Center - Community Facility - Outdoor Recreation - Community Facility - Public Health Safety - Dwelling - Assisted - Dwelling - Group - Dwelling - Developmental Disability - Golf Course - Private Club - Religious Assembly - School - Primary - School - Secondary - Studio - Art - Studio - Gymnastics/martial arts - Visual Arts Center

* Subject to In Home Business

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III. Development Standards

The Suburban Residential Zone includes the traditional suburban single-family detached and attached typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Rear yard, 5 feet from any lot line; 10 feet from the house
	ADU HEIGHT (MAX. FT.)	24
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	15
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; no front yard parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only
DESIGN	DESIGN STANDARDS	Single-family building types; Natural materials or Hardie Plank on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW		

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IV. Development Typologies

Buildings in the Suburban Residential Zone (SR) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	SUBURBAN RESIDENTIAL ZONE (SR)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	X
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

DISTRICTS AND ZONES

SECTION 1103.19

RESIDENTIAL MEDIUM ZONE (RM)

I. Purpose and Intent

A. The purpose of the Residential Medium (RM) Zone is to complement single-family residential development through the introduction of a more diverse range of housing options, including two-family buildings, townhomes, row houses, and apartments. Future development in the RM Zones should be well integrated with surrounding uses while allowing for more compact development to accommodate growth.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	- Community Facility - Activity Center - Community Facility - Outdoor Recreation - Community Facility - Park - Community Facility - Public Health Safety - Community Facility - Trail - Dwelling - Attached Single-Family - Dwelling - Detached Single-family - Dwelling - Group - Dwelling - Multi-Unit Building - Dwelling - Multi-Unit Building Complex - Dwelling - Two-family - Dwelling - Developmental Disability - Library - Dwelling - Nursing - School - Primary - School - Secondary - Tiny House
CONDITIONAL USES:	- Child Day Care - In Home - Dwelling - Assisted - Overnight Lodging - Bed and Breakfast - School/College/University

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III. Development Standards

The Residential Medium Zone includes the traditional suburban single-family detached, attached, two-family, rowhouse, and apartment building typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Same as primary
	ADU HEIGHT (MAX. FT.)	NA
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	35
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; rear yard
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only; monument sign for each frontage
DESIGN	DESIGN STANDARDS	Single-unit attached and detached building types; Natural materials of Hardie Panel on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

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IV. Development Typologies

Buildings in the Residential Medium Zone (RM) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	RESIDENTIAL MEDIUM ZONE (RM)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	X
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	X
COMMUNITY CENTER BUILDING	X
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

DISTRICTS AND ZONES

SECTION 1103.21

MIXED-USE MEDIUM ZONE (MMU)

I. Purpose and Intent

A. The Mixed-Use Medium (MMU) Zones are situated along the city's major auto-oriented corridors, including East Main Street and Brice Road. The existing development pattern along these corridors is primarily single-story, single-purpose, low-density commercial and retail. The desired development pattern in these zones is neighborhood-scale, mixed-use development, including small commercial and office uses as well as residential units. New development in these zones should also incorporate public spaces, such as pocket parks to help define the character of the street and surrounding areas. Where applicable infill development is encouraged to fill vacant lots and enhance the built environment within the zone.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Antique Shop • Auction Facility • Beverage - Brewing and Distilling • Beverage Sales - Liquor and Beer Sit Down/Bar Establishment • Beverage Sales - Liquor Store • Boarding/Kennel • Bakery - Retail • Child Day Care - Center • Clothing Services - Dry Cleaning with drive thru • Clothing Services - Dry Cleaning without drive thru • Clothing Services - Tailor • Community Facility - Activity Center • Community Facility - Trail • Dwelling - Developmental Disability • Event Center - Private Events and Conferences • Event Center - Public Meetings and Conventions • Financial Services and Banking - with drive thru • Financial Services and Banking - without drive thru • Food Sales - Farm Market • Food Sales - Small Format Grocery • Food Service - Commissary/Bakery • Food Service - Deli • Food Service - Fast Casual Restaurant • Food Service - Full Service Restaurant • Food Service - Quick Serve/Fast Food Without Drive thru • Gallery - Art • Garden Center - Indoor and Outdoor • Health and Wellness - Clinic • Health and Wellness - Fitness • Facility/Gym • Health and Wellness - Massage • Health and Wellness - Physical • Therapy • Library • Live Theater • Manufacturing - Artisan • Medical - Clinic • Medical - Office • Medical - Outpatient and Urgent Care • Medical - Psychiatric Facility - Standalone • Movie Theater • Museum

REYNOLDSBURG ZONING CODE

DISTRICT USES (CONT.)	
PERMITTED USES:	• Office - Professional Services • Overnight Lodging - Bed and Breakfast • Overnight Lodging - Boutique Hotel • Overnight Lodging - Limited Service • Personal Care and Beauty Services • Religious Assembly • Retail - Convenience with gasoline • Retail - Convenience without gasoline • Retail - Medium Format • Retail - Pharmacy • Retail - Shopping Center - Enclosed • Retail - Small Format • Studio - Art • Studio - Gymnastics/martial arts • Veterinary • Visual Arts Center
CONDITIONAL USES:	• Adult Day Care • Child Day Care - In Home • Community Facility - Public Health Safety • Food Service - Processing • Food Service - Production • Food Service - Quick Serve/Fast Food With Drive Thru • School - College/University

DISTRICTS AND ZONES

III Development Standards

The Mixed-Use Medium Zone includes small flex buildings, multi-unit, and multi-unit complex typologies with on-street parking and off-street parking in a parking lot.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	160
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	160
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	0
	FRONT YARD SETBACK (MAX. FT.)	20
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	5
	SIDE YARD SETBACK (MAX. FT.)	10 from lot line; 20 between buildings
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	40
	REAR YARD SETBACK (MIN. FT.)	40 abutting single-unit residences; 30 between buildings
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	35
	BUILDING HEIGHT (MAX. FT.)	45
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	80%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	30%
	OPEN SPACE (MAX.)	50%

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ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Rear or side yard, well-screened; private garages; structured parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two fo the following: Awning, Monument, Projecting, Wall
DESIGN	DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

DISTRICTS AND ZONES

IV. Development Typologies

Buildings in the Mixed-Use Medium Zone (MMU) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	MIXED-USE MEDIUM ZONE (MMU)
DETACHED SINGLE-FAMILY BUILDING	
ATTACHED SINGLE-FAMILY BUILDING	
DUPLEX BUILDING	
MULTI-UNIT BUILDING	X
MULTI-UNIT COMPLEX BUILDING	X
SMALL FLEX RETAIL BUILDING	X
MEDIUM FLEX RETAIL BUILDING	X
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

REYNOLDSBURG ZONING CODE

SECTION 1109.23

COMMUNITY COMMERCIAL ZONE (CC)

I. Purpose and Intent

A. The Community Commercial (CC) Zone is intended to promote development patterns and businesses that are consistent with larger retail and office-users, including companies with a workforce residing throughout the region that is seeking the convenience of access from heavily-traveled corridors. Existing development in the CC Zone is comprised of traditional large lot retail development with surface parking. Future development patterns in the CC Zone should accommodate changes in retail and transportation, including smaller lots and smaller format retail uses.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Adult Day Care • Antique Shop • Bakery - Retail • Boarding/Kennel • Child Day Care - Center • Child Day Care - In Home • Clothing Services - Dry Cleaning with drive thru • Clothing Services - Dry Cleaning without drive thru • Clothing Services - Tailor • Community Facility - Park • Community Facility - Trail • Dwelling - Attached Single-Family • Dwelling - Detached Single-family • Dwelling - Group • Dwelling - Multi-Unit Building • Dwelling - Two-family • Dwelling - Developmental Disability • Financial Services and Banking - with drive thru • Financial Services and Banking - without drive thru • Food Sales - Farm Market • Food Sales - Small Format Grocery • Food Service - Deli • Food Service - Fast Casual Restaurant • Food Service - Full Service Restaurant • Food Service - Quick Serve/Fast Food Without Drive Thru • Gallery - Art • Health and Wellness - Clinic • Health and Wellness - Fitness Facility/Gym • Health and Wellness - Massage • Health and Wellness - Physical Therapy • Library • Manufacturing - Artisan • Medical - Clinic • Medical - Office • Office - Professional Services • Overnight Lodging - Bed and Breakfast • Overnight Lodging - Boutique Hotel • Personal Care and Beauty Services • Private Club

DISTRICTS AND ZONES

DISTRICT USES (CONT.)	
PERMITTED USES:	• Retail - Medium Format • Retail - Pharmacy • Retail - Shopping Center - Outdoor • Retail - Small Format • School - Secondary • School - Primary • Shelter • Studio - Art • Studio - Gymnastics/martial arts • Veterinary
CONDITIONAL USES:	• Auction Facility • Beverage Sales - Liquor and Beer Sit Down/Bar Establishment • Beverage Sales - Liquor Store • Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Public Health Safety • Dwelling - Assisted • Dwelling - Multi-Unit Building Complex • Dwelling - Nursing • Event Center - Private Events and Conferences • Event Center - Public Meetings and Conventions • Live Theater • Movie Theater • Museum • Religious Assembly • Retail - Convenience with gasoline • Retail - Convenience without gasoline • Visual Arts Center

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III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	80
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	10
	FRONT YARD SETBACK (MAX. FT.)	20
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	10
	SIDE YARD SETBACK (MAX. FT.)	20
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	40
	REAR YARD SETBACK (MIN. FT.)	20
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	45
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	70%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Rear or side yard, well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Hanging, Wall, Projecting
DESIGN	DESIGN STANDARDS	Small to Medium Commercial Building Types; Natural Materials or Hardie Panel on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

REYNOLDSBURG ZONING CODE

IV. Development Typologies

Buildings in the Community Commercial Zone (CC) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	COMMUNITY COMMERCIAL ZONE (CC)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	X
MEDIUM FLEX RETAIL BUILDING	X
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	X
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

DISTRICTS AND ZONES

SECTION 1103.25

INNOVATION ZONE (I)

I. Purpose and Intent

A. Innovation Zone (I) incorporate a mix of industrial and office uses that will help to create economic centers that will serve Reynoldsburg and surrounding communities. The existing development pattern in the Innovation Zones is traditional industrial and warehouse development. The desired development pattern includes the construction of signature industrial/flex buildings to facilitate access to I-70 and I-270. New construction should be well-designed and site plans should incorporate attractive landscaping, streetscape elements and signage. Pedestrian crossing should be incorporated throughout the zone.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Adult Oriented Businesses • Air Transportation Services • Air Transportation Services - Heliport • Amusement Arcades • Antique Shop • Auction Facility • Beverage - Brewing and Distilling • Beverage - Distribution • Beverage - Non-Alcoholic Production • Boarding/Kennel • Child Day Care - Center • Clothing Services - Dry Cleaning with drive thru • Clothing Services - Dry Cleaning without drive thru • Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Park • Community Facility - Public Health Safety • Community Facility - Trail • Equipment Repair - Heavy • Equipment Repair - Light • Event Center - Private Events and Conferences • Event Center - Public Meetings and Conventions • Food Service - Commissary/Bakery • Food Service - Processing • Food Service - Production • Forestry • Garden Center - Indoor and Outdoor • Health and Wellness - Fitness Facility/Gym • Indoor Enterprise • Library • Manufacturing - Artisan • Manufacturing - Heavy • Medical - Outpatient and Urgent Care • Medical - Psychiatric Facility - Standalone • Office - Corporate • Office - Data Processing/Call Center • Outdoor Enterprise

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DISTRICT USES (CONT.)	
PERMITTED USES:	• Plant Cultivation • Printing and Publishing • Private Club • Religious Assembly • Research Facility/Laboratory • School - Trade • Shelter • Shooting Range - Indoor Only • Storage - Contractor • Storage - Commercial Gases • Storage - Self-Store • Storage - Vehicular and Boat • Studio - Art • Studio - Gymnastics/martial arts • Tattoo/Piercing Establishment • Vehicle Care Services - Washes • Vehicular Care Services - Major • Vehicular Care Services - Minor • Vehicular Repair - Heavy • Vehicular Repair - Light • Vehicular Sales - Automobiles • Vehicular Sales - Motorcycles • Vehicular Sales - Boats • Vehicular Sales - Recreational Vehicles • Veterinary • Warehouse - Large Format • Warehouse - Small Format
CONDITIONAL USES:	• Community Facility - Detention and Corrections • Community Facility - Government Administration and Courts • Dwelling - Developmental Disability • Dwelling - Group • Dwelling - Multi-Unit Building • Dwelling - Multi-Unit Building Complex • Junk storage and sales • Mineral Extraction/Processing • Outdoor Processing - Agriculture • Outdoor Processing - Composting • Outdoor Processing - Concrete and Asphalt • Power Generation Facility • Power Substation Facility

DISTRICTS AND ZONES

III. Development Standards

The Innovation Zone includes office, industrial, and warehouse typologies with on-street and off-street parking.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	200
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	150
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	10
	FRONT YARD SETBACK (MAX. FT.)	20
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	20
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	40
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	40
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	35
	BUILDING HEIGHT (MAX. FT.)	75
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	70%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	NA
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

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ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Side or Rear Yards
	ADU HEIGHT (MAX. FT.)	NA
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	35
PARKING LOCATION	LOCATION	Front or side yards, well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Any two: Wall; Monument, Awning
DESIGN	DESIGN STANDARDS	Natural materials on front facade
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

DISTRICTS AND ZONES

IV. Development Typologies

Buildings in the Innovation Zone (I) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	INNOVATION ZONES (I)
DETACHED SINGLE-FAMILY BUILDING	
ATTACHED SINGLE-FAMILY BUILDING	
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	X
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	X
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	X
WAREHOUSE BUILDING	X
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

REYNOLDSBURG ZONING CODE

SECTION 1103.27**OPEN SPACE/SCHOOLS ZONE (OS)****I. Purpose and Intent**

A. The purpose of the Open Space/Schools (OS) Zone is to promote the health and well-being of the city's residents. Desired forms of development and open space preservation in these zones includes golf courses, ball fields, playgrounds, natural passive areas, and neighborhood pocket parks. Trails originating in these zones should serve as gateways to the city's key destinations, including Olde Reynoldsburg and other entertainment and dining epicenters. Institutional uses such as schools are also encouraged in these zones and will help to promote the growth and development of the city's school age population by providing access to adjacent open space opportunities.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Camping • Community Facility - Activity Center • Community Facility - Government Administration and Courts • Community Facility - Outdoor Recreation • Community Facility - Park • Community Facility - Public Health Safety • Community Facility - Trail • Cultural • Event Center - Public Meetings and Conventions • Forestry • Golf Course • Health and Wellness - Fitness Facility/Gym • Library • Museum • Overnight Lodging - Resort • Plant Cultivation • Religious Assembly • School - College/University • School - Primary • School - Secondary • School - Trade • Visual Arts Center
CONDITIONAL USES:	• Event Center - Private Events and Conferences • Forestry • Garden Center - Indoor and Outdoor • Overnight Lodging - Resort

DISTRICTS AND ZONES

III. Development Standards

The Open Space/Schools Zone includes primary schools and community activity center typologies with off-street parking.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	NA
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	NA
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	NA
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20 feet from any residential structure
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30 feet from any residential structure
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	NA
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	NA
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	NA
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

REYNOLDSBURG ZONING CODE

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NA
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Any yard, well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Any two: Wall; Monument, Awning
DESIGN	DESIGN STANDARDS	Single-family building types; Natural materials or Hardie Plank on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

DISTRICTS AND ZONES

IV. Development Typologies

Buildings in the Open Space/Schools Zone (OS) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	OPEN SPACE/SCHOOLS ZONE (OS)
DETACHED SINGLE-FAMILY BUILDING	
ATTACHED SINGLE-FAMILY BUILDING	
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	X
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	X
COMMUNITY ACTIVITY CENTER BUILDING	X
EVENT CENTER BUILDING	X

REYNOLDSBURG ZONING CODE

SECTION 1103.29 INNOVATION/CONSERVATION DEVELOPMENT ZONE (CD)

I. Purpose and Intent

A. The Innovation/Conservation Development (CD) Zone is intended to preserve farmland, natural features and open space to the east of the city that may be incorporated into the city's boundaries in the future. The desired development pattern in this zone is a clustered development pattern that promotes passive spaces while introducing varied housing types including single-family detached housing. Both greenspace and residential development should be connected through bicycle and pedestrian trails.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Cemetery • Child Day Care - In Home • Dwelling - Detached Single-family • Dwelling - Group • Dwelling - Developmental Disability • Forestry • Golf Course • Overnight Lodging - Bed and Breakfast • Plant Cultivation • Private Club
CONDITIONAL USES:	• Community Facility - Public Health Safety • Library • Mortuary • Overnight Lodging - Resort • Religious Assembly • School - Primary • School - Secondary

DISTRICTS AND ZONES

III. Development Standards

The Innovation/Conservation Development Zone includes single-family detached typologies with off-street parking in driveways.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	60
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	4
	DENSITY (MAX. UNITS PER ACRE)	6
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	25
	FRONT YARD SETBACK (MAX. FT.)	40
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	20
	SIDE YARD SETBACK (MAX. FT.)	40
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	40
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	80
	REAR YARD SETBACK (MIN. FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	NA
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	NA
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

REYNOLDSBURG ZONING CODE

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Side or Rear Yard - no closer to the front lot line than 10 feet behind front building line
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage
SIGN REGULATIONS	PERMITTED SIGN TYPES	Monument (multi-unit building only)
DESIGN	DESIGN STANDARDS	Natural materials on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

DISTRICTS AND ZONES

IV. Development Typologies

Buildings in the Innovation/Conservation Development Zone (CD) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	CONSERVATION DEVELOPMENT ZONE (CD)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

REYNOLDSBURG ZONING CODE

SECTION 1103.31 INNOVATION/OPEN HYBRID ZONE (IC)

I. Purpose and Intent

A. The Innovation /Open Hybrid Zone Zone IC) is intended to preserve natural features and open space to the east of the city that may be incorporated into the city's boundaries in the future. The desired development pattern in this zone is a clustered development pattern that promotes passive spaces while introducing varied residential and non-residential building types. Both greenspace and site development should be connected through bicycle and pedestrian trails with innovative uses that are developed to preserve open space.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Clothing Services - Tailor • Community Facility - Activity Center • Community Facility - Public Health Safety • Community Facility - Trail • Dwelling - Attached Single-Family • Dwelling - Detached Single-family • Equipment Repair - Light • Event Center - Private Events and Conferences • Event Center - Public Meetings and Conventions • Garden Center - Indoor and Outdoor • Indoor Enterprise • Library • Manufacturing - Artisan • Medical - Outpatient and Urgent Care • Medical - Psychiatric Facility - Standalone • Mortuary • Office - Corporate • Office - Data Processing/Call Center • Personal Care and Beauty Services • Plant Cultivation • Printing and Publishing • Religious Assembly • Research Facility/Laboratory • Shelter • Studio - Art • Studio - Gymnastics/martial arts • Veterinary • Warehouse - Large Format • Warehouse - Small Format

DISTRICTS AND ZONES

DISTRICT USES (CONT.-)	
CONDITIONAL USES:	• Air Transportation Services • Air Transportation Services - Heliport • Community Facility - Detention and Corrections • Community Facility - Government Administration and Courts • Community Facility - Outdoor Recreation • Community Facility - Park • Dwelling - Multi-Unit Building • Dwelling - Nursing • Equipment Repair - Heavy • Financial Services and Banking - with drive thru • Financial Services and Banking - without drive thru • Health and Wellness - Fitness Facility/Gym • Manufacturing - Heavy • Power Substation Facility • School - Primary • School - Secondary • School - Trade • Shooting Range - Indoor Only • Storage - Commercial Gases • Storage - Contractor • Storage - Self-Store • Storage - Vehicular and Boat • Vehicle Care Services - Washes • Vehicular Care Services - Minor • Vehicular Care Services - Major • Vehicular Repair - Heavy • Vehicular Repair - Light • Vehicular Sales - Automobiles • Vehicular Sales - Boats • Vehicular Sales - Motorcycles • Vehicular Sales - Recreational Vehicles

REYNOLDSBURG ZONING CODE

III. Development Standards

The Innovation /Open Hybrid Zone includes single-family detached and attached typologies with on-street parking and off -street parking in driveways, and parking lots .

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	60
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	30
	FRONT YARD SETBACK (MAX. FT.)	40
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	20
	SIDE YARD SETBACK (MAX. FT.)	40
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	40
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	80
	REAR YARD SETBACK (MIN. FT.)	40
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	75
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	NA
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	NA
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	30%
	OPEN SPACE (MAX.)	50%

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Side or Rear Yards
SIGN REGULATIONS	PERMITTED SIGN TYPES	Any two of the following: wall, monument
DESIGN	DESIGN STANDARDS	Natural materials on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

REYNOLDSBURG ZONING CODE

IV. Development Typologies

Buildings in the Innovation /Open Hybrid Zone shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	CONSERVATION HYBRID ZONE (IC)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	X
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	X
EVENT CENTER BUILDING	X

DISTRICTS AND ZONES

III. Development Typologies

BUILDING TYPOLOGIES	OLDE REYNOLDSBURG CENTER DISTRICT	OLDE REYNOLDSBURG NEIGHBORHOOD DISTRICT	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (MSD)	SUBURBAN RESIDENTIAL ZONE	UNIVERSITY DISTRICT
DETACHED SINGLE-FAMILY BUILDING	X	X			X	
ATTACHED SINGLE-FAMILY BUILDING		X	X		X	
DUPLEX BUILDING		X				
MULTI-UNIT BUILDING		X		X		
MULTI-UNIT COMPLEX			X	X		
SMALL FLEX RETAIL BUILDING	X	X	X	X		
MEDIUM FLEX RETAIL BUILDING	X		X	X		
LARGE FLEX RETAIL BUILDING	X		X			
INSTITUTIONAL FLEX BUILDING		X		X	X	
BED AND BREAKFAST BUILDING	X					
SCHOOL AND INSTITUTIONAL BUILDING	X					
COMMUNITY CENTER BUILDING	X	X				
OFFICE BUILDING			X	X		
OFFICE-CORPORATE BUILDING						
RETAIL LARGE FORMAT BUILDING						
INDUSTRIAL BUILDING						
WAREHOUSE BUILDING						
PRIMARY SCHOOL BUILDING						
COMMUNITY ACTIVITY CENTER BUILDING	X					
EVENT CENTER BUILDING						

Attachment: Draft Reynoldsburg Zoning Code_PC Copy_2019_1108 (Reynoldsburg Zoning Code Update 2019)

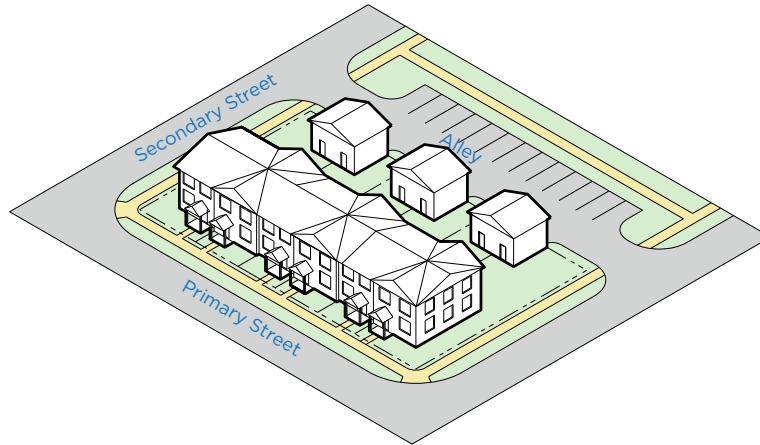
REYNOLDSBURG ZONING CODE

RESIDENTIAL MEDIUM ZONE (RM)	MIXED-USE MEDIUM ZONE (MMU)	COMMUNITY COMMERCIAL ZONE (CC)	INNOVATION ZONE (I)	OPEN SPACE/ SCHOOLS ZONE (OS)	CONSERVATION DEVELOPMENT ZONE (CD)	CONSERVATION HYBRID ZONE (IC)
X		X			X	X
X		X			X	X
X	X					
	X					
	X	X				
	X	X				
X				X		
X			X			
			X			
		X				
			X			
			X			X
				X		
				X		X
				X		X

DISTRICTS AND ZONES

SECTION 1103.33 ATTACHED SINGLE-FAMILY BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

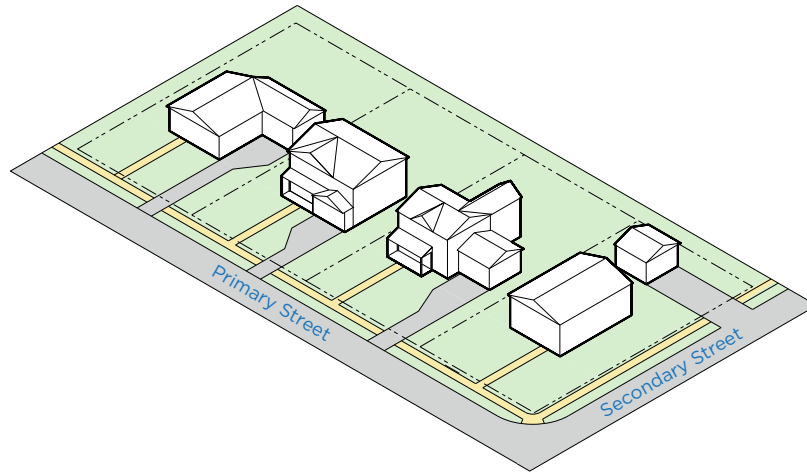
A structure with common walls on either side and no units below or above. Garage access is typically from a rear alley or shared parking area. A small side or rear yard is provided for each unit as private open space.



Image: Attached Single-Family Building

SECTION 1103.35 DETACHED SINGLE-FAMILY BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A small detached structure with small side and street setbacks. Garage access is typically from the street, but garages are clearly subordinate to the principal structure.

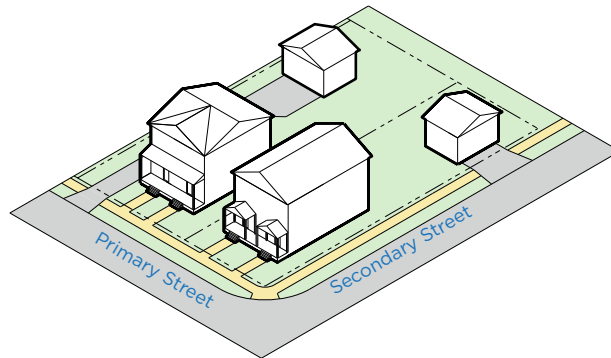


Image: Detached Single-Family Building

DISTRICTS AND ZONES

SECTION 1103.37 DUPLEX BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A detached structure with two units that is massed as a single structure. Setbacks can range from small to large and units are typically side-by-side, but may be stacked.

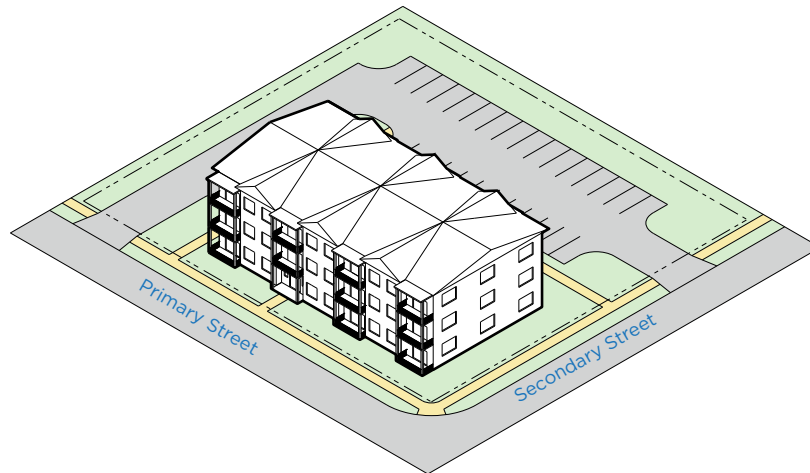


Image: Duplex Building



SECTION 1103.39 MULTI-UNIT BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building with multiple residential units with that front on an interior corridor and have their main access from the primary street. Units can be next to each other (side-by-side units), or stacked on top of each other (top and bottom units).



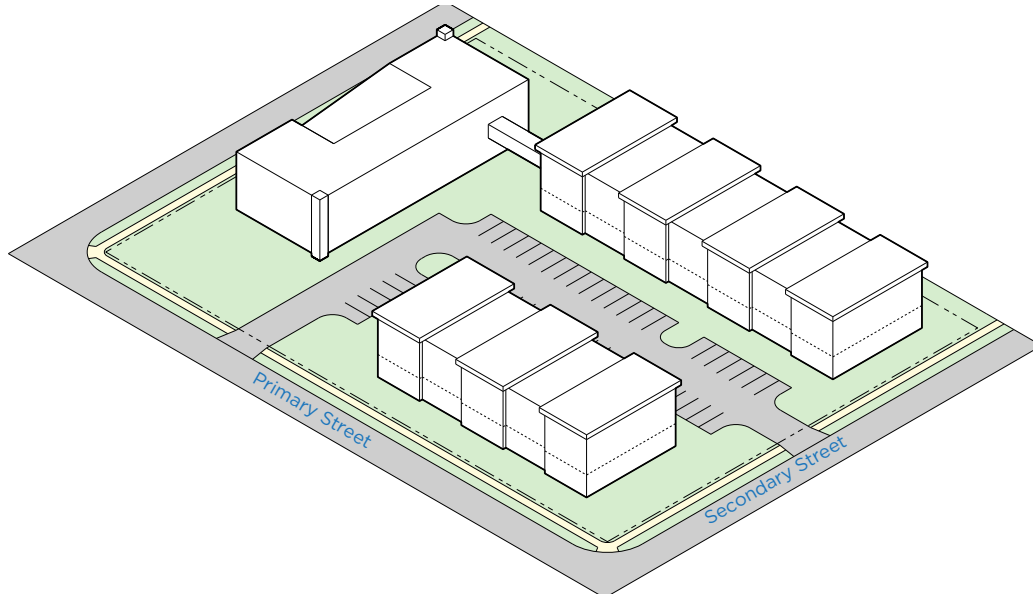
Image: Multi-Unit Building



DISTRICTS AND ZONES

SECTION 1103.41 MULTI-UNIT COMPLEX

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A collection of multi-unit buildings on adjoining pieces of land, generally owned by one entity. The buildings often share common grounds and amenities, such as pools, parking areas, and a community clubhouse, used as leasing offices for the community.

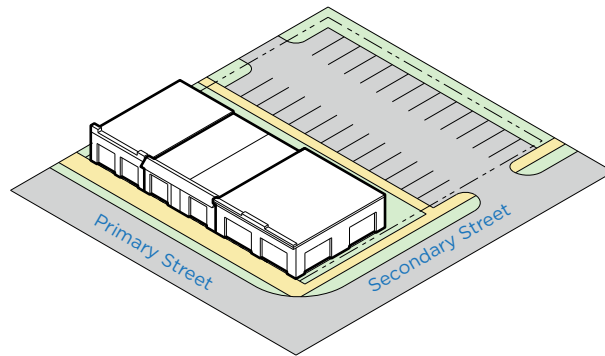


Image: Multi-Unit Complex Building



SECTION 1103.43 SMALL FLEX RETAIL BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

Consists of attached or detached structures ranging from one to three stories. Structures can include single or mixed uses. Parking is located in the rear or side of the building and typically accessed from a rear alley when possible.

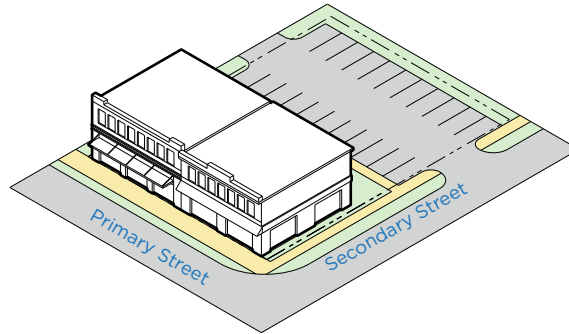


Image: Small Flex Retail Building

DISTRICTS AND ZONES

SECTION 1103.45 MEDIUM FLEX RETAIL BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

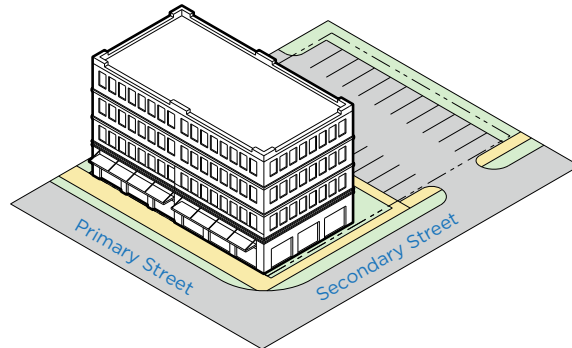
Consists of attached or detached structures ranging from one to three stories. Structures can include single or mixed uses. Parking is located in the rear or side of the building and typically accessed from a rear alley when possible.



Image: Medium Flex Retail Building

SECTION 1103.47 LARGE FLEX RETAIL BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

Consists of attached or detached structures that can include single or mixed-uses. Parking is located in the rear of the building and, where possible, accessed from a rear alley.

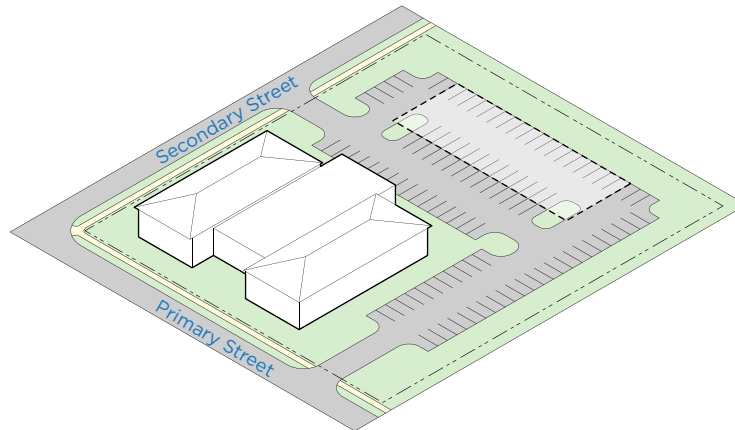


Image: Large Flex Retail Building

DISTRICTS AND ZONES

SECTION 1103.49 INSTITUTIONAL FLEX BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building that can house uses of an institutional nature (i.e. government building, library, post office, etc.) with parking on the same lot and the main access from the primary

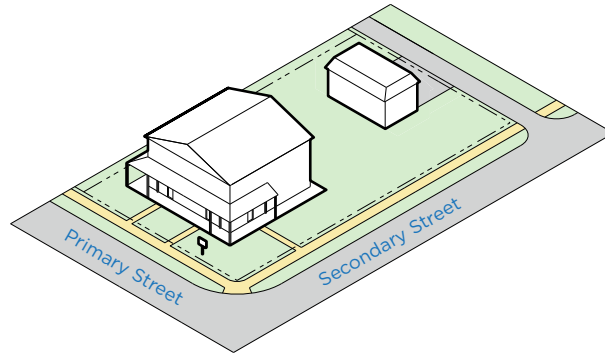


Image: Institutional Flex Building



SECTION 1103.51 BED AND BREAKFAST BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A residential structure providing limited overnight lodging and meals for guests.



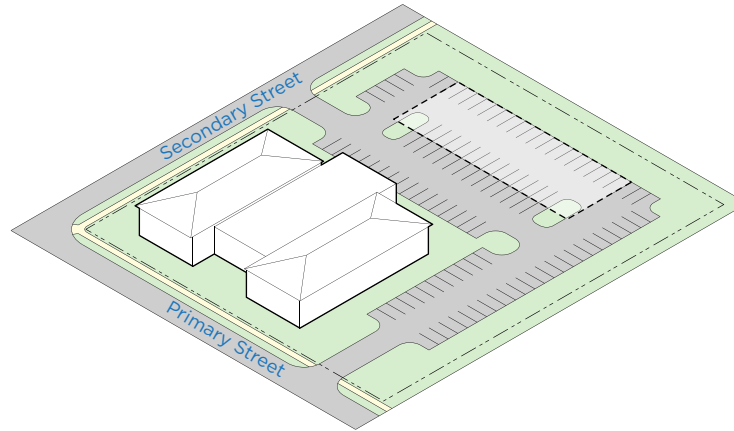
Image: Bed and Breakfast Building



DISTRICTS AND ZONES

SECTION 1103.53 SCHOOL AND INSTITUTIONAL BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

An institution or place for instruction or education, such as kindergarten; elementary, middle, or junior high school, and high school.

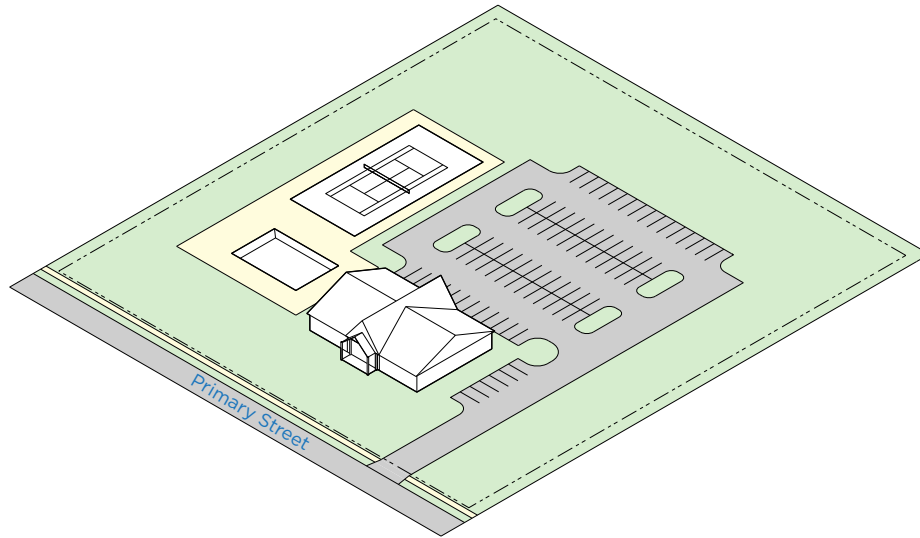


Image: School and Institutional Building



SECTION 1103.55 COMMUNITY CENTER BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

Usually a public building where members of a community tend to gather for group activities, social support, public information, and other purposes. It can be open for the whole community or specialized groups (e.g. senior center) and can include both indoor and outdoor recreational facilities.



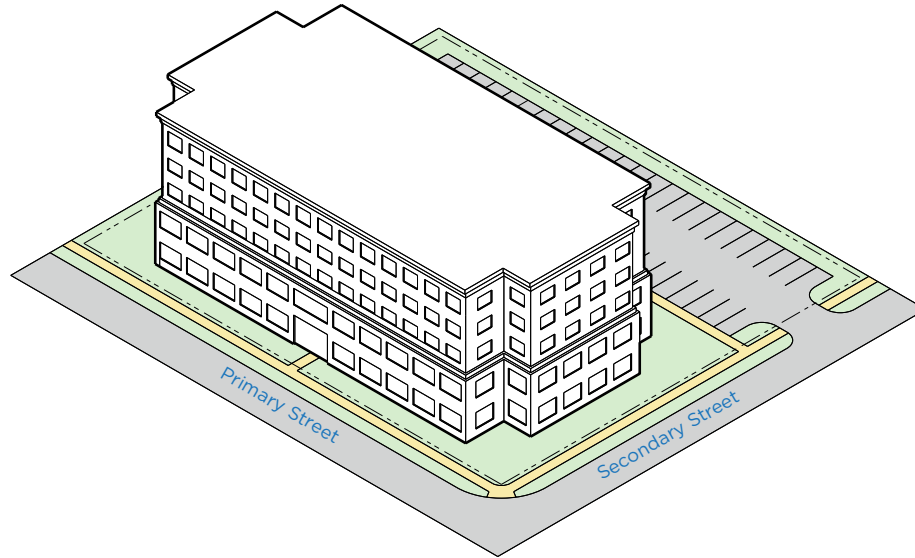
Image: Community Center Building



DISTRICTS AND ZONES

SECTION 1103.57 OFFICE BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building used primarily for conducting the affairs of multiple business, professional, service, industry, government, or like activity, which may include ancillary services for office workers with parking typically found on the same lot and the main access form the primary street.

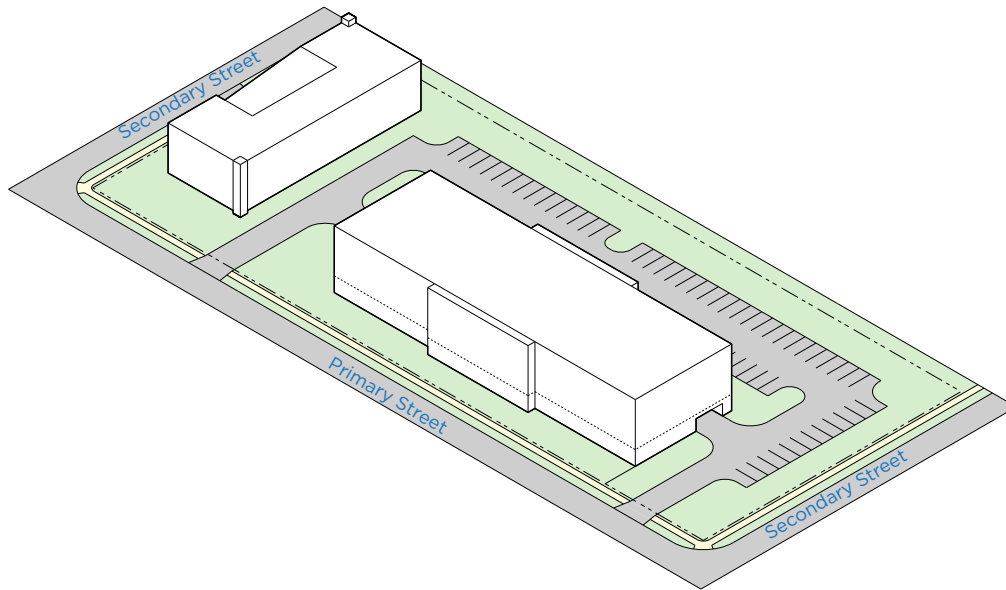


Image: Office Building



SECTION 1103.59 OFFICE-CORPORATE BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building used primarily for conducting the affairs of a single business, professional, service, industry, government, or like activity, which may include ancillary services for office workers with parking typically found on the same lot and the main access from the primary street.



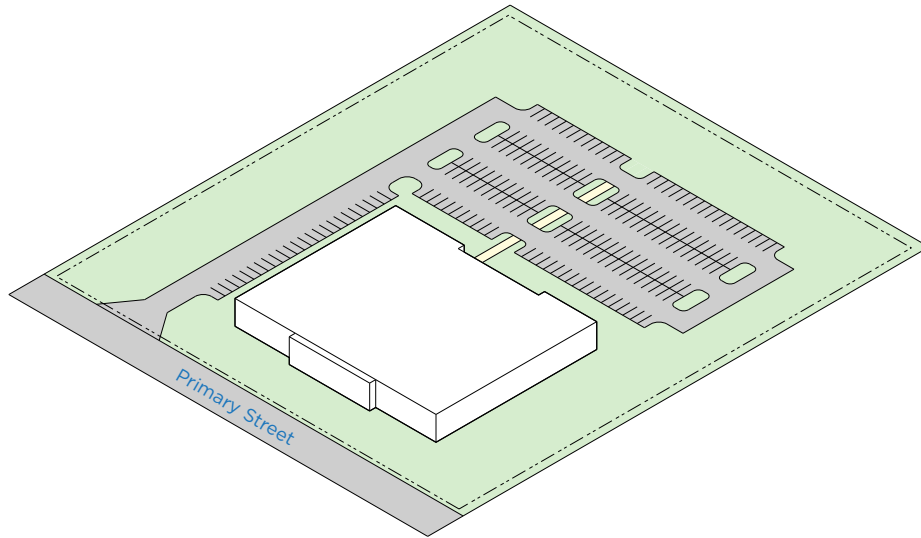
Image: Office-Corporate Building



DISTRICTS AND ZONES

SECTION 1103.61 RETAIL LARGE FORMAT BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A single-use, typically large single-story commercial building primarily accessed by automobile with parking on the same lot with a combination of parking in the front, side, or rear yards.

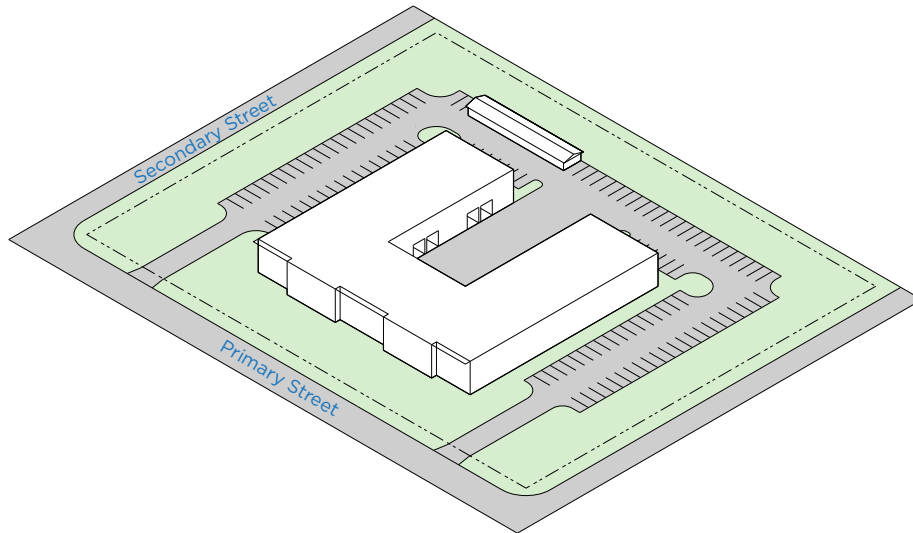


Image: Retail Large Format Building



SECTION 1103.63 INDUSTRIAL BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building that houses manufacturing activity that uses moderate amounts of partially processed materials to produce items of relatively high value per unit weight. Facilities for loading and unloading are typically located in the side or rear yard with employee and visitor parking in the rear yard.



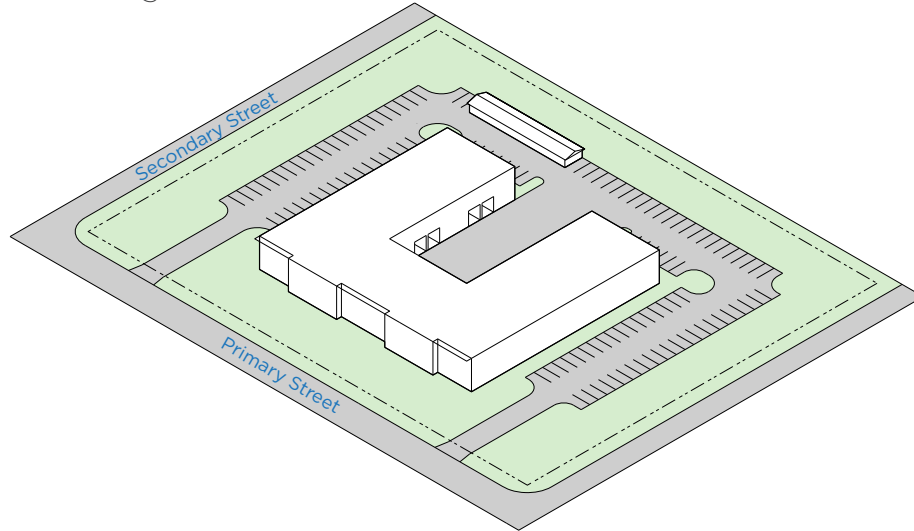
Image: Industrial Building



DISTRICTS AND ZONES

SECTION 1103.65 WAREHOUSE BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building for storing goods with facilities for loading and unloading that are typically located in the side or rear yard with employee and visitor parking in the rear yard.

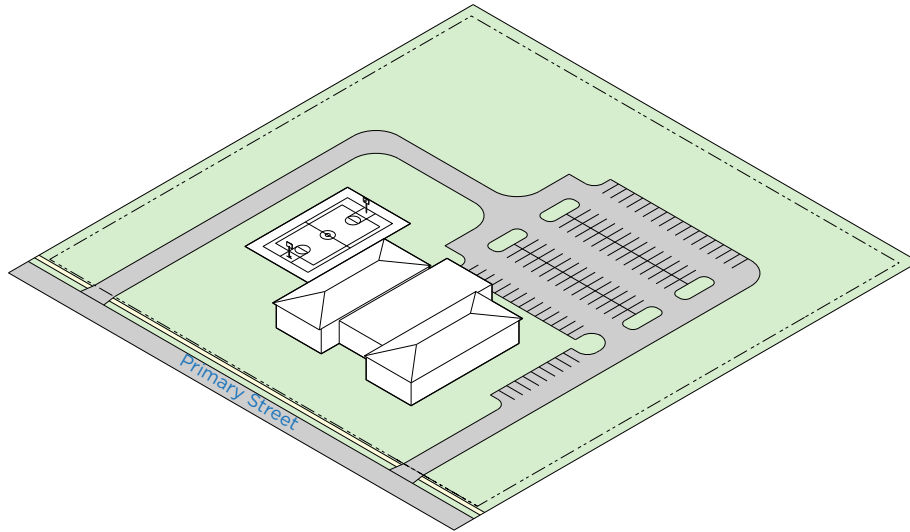


Image: Warehouse Building



SECTION 1103.67 PRIMARY SCHOOL BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building designed to provide learning spaces and learning environments for the teaching of students from about four to eleven years old under the direction of teachers. The building has limited parking for staff and includes both outdoor and indoor recreational activity.



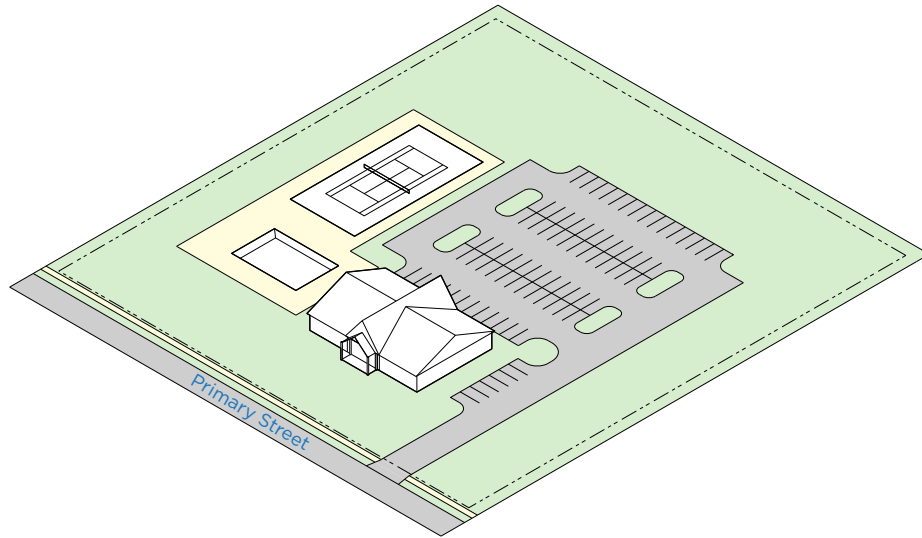
Image: Primary School Building



DISTRICTS AND ZONES

SECTION 1103.69 COMMUNITY ACTIVITY CENTER BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

Usually a public building housing space for indoor recreational activity as well as exterior space for sports and recreation.

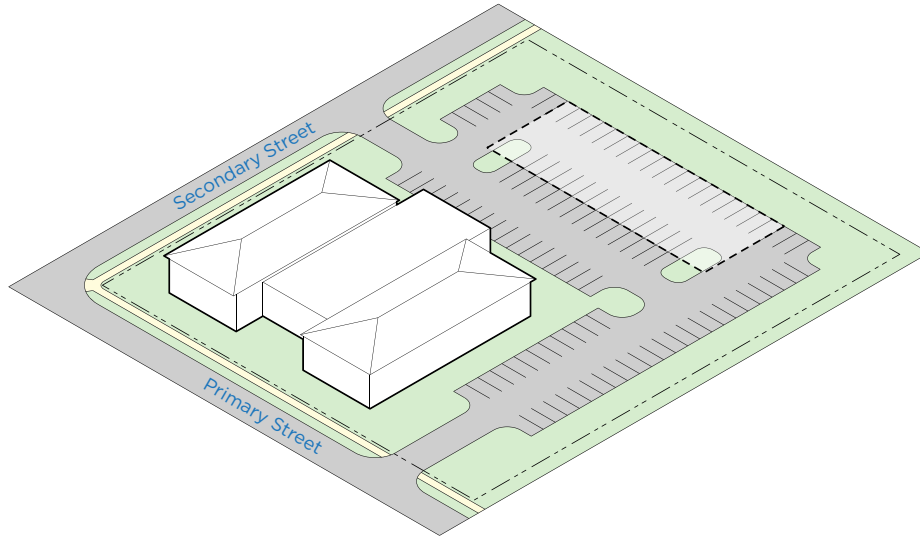


Image: Community Activity Center Building



SECTION 1103.71 EVENT CENTER BUILDING

A. Typical Lot Configuration



Note: image is illustrative, not regulatory.

B. Description

A building designed to house special events, including weddings, private parties, and receptions.



Image: Event Center Building



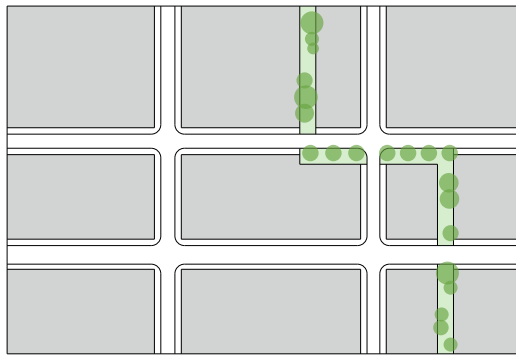
DISTRICTS AND ZONES

SECTION 1103.73 OPEN SPACE TYPOLOGIES

The following Open Space Typologies cover land that is intended to be undeveloped within the Olde Reynoldsburg District (ORD Center and ORD Neighborhood), consistent with the goals of the Comprehensive Plan.

GREENWAY AND TRAIL

A. Typical Lot Configuration

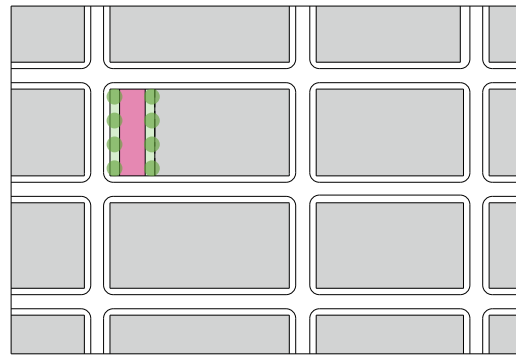


B. Description

Greenways are primarily linear open spaces that connect other types of open spaces as part of a larger open space system. They typically include a path or trail as a primary feature. The greenway and trail open space is most effective when connecting to another open space type.

PLAZA

A. Typical Lot Configuration



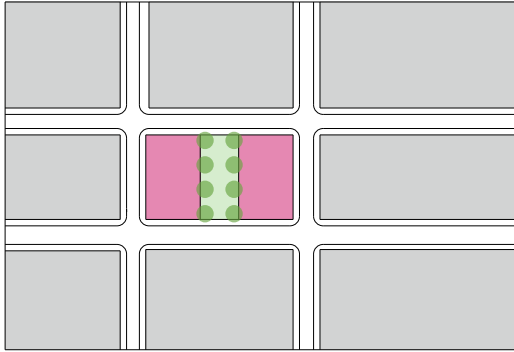
B. Description

Plazas are spaces available for civic purposes and commercial activities intended to add to the vibrancy of streets and neighborhoods. Building frontages typically define the edges of these spaces. The landscape consists of primarily hardscape. If trees are included, they are formally arranged and of appropriate scale to the space.

REYNOLDSBURG ZONING CODE

SQUARE

A. Typical Lot Configuration

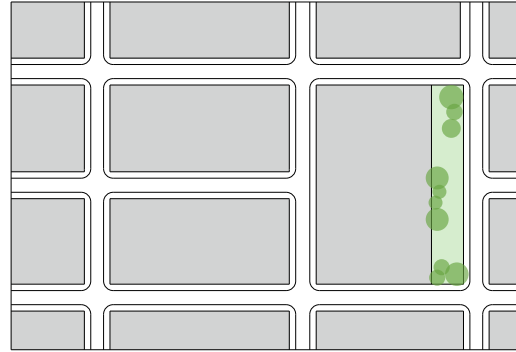


B. Description

Squares are medium scale formal open spaces designed to serve as gathering spaces in prominent commercial, civic and mixed-use settings. Squares are typically rectilinear and framed on all sides by streets. They are typically designed with a combination of both hardscape and landscape areas and contain amenities including, but not limited to benches and seating areas, planting areas, walking paths, gazebos or pavilions, fountains, and public art.

GREEN

A. Typical Lot Configuration



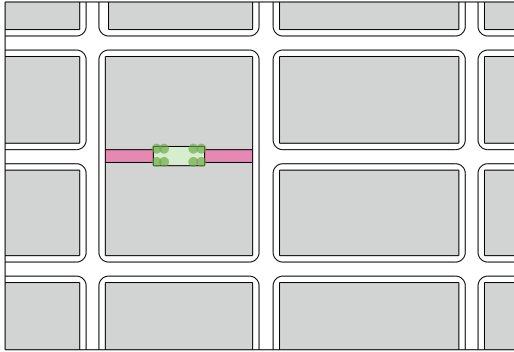
B. Description

Greens are medium-scale, informal open spaces designed to provide for active or passive recreation in neighborhood settings, including some landscape areas and is generally for those who live within walking distance.

DISTRICTS AND ZONES

PASSAGE

A. Typical Lot Configuration



B. Description

A passage is an informal or formal gathering space that serves equally as a pedestrian connector between other gathering places or between streetscapes. Passages are near the middle of a block, providing easy walking access through the block. A passage provides additional frontage opportunities for the shops and/or houses along its edges.

PARK

A. Typical Lot Configuration



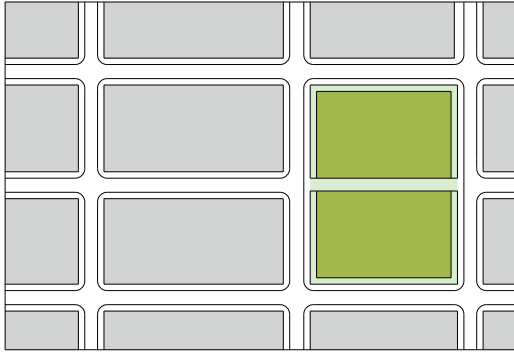
B. Description

Parks are larger-scale, typically informal open spaces designed to provide a variety of active and passive recreational opportunities to the general public. Parks may include natural areas. These open spaces may have a variety of forms, with edges defined by streets, neighborhoods, or natural features. Landscaping may be required as deemed appropriate by the Review Authority.

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SPORT FIELD

A. Typical Lot Configuration

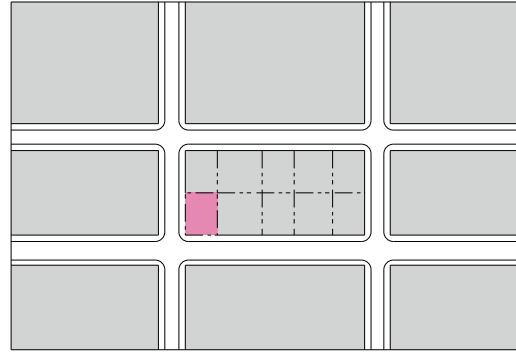


B. Description

A Sports Field typology is a space or series of open spaces designed for sports activities. Sports fields often accommodate several individual sports games at the same time and may feature a concession area and seating for spectators. Due to the larger amounts of people attracted to this type, sports fields are located to maintain compatibility with adjacent neighborhoods. Landscaping may be required as deemed appropriate by the Review Authority.

POCKET PLAZA

A. Typical Lot Configuration



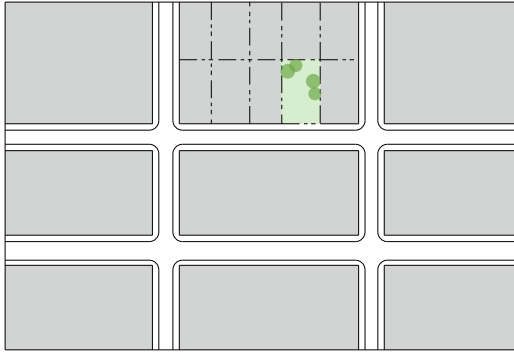
B. Description

Pocket plazas are small-scale, primarily hardscaped open spaces designed to provide opportunities for impromptu gathering and resting areas for passersby and for those who live or work in adjacent buildings or nearby destinations. Pocket plazas are typically designed as an extension from the public sidewalk, but clearly delineated as a separate space using features including, but not limited to landscaping and/or seating walls. Pocket Plazas are typically located along highly trafficked streets and in commercial areas with frequent pedestrian activity.

DISTRICTS AND ZONES

POCKET PARK

A. Typical Lot Configuration

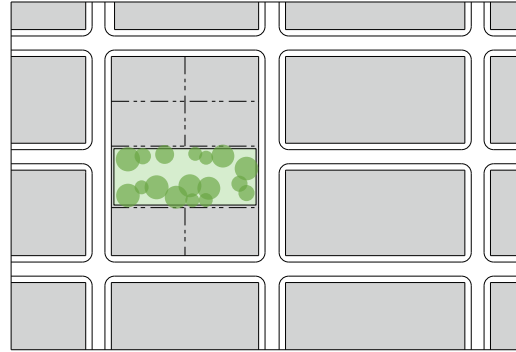


B. Description

Pocket parks are small-scale, primarily landscaped open spaces designed to provide opportunities for neighborhood gathering and typically passive recreation, generally for those who live within walking distance. Pocket parks are typically located in residential neighborhood settings. Landscaping may be required as deemed appropriate by the Review Authority.

NATURE

A. Typical Lot Configuration



B. Description

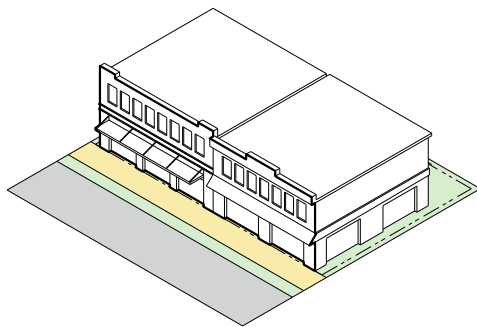
Areas that are to remain undeveloped and that generate their physical character through their natural topography, trees, and plants. This open space type is preserved from any development.

SECTION 1103.75 FRONTAGE TYPOLOGIES

The following Frontage Typologies cover the area between the building façade and the front lot line or right-of-way and intended to ensure projects that establish or reinforce the appropriate frontage character within Olde Reynoldsburg District (ORD Center and ORD Neighborhood), consistent with the goals of the Comprehensive Plan.

SHOPFRONT

A. Typical Lot Configuration



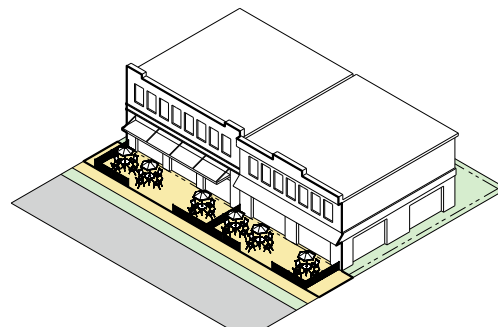
TO BE REPLACED

B. Description

The shopfront is a traditional ground floor frontage treatment designed for active commercial uses (typically retail and dining) and a high degree of pedestrian activity between the public sidewalk and commercial spaces. A shopfront treatment includes one or more commercial tenant storefronts consisting of large windows and a direct tenant entrance from the sidewalk, typically at sidewalk grade. Storefront characteristics typically include prominent entrances, primarily composed of glass, and tenant signage. If not located in a zero lot line condition (immediately behind the sidewalk), the intervening front setback may be paved as an extension of the sidewalk streetscape to the building façade. All or portions of the setback may be designated for use as outdoor seating or dining/bar space. The setback may also include landscaping, either at grade with the sidewalk along the building foundation, or in raised beds or planters.

PATIO

A. Typical Lot Configuration



TO BE REPLACED

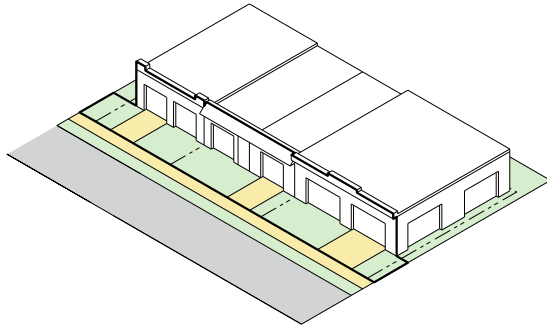
B. Description

The patio frontage is used primarily to provide outdoor seating associated with ground floor dining uses within a building. The patio is a hardscaped area that may be located to the front or side of a building between the building and sidewalk.

DISTRICTS AND ZONES

YARD

A. Typical Lot Configuration

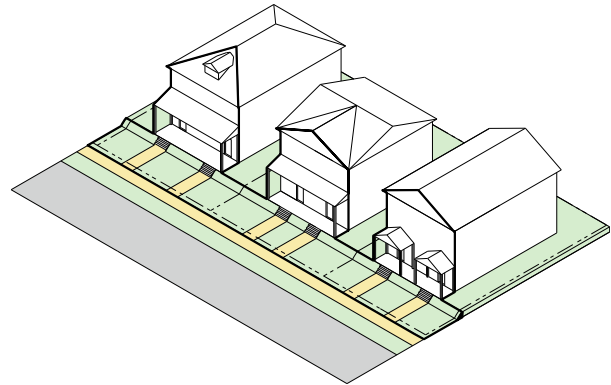


B. Description

The yard is a typical landscape setback which may consist of open lawn, landscape beds, or some combination of the two. It may contain hardscape elements as a secondary feature and may be edged by a low fence or masonry wall. Yards are typically at the same or similar grade as the adjacent sidewalk and include a front walk connecting the public sidewalk to the main entrance of a building (see Raised Yard as a variation). This is the common frontage treatment for houses and other neighborhood-scale residential buildings, and is typically combined with other a porch or stoop building frontage. A yard may also be used for flex building types designed for any combination of uses.

RAISED YARD

A. Typical Lot Configuration



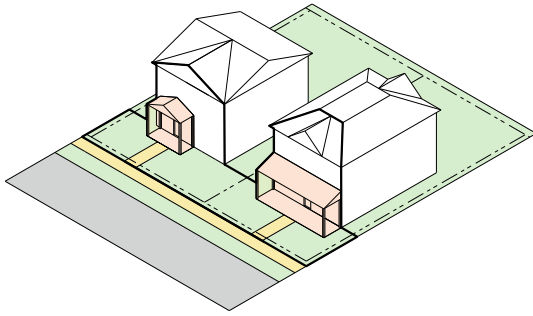
B. Description

The Raised Yard Frontage Type is a variation of the front yard. It generally represents an historic residential lot character in which the front yard is elevated above the sidewalk, often in a sloped condition and sometimes with a masonry retaining wall (often composed of dry-laid limestone) at the sidewalk edge, or some combination of the two. The raised yard is often a continuous frontage condition for multiple adjacent lots. Front walks connecting the public sidewalk to the main building entrance are typically terraced with a set of steps at or near the public sidewalk and a second set of steps at the building façade, often at a front porch or stoop (see Porch and Stoop Frontage Types). The raised yard differs from the Terrace Frontage type in that buildings are typically set back farther from the street and the yard primarily consists of turf lawn or landscaping.

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PORCH

A. Typical Lot Configuration

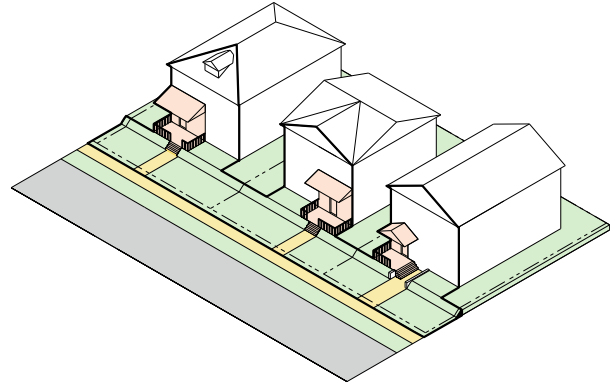


B. Description

Common frontage type for residential building types. Porches should be an extension of the internal living space.

STOOP

A. Typical Lot Configuration



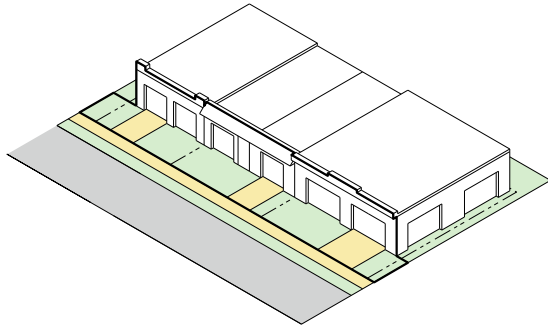
B. Description

Entry landing for buildings that have elevated first floors to secure privacy for first floor windows. Stoops may have perimeter railings and walls. Stoops can be covered or uncovered and can be located anywhere along the building face.

DISTRICTS AND ZONES

TERRACE

A. Typical Lot Configuration

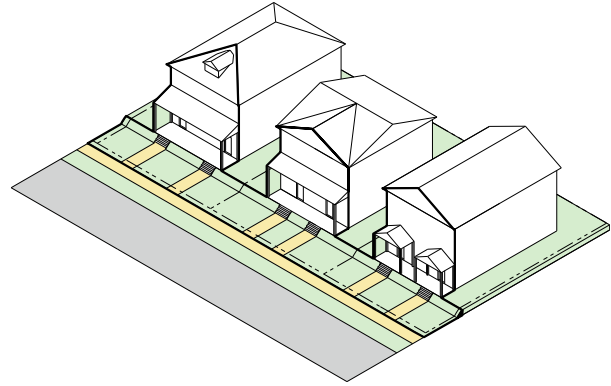


B. Description

In the Terrace Frontage Type, the main facade is at or near the property line with an elevated terrace providing public circulation along the facade. This Type can be used to provide at-grade access while accommodating a grade change and is frequently used together with a shopfront. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. A terrace treatment differs from the Raised Yard Frontage type in that the building is typically located closer to the sidewalk and the terraced setback is architecturally integrated with the building façade, consisting of more hardscape materials. Raised planters may be incorporated as part of a terrace frontage.

FORECOURT

A. Typical Lot Configuration



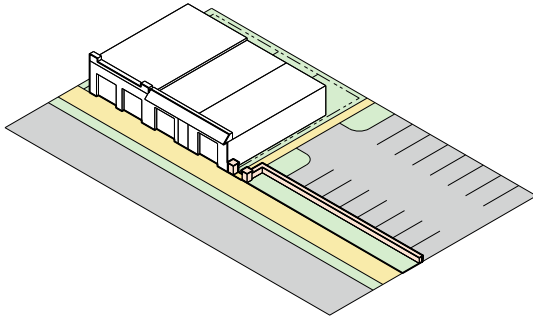
B. Description

The forecourt frontage treatment allows for a portion of a building façade to be set farther back from the street, creating a courtyard condition with street frontage. A forecourt condition may also be created through the composition of three separate buildings, oriented with the central building setback farther from the others. A forecourt may include open access to the public sidewalk with one or more entrances into the building, or may be fenced and elevated as a semi-private space, partially visible from the public realm. The forecourt area typically includes a combination of landscape and hardscape treatments, and may include outdoor amenities and seating areas associated with the building(s).

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STREETWALL

A. Typical Lot Configuration



B. Description

The streetwall frontage is used to create a continuous and defined edge along parking lots where located in close proximity to a street and sidewalk. Streetwalls are typically low (at or below waist height of a passing pedestrian) and may be composed entirely of masonry, a combination of decorative metal fencing with masonry columns, raised planters, a landscape hedge treatment, or some combination of these. Masonry street walls are typically designed to coordinate with the principal building architecture and often are physically connected to the building façade. Street walls may be interrupted with a pedestrian walk connection to the public sidewalk. For new projects or redevelopment, street walls are intended for use along any portion of lot frontage in which side or rear parking is located adjacent to or near the public sidewalk, but are secondary to other frontage types associated with the principal building and should not dominate the entire lot frontage. Streetwalls are also an effective design approach to improve existing auto-oriented sites for which all or substantial portions of a primary frontage consist of parking.

1105

COMMON REGULATIONS

Common Regulations

SECTION 1105.01 OFF-STREET PARKING AND LOADING

- A. Applicability.** Except as otherwise provided herein, these regulations shall apply under the following circumstances:
- i. The construction of a new building or structure;
 - ii. The substantial expansion of an existing building or structure;
 - iii. A change in the existing use to be conducted upon land or in a building or structure; and
 - iv. Whenever a building or use is changed in floor area, number of employees, number of dwelling units, seating capacity, or in a manner which otherwise creates a need for an increase in the number of parking or loading spaces, such spaces shall be provided for the entire increased use in conformance with the requirements of this article.
- B. Parking Requirements in Olde Reynoldsburg Center District (ORD-C), Brice and Main District (BMD) and East Main District (MSD).** Notwithstanding anything to the contrary contained herein, the parking requirements for any use conducted in the ORD-C, BMD, or MSD shall be determined based upon the applicable regulations set forth under Chapter 1103 hereof.
- C. Supplemental Parking Regulations in Residential Districts.** The provision of parking space, either open or enclosed, for the parking or storage of vehicles in a residential zoning district for residential uses shall be subject to the following:
- i. **Commercial Vehicles.** Trucks having dual tires on one (1) or more axles, or having more than two (2) axles, designed for the transportation of cargo and including tractor-trucks, trailers, and semi-trailers, shall not be permitted on a lot or parked on a street or alley in a residential area.
 - ii. **Parking of Recreational Equipment.** The parking of recreational equipment and vehicles, including but not limited to travel trailers, motor homes, pickup campers, folding tent trailers, boats or boat trailers, and other similar recreational equipment and vehicles, semi-trailers, travel trailers, or other trailers or motor homes shall not be permitted on any street within the City, other than for the purpose of loading or unloading such equipment or vehicle. When located

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on property in a residential district for the purpose of loading or unloading, travel trailers, motor homes, boats or boat trailers, and other similar recreational vehicles shall not exceed a loading or unloading time of 72 consecutive hours. Such recreational equipment shall not be stored in any residential district unless located within an enclosed structure or, if stored outside, unless all of the following requirements are satisfied:

1. Such recreational equipment and vehicles shall be stored behind the building line and not within a required side yard or within ten (10) feet of the rear property line.
2. Not more than one (1) item of recreational equipment shall be permitted to be stored outside on any property used for a residential purpose. All recreational vehicles must be registered and licensed (if applicable) to the resident of the property on which the items are parked or stored. For the purposes of this chapter, a boat stored on a boat trailer shall be deemed one (1) piece of recreational equipment.
3. All recreational equipment stored outside shall be screened from view from all contiguous dwellings and public rights-of-way by suitable screening that is otherwise in compliance with the applicable regulations for the underlying district, as determined by the Planning and Zoning Administrator.
4. Under no circumstances shall any recreational vehicle or equipment be occupied or used for living, sleeping, housekeeping, storage or business purposes.

D. Conversion of Use. No parking or loading space (including a residential garage) which is required by this Zoning Code shall be removed or converted to another use unless the parking or loading requirement is satisfied by the existence or construction of an additional parking or loading space conforming to this Zoning Code.

E. Required Parking and Loading Spaces

- i. **Required Parking Spaces.** Except as otherwise provided herein, the number of off-street parking spaces provided for a use shall not be less than set forth in the table identified as “Table 1105.01A: Required Parking Spaces.” The number of parking and loading spaces required for a use shall be as determined by the Planning and Zoning Administrator in conformance with the provisions of this Zoning Code.
- ii. **Requirements for Unlisted Use.** For a use for which off-street parking requirements have not been specifically stated in this Zoning Code, parking and loading facilities shall be provided as determined by the Board to be sufficient for the parking and loading needs of the proposed use and structures, giving consideration to the following criteria:
 1. The number of off-street parking spaces required for a use listed in the table that is the most similar to the proposed use in terms of anticipated parking demand;
 2. The floor area of the proposed use;
 3. The anticipated number of employees and patrons; and
 4. Any evidence submitted regarding the parking demand for the same use on similar existing sites.

COMMON REGULATIONS

- iii. **Calculation for Certain Uses.** For uses for which required parking is based on number of dwelling units, floor area, seats, or beds, the number of required parking spaces shall be determined from drawings provided by the applicant and may be further confirmed by measurement of the actual built floor area. When calculation of required parking results in a fraction, then the fraction shall be rounded to the next higher whole number.
- iv. **Calculation for Mixed-Uses.** For properties having mixed or multiple uses, the number of required parking spaces shall be the sum of those required for the various uses computed separately, except as otherwise provided.

F. Parking and Loading Design Standards

- i. **Location.** A parking space required for a dwelling unit shall be provided on the same lot as the dwelling unit. A parking space required for a use other than a dwelling unit shall be located on the same lot as the use, except that some or all of such required spaces may be located on another lot within three hundred feet (300') of the use if authorized in the approval of the site plan. Parking or loading facilities shall not be permitted on the right-of-way of any publicly dedicated thoroughfare, except as provided by a public authority.
- ii. **Setbacks.** Off-street parking and loading facilities, with the exception of driveways leading from the public right-of-way to aisles or spaces, shall be located as follows:
 - 1. Required unenclosed parking spaces for Attached Single-Family, Detached Single-Family, Two-Family, and Multi-Unit Building Dwellings may be provided on paved areas within the front yard required for such structure. Parking shall not be permitted on unpaved areas;
 - 2. No part of any parking lot shall be located closer than five feet (5') to a public right-of-way;
 - 3. Parking may be located in the required front yard in any industrial district, but not closer than twenty feet (20') to a public right-of-way;
 - 4. In any commercial district, parking shall not be located in the area between the frontage and the front setback. The area between the frontage and the front setback shall be improved as a grass and or planting area. Ingress and/or egress through this planting area shall be restricted to a driveway or driveways not to exceed thirty feet (30') in width. Under no circumstances will service roads and or driveways parallel to the right of way be permitted. the grass and/or planting area and driveways are to be made a part of the plot- grade-utility plan and are to be approved by the Service Director and City Engineer.
- iii. **Screening.** Any parking lot which contains more than ten (10) parking spaces and which is located closer than fifty feet (50') to the lot line of any lot which is used for a dwelling, school, hospital, or other institution for human care shall be screened by a fence, wall, or hedge of acceptable design installed at each edge of the parking lot which faces the use noted above. Such fence, wall, or hedge shall be no less than four feet (4') nor more than six feet (6') in height and shall be maintained in good condition without any advertising thereon. The space between such fence, wall, or hedge and the lot line of the adjoining premises shall be landscaped with grass, hardy shrubs or evergreen ground cover and maintained in good condition.
- iv. **Access.** Adequate ingress and egress from the public right-of-way and within the lot shall be provided for all parking and loading spaces. Access for all parking and loading facilities (except those required for Attached Single-Family, Detached Single-Family and Two-Family dwellings) shall be designed to permit any vehicle entering or leaving the premises to be traveling in a

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forward motion. Driveways shall be located to minimize conflict with vehicular and pedestrian traffic in the public right-of-way. Driveways and service roads shall not be located parallel to the right-of-way. Driveways for non-residential uses shall not exceed thirty feet (30') in width at the right-of-way line nor more than thirty feet (30') at the curb cut line of the street unless otherwise approved by the individual or administrative body reviewing the site plan for the subject property.

- v. **ADA Requirements.** All parking facilities that require accessible parking spaces shall ensure that a portion of the total number of required parking spaces are specifically designated, located, and reserved for use by persons with physical disabilities, in accordance with the standards in the federal Americans with Disabilities Act (ADA). The following standards apply:
 1. The closest parking spaces to the main entrance shall be devoted to the required accessible parking spaces; and
 2. At least one accessible parking space shall be 12 feet (12') wide to accommodate an accessible van or paratransit.
- vi. **Minimum Aisle Width.** Minimum aisle width to access parking spaces shall be as follows:
 1. Minimum Aisle Width (feet)

ANGLE OF PARKING	ONE-WAY	TWO-WAY
Parallel	13 ft.	20 ft.
Up to 50 degrees	13 ft.	22 ft.
50 up to 80 degrees	17 ft.	22 ft.
80 degrees or more	N/A	22 ft.

vii. **Loading Spaces**

1. Every building or lot used for non-residential purposes which customarily receives or distributes materials or services by motor vehicles shall provide sufficient space for all loading and service purposes. A loading space shall be provided as an area exclusive of required parking spaces, driveways, and aisles. Access to loading spaces shall be designed to prevent interference with the public right-of-way.
2. At least one (1) loading space shall be provided for every building having a floor area of up to ten thousand (10,000) square feet and one (1) additional loading space shall be provided for each additional ten thousand (10,000) square feet, or major fraction thereof.
3. Each loading space shall have minimum dimensions of twelve feet (12') in width, fifteen feet (15') in height and forty-five feet (45') in length for tandem trailers, or thirty feet (30') feet in length for two-axle trucks.

viii. **Paving and Improvements**

1. All required parking and loading facilities shall be paved with a durable, dust-free surface such as asphalt or concrete.

COMMON REGULATIONS

2. Parking facilities shall be designed to direct surface water into an adequate storm drainage system. Drainage of surface water onto adjacent properties, walkways, or public streets is prohibited.
 3. Paint lines shall be installed and maintained to mark the locations of all parking and loading spaces. Wheel blocks shall be installed for all parking spaces which abut unpaved areas of a lot.
- ix. Lighting.** Lighting may be installed and arranged as to direct the light away from adjoining properties and public rights-of-way.
- G. Maintenance of Parking Lots Required.** All paved areas shall be maintained free of holes, litter, trash, and other debris. Within thirty (30) days of the date on which a non-residential use of a lot is terminated, the owner shall install a barricade at all points of vehicular access in a manner approved by the Planning and Zoning Administrator.
- H. Reserved Parking Lot.** In conjunction with the site and design review plan, the applicable reviewing individual or administrative body may approve, upon request of the applicant and review of the site plan, construction of fewer parking spaces than required by Table 1105.01A for a proposed use and site development. In making such determination, the reviewing individual or administrative body shall nevertheless require that the additional area needed to accommodate the required number of parking spaces be reserved as landscaped open areas on the lot. The layout and design of the parking spaces, aisles, and drives of such reserved parking lot shall be indicated on the approved site plan and shall comply with provisions of this Zoning Code.

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TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Dwelling - Attached Single-family	2 enclosed spaces
Dwelling - Detached Single-family	
Dwelling - Mobile Home	
Dwelling - Two-family	1 enclosed space and 1 unenclosed space per dwelling
Dwelling - Multi-Unit Building	Apartments - 1 per unit plus 1 per each 5 units to accommodate visitors
Dwelling - Multi-Unit Building Complex	
Dwelling - Assisted	1 per 8 beds plus 1 per employee based on the largest staff shift
Dwelling - Group	
Dwelling - Nursing	
Dwelling - Developmental Disability	
Adult Day Care	1 per employee based on largest staff shift plus 10 for visitors
Child Day Care - Center	
Child Day Care - In Home	
Event Center - Private Events and Conferences	1 for each 4 seats in the main space
Event Center Public Meetings and Conventions	
Religious Assembly	
Beverage - Brewing and Distilling	1 for each 200 s.f. of floor area
Beverage - Distribution	
Beverage - Non-Alcoholic Production	
Food Service - Commissary/Bakery	
Food Service - Processing	
Food Service - Production	
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	1 for each 100 s.f. floor area
Food Service - Deli	
Food Service - Fast Casual Restaurant	
Food Service - Full Service Restaurant	
Food Service - Quick Serve/Fast Food with Drive Thru	
Food Service - Quick Serve/Fast Food Without Drive Thru	

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TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Adult Oriented Businesses	1 for each 200 s.f. of floor area
Amusement Arcades	
Antique Shop	
Auction Facility	
Bakery – Retail	
Beverage Sales – Liquor Store	
Clothing Services - Dry Cleaning with drive thru	
Clothing Services - Dry Cleaning without drive thru	
Clothing Services - Tailor	
Financial Services and Banking - with drive thru	
Financial Services and Banking - without drive thru	
Food Sales – Farm Market	
Gallery - Art	
Garden Center - Indoor and Outdoor	
Personal Care and Beauty Services	
Retail - Large Format	
Retail - Medium Format	
Retail - Pharmacy	
Retail - Shopping Center - Enclosed	
Retail - Shopping Center - Outdoor	
Retail - Small Format	
Tattoo/Piercing Establishment	
Food Sales – Large Format Grocery	1 for each 300 s.f. of floor
Food Sales – Small Format Grocery	
Retail - Convenience with gasoline	1 per each two dispensing stations plus 1 per each 200 s.f. retail floor area
Retail - Convenience without gasoline	
School – College/University	Determined by the Board but not less than 1 space per each 5 seats in the main assembly room or 1 space per each classroom
School – Primary	
School – Secondary	
School – Trade	

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TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Boarding/Kennel	To be Completed
Health and Wellness – Clinic	
Health and Wellness – Fitness Facility/Gym	
Health and Wellness – Massage	
Health and Wellness – Physical Therapy	
Medical – Clinic	
Medical – Emergency Services	
Medical – Office	
Medical – Outpatient and Urgent Care	
Medical – Standalone Emergency Services	
Shelter	
Veterinary	
Medical – Full Service Hospital	1 per bed plus 1 per employee based on the largest staff shift
Medical – Psychiatric Facility - Standalone	
Library	1 for each 200 s.f. floor area
Live Theater	
Movie Theater	
Museum	
Visual Arts Center	
Manufacturing – Artisan	1 for each 200 s.f. of floor area
Manufacturing – Heavy	
Mineral Extraction/Processing	
Outdoor Processing – Agriculture	
Outdoor Processing – Composting	
Outdoor Processing – Concrete and Asphalt	
Research Facility/Laboratory	
Office - Corporate	1 for each 250 s.f. of floor area
Office - Data Processing/Call Center	
Office - Professional Services	
Printing and Publishing	

COMMON REGULATIONS

TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Equipment Repair - Heavy	To be Completed
Equipment Repair - Light	
Vehicular Care Services - Major	
Vehicular Care Services - Minor	
Vehicular Repair - Heavy	
Vehicular Repair - Light	
Camping	To be Completed
Community Facility - Outdoor Recreation	
Community Facility - Park	
Community Facility - Trail Golf Course	
Outdoor Enterprise	Club - 1 for each 100 s.f. floor area Recreation Facility - 1 for each 200 s.f. floor area
Indoor Enterprise	
Private Club	
Shooting Range - Indoor Only	
Studio - Art	
Studio - Gymnastics/martial arts	To be Completed
Community Facility - Activity Center	
Community Facility - Detention and Corrections	
Community Facility - Government Administration and Courts	
Community Facility - Public Health Safety	1 per sleeping room or suite
Overnight Lodging - Bed and Breakfast	
Overnight Lodging - Boutique Hotel	
Overnight Lodging - Hotel	
Overnight Lodging - Limited Service	
Overnight Lodging - Resort	

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TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Junk storage and sales	To be Completed
Storage - Contractor	
Storage - Commercial Gases	
Storage - Self-Store	
Storage - Vehicular and Boat	
Warehouse - Large Format	
Warehouse - Small Format	
Air Transportation Services	To be Completed
Air Transportation Services - Heliport	
Vehicle Care Services - Washes	To be Completed
Vehicular Sales - Boats	To be Completed
Vehicular Sales - Automobiles	
Vehicular Sales - Motorcycles	
Vehicular Sales - Recreational Vehicles	
Plant Cultivation	To be Completed
Forestry	
Cemetery	To be Completed
Mortuary	1 for each 50 s.f. floor space
Temporary Uses	To be Completed

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SECTION 1105.03 SIGNS

- A. Purpose and Applicability.** This section regulates the type, number, design, size, time of display, location, maintenance, and other characteristics of signs in order to: protect the public health, safety, and welfare in all zones and districts; promote clarity in sign communications; promote harmony between and among the physical characteristics of signs and the physical characteristics of surrounding land, structures, and other development features; and to promote attractive and orderly appearance in all districts. The provisions of this section shall apply to all existing signs, to all signs erected or installed after the effective date of this Zoning Code, and to any sign which replaces an existing sign or component thereof.
- B. Zoning Sign Permits Required.** Every sign, except those specifically exempted by the provisions of This section, shall only be erected or installed subsequent to and in conformance with the provisions of a zoning sign permit issued by the Planning and Zoning Administrator. The Planning and Zoning Administrator shall not be required to issue a zoning sign permit to any use or business that does not have a valid zoning certificate or that is otherwise not in compliance with the Zoning Code, Building Code or Property Maintenance Code. For the purposes of approving a sign in conformance with the Zoning Code, a zoning sign permit shall have the same effect as a zoning certificate.
- C. Signs Requiring Permits**
- i. Signs in Zones and Districts.** Signs shall be permitted in the respective districts as established in Table 1105.03A: Permitted Signs and as further provided in this section.
 - ii. Signs in Olde Reynoldsburg Districts.** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section XXXX, signs shall be permitted in Olde Reynoldsburg Districts as established in Table XXXX and in conformity with the following specific provisions:
 1. Residential Signs – Olde Reynoldsburg Center District (ORD-C) and Olde Reynoldsburg Neighborhood District (ORD-N). One (1) monument sign per entrance may be located on a lot or lots within a multi-dwelling unit development within the ORD-C or ORD-N. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
 2. Non-Residential Use or Mixed-Use Signs – ORD-C. The following sign types shall be permitted to be displayed on structures or buildings utilized for non-residential or mixed-use purposes in conformity with the following specific provisions:
 - iii. Sign Lighting.** The following types of lighting shall be permitted in the ORD-C: exterior illuminated, gooseneck lighting, shadow lit, bulb surround – non-flashing or blinking, and bulb surround – flashing or blinking.
 - iv. Changeable Copy Types.** The following changeable copy types shall be permitted in the ORD-C: channel letters.
 - v. Principal Signs.** A maximum of two (2) of any combination of the following sign types shall be permitted per lot in the ORD-C in accordance with the following provisions:

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1. **Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twelve inches (12"). Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.
 2. **Projecting sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
 3. **Roof Sign.** One (1) roof sign constructed of metal with a maximum surface area of eighty (80) square feet may be located on the roof of a principal structure located in the ORCD. Such roof sign shall be setback a minimum of five feet (5') from the edge of the roof of the principal structure and may be illuminated with a direct light.
 4. **Window Sign.** Up to two (2) window signs no larger than fifteen percent (15%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.
 5. **Awning Signs.** A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").
- vi. **Supplemental Signs.** In addition to the above-listed principal sign types the following supplemental sign types may be permitted in the ORD-C in accordance with the following provisions:
1. **Banner Signs.** A maximum of one (1) banner sign may be permitted in accordance with the provisions set forth under this subsection. Banner signs shall be a maximum of two feet (2') wide and shall be located a maximum of eight feet (8') above grade.
 2. **Flags.** Flags are permitted as a supplemental sign type in the ORD-C.
 3. **Sandwich Board Signs.** A maximum of one (1) sandwich board sign may be permitted in accordance with the provisions set forth under this subsection. Sandwich board signs shall have a maximum sign face area of six (6) square feet with a maximum board width of twenty-four inches (24") and a maximum board height of thirty-six inches (36"). Any

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sandwich board located in accordance with this subsection shall be constructed of wood and shall be displayed for a maximum of twelve (12) hours per day.

4. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.
- vii. **Signs in East Main Street District (MSD) and Brice and Main Street District (BMD).** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section XXXX, signs shall be permitted in the MSD and BMD as established in Table XXXX and in conformity with the following specific provisions:
1. **Sign Lighting (MSD).** The following types of lighting shall be permitted in the MSD: exterior illuminated, gooseneck lighting, shadow lit, internally lit, and bulb surround – non-flashing or blinking.
 2. **Sign Lighting (BMD).** The following types of lighting shall be permitted in the BMD: exterior illuminated, gooseneck lighting, shadow lit, and bulb surround – non-flashing or blinking.
 3. **Changeable Copy Types.** The following changeable copy types shall be permitted in the MSD and BMD: channel letters and scrolling. Changeable copy types are not permitted in the BMD.
- viii. **Principal Sign Types.** A maximum of two (2) of any combination of the following sign types shall be permitted in the MSD and BMD in accordance with the following provisions:
1. **Awning Signs.** A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").
 2. **Monument Sign.** One (1) monument sign with a base constructed of brick or rock may be installed in the MSD or BMD. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.
 3. **Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two and one-half (2.5) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twenty-four inches (24"). Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.

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4. **Projecting sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
- ix. **Supplemental Signs.** In addition to the above-listed principal sign types the following supplemental sign types may be permitted in the EMSD or BMD, as specified below, in accordance with the following provisions:
1. **Banner Signs.** In the MSD, a maximum of one (1) banner sign may be permitted in accordance with the provisions set forth under this subsection. Banner signs shall be a maximum of two feet (2') wide and shall be located a maximum of eight feet (8') above grade. Banner signs are not permitted in the BMD.
 2. **Flags.** Flags are permitted as a supplemental sign type in the MSD and BMD.
 3. **Sandwich Board Signs.** A maximum of one (1) sandwich board sign may be permitted in accordance with the provisions set forth under this subsection. Sandwich board signs shall have a maximum sign face area of six (6) square feet with a maximum board width of twenty-four inches (24") and a maximum board height of thirty-six inches (36"). Any sandwich board located in accordance with this subsection shall be constructed of wood and shall be displayed for a maximum of twelve (12) hours per day.
 4. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.
- x. **Signs in Residential Zones (SR and RM Zoning Districts).** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section XXXX, signs shall be permitted in the SR and RM zones as established in Table XXXX and in conformity with the following specific provisions:
1. **Sign Lighting.** The following types of lighting shall be permitted in RM zones: exterior illuminated and gooseneck lighting. Sign lighting is not permitted in SR zones.
 2. **Changeable Copy Types.** Changeable copy types are not permitted in SR and RM zones.
 3. **Principal Sign Types.** The following sign types shall be permitted in the SR and RM zones in accordance with the following provisions:
 4. **Neighborhood entry sign.** One (1) or more permanent ground signs may be located on a lot or lots within a subdivision or multi-family dwelling development. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
 5. **Flags.** Flags are permitted as a supplemental sign type in SR and RM zones.

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6. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.
- xi. Signs in Commercial and Mixed-Use Zones.
1. **Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.
 2. **Projecting sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
 3. **Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. All new awnings, or changes to awning colors in the design review districts shall be subject to a certificate of appropriateness. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12") in height.
 4. **Ground signage.** See provisions in Table 1105.03A.
- xii. Signs in Innovation Zone (I).
1. **Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.
 2. **Projecting sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant

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requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.

3. **Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. All new awnings, or changes to awning colors in the design review districts shall be subject to a certificate of appropriateness. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12").
4. **Ground signage.** See provisions in Table 1105.03A.

xiii. Signs in Open Space/Schools Zone and Innovation/Open Hybrid Zone. Signs in the OS, and IC zones shall be subject to review and approval by the Planning and Zoning Administrator or the Planning Commission, as applicable.

D. Generally Applicable Regulations for all Signs.

- i. **Sign height.** The height of a sign shall be measured from the finished grade which shall be defined as that point where the grade line intersects the front wall of the building. The height of a sign may not be artificially increased beyond the permitted height by placement of the sign on an earth mound.
- ii. **Sign setbacks.** Signs shall be located in conformity with the side and rear yard requirements of the applicable zone or district.
- iii. **Sign colors.** No sign requiring a permit under the provisions of this chapter shall contain more than four (4) colors, including black and white. Where a corporate logo is used, the logo shall count as one of the four (4) colors. Where a multi-tenant sign is present, no individual sign face panel may contain more than four (4) colors.
- iv. **Construction.** All signs shall be properly constructed and maintained to ensure that no safety hazard is created. All signs shall be built in conformity with the requirements of the Building Code and the procedures of the Building Division.
- v. **Location.** Except as otherwise provided in this Zoning Code, no sign or any part of any sign shall be placed in, over or extend into any public right-of-way.
- vi. **Lighting.** The level of illumination emitted or reflected from a sign shall not be so intense as to constitute a safety hazard to vehicular movement on any street from which the sign may be viewed, as determined by an average person. Illuminated signs shall be constructed and maintained so that the source of illumination is shielded or otherwise prevented from beaming directly onto adjacent lots or streets.
- vii. **Concealment of Wires and Components.** Irrespective of the sign type permitted under this section, all wiring and components of such sign shall be concealed from public view.
- viii. **Contractor Identification.** All signs shall be plainly marked with the name of the person or company that installed the sign.
- ix. **Maintenance and Repair Required.**
 1. The owner of a sign shall repair, support, clean, repaint, or perform any maintenance service

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necessary to maintain the reasonable and proper appearance and condition of the sign. Whenever the Planning and Zoning Administrator determines a sign to be in need of repair, support, cleaning, repainting or other maintenance, he/she may issue a notice to the sign owner to complete the needed repairs or maintenance.

2. **All sign face panels shall be intact and free from cracks.** No sign shall be permitted to exist without an intact face panel. Whenever the Planning and Zoning Administrator determines that a sign face is cracked or not intact, he/she may issue a notice to the sign owner to replace the sign face.
3. If the Planning and Zoning Administrator determines that the existing condition of the sign creates an immediate hazard to the public health, safety or welfare, he/she shall issue a notice to the owner requiring the sign to be removed immediately.

E. Nonconforming Signs.

- i. An existing sign that does not meet the requirements of this chapter shall be deemed a nonconforming sign.
- ii. A nonconforming sign shall exist and be maintained in accordance with the following:
 1. The size and shape of the sign structure shall not be altered, except that sign face panels may be replaced.
 2. If damage occurs to a sign to the extent of sixty percent (60%) or more of either the structure or its replacement cost at the time of destruction, the sign shall be brought into compliance with the provisions of this Zoning Code.
- iii. A nonconforming sign shall not be structurally relocated or replaced, unless the new sign is in compliance with this chapter.

F. Abandoned Signs and Sign Faces.

- i. A sign or sign face shall be considered abandoned when:
 1. The sign or sign face remains after the discontinuance of a use. A use is considered to be discontinued if it is closed to the public for at least ninety (90) consecutive days.
 2. The sign or sign face is not maintained in accordance with the provisions of this chapter and the owner of the sign has not complied with notices to maintain the reasonable and proper appearance and condition of the sign.
- ii. Whenever the Planning and Zoning Administrator determines that a sign has been abandoned as defined in this chapter, the right to maintain and use such a sign shall terminate immediately. Physical removal of a sign may be accomplished pursuant to the nuisance abatement procedures and ordinances of the City.
- iii. Whenever the Planning and Zoning Administrator determines that a sign face is abandoned as defined in this chapter but the existing sign conforms to the Zoning Code, he/she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank. This shall not apply to signs maintained on lots that do not have any existing structure.
- iv. Whenever the Planning and Zoning Administrator determines that a sign face in a multi-tenant sign is abandoned but other panels on the sign are not abandoned, he or she may issue a notice to

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the sign owner to remove the abandoned panel and replace it with a blank.

- G. Special Sign Regulations for Gasoline Stations.** Gasoline stations present several unique challenges for signage purposes due to industry-wide advertisement of the price of fuels for sale. In order to address these unique challenges, ground signs on lots with gasoline stations shall be permitted to incorporate electronic signage. Exempted ground signs of this type shall be subject to the following special regulations:
- i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.
 - ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.
 - iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

TABLE 1105.03B- PERMITTED SIGNS (TO BE COMPLETED)	

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SECTION 1105.05 ACCESSORY STRUCTURES

- A. Generally Applicable Regulations for Accessory Uses and Accessory Structures.** An accessory use or accessory structure shall be permitted in any district provided that:
- i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;
 - ii. It is subordinate to and serves the main use or building;
 - iii. It is subordinate to the main use or building in ground area, floor area, extent, and purpose;
 - iv. It is located on the same lot as the main building or main use which it serves; and
 - v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the main use or main building served.
 - vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.
 - vii. Except as otherwise provided in this Zoning Code, an accessory structure:
 - 1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
 - 2. Shall not be located closer than six feet (6FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
 - 3. Shall not be located closer than ten feet (10FT) to a main building;
 - 4. Shall not occupy more than twenty percent (20%) of the required rear yard;
 - 5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the main structure;
 - 6. Shall not contain facilities for dwelling purposes;
 - 7. Shall not exceed fifteen feet (15FT) in height.
 - viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one (1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

SECTION 1105.07 LANDSCAPING AND BUFFERING

- A. Purpose and Intent.** These standards are intended to establish landscaping regulations that:
- i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of-way and off-street vehicular parking areas;

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- ii. Encourage the preservation of existing trees and natural features;
- iii. Promote compatibility among different land uses;
- iv. Promote the use of generally accepted landscape design principles; and
- v. Protect public health, safety and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening unsightly areas, preserving the integrity of neighborhoods and enhancing pedestrian and vehicular traffic and safety.

B. Application. A landscape plan and tree survey shall be required in conjunction with any application for a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review approval. Such landscape plan and tree survey shall include the following:

- i. The present location, size, and description of all existing major trees, with a designation of existing major trees sought to be removed.
- ii. The location, size and description of landscaping materials proposed to be placed on the lot in order to comply with this section.
- iii. The location and size of any structures presently on the lot, and those proposed to be placed on the lot.
- iv. The proposed location and description of screening to be placed on the lot in order to comply with this section.

C. General Landscape Provisions

- i. No zoning certificate, variance, conditional use permit, similar use determination, subdivision plat or site plan and design approval shall be granted until a landscape plan is approved in accordance with this chapter.
- ii. No landscaped area shall be used for display and/or storage purposes.
- iii. The species, location and spacing of trees and shrubs planted in all public rights-of-way and on all sites shall be subject to approval by the Planning and Zoning Administrator.
- iv. No Certificate of Occupancy shall be granted until all conditions herein have been met; however, in the event landscaping cannot be completed due to weather conditions, or peculiar conditions related to the development of the subject property such as conditions related to phased development, the applicant shall provide financial security, in a form acceptable to the City, in the amount of one hundred twenty-five percent (125%) of the cost of materials and installation of all remaining landscaping to be completed and an estimate of such costs in order to be eligible for a Certificate of Occupancy.
- v. When phasing development upon a property, a proportionate share of landscaping acceptable to the City shall be installed and maintained with each phase based on the size of the proposed phase and shall be considered completed for the purposes of these regulations when such proportionate share of landscaping has been installed, unless special circumstances warrant the installation of a greater amount of landscaping with any phase.
- vi. The developer and/or property owner shall be responsible for the installation and maintenance of all landscaping, buffering, perimeter treatment and screening improvements in a healthy

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condition. This provision shall also apply to single-family and two-family dwellings.

- vii. Bare earth shall not be considered landscaping or a landscaped area for the purposes of meeting the landscape requirements herein. Land area shall be considered “covered” if it is used for growing grass, shrubs, trees, plants or flowers, or if covered by decorative rock, stone or wood chips, or otherwise landscaped as provided herein. This provision shall also apply to single-family and two-family dwellings.
- viii. These landscaping provisions are not intended to require multiple or overlapping setbacks, buffers and perimeter treatments. When more than one (1) such standard applies, that standard which results in the higher landscaping or buffering requirement shall apply. Buffering and perimeter treatments may be located within the required setbacks and may be counted toward required open space except not as usable open space.
- ix. Utility easements which conflict with required buffer yards, perimeter treatment, parkway or median standards may require an alternative design approach to address such conflicts.

D. Tree Preservation. Unless exempted in accordance with this subsection, all existing major trees shall be preserved. The Building Inspector may approve the cutting down, removal or destruction of a major tree/trees when the tree or trees interferes with the proper development of the lot, provided that the lot is the subject of an application for approval of a zoning certificate, development plan approval or variance, such application is approved and one of the following applies:

- i. The tree or trees will be located within the public right of way.
- ii. The subject property cannot be arranged in a manner to avoid removal of the tree or trees at the same time permitting the desirable and logical development of the lot.
- iii. The tree/trees are located within the proposed driveway to service a single-family home, and such driveway cannot otherwise be relocated.
- iv. The tree is damaged or diseased or can be proven to be of poor quality.
- v. The tree/trees are an undesirable species in its present location.

E. Tree Replacement. Each existing major tree removed in accordance with subsection (d) above shall be replaced with one (1) tree, having a minimum caliper of one and three-quarters inch (1 3/4”) as measured one foot (1’) above ground level.

F. General Landscape Standards

- i. The following standards shall ensure that landscaping is used to improve the aesthetic quality of a development or site in addition to providing a functional purpose and year-round interest and/or screening.
- ii. The size of landscape elements and materials shall meet minimum standards and be consistent with the size of the project and any existing streetscape. Minimum plant sizes are as follows:

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MINIMUM PLANT SIZE	
PLANT TYPE	PLANT SIZE
Deciduous trees	Two inches (2") caliper, measured one foot (1') above ground
Ornamental trees	One and one half inches (1 1/2") caliper, measured one foot (1') above ground
Evergreen trees	Six feet (6') in height
Shrubs	Eighteen inches (18") in height or eighteen inches (18") spread, depending on growth characteristics

- iii. Landscaping in parking areas, driveway entrances and intersections shall be designed to meet the minimum clear sight triangle as defined in the Zoning Code.
- iv. Monoculture, or the extensive use of a single species of trees, shall be limited in order to minimize the potential for disease or pests to strike a particular species resulting in significant same-species loss. The following limits shall apply:

MAXIMUM USE OF SAME SPECIES	
NUMBER OF TREES ON SITE	MAXIMUM % OF SAME SPECIES
10-19	50%
20-39	33%
40-59	25%
Over 60	15%

- v. Plant materials used in conformance with the provisions of this section shall conform to the specifications of the American Association of Nurserymen (AAN) for number one grade and shall have all wire and twine removed prior to planting. All trees shall be balled and burlapped or equivalent. Grass sod shall be clean and free of weeds and noxious pests or diseases. Plant materials which are known to be intolerant of the area in which they are proposed to be installed, or whose physical characteristics may be injurious to the public shall not be specified for use.
- vi. If any trees or other plant materials die or become diseased and must be removed, the property owner shall be responsible for replacing all materials that were removed. In the event that existing preserved trees die or become diseased and must be removed; the replacement shall be based on the tree credits Table 1105.07A. If trees or shrubs are removed for convenience purposes, the property owner shall be responsible for replacing all removed materials elsewhere on the site. If

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adequate space is not available on the site, the replacement shall occur at a location approved by the City. Upon issuance of a citation, corrective action shall be completed within sixty (60) days unless the Development Director or designee determines that weather constraints require one additional sixty (60) day period. Failure to meet the requirements of this section shall constitute a violation of this Zoning Code and the penalty requirements shall apply.

- vii. Trees and shrubs shall be planted so that at maturity they do not interfere with utility service lines and traffic safety. Trees planted near public sidewalks shall be installed in such a manner as to prevent physical damage to sidewalks, curbs, gutters, pedestrian ways, bike paths and other public improvements. A protective tree grate and vault shall be provided when trees are planted in paved areas such as plazas or sidewalks. This provision shall also apply to single-family and two-family dwellings.
- viii. When an applicant presents that the placement of all trees and shrubs as required in this section would create an impractical landscape effect, a portion of the trees and shrubs may be located in alternative locations on the same site, subject to approval by the Development Director or designee.
- ix. In no event shall a landscaped setback be less than six feet (6') in width, nor shall the width of the landscaped setback be inadequate to allow for the installation and healthy growing condition for the required amount of trees or shrubs.
- x. In order to promote efficient irrigation and maintenance measures, berms shall not exceed a slope of three to one (3:1) and shall be graded to appear as smooth, rounded, naturalistic forms.
- xi. To insure that landscape materials do not constitute a driving hazard, a clear "sight triangle" shall be observed at all street and access drive intersections. In the case of a city street intersection, the sight triangle shall consist of the area between points twenty feet (20') along both intersecting streets from their respective edge of pavements. Ground cover, perennials, shrubs and trees shall be permitted within the sight triangle provided that perennials and shrubs do not exceed a maximum height of eighteen inches (18") and tree trunks shall be devoid of limbs to a height of eight feet (8').

G. Street Tree Requirements. It shall be required in all zones and districts that applicants plant trees along public streets of their development. Trees shall be planted in such manner, type, quantity and locations as approved by the Planning and Zoning Administrator or the Planning Commission in conjunction with the site plan and design review process, as defined by the following conditions, and that any undeveloped street or existing street with undeveloped frontage shall conform to these requirements at the time of the development.

- i. Trees planted shall be on the list of approved street trees maintained by the City of Reynoldsburg.
- ii. The minimum spacing between this and other trees shall be 35 feet for large trees (mature height of fifty feet (50') or more), twenty-five feet (25') for medium trees (mature height of between thirty and fifty feet (30'-50')) and fifteen feet (15') for small trees (range from ten to thirty feet (10'-30') at maturity).
- iii. The maximum spacing between trees shall be forty-five feet (45') for large trees, thirty-five feet (35') for medium trees, and twenty-five feet (25') for small trees.
- iv. The minimum distance between the tree and the edge of the street shall be two and one-half feet (2 ½') for a large tree, two feet (2') for medium tree and one and on-half feet (1 ½') for a

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- small tree. In areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalks shall be two feet (2') for a large tree, two feet (2') for a medium tree and one and one-half feet (1 ½') for a small tree, as defined in approved street tree list.
- v. Trees shall be located so that a twenty-foot (20') sight triangle is maintained at street intersections.
 - vi. A small tree shall be used when planting under or within ten (10) lateral feet of overhead utility wires. A small or medium tree shall be used when planting within ten to twenty (10-20) lateral feet of overhead utility wires.
 - vii. At the time of platting, the developer shall develop a street tree plan that establishes the species and size of trees to be planted along the streets of the proposed subdivision.
 - viii. The developers shall be required to maintain all trees for a period of one (1) year after any installation and replace any tree which fails to survive or does not exhibit normal growth characteristics of health and vigor within such one (1) year period. Upon completion of a street tree planting, the landscape contractor shall contact the Department of Development for a preliminary inspection. The one-year guarantee period shall begin after the approval of the Department of Development. A final inspection shall be made at the end of the guarantee period. All trees not exhibiting a healthy, vigorous growing condition, as determined by the city's inspection, shall be promptly replaced at the expense of the developer. Upon replacement, the one-year guarantee period shall recommence for those materials having been replaced.
 - ix. All street trees along any one street shall be of the same species and variety to promote a continuous landscape treatment. A change in variety will only be permitted at intersections and other logical beginning and ending points.
 - x. The minimum trunk caliper measured one foot (1') above the ground for all street trees shall be no less than two inches (2").

H. Interior Lot Landscaping

- i. For all new construction or land development for which a building permit and/or a zoning certificate is required, trees shall be provided for within the structure-related property lot lines, equal to or in excess of the following total tree trunk diameters (as measured one foot (1') from the ground level) for the specified building ground coverage square footage or land area square footage, by building and/or land use type, as follows:
 - 1. All residences and residential land uses, per dwelling unit, there must be planted one-half inch (1/2") in trunk diameter for every one hundred and fifty (150) square feet or fraction thereof of building ground coverage, with a minimum of two inches (2") of total trunk diameter.
 - 2. All commercial structures, including commercial-related parking, loading and trash storage areas, and all industrial, warehouse, and storage uses and their associated parking, loading, and trash storage areas:
 - (a) Up to twenty thousand (20,000) square feet: one inch (1") trunk diameter for every two thousand (2,000) square feet or fraction thereof with a minimum of two inches (2") of total trunk diameter.

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- (b) Twenty thousand and one to fifty thousand (20,001 - 50,000) square feet: a total trunk diameter of ten inches (10"), plus one-half inch (1/2") of trunk diameter for every two thousand (2,000) square feet over twenty thousand (20,000) square feet or fraction thereof.
 - (c) Over fifty thousand (50,000) square feet: a total trunk diameter of twenty inches (20"), plus one inch (1") of trunk diameter for every four thousand (4,000) square feet over fifty thousand (50,000) square feet or fraction thereof.
 - 1) All office uses, institutional uses, convalescent and nursing homes and child daycare facilities, including related parking, loading and trash storage areas:
 - (d) Up to nineteen thousand and five hundred (19,500) square feet: one inch (1") in trunk diameter for every fifteen hundred (1,500) square feet or fraction thereof, with a minimum of two inches (2") of total trunk diameter.
 - (e) Nineteen thousand, five hundred and one to forty-nine thousand and five hundred (19,501 - 49,500) square feet: a total trunk diameter of thirteen inches (13"), plus two inches (2") of trunk diameter for every two thousand (2,000) square feet over nineteen thousand and five hundred (19,500) square feet or fraction thereof.
 - (f) Forty-nine thousand, five hundred and one (49,501) square feet and more: a total trunk diameter of twenty-five inches (25"), plus two inches (2") of trunk diameter for every three thousand (3,000) square feet over forty-nine thousand and five hundred (49,500) square feet or fraction thereof.
- ii. Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical as determined by the City. Existing trees may be credited toward minimum tree planting requirements as follows:
- 1. Existing trees, which are preserved, may be credited toward the tree planting requirements of this section according to Table 1105.05C - Credit for Existing Trees. Tree credits shall be given as long as all other provisions and the intent of this Zoning Code are met. Fractional caliper measurements shall be attributed to the next lowest category.

TABLE 1105.07C - CREDIT FOR EXISTING TREES (IN AGGREGATED INCHES)	
CALIPER AT FOUR AND HALF FEET (4.5') ABOVE GROUND	NUMBER OF TREE CREDITS
20 total inches	4 (equal to 4 trees)
13 - 19 total inches	3 (equal to 3 trees)
8 - 12 total inches	2 (equal to 2 trees)
2 - 7 total inches	1 (equal to 1 trees)

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2. No credit shall be given for existing preserved trees that are:
 - (a) Not located on the actual development site;
 - (b) Not properly protected from damage during the construction process;
 - (c) Prohibited species under the caliper size of thirteen inches (13") measured at four and one-half feet (4 ½') above the ground; or
 - (d) Dead, dying, diseased, or infested with harmful insects.
- iii. In order to apply for credit, existing trees must be protected during construction. All existing trees shall be protected by the placement of an orange construction fence around the perimeter of the tree/trees. In order to protect the root system of the existing trees, said fence shall be installed at a minimum radius from the trunk. The minimum shall be one foot (1') of radius per one inch (1") of caliper of the tree. (ex. On a six inches (6") diameter tree, the fence shall be placed a minimum of six feet (6') from the trunk of the tree.)
- iv. No new tree plantings shall be required if existing trees to remain on the site after development, and the aggregate trunk sizes of such trees, meet or exceed the requirements as set forth above.
- v. Any combination of existing and new trees may be used to meet the requirements of this section.

I. Property Buffer Requirements

- i. Grass or ground cover shall be planted on all portions of the required buffer not occupied by other landscape material. Trees do not have to be equally spaced but may be grouped. All landscape requirements shall be met by the applicant if his/her property is contiguous to property fully developed prior to the passage of this chapter. A landscape plan meeting the requirements of this section shall be approved by the Planning Commission or the Planning and Zoning Administrator in conjunction with the site plan and design review process before the commencement of construction on the subject property.
- ii. When one zoning classification abuts another zoning classification, a minimum buffer zone shall be required as follows:
 1. Any residential zone adjoining any office zone; required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound, or combination thereof.
 2. Any residential zone adjoining any commercial zone; required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
 3. Any residential zone adjoining a residential zone operating with conditional uses (such as churches, schools); required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
 4. Any residential zone adjoining any industrial zone; required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for

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each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.

5. Any single family residential zone adjoining a multi-family residential zone; required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one tree for each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
6. Any office or commercial zone adjoining any industrial zone; required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
7. Any zone adjoining a freeway or arterial street prohibiting driveways; required buffer zone is twenty feet (20') for residential zones and fifteen feet (15') for all other zones adjacent to a freeway or arterial and shall include one (1) tree for each thirty feet (30') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
8. Any zone (except industrial) adjoining a railroad; required buffer zone is twenty feet (20') for residential zones and fifteen feet (15') for all other zones adjacent to railroad boundaries and shall include one (1) tree for each thirty feet (30') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
9. Any property boundary, including street right-of-way adjoining any utility substation, junkyard, landfill, sewage plants or similar uses; required buffer zone is fifteen feet (15') adjacent to all boundaries except only five feet (5') for utility substations measured adjacent to the enclosure and shall include one (1) tree for each thirty feet (30') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall or earth mound or combination thereof.
10. Any property used for vehicular sales facilities or as a service station adjoining a freeway or arterial prohibiting driveway; required buffer zone is fifteen feet (15') adjacent to freeway or arterial and shall require one (1) tree for each fifty feet (50') of linear boundary, or fraction thereof, plus one (1) low shrub for each ten feet (10') of linear boundary, or fraction thereof.

J. Parking Area Landscaping Standards

- i. Parking lots containing more than six thousand (6,000) square feet of area or twenty (20) or more vehicular parking spaces, whichever is less, shall provide interior landscaping of the peninsular or island types of uncompacted, well-drained soil that contains a minimum of six inches (6") of top soil mix, as well as perimeter landscaping.
- ii. For every ten (10) parking spaces or fraction thereof, the applicant shall provide not less than two hundred (200) square feet of interior landscaped parking lot areas containing at least one (1) tree with a minimum diameter of two inches (2") and four (4) shrubs.
- iii. The minimum landscape area permitted shall be two hundred (200) square feet with a minimum planting width of ten feet (10').

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- iv. In order to encourage the required landscape areas to be properly dispersed, and to break up large expanses of parking, no individual landscape area shall be larger than five hundred (500) square feet in size in vehicular use areas less than thirty thousand (30,000) square feet and no individual landscape area shall be larger than two thousand (2,000) square feet in vehicular use areas over thirty thousand (30,000) square feet. Individual landscape areas larger than above are permitted as long as the additional area is in excess of the required minimum total.
- v. All parking lots shall provide perimeter landscaping. Parking lots shall have perimeter landscaping of a minimum width of ten feet (10') exclusive of vehicle overhang. The perimeter landscaping shall consist of a continuous evergreen hedge, evergreen trees, earthen mound or a combination thereof as required to provide a continuous opaque screen, a minimum of thirty-six inches (36") in height, within one (1) year of installation. The perimeter landscape shall also contain a minimum of one (1) deciduous tree per fifty (50) linear feet of parking perimeter. When perimeter landscaping of parking is required in addition to a buffer zone or overlapping of a buffer zone of Section 1180.10(b), the required perimeter landscaping of parking may be satisfied concurrently with the requirements of Section 1180.10(b) by the more intensive planting and the more extensive width required by either this subsection or Section 1180.10(b).
- vi. Parked vehicles may hang over the interior landscaped area no more than two and one-half feet (2 ½'). Concrete or other wheel stops shall be provided to ensure no greater overhang on the landscaped area. Where parked vehicles will overhang, a four-foot (4') minimum spacing shall be provided from the edge of pavement to all trees.
- vii. Grass or ground cover shall be planted on all portions of the required landscaping area not occupied by other landscape material. Such material fulfills required interior or perimeter landscaping.

K. Screening and Landscaping for Service for Structures

- i. In order to properly screen service structures from the main building and neighboring lots, the following screening requirements shall apply:
- ii. Location of screening. Either a solid, opaque fence or wall or earth berm, with a continuous planting of evergreen plant material shall enclose any service structure on all sides, unless such structure must be frequently accessed, in which case screening on all but one (1) side is required. The average height of the screening fence or wall shall be one foot (1') more than the height of the enclosed structure but shall not exceed the maximum permitted height of fences and walls of the District.
- iii. Mechanical equipment and service functions associated with a building shall, to the maximum extent feasible, be incorporated into the overall design theme of the building and the landscape so that these functions are out of view from public ways and adjacent properties while allowing convenient access.
- iv. Plant material required for screening of service structures shall not count towards the fulfillment of other landscape requirements in this section. No interior landscaping shall be required within an area screened for service structures.
- v. Curbs to protect plant material. Whenever plant material is placed around any trash disposal unit or waste collection unit which is emptied or removed mechanically on a regular basis, a curb to contain the placement of the container shall be provided adjacent to the plant material. The

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- curbing shall be at least one foot (1') from the material and shall be designed to prevent possible damage to the plant material when the container is moved or emptied.
- vi. Service structures shall be grouped together whenever possible.
 - vii. The provisions of this section shall not apply to service structures located on lots with single family and two-family dwellings, except that any generator located within six feet (6') of any lot line shall be screened in accordance with this section.

L. Natural Preservation Zones

- i. **Applicability.** Natural preservation zones are areas that protect both the aesthetic appearance and environmental significance including, but not limited to, woodlands, wetlands, ravines, flood plains, streams, lakes, ponds, and/or steep slopes and can provide effective buffers between different or same land uses. Such zones should be designated on the concerned property. It is the intent of this section to encourage the use of these preservation zones in new developments including single family subdivisions, multi family, commercial and industrial construction. It is the further intent of this section not to preclude and/or prevent development, but to protect and preserve environmentally significant areas by fostering the use of buffer zones that could be integrated within the development. Preservation zones shall be used in a manner to promote and protect the public safety, convenience, comfort, prosperity, and general welfare of the City.
- ii. **Determination of Preservation Zones.**
 - 1. Environmentally significant areas shall be required to have a preservation zone(s). (The natural resources maps A and B in the Reynoldsburg Planning Guide are guides in determining the environmentally significant areas. These maps shall be a guide in determining areas that shall be required to have preservation zones.)
 - 2. However, this shall not preclude the Planning and Zoning Administrator or the Planning Commission from recommending and/or approving preservation zones in other areas that are considered to be environmentally significant. In determining preservation zones, the Planning and Zoning Administrator or the Planning Commission determines that the area needs to be protected from development and which could serve as a buffer between different or same uses.
- iii. **Approval of Preservation Zones. Preservation Zones shall be approved in accordance with the following procedures:**
 - 1. The Planning Commission shall have the authority to approve a preservation zone for a subdivision and/or a planned district. This approval shall occur during the preliminary plat stage and shall follow the procedures set out in Chapter 1111. The Planning and Zoning Administrator may recommend to the Planning Commission the location of a preservation zone.
 - 2. Preservation zones shall become part of the final plat or final development plan for subdivisions by the Planning Commission and approved by Council. Preservation zones shall become part of the site plan that is part of the certificate of appropriateness approval.
- iv. **Protection of Preservation Zones.**
 - 1. Before any activity, clearing, and/or construction begins, the entire preservation zone

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shall be enclosed with at least three foot (3') high orange construction fencing to prevent any access to the area. Such fencing shall protect the root systems of vegetation within the preservation zone. The fencing can only be taken down for an individual lot when an occupancy permit has been issued for the structure on the concerned lot. The fencing shall remain on the undeveloped lots until occupancy permits are granted for each lot.

2. Said preservation zone shall not be disturbed any time before, during, or after said construction except for necessary access as approved by the Planning and Zoning Administrator.
3. No permanent or temporary structure, building, or fence shall ever be placed upon, in, or under said preservation zone.
4. Utilities and roadways in preservation zones may only be installed consistent with an Environmental Plan and/or Mitigation Plan.
5. No development, clearing, thinning, construction, or work shall be performed in the preservation zone except for necessary construction as deemed necessary by the Planning and Zoning Administrator. If a preservation zone is disturbed at any time (including but not limited to utility construction and/or easement, building or grading construction) by the developer, contractor, subcontractor, house builder, property owner, or a representative, such disturbances that occur shall be restored to an approved condition. Diseased trees and/or diseased vegetation may be removed with the approval of the Planning and Zoning Administrator. Obnoxious weeds and/or brush of less than one inch (1") caliper may be removed without destroying the integrity of the preservation zone.
6. No dirt, stones, wood, or debris shall be placed within the preservation zone.
7. Trees located in a preservation zone that have been pushed over, cut apart, blown over, or fallen due to aging and/or deterioration are the property owner's responsibility to remove from the preservation zone.
8. A utility company servicing and/or installing utilities in the designated preservation zone shall also be subject to these restrictions.
9. These restrictions shall be printed on the final plat, the final development plan, and/or site plan.
10. Drainage shall not be changed in a manner that will damage the preservation zone.
11. The developer shall notify each property purchaser in the concerned subdivision and/or the development of the preservation zone requirements. Such notification shall be in writing and shall be submitted to the property purchaser at the time of closing.
12. The developer shall notify all contractors, utility companies, and/or cable companies doing work in the concerned subdivision of the preservation zone requirements.

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TABLE 1105.08D - TO BE UPDATED	

SECTION 1105.09 EXTERIOR LIGHTING

- A. Purpose and Applicability.** The purpose of this section is to ensure that all exterior site and building lighting shall not affect the reasonable use and enjoyment of adjacent properties but provide minimum levels to enhance safety of individuals and property. Lighting standards shall also protect the safety and operation of vehicles on the public rights-of-way from levels of illumination that are emitted or reflected from light sources of an intensity sufficiently to constitute a safety hazard to vehicular movement. Lighting standards shall apply to all lots except those developed with single family or two-family dwellings.
- B. Exterior Lighting Regulations.** Exterior site lighting shall be designed, located, constructed and maintained to minimize light and reflected light trespass and spill over off the subject property. Glare shall be minimized from all light sources.
- The average horizontal illumination level on the ground shall not exceed three footcandles (3FC). The light level along a property line adjacent to a residentially-zoned or used property shall not exceed an average intensity of one-half footcandle (0.5FC).
 - The height of parking lot lighting shall not exceed twenty feet (20') above grade and shall direct light downward, i.e. cut-off type fixtures. In conjunction with a major site plan review, the Planning Commission may require a lower standard based upon specific characteristics of the site.
 - The color of parking lot lighting poles and other lighting infrastructure shall match or complement the colors of the building's architecture, as approved by the Planning Commission.
 - For pedestrian areas, decorative low light fixtures shall be used and the height of the fixture shall not exceed fourteen feet (14') above grade.
 - Exterior building illumination shall be from concealed sources. Strobe or flashing lights and exposed neon lights are not permitted. Lighting fixtures shall not generate excessive light levels, cause glare, or direct light beyond the facades onto neighboring property, streets, or the night sky. The maximum illumination of any vertical surface or angular roof surface shall not exceed four footcandles (4FC).
 - Security lighting shall be full, cut-off type fixtures, shielded and aimed so that illumination is

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directed to the designated areas with the lowest possible illumination level to effectively allow surveillance.

- vii. Lighting fixtures used to illuminate the area below a freestanding canopy shall be recessed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy. However, indirect lighting may be used where a shielded source of light is beamed upward and then reflected down from the underside of the canopy.

SECTION 1105.11 FENCES AND SCREENING.

- A. **Fences.** The following regulations shall apply to the location of fences in the front, side, and rear yards of properties located in the City of Reynoldsburg.

- i. **Fences in Olde Reynoldsburg Neighborhood District.** The following regulations shall govern fences located upon properties in the Olde Reynoldsburg Neighborhood District:

1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than six feet (6FT).
5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences shall be no closer to the adjacent property line than one foot (1FT).
6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
7. **Fence Materials.** Fences in residential districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.

- ii. **Fences in Residential Districts.** The following regulations shall govern fences located upon properties in residential zoning districts:

1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).

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3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than six feet (6FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences shall be no closer to the adjacent property line than one foot (1FT).
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in residential districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
- iii. **Fences in Commercial and Mixed-Use Zones and Districts.** The following regulations shall govern fences located upon properties in commercial and mixed-use zones and districts:
1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than eight feet (8FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences shall be no closer to the adjacent property line than one foot (1FT).
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in mixed-use districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
- iv. **Fences in Innovation Zone.** The following regulations shall govern fences located upon

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properties in the Innovation Zone:

1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than ten feet (10FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences shall be no closer to the adjacent property line than one foot (1FT).
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in the Innovation Zone shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same. Metal, non-chain-link, fences are permitted in the Innovation Zone.
 8. **Barb-Wire Fences—Innovation Zone.** Fences containing barbs may be erected as rear fences to secure properties in the Innovation Zone. The Planning and Zoning Administrator shall only grant a fence permit for a fence of this type after determining that the nature and location of the fence is not a danger to the public or intended to injury persons engaged in lawful activity.
- v. **Fences in the Open Space/Schools Zone and Innovation Hybrid Zone.** The following regulations shall govern fences located upon properties in Open Space/Schools Zone and Innovation Hybrid zoning districts:
1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than five feet (5FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher

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than ten feet (10FT).

5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences shall be no closer to the adjacent property line than one foot (1FT).
6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 50%.
7. **Fence Materials.** Fences in the Open Space/Schools Zone and Innovation Hybrid districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
8. **Barb-Wire Fences—Innovation/Hybrid Zone.** Fences containing barbs may be erected as rear fences to secure properties in the Innovation/Hybrid Zone. The Planning and Zoning Administrator shall only grant a fence permit for a fence of this type after determining that the nature and location of the fence is not a danger to the public or intended to injury persons engaged in lawful activity.

B. Temporary Fences. Temporary fences may be constructed without a permit for the following reasons:

- i. As required due to an unsafe building, right-of-way or utility maintenance emergency.
- ii. A construction fence in conjunction with a site that has active building permits.
- iii. In conjunction with an approved temporary special land use permit or any special event approved through the Parks and Recreation Department. Temporary fences of this nature may only be maintained for the length of the approved permit or through the duration of the special event.
- iv. Temporary horticultural fences are permitted as temporary fences within the area designated for rear fences. Temporary horticultural fences shall be of an open design, shall not exceed four feet (4FT) in height, and not enclose an area larger than five hundred square feet (500SF).
- v. Temporary fences may be constructed of materials or in a manner not consistent with the provisions of this chapter, but shall not be constructed in a manner designed to cause a hazard to public safety.
- vi. In the event a temporary fence exists for a period of thirty (30) days or more, and the Planning and Zoning Administrator determines that it is a hazard to public safety, the Planning and Zoning Administrator may require a fence permit or that the fence comply with any provision of this chapter.

C. Generally Applicable Fence Regulations.

- i. All fences, unless specifically exempt by this chapter, shall require a fence permit from the Planning and Zoning Administrator. No fence shall be erected, constructed, altered, relocated or rebuilt prior to obtaining a fence permit. An existing fence that requires new vertical posts to be set shall be considered an altered fence, and subject to a new permit. For the purposes of this chapter, a fence permit shall have the same effect as a zoning certificate in proving conformance with the Zoning Code.

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- ii. Fences shall only be constructed in conformance with the provisions of this chapter and of the fence permit issued by the Planning and Zoning Administrator.
- iii. No fence shall be installed in a manner or location which obstructs or alters the drainage of the lot on which it is located or of any abutting lot. All fences that are constructed abutting or across drainage easements shall be subject to the following additional regulations:
 - 1. Shadow box fences and fences of an open design, which is defined as at least fifty percent (50%) open will be the preferred fence styles. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 - 2. Privacy fences shall provide a gap between the vertical boards and the ground of no less than two inches (2IN).
- iv. Fences may be inspected for compliance with the provisions of this Zoning Code. If any fence is installed, erected, constructed or maintained in violation of any of the provisions of this chapter, the Planning and Zoning Administrator may notify the owner or lessee of the fence in question to repair or replace the fence so as to comply with this chapter or to remove it.
- v. No fence shall be constructed of materials such as highway guardrails, corrugated metal, metal wire or plastic mesh, or other such materials that are not designed for use as fencing material or are not sufficiently weather resistant and durable.
- vi. No fence shall be constructed which is electrically charged, includes any material which is potentially hazardous such as spikes or barbed wire, or is otherwise designed to injure except as provided for in this chapter.
- vii. Chain-link fences may not be utilized as a means of support for wooden privacy fences.

SECTION 1105.13 SUPPLEMENTARY USE CONDITIONS

- A. **Temporary Land Use.** The Planning and Zoning Administrator shall have the power to grant permits authorizing temporary special land uses for the following types of temporary sales: tent sales, sidewalk sales, or seasonal sales of produce, plants, firewood, or Christmas trees.
 - i. **Zoning districts where permitted.** Temporary special land uses for tent sales, sidewalk sales, or seasonal sales of produce, plants, firewood, or Christmas trees shall only be permitted in the Community Commercial Zone (CC), the Brice & East Main Street District (BMD) and the East Main Street District (EMD).
 - ii. **Application and fee.** Every person, firm or corporation desiring to obtain a temporary special land use permit, as required by this section, shall file an application with the Planning and Zoning Administrator together with an application fee. The application for a temporary special land use permit shall be accompanied by plans and specifications as required by the Planning and Zoning Administrator. This includes but is not limited to, plans that show the following:
 - 1. The shape, location, and dimensions of the lot, including the shape, size, location, and use of all buildings or other structures already on the lot, and the off-street parking layout.
 - 2. The materials to be utilized in and the shape, size, and location of all buildings and

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structures to be erected or moved onto the lot, including all tents, tables, stands or display racks.

3. The anticipated automobile traffic flow to and from the lot and any adjacent thoroughfares, loss of off-street parking space, if any, as well as the anticipated flow of pedestrian traffic upon lot sidewalks.

iii. Time Limitations

1. A temporary special use permit for a tent or sidewalk sale shall be effective for no longer than seven (7) days. No more than three (3) temporary special land use permits for tent sales or sidewalk sales shall be issued for a given location within a single calendar year. Temporary special use permits for tent sales or sidewalk sales shall not be issued for any given location for consecutive time periods except in the Olde Reynoldsburg Center District, the Brice and East Main Street District, and the East Main Street District.
2. A temporary special land use permit for the sale of Christmas trees shall be effective for no longer than thirty (30) days. No more than one (1) temporary special land use permit for the sale of Christmas trees shall be issued for any given location within a single calendar year.
3. A temporary special use permit for seasonal sales of produce, plants, or firewood shall be effective for a period no longer than ninety (90) days. No more than one (1) temporary special land use permit for seasonal sales of produce, plants, or firewood shall be issued for any given location within a single calendar year.
4. The Planning and Zoning Administrator or the Board of Zoning and Building Appeals shall have the power to vary these periods and add other conditions to an approved permit as deemed necessary by the Planning and Zoning Administrator or the Board in order to further the goals and principles of the Zoning Code.

iv. **Regulations.** A temporary special use permit shall only be granted if the Planning and Zoning Administrator determines that the proposed use, including the erection of any temporary building or structure, will:

1. Provide adequate light and ventilation between buildings and structures.
2. Provide adequate automobile and pedestrian traffic flow.
3. Provide adequate off-street parking.
4. Will meet the intent of the Zoning Code or otherwise not interfere with the protection of public health, safety, and general welfare.
5. Not be incompatible with, or otherwise adversely affect, the physical character of the community and, in particular, the surrounding area within a distance of one thousand feet (1,000FT).
6. No temporary special use shall be permitted if it reduces the parking on a lot by greater than twenty-five percent (25%).

- v. **Vacant Lots.** When the proposed temporary special use is to be conducted on an otherwise vacant or unused lot, the use shall comply with all applicable zoning regulations for the district.
- vi. **Accessory Structures.** Tents and other temporary structures are subject to building permits and other regulation by the Building Division.

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- vii. **Variance.** The Planning and Zoning Administrator or the Board of Zoning and Building appeals shall have the power to vary the time periods of and add other conditions to an approved permit as deemed necessary by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals in order to further the intent of the Zoning Code or otherwise protect the public health, safety, and general welfare.
- B. **Special Events and Community Activities.** The following regulations apply to the approval and operation of special events and community activities.
- i. **Exceptions.** A temporary special land use permit shall not be required for special event or community activity permitted or organized through the Parks and Recreation Department or Public Safety Department.
 - ii. **Exceptions—Open Space Districts.** A temporary special land use permit shall not be required for a special event or community activity associated with a permitted semi-public use in Open Space/Schools District provided that the special event or festival meets the following conditions:
 1. The special event or festival takes place entirely on the lot or parcel associated with the existing approved semi-public use.
 2. The special event or festival is no longer than three (3) consecutive days and that there are no more than two (2) such events or festivals at a given location within a calendar year.
 - iii. **Exceptions—Non-Profit or Charitable Organizations.** A temporary special land use permit shall not be required for a special event or community activity conducted on a commercial parcel that is organized by a non-profit or charitable organization. No more than two (2) such events shall be conducted by the same organization at the same location within a calendar year.
 - iv. **Applicability.** Except as otherwise provided herein, the Planning and Zoning Administrator may require temporary special land use permit for any other type of special event.
 - v. **Accessory Structures.** Tents and other temporary structures for festivals and special events are subject to building permits and other regulation by the Building Division.
- C. **Regulations Applicable to Swimming Pools, Fish Ponds, and Water Parks.** A swimming pool, fish pond, or water park shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.
- i. **Private Swimming Pool.** A private swimming pool shall be permitted in any commercial, mixed-use or residential district as an accessory use provided that it complies with the following conditions and requirements:
 1. Use. The pool shall be intended and used solely for the enjoyment of the occupants of the main use of the lot on which it is located.
 2. The pool, including any walks or paved areas or accessory structures adjacent thereto, shall not be located closer than ten feet (10') to any lot line and shall not be closer to any frontage than a distance ten feet (10') greater than the setback required for a principal building.
 3. The area of the swimming pool, exclusive of decks, walks, and other appurtenances, shall not exceed ten percent (10%) of the area of the lot.
 4. No lights, diving board, or other equipment or accessory shall project more than ten feet

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(10') above the average finished grade of the pool site.

5. A swimming pool shall be installed or constructed subsequent to and in conformance with the regulations of the Building Code and a permit issued by the Building Inspector. The Building Inspector shall not issue any permit for a swimming pool until he has submitted the application for a swimming pool to the Zoning Officer who shall determine compliance with the Zoning Code and issue a zoning certificate.

- ii. **Community or Club Swimming Pool.** A community or club swimming pool means any pool constructed by an association of property owners or by a private club for use and enjoyment by members of the association or club and their families. Community and club swimming pools are permitted in any district, but shall comply with the following conditions and requirements:
 1. A community or club swimming pool shall be intended and used solely for the enjoyment of the members, their families and guests, and guests of the association or club under whose ownership or jurisdiction the pool is operated.
 2. A community or club swimming pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than one hundred feet (100') to any lot line.
 3. A community or club swimming pool and all of the area used by the bathers, including all adjacent deck areas, shall be so walled or fenced as to prevent uncontrolled access by children.
- iii. **Fish Pond, Water Garden.** A body of water designed and used as a fish pond or as a water garden shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.
 1. Water depth shall not exceed twenty-four inches (24") unless enclosed by a fence forty-eight inches (48") in height with a locking gate.
 2. Water surface area shall not exceed one hundred (100) square feet.

D. Outdoor Storage. The following regulations shall apply to the approval and operation of outdoor storage as an accessory use:

- i. Outdoor storage shall only be permitted in areas identified on the approved site plan. No such activity shall be located closer than fifty feet (50FT) to a residential zoning district boundary or road right-of-way abutting any residential zoning district or within ten feet (10FT) of any road right-of-way. Such activities shall not occupy any required parking area or driveway;
- ii. Any outdoor storage area located closer than one hundred feet (100FT) to a residential district shall, if determined to be visible from such district, be screened by a landscape buffer strip or other means indicated on the approved site plan;
- iii. Illumination of outdoor storage areas shall be designed to prevent glare or direct light from the illumination source into residential areas;
- iv. Outdoor displays shall be maintained in a neat and orderly fashion. Waste material shall be contained within a storage area completely surrounded by a gated masonry wall six feet (6FT) in height or other screening approved by the Board. Such screening shall be set back from residential districts at least six feet (6FT) and landscaped according to the approved site plan;

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- v. The site plan submitted with an application for a conditional use permit shall indicate the types of merchandise or materials to be stored, and, if applicable, any seasonal changes of merchandise or materials;
 - vi. Outdoor repair, preparation, cleaning, assembly, disassembly, or other similar activities shall not be permitted unless the nature and location of such activity is specifically identified in the application and approved by the Planning and Zoning Administrator or the Board of Building and Zoning Appeals.
- E. Mini-Storage Facilities.** The following regulations shall apply to the approval and operation of mini-storage facilities:
- i. All storage shall be within an enclosed building unless the nature and location of outdoor storage has been specifically approved by the Board in conformance with the supplementary regulations for outdoor sales, storage, or display;
 - ii. Loading and unloading areas shall be paved and shall be located only as approved by the Board;
 - iii. A minimum of five (5) parking spaces shall be provided near the leasing office. Sufficient space shall be provided in the paved lanes serving the storage units to accommodate on-site movement of vehicles and the parking and loading/unloading of the trucks, vans, trailers, and automobiles of persons using the units;
 - iv. An on-site leasing office shall be provided;
 - v. Fencing of the perimeter shall be provided as determined by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals in a manner which promotes security and presents an appropriate appearance to abutting properties;
 - vi. A landscaped yard of at least twenty-five feet (25FT) in width shall be provided along any lot line of the subject site which abuts a residential area. This area shall not be covered by buildings, parking or drives;
 - vii. Door openings facing residential areas shall not be permitted unless approved by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals;
 - viii. Activities on the site shall be limited to the storage of property only. Other activities, such as the operation of tools, rummage sales, temporary residency, shall be prohibited unless specifically permitted by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals;
 - ix. Hours of operation shall only be as approved by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals, after consideration of the impact of the proposed use upon the character, safety, and tranquility of the neighborhood.
- F. Indoor Storage Facilities.** The following regulations apply to the approval and operation of indoor storage facilities:
- i. A minimum of twenty percent (20%) of the floor area of any structure proposed to be used as an indoor storage facility shall be used for other uses permitted within the respective zoning district, unless otherwise specifically approved by the Board on the approved site plan.

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- ii. All storage shall take place within an enclosed individual storage unit that is rented or leased on an individual basis. Storage shall be prohibited outside of the structure or within designated aisle areas with exception of vehicle and recreational vehicle storage areas clearly shown on the plan.
- iii. A rental or leasing office shall be required to be located on-site.
- iv. No more than one (1) external garage-door entrance shall be provided for each twenty (20) storage units within the structure.
- v. A landscaped yard of at least twenty-five feet (25FT) in width shall be provided along any lot line of the subject site which abuts a residentially zoned property. A reduction of this buffer may be approved by the Board if alternate means of screening are provided and specifically approved on the site plan.
- vi. Caretaker/residential units are prohibited.
- vii. One (1) parking space shall be located on the site for each seventy-five (75) storage units, in addition to other required parking for all other uses on the site.

G. Childcare Centers. The following regulations shall apply to conditional use permits for childcare centers:

- i. No zoning permit or conditional use permit for a childcare center shall be issued for a lot that is within one hundred fifty feet (150FT) of the Innovation Zone.
- ii. No zoning permit or conditional use permit for a childcare center shall be issued for a lot that is within one hundred fifty feet (150FT) of any lot or parcel with an approved gasoline station use, or which is likely to generate noxious fumes or vapor.
- iii. All outdoor play areas shall meet the minimum requirements outlined by the State agency with oversight of childcare centers. No play area shall be located adjacent to a loading space, loading dock or other area where vehicles are likely to idle. No play area shall be constructed in a manner that allows children access to any electrical or telecommunications box/vault.
- iv. No childcare center shall be permitted to operate between the hours of 7:00 p.m. and 6:00 a.m. the following morning unless specifically approved by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals.

H. Home Occupations. The following regulations shall apply to the approval and operation of a home occupation as an accessory use in a dwelling:

- i. No person who is not a permanent resident of the dwelling shall be employed in the home occupation;
- ii. The home occupation shall be clearly incidental and subordinate to the dwelling use. No more than fifteen percent (15%) of the floor area of all buildings on the lot shall be used in the conduct of the home occupation;
- iii. There shall be no change in the outside appearance of the dwelling or lot, or other visible evidence of the conduct of the home occupation. No sign is permitted.
- iv. The home occupation shall not generate traffic in greater volumes than would normally be expected in a residential neighborhood.
- v. No equipment or process shall be used which creates noise, vibration, glare, fumes, odors,

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- or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in the line voltage off the premises.
- vi. Prior to establishing a home occupation, the owner or occupant of the dwelling shall apply and receive approval for a zoning certificate from the Planning and Zoning Administrator.
- I. Pawnbrokering, Bookmaking, Betting, Adult Oriented Businesses.** The following requirements shall apply to the approval and operation of pawnbrokering, bookmaking, betting, scheme/game of chance, massage establishment, body piercing establishment, tattoo establishment, adult bookstore, adult motion picture theater, adult video store: No such conditional use for these uses shall be conducted within one thousand feet (1,000FT) of the property line of any church, childcare center, public or private school, public library, public park lands, or any premises that sell or distribute alcoholic beverages.
- J. Gasoline Stations.** The following regulations shall apply to the approval and operation of gasoline stations:
- i. Parking of employee vehicles, vehicles used in the operation of the business, vehicles awaiting servicing or return to customers after servicing, and vehicles held for disposal shall only be permitted in the locations approved on the site plan. Parking and storage of vehicles not related to the principal use of the site shall not be permitted.
 - ii. Vehicle sales, service, rental, or leasing shall not be permitted on the site unless specifically approved.
 - iii. Retail sales of products other than vehicular fuels shall be permitted only within an enclosed structure which shall comply with all provisions of the district, including requirements for parking. Outdoor display, storage, or sale of goods shall not be permitted on the site unless specifically approved in the conditional use permit and in conformance with the supplementary standards for outdoor display, storage, and sale.
 - iv. Temporary outdoor storage of discarded materials, vehicle parts, scrap and other waste prior to collection shall only be permitted within a storage area completely surrounded by a gated masonry wall six feet (6FT) in height or other screening approved by the Planning and Zoning Administrator or the Board of Zoning Appeals. Such screening shall be set back from residential districts at least ten feet (10FT) and landscaped according to the approved site plan.
 - v. Fuel pumps and canopies shall conform to all requirements of this chapter with regard to height, setbacks, and signs.
 - vi. Air compressor pumps (e.g., for tire inflation) and other outdoor equipment shall be identified on the site plan and shall be located in a manner which minimizes noise impacts on residential areas.
 - vii. Curb cuts shall be limited to two (2) per site. On corner lots, curb cuts shall be limited to one (1) per street.
- K. Drive-Thru Service.** The following regulations shall apply to the approval and operation of drive-thru establishments:

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- i. Loudspeakers shall be located and designed, with volume and hours of operation controlled, in a manner to minimize noise impacts on nearby residential uses.
 - ii. Lanes required for vehicle access to and waiting for use of a drive thru facility shall be designed to have sufficient length to accommodate the peak number of vehicles projected to use the facility at any one (1) time, to provide escape/abort lanes for vehicles desiring to leave the stacking lanes or to avoid disabled vehicles, and to minimize impacts on the use of other required parking or drives or on the use of abutting streets and hazards to pedestrians. The applicant shall provide a traffic study which documents to the satisfaction of the Board the projected vehicular use of the proposed facilities and evidence of compliance with the provisions of this Zoning Code.
 - iii. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may impose restrictions on the hours of operation in order to reduce inappropriate impacts on abutting uses and on street traffic and to ensure compatibility with normal vehicular activity in the district.
 - iv. The applicant shall so design the site plan or otherwise provide assurances as to reduce the impacts of lighting, litter, noise, and exhaust resulting from the facility, especially impacts on nearby residential uses.
- L. Solar Panels and Solar Panel Arrays.** The following regulations shall apply to the installation of solar panels and solar panel arrays:
- i. **Accessory Use.** A solar panel or a solar panel array, in each case, whether freestanding or roof mounted, shall be classified as a permitted accessory use in all zoning districts in the city, subject to the regulations set forth herein. Any solar panel or solar panel array shall be installed in accordance with all applicable building and electrical codes. Except as otherwise, provided herein, solar panels and solar panel arrays shall be installed and located in accordance with the zoning regulations for the base zoning district in which such panels or arrays are to be installed. Applications for solar panels or solar panel arrays shall be submitted to the Planning and Zoning Administrator on the forms provided from time to time.
 - ii. **Roof mounted solar panels and solar panel arrays.** Roof-mounted solar panels or solar arrays shall be located in accordance with the following regulations.
 - 1. **Roof Line.** A roof-mounted solar panel or solar panel array shall not be located so that it extends beyond the roof line in any direction including above and beyond the roof peak.
 - 2. **Roof Height Projection.** When located on a flat roof, solar panels or solar panel arrays shall not be project vertically more than ten feet from the surface of the flat roof. For purpose of this subsection, “flat roof” shall mean any roof that is less than seventeen (17) degrees or 2/12 pitch.
 - 3. **Glare.** Roof mounted solar panels or solar panel arrays shall not be positioned so as to create glare on to adjacent roads, buildings, lots, or rights-of-way.
 - iii. **Freestanding solar panels and solar panel arrays.** Free-standing solar panels or solar arrays shall be located in accordance with the following regulations.
 - 1. **Location.** Freestanding solar panels or solar panel arrays shall not be located in front of any principal building and shall not project past the width of the principal building.
 - 2. **Height.** The maximum height for any freestanding solar panel or solar panel array shall be

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the maximum height of an accessory structure in the base zoning district in which the solar panel or solar panel array is located.

3. **Glare.** Freestanding solar panels or freestanding solar panel arrays shall be located so as not to create glare onto adjacent roads, buildings, lots, or rights-of-way.
 4. **Lot Coverage.** The maximum lot coverage for any freestanding solar panel or freestanding solar panel array shall be ten percent (10%) of the total lot area with the lot coverage being determined based upon the area of the face of the solar panels.
 5. **Screening.** All freestanding solar panels or freestanding solar panels with a ground storage battery shall secure such battery with a secure cover.
 6. **Wind Resistance.** All freestanding solar panels and freestanding solar panel arrays shall be able to withstand velocities of no less than one -hundred and ten (110) miles per hour.
- iv. **Site Plan.** Any application for a solar panel or solar panel array under this section shall be accompanied with a site plan depicting the following items:
1. The location of the panels or panel array;
 2. The height of the panels or panel array;
 3. For roof mounted panels and panel arrays, an overhead view of the roof identifying all vents, chimneys, or other appurtenances, including vertical objects (e.g. trees), that may affect the location of panels;
 4. For freestanding panels and panel arrays, a calculation of the lot coverage of the panels or panel array;
 5. An indication of whether any freestanding panel or panel array has a ground storage battery, and, if so, how such battery will be secured;
 6. The manufacturer cut sheet for the model to be installed; and
 7. Such other information as the Planning and Zoning Administrator may determined to be necessary to evaluate compliance with this section and with the Zoning Code.
- v. **Decommissioning.** The Planning and Zoning Administrator shall be notified in writing by the owner of any previously permitted solar panel or solar panel array upon the permanent discontinuance of energy production, and panels and/or arrays shall be completely removed within nine (9) months of discontinuance of use and the affected area shall be fully restored to its preconstruction condition or better within three (3) months of the date of such removal.

SECTION 1105.15 TELECOMMUNICATIONS FACILITIES.

- A. In recognition of the quasi-public nature of cellular and/or wireless telecommunication systems, it is the purpose of these regulations to: accommodate the need for cellular or wireless telecommunications towers and facilities for the provision of personal wireless/cellular services while regulating their location and number in the City; minimize adverse visual effects of telecommunication towers and support structures through proper siting, design, and screening; to minimize the adverse impacts that telecommunication facilities may have on the health, safety and welfare of the public; to avoid potential damage to adjacent properties from telecommunication tower and support failure; and to encourage the joint use of any new and existing telecommunication towers and support structures to

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minimize the number of such structures. The following requirements shall apply to conditional use permits for wireless telecommunication facilities:

B. Special Application Requirements. A site plan shall include the following:

- i. The total area of the lot;
- ii. The existing zoning of the site and all adjoining lots;
- iii. All public and private right-of-way and easements located on the lot;
- iv. The location of all existing buildings and structures on the lot; all buildings or structures and uses within five hundred feet (500FT) of the tower site; and the proposed location of the wireless/cellular communication tower and all wireless/cellular communication support structures including dimensions, heights, and, where applicable, the gross floor areas;
- v. The location and dimensions for all curb cuts, driving lanes, off-street parking spaces, grades, surfacing materials, drainage plans, illumination of the facility, and landscaping;
- vi. The location of all proposed fences, screening and walls;
- vii. Any other information as may be required by the Board.
- viii. A report prepared by a licensed professional engineer documenting the height, design, proof of compliance with nationally accepted structural standards, and a description of the tower's capacity, which shall include the number and types of antennae it can accommodate.
- ix. For the purpose of demonstrating the necessity for the erection of any new telecommunication tower, any applicant requesting permission to install a new tower shall provide evidence of written communication with all other wireless/cellular service providers who supply service within a one (1) mile radius of the proposed facility requesting use of the other providers' towers for collocation of the applicant's antennae. The contacted provider shall be requested to respond in writing to the inquiry within thirty (30) days. The applicant's letter(s) as well as the responses received shall be presented to the Board to demonstrate the need for a new tower.
- x. The applicant shall also provide evidence of written communication with owners of nearby tall structures within a one (1) mile radius of the proposed tower site, asking permission to install the wireless/cellular antennae on those structures. Tall structures shall include, but not be limited to: smoke stacks, water towers, buildings over fifty feet (50FT) in height, other communication towers, and roadway light poles.
- xi. The facility owner/operator shall present a maintenance plan demonstrating responsibility for the site.
- xii. The applicant shall provide a copy of a permanent easement or appropriate leasehold estate providing for access to the tower site. The access to the tower sight must be maintained regardless of other development that may take place on the site.
- xiii. The communication company must demonstrate proof to the City that the company is licensed by the Federal Communications Commission (FCC).

C. The following additional regulations shall apply to wireless telecommunications facilities

- i. Wireless or cellular telecommunication sites shall be located at least two hundred fifty feet

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- (250FT) from any residential zoning district.
- ii. The setback between the base of the tower or any guy wire anchors and any property line shall be located a distance which is at least forty percent (40%) of the tower's height or fifty feet (50FT), whichever is greater.
 - iii. The maximum height of a telecommunication tower shall be two hundred feet (200FT). The maximum height of the equipment building shall be thirty-five feet (35FT).
 - iv. Maximum size of an equipment building shall be seven hundred and fifty square feet (750SF).
 - v. The minimum lot size and area restriction shall be the same as permitted for any other use in the Innovation Zone.
 - vi. A security fence eight feet (8FT) in height with barbed wire around the top shall completely surround the tower, the equipment building and any guy wires.
 - vii. Towers and antennae shall be designed to withstand wind gusts of at least one hundred miles per hour (100MPH).
 - viii. The tower shall be painted in a non-contrasting gray or similar color to minimize its visibility, unless otherwise required by the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA).
 - ix. No graphics advertising is permitted anywhere on the facility.
 - x. Buffer planting shall be located around the perimeter of the security fence as follows: An evergreen screen shall be planted that consists of either a hedge or evergreen trees that shall provide a minimum of seventy-five percent (75%) opacity year round.
 - xi. The tower shall not be artificially lighted except to assure safety or as required by the FAA.
 - xii. Warning signs shall be posted around the facility with an emergency telephone number of whom to contact in the event of an emergency.
 - xiii. The owner/operator of any telecommunications facility shall design such facility so that additional service providers may add their antennae, platforms, and associated hardware to the structure at a later date. The owner/operator shall negotiate in good faith with other providers for the collocation of other service providers' antennae at the facility, shall cooperate with the City in identifying other wireless/cellular service providers for the purpose of negotiating sublease agreements for collocation of other service providers' antennae at the facility, and shall not interfere or hinder service providers from utilizing the facility.
 - xiv. Where possible, an antenna or tower for use by a wireless/cellular service providers shall be attached to an existing structure or building. A new wireless communication facility shall not be erected if there is a technically suitable space for wireless communication facility available on an existing wireless communication tower or other suitable structure within the applicant's search area. The applicant must demonstrate that a technically suitable location is not reasonably available on an existing structure or that bona fide efforts to negotiate location on structures have been rejected.
 - xv. Any owner of a tower whose use will be discontinued shall submit a written report to the Planning and Zoning Administrator indicating the date on which such use shall cease. If at any time the use of the facility is discontinued for one hundred eighty (180) days (excluding any dormancy period between construction and the initial use of the facility), the Board may declare

COMMON REGULATIONS

- the facility abandoned. The tower owner and the owner of the property upon which the tower is located shall receive written instruction from the Board to either reactive the use within one hundred eighty (180) days or dismantle and remove the facility.
- xvi. If reactivation does not occur within said period, the City may thereafter proceed to move the facility and assess the costs of removal to the owner, as well as certify those costs to the County Auditor as a lien against the property.
 - xvii. In addition to the foregoing requirements, the following standards, items A. through D., shall apply to wireless or cellular telecommunications facilities permitted on a property with an existing use:
 1. The existing use on the property may be any permitted use or lawful nonconforming use in the Innovation Zone, and said use need not be affiliated with the wireless/cellular telecommunication provider.
 2. The telecommunication facility shall be fully automated and unattended on a daily basis.
 3. The vehicular access to the equipment building shall, whenever feasible, be provided along the circulation driveways of the existing use.
 4. Subsequent to approval of a conditional use permit for a telecommunication tower, the owner shall submit building permit applications to the City for any additional antennae proposed to be placed on the tower. A new zoning certificate will not be required, unless the Planning and Zoning Administrator determines that such additions do not conform with the approved conditional use permit.

SECTION 1105.17 CONVERSION OF DWELLING UNITS

- A. In the SR, MUM, RM, and ORD-C, a structure may be converted to accommodate an increased number of dwelling units, provided that the proposed dwellings and lot conform with all requirements for new dwellings in the district, including the permitted number of dwellings, all yard and lot dimensions, floor area for each dwelling, and required parking spaces.

SECTION 1105.19 PERFORMANCE STANDARDS

- A. **Applicability.** Every permitted use and conditional use permit shall conform to the performance standards in this chapter and to the laws and regulations of the State of Ohio and of the federal government. Any use permitted by this Zoning Code may be undertaken and maintained if acceptable measures and safeguards are employed to limit dangerous and objectionable elements to acceptable limits as established by the performance standards. Compliance with these standards shall be required during all times of operation of the approved activity or use.
- B. **Existing Use.** An existing use which does not conform with these performance standards shall not be enlarged or remodeled if: the enlargement or remodeling will cause greater noncompliance with the performance standards which exist at the time of the proposed enlargement or remodeling; or if the nonconforming conditions are not brought into compliance as a result of or concurrently with the enlargement or remodeling.

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- C. Measurement Procedures.** Methods and procedures for the determination of compliance with these performance standards shall conform to applicable methodologies prescribed by this Zoning Code or to applicable standard measurement procedures published by the American National Standards Institute, New York, N.Y., the Manufacturing Chemists' Association, Inc., Washington, D.C. and the United States Bureau of Mines, the National Fire Protection Association, the Ohio Environmental Protection Agency, and other recognized organizations whose standards are acceptable to the Zoning Official.
- D. Studies to Demonstrate Compliance.** When the Planning and Zoning Administrator or the Board of Zoning and Building Appeals determines that either the information provided by the property owner is not sufficient to determine compliance with the performance standards without providing additional studies or expert advice, or that the information provided by the owner is of such nature, complexity, or quantity that the Planning and Zoning Administrator or the Board is not able to make a determination of compliance without additional studies or expert advice, then the Planning and Zoning Administrator shall advise the owner that such studies or advice are required. The Planning and Zoning Administrator and the Board may accept the required studies prepared by qualified professionals engaged by the owner or the owner shall deposit funds with the City as required to pay for such studies or expert advice.
- E. Control of Objectionable Processes and Operations.** The Planning and Zoning Administrator or Board of Zoning and Building Appeals, prior to the issuance of a zoning certificate, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements, including those described in the following performance standards, involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances.
- F. Performance Standards.** The following performance standards shall be applicable to the operation of any use permitted under this Zoning Code.
- i. Fire Hazards.** Any activity involving the use or storage of flammable or explosive materials shall be protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.
 - ii. Radioactivity or Electrical Disturbance.** No activity shall emit dangerous radioactivity at any point or electrical disturbance adversely affecting the operation at any point of any equipment other than that of the creator of such disturbance.
 - iii. Noise and Vibration.** All activities shall comply with the provisions of Section 509.11 of the Code of Ordinances and all other regulations of the City relating to noise and vibration.
 - iv. Smoke Emission.** Smoke shall not be emitted with a density greater than No. 1 on the Ringelmann Chart as issued by the U. S. Bureau of Mines except for flow-off periods of ten minutes duration of one per hour when a density of not more than No. 2 is permitted.
 - v. Odors.** No malodorous gas or matter which is offensive or produces a public nuisance or hazard on any adjoining lot shall be permitted.
 - vi. Air Pollution.** No pollution of air by fly-ash, dust, vapor or other substance which is harmful to health, animals, vegetation or other property, or which can cause excessive soiling shall be permitted.

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- vii. **Glare.** No direct or reflected glare which is visible from any lot outside any Industrial District or from any public street, road or highway shall be permitted.
- viii. **Erosion.** No erosion, by either wind or water carrying objectionable substance onto neighboring properties shall be permitted.
- ix. **Water Pollution.** Pollution of water shall be subject to the requirements and regulations established by the State Water Pollution Control Board.
- x. **Toxic or Noxious Matter.** No use, operation, or activity shall emit or discharge toxic or noxious matter in any form, particularly as identified on the USEPA Extremely Hazardous Substances List, which may be detrimental to the public health, safety or general welfare or which may endanger the natural environment. Provisions for the proper storage, use, and disposal of hazardous and/or toxic materials shall conform to the standards and requirements for such materials established by the USEPA and OEPA.

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1107

NON-
CONFORMITIES

Non-Conformities

SECTION 1107.01 ADMINISTRATION OF NON-CONFORMITIES

- A. The following sets forth the rights of a property owner to continue, enlarge, repair, alter, replace, or discontinue a non-conforming use or structure.
- B. Table 1107.01 A summarizes the decisions relative to nonconformities and the role of each of the administrative, quasi-judicial, quasi-legislative, and legislative reviewing parties.

SECTION 1107.03 APPLICABILITY

- A. Non-conforming uses are declared by this Code to be incompatible with permitted uses in the zones and districts involved. A non-conforming use of a structure, a non-conforming use of land, or a non-conforming use of structure and land in combination, shall not be extended or enlarged after passage of this Code by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses, of a nature which would not be permitted generally in the zone or district involved.

SECTION 1107.05 EFFECT OF ACTUAL CONSTRUCTION

- A. To avoid undue hardship, nothing in this Code shall be deemed to require a change in the plans, construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Code and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially commenced, such substantial excavation, demolition or removal shall be deemed to be actual construction, provided that work is carried on diligently after such excavation, demolition or removal. For the purposes of this Section 9.05 substantial excavation, demolition or removal shall mean the completion of at least 75% of the scope of applicable work

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TABLE 1107.01 A		
DETERMINATIONS OF:	ZONING ADMINISTRATOR	BOARD OF BUILDING AND ZONING APPEALS (BZBA)
ENLARGEMENT		
Application Submitted To:	X	
Decision By:		X
Appeal To:		
REPAIR OR ALTERATION		
Application Submitted To:	X	
Decision By:	X	
Appeal To:		QJ
REPLACEMENT		
Application Submitted To:	X	
Decision By:	X	
Appeal To:		QJ
DISCONTINUANCE		
Application Submitted To:	X	
Decision By:	X	
Appeal To:		QJ

KEY: QJ = QUASI-JUDICIAL DECISION

SECTION 1107.07 SINGLE-FAMILY DWELLINGS

- A. In any zone or district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Code notwithstanding limitations imposed by other provisions of this Code. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district or zone, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district or zone in which such lot is located, except that the minimum side yards may be reduced ten percent (10%) of the width of the lot, provided that no side yard shall be less than the

NON-CONFORMITIES

least of the applicable district or zone regulation and three feet (3FT). Variance of yard requirements shall be obtained only through action of the BZBA.

SECTION 1107.09 CONTIGUOUS LOT

- A. If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Code, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purpose of this Code, and no portion of such parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Code, nor shall any division of any parcel be made which creates a lot width or area below the requirements stated in this Code.

SECTION 1107.11 ALTERATION OF NON-CONFORMING STRUCTURE

- A. No such non-conforming structure may be enlarged or altered in a manner which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
- B. If lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the district under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - i. No existing structure devoted to a use not permitted by this Code in the zone or district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the zone or district in which it is located.
 - ii. Any non-conforming use may be extended throughout any of the parts of a building which were manifestly arranged or designated for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
 - iii. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the applicable zone or district, and the non-conforming use may not thereafter be resumed.
 - iv. Where a non-conforming use has been discontinued, meaning that the structure containing the use has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred, for a period of 24 or more continuous months, the non-conforming use shall be permanently terminated.
 - v. Any non-conforming structure damaged to an extent of more than 75% of its then fair market value, exclusive of foundations, shall not be restored or reconstructed, used or occupied as a non-conforming use. If such damage amounts to 75% or less of the fair market value, the non-conforming structure may be restored, provided a building permit is obtained and that such restoration shall begin within one year from the time of damage. The BZBA may approve the

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reconstruction of a non-conforming structure damaged to a greater extent than permitted herein upon review of a site and design plan submitted in accordance with the requirements for site and design plan submittal under Chapter 1107.

SECTION 1107.13 CONTINUATION OF NON-CONFORMITY

- A. If lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the district under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- i. No existing structure devoted to a use not permitted by this Code in the zone or district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the zone or district in which it is located.
 - ii. Any non-conforming use may be extended throughout any of the parts of a building which were manifestly arranged or designated for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
 - iii. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the applicable zone or district, and the non-conforming use may not thereafter be resumed.
 - iv. Where a non-conforming use has been discontinued, meaning that the structure containing the use has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred, for a period of 24 or more continuous months, the non-conforming use shall be permanently terminated.
 - v. Any non-conforming structure damaged to an extent of more than 75% of its then fair market value, exclusive of foundations, shall not be restored or reconstructed, used or occupied as a non-conforming use. If such damage amounts to 75% or less of the fair market value, the non-conforming structure may be restored, provided a building permit is obtained and that such restoration shall begin within one year from the time of damage. The BZBA may approve the reconstruction of a non-conforming structure damaged to a greater extent than permitted herein upon review of a site and design plan submitted in accordance with the requirements for site and design plan submittal under Chapter 1107.

SECTION 1107.15 REPAIRS AND ALTERATIONS

- A. Repairs, alterations and maintenance work as required to keep said non-conforming structure in sound condition and repair may be made to a non-conforming structure; provided that the total repairs and alterations shall not exceed 50% of the structure's then fair market value.
- B. Nothing in this Code shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

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SECTION 1107.17 EFFECT OF PRIORI REGULATIONS

- A. Chapter 1195 of Ordinance 37-69 (passed May 12, 1969) established requirements for certificates for those lawful non-conforming uses which were established prior to the effective date of that ordinance. The adoption of this Code shall not repeal or diminish those requirements or rights which were applicable to the lawful non-conforming uses which were subject to Ordinance 37-69.
- B. Uses and structures established subsequent to the effective date of Ordinance 37-69 shall have been established in conformance with the provisions of that ordinance and its subsequent amendments in order to be deemed lawful.
- C. Any lawfully existing use or structure existing on the effective date of this Code, which use or structure does not conform with one (1) or more of the provisions of this Code, shall be deemed a non-conforming use or structure under the provisions of this Code. Provided that such non-conforming use or structure was established in conformance with the zoning provisions in effect prior to adoption of this Code, and provided that such use or structure was established under authorization of and in conformance with a permit or other authorization issued by the City, then such use or structure shall be a lawful non-conforming use or structure and shall be permitted to continue under the provisions of this Code.

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1109

ADMINISTRATION AND PROCEDURES

Administration and Procedures

SECTION 1109.01 REVIEW AND APPROVALS SUMMARY

- A. This Chapter sets forth the powers and duties of the Planning and Zoning Administrator, the Board of Zoning and Building Appeals (BZBA), and the Planning Commission relative to the administration and enforcement of this Zoning Code.
- B. The following table summarizes the applications and role of each of the administrative, quasi-judicial, quasi-legislative, and legislative reviews set forth in this Title and the responsible reviewing party:

TABLE 1109.01A				
APPLICATION TYPE	ZONING ADMINISTRATOR	PLANNING COMMISSION	BOARD OF BUILDING AND ZONING APPEALS (BZBA)	COUNCIL
ZONING CERTIFICATES				
Application Submitted To:	X			
Decision By:	A			
Appeal To:			QJ	
VARIANCES				
Application Submitted To:	X			
Decision By:	A		QJF	
Appeal To:				
CONDITIONAL USES				
Application Submitted To:	X			
Decision By:	A		QJF	
Appeal To:				

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TABLE 1109.01A				
APPLICATION TYPE	ZONING ADMINISTRATOR	PLANNING COMMISSION	BOARD OF BUILDING AND ZONING APPEALS (BZBA)	COUNCIL
SIMPLE USE DETERMINATION				
Application Submitted To:	X			
Decision By:			QJ	
Appeal To:				QJ
SITE PLAN REVIEW AND DESIGN REVIEW				
Application Submitted To:	X			
Decision By:	A Standard Plan	QJ major Plan		
Appeal To:				QJ
DESIGN REVIEW				
Application Submitted To:	X			
Decision By:	AMinor		QJ Major	
Appeal To:				QJ
ZONING TEXT AMENDMENT				
Application Submitted To:	X			X
Decision By:		QL		LS
Appeal To:				
MAP/TEXT AMENDMENTQJ				
Application Submitted To:	X			
Decision By:		QL		
Appeal To:				
ZONING ENFORCEMENT				
Application Submitted To:	X			
Decision By:	A			
Appeal To:			QJ	

Key:

A = Administrative Decision

QJ = Quasi-Judicial Decision

QJF= Quasi-Judicial Decision-Final Appealable Decision

QL = Quasi-Legislative Decision

LS = Legislative Decision

X = Responsible for Application Intake and Determination of Completeness

ADMINISTRATION AND PROCEDURES

SECTION 1109.03 PLANNING AND ZONING ADMINISTRATOR

- A. Unless otherwise directed by the Director of Development, the Planning and Zoning Administrator shall have the following responsibilities and powers:
- i. Enforce the provisions of this Code and interpret the meaning and application of its provisions;
 - ii. Receive, review and make determinations on applications for zoning certificates;
 - iii. Issue zoning certificates as provided by this Code and keep a record of same with notations of special conditions involved;
 - iv. Review and process standard site and design plans pursuant to the provisions of this Code;
 - v. Make determinations on whether violations of this Code exist, determine the nature and extent thereof, and notify the owner in writing pursuant to the procedures in this Code;
 - vi. Conduct inspections of buildings and uses of land to determine compliance or noncompliance with this Code;
 - vii. Review, process, and approve or deny applications for conditional use permits pursuant to the provisions of this Code.
 - viii. Maintain permanent and current records required by this Code, including, but not limited to, the Zoning Map, zoning certificates, inspection documents and records of all variances, amendments and Conditional Uses, which shall be made available for use of the Council, Planning Commission, the Board of Zoning and Building Appeals (BZBA) and the public;
 - ix. Determine the existence of any violations of this Code and enforce this Code;
 - x. Revoke a Zoning Certificate or approval issued contrary to this Code or based on a false statement or misrepresentation on the application;
 - xi. Administer the Flood Plain regulations set forth under Chapter 1103 of this Code; and
 - xii. Such other administrative duties as specifically granted to them from time to time by the Mayor or the Director of Development

SECTION 1109.05 PLANNING COMMISSION

- A. The City of Reynoldsburg Planning Commission is established and organized in accordance with Section 7.01, Article VII of the Charter.
- B. The Planning Commission shall have the following powers and duties under this Code and in furtherance of the Charter:
- i. Initiate advisable Zoning Map changes, or changes to the text of the Code where the same will promote the best interest of the public in general through recommendation to the City Council;
 - ii. Review all proposed amendments to this Code, whether map amendment or text amendment;
 - iii. Review plats and subdivision regulations in accordance with Chapter 1111;
 - iv. Review and approve or deny approval of certificates of appropriateness, as provided in Chapter 1109.15 hereof;

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- v. Review of site plans in accordance with Chapter 1109.19 hereof;
 - vi. Establish such reasonable conditions, regulations, and standards in the approval of a district change, site plan and design approval, certificate of appropriateness, or other official action as necessary to ensure a project complies with the purpose and intent of this Code and of the ordinances of the City;
 - vii. Exercise any powers, duties or functions provided to municipal planning commissions by state law that do not otherwise conflict with City Council's ordinances or resolutions, this Code or the Charter; and
 - viii. Such other official action consistent with the powers, duties, or authorities of the Commission as set forth by the provisions of the Charter, this Code, or assigned by City Council.
- C. In furtherance of its duties and powers under this Code and the Charter, the Planning Commission shall operate in accordance with the following procedures:
- i. Three (3) members present shall constitute a quorum of the Planning Commission.
 - ii. All actions taken by the Planning Commission shall be initiated by motion and shall be recorded in the minutes.
 - iii. The Planning Commission shall keep minutes of its proceedings showing the vote of each member upon each application or questions, or, if a member is absent or fails to vote, the minutes shall indicate such fact.
 - iv. Three (3) affirmative votes shall be required for the adoption of any motion.

SECTION 1109.07 BOARD OF ZONING AND BUILDING APPEALS (BZBA)

- A. The City of Reynoldsburg Board of Building and Zoning Appeals (BZBA) is established and organized in accordance with Section 7.02, Article VII of the Charter.
- B. The powers and duties of the BZBA shall be as follows:
- i. To permit exceptions to and variances from the provisions of this Code, as provided in Chapter 1109.13 hereof;
 - ii. To authorize or deny a conditional use permit where the Planning and Zoning Administrator has forwarded an application to the BZBA for review;
 - iii. To authorize the operation of a similar use through the similar use determination process set forth under Chapter 1109.17 hereof;
 - iv. To establish such reasonable conditions, regulations, and standards in the approval of a, conditional use, variance or exception, or other official action as necessary to ensure that the design, construction, and operation of the use or structures subject to such approval are carried out consistent with the purpose and intent of this Code and of the ordinances of the city;
 - v. To make interpretations, upon request of the Planning and Zoning Administrator or upon appeal from any property owner of the city, of the meaning and application of the provisions and illustrations of this Code and of the Zoning Map of the city including:

ADMINISTRATION AND PROCEDURES

1. Determination of the exact boundary lines of districts or zones;
 2. Determination of the meanings of the permitted uses and conditional uses as listed in the districts or zones;
 3. Determination of the rules applicable to the filing of applications, review procedures, and permit issuances; provided however, the BZBA shall not make such interpretations as the City Attorney may determine should be a matter of legislative action by City Council;
- vi. To grant or deny a zoning certificate when the question of the issuance of such certificate is referred to it by the Planning and Zoning Administrator, or when the provisions of this Zoning Code indicate that the Board shall consider such question;
 - vii. To overrule or amend any official action of the Planning and Zoning Administrator when an applicant makes an appeal for such relief and when the Board determines that such action has been contrary to the intent and spirit of this Code. For such purpose, the Board may make null and void any zoning certificate issued or any action taken by the Planning and Zoning Administrator by notifying the Planning and Zoning Administrator and the principal interested party or parties in writing;
 - viii. To hear appeals from the Property Maintenance Code as provided for in that code; and
 - ix. Such other official action consistent with the powers, duties, or authorities of the Board as set forth by the provisions of the Charter this Code or assigned by City Council.
- C. In furtherance of its duties and powers under this Code and the Charter, the BZBA shall operate in accordance with the following procedures:
- i. Three (3) members present shall constitute a quorum of the BZBA;
 - ii. All action taken by the Board shall be initiated by motion and shall be recorded in the minutes. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if a member is absent or fails to vote, the minutes shall indicate such fact; and
 - iii. Three (3) affirmative votes shall be required for the passage of any motion.

SECTION 1109.09 APPLICATIONS

- A. All requests for a decision or approval under this Code begins with the property owner or agent thereof filing an application with the Planning and Zoning Administrator on forms provided from time to time.
- B. A complete application shall include all required submissions and the payment in full of all applicable fees, which shall be proposed from time-to-time by the Mayor and approved by Council.
- C. The Planning and Zoning Administrator will determine whether an application is complete and is ready to be processed. In some instances, an additional application may be deemed necessary by the Planning and Zoning Administrator and, if so, an application will not be deemed to be complete unless and until the all applications are submitted and reviewed and determined to be in accordance with all submittal requirements. The applicant will be notified in writing of any deficiencies in the completeness of the application and shall have 30 days from the date thereof to complete the application or the application will be deemed null and void.

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- D. If a decision on the application is to be made by someone other than the Planning and Zoning Administrator, then the complete application shall be forwarded to the appropriate body for review in accordance with this Code.
- E. Unless otherwise prescribed by this Code or requested by the applicant, the applicable decision-making body or administrator shall render a decision on all applications within sixty (60) days from the original hearing.
- F. The Planning and Zoning Administrator, in consultation with the Director of Development, BZBA, or any additional City staff shall publish application procedures and additional requirements in a document to be known as the Development Handbook, which shall be incorporated here by reference. The Planning and Zoning Administrator shall make the most current version of this document available to the public in a manner that is easily accessible.
- G. In the interest of timely and efficient administration of the provisions of this Code, applicants may submit, and the Board may take action upon, concurrent applications for conditional uses, similar use determinations, variances, and other matters on which the Board is granted authority by this Code. All such concurrent applications shall be submitted in conformance with the applicable provisions of this Code. The Board shall not take such concurrent action if it determines that such concurrent action is not in the best interest of the city.
- H. Unless otherwise prescribed by this code or requested by the applicant, the Board shall render a decision on all applications within sixty (60) days from the original hearing.

SECTION 1109.11 ZONING CERTIFICATE

- A. The submission and review of zoning certificates shall be conducted in accordance with the provisions set forth hereunder.
- B. No use of land, building or structure and no construction or alteration of an existing use, building, or structure shall commence until a zoning certificate is issued by the Planning and Zoning Administrator certifying that the intended use of the premises has been documented, reviewed, and approved in conformance with the provisions of this Zoning Code. A zoning certificate shall only be issued by the Planning and Zoning Administrator subsequent to completion of all procedures and approvals required by this Code.
- C. Except as otherwise provided in this Code, a zoning certificate shall be required before:
- D. An application for a zoning certificate shall be submitted to the Planning and Zoning Administrator and shall include, a plan or plans drawn to scale showing:
 - i. The dimensions and the shape of the lot to be used or built upon;
 - ii. the sizes and locations of existing structures and uses on the lot;
 - iii. the dimensions and locations of proposed structures and uses;

ADMINISTRATION AND PROCEDURES

- iv. the heights of existing and proposed structures;
 - v. a statement detailing the proposed use, which shall be signed by the applicant; and
 - vi. such other documentation as may be necessary to determine conformance with the provisions of this Code.
- E. When the Planning and Zoning Administrator determines that an application for a zoning certificate does not comply with the provisions or intent of this Code, or that an application does not provide sufficient information to determine compliance with this Code, then the Planning and Zoning Administrator shall deny the application and shall not issue a zoning certificate.
- F. The Planning and Zoning Administrator may refer zoning certificates to the BZBA for review.
- G. Within fourteen (14) days of the Planning and Zoning Administrator's denial of a zoning certificate, the applicant may file a written appeal with the BZBA. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the Planning and Zoning.

SECTION 1109.13 VARIANCES

- A. The provisions set forth hereunder shall apply to the review and grant of variances under this Code.
- B. An applicant seeking a variance shall submit a written request for variance on forms provided by the Planning Zoning Administrator together with the applicable fee. In addition to information relating to the subject property and the applicant, the request for a variance shall include the following information:
- i. A description of the nature of the variance requested and a statement demonstrating the extent to which the requested variance conforms to the standards for variance in this Code;
 - ii. (a statement of hardship; and
 - iii. such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.
- C. Before approving or denying a request, the BZBA shall hold at least one public hearing on the matter. The BZBA shall cause notice of the hearing to be made to the public by seven (7) days advance publication, in a newspaper of general circulation in the City, of the place, time, date and the nature of the variance applied for. The BZBA shall also cause the subject property to be posted with a notice of hearing at least seven (7) days prior to the day of the hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. No variance from the strict application of the provisions of this Code shall be granted unless the BZBA makes specific findings of fact, based on the evidence presented to it, which support conclusions that the variance conforms to the following standards:
- i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.

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- ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 - iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 - v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
- E. In granting any variance, the BZBA shall establish such conditions as are necessary to secure substantially the objectives of this Code. Any violation of such conditions and safeguards, when they have been made a part of the terms under which the variance has been granted, shall be deemed a violation of this Code.
- F. No action of the BZBA granting a variance shall be valid for a period longer than twelve (12) months from the date of such action unless the zoning certificate is obtained within such period, and the erection or alteration of a structure is started or the use is commenced within such period.
- G. The BZBA shall not accept a new application for a variance that has been previously denied within twelve (12) months of denial.

SECTION 1109.15 **CONDITIONAL USES**

- A. Reviews of applications for conditional uses shall be conducted by the Planning and Zoning Administrator in accordance with the provisions set forth under this section; provided however, if, the Planning and Zoning Administrator determines in his or her professional opinion that an application

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warrants public review, then the Planning and Zoning Administrator shall forward such application to the BZBA for review. The intent of the procedure for authorizing a conditional use is to set forth the development standards and criteria for locating and developing conditional uses in harmony with the character of the surrounding area, conditions of development and with regard to appropriate laws.

- B. In addition to such standard information regarding the subject property and the applicant, the application for a conditional use shall contain the following:
 - i. description of the zoning district and existing uses of adjacent lots;
 - ii. a statement of the conditional use for which the application is submitted,
 - iii. including a description of the activities proposed on the subject property, the goods and services sold or provided, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will assist the BZBA with understanding the nature of the proposed use and its potential impacts;
 - iv. a plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
 - v. a narrative statement describing the compatibility of the proposed use with the existing uses of adjacent lots and with the Land Use Plan, including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;
 - vi. a narrative addressing each of the applicable criteria set forth in the standards and requirements for all conditional uses set forth below. and, as applicable, the supplementary requirements for special uses set forth under the applicable district or zone regulations.
 - vii. Such other information as the BZBA deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations. Such additional information may include, but shall not be limited to:
 1. Traffic impact analysis;
 2. Storm water impact analysis; and/or
 3. Utility impact analysis.
- C. When review of an application for a conditional use permit is forwarded by the Planning and Zoning Administrator to the BZBA, before approving or denying a request for a conditional use, the BZBA shall hold at least one public hearing on the matter. The BZBA shall cause notice of the hearing to be made in accordance with its standard process for providing notice of a hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. Upon reviewing an application for a conditional use, the Planning and Zoning Administrator or the BZBA, as applicable, shall consider whether the application provides adequate evidence that the proposed conditional use is consistent with the following standards:
 - i. The proposed use shall be in harmony with the existing or intended character of the zone or district and nearby affected zones and districts and shall not change the essential character of the zones and districts;

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- ii. The proposed use shall not adversely affect the use of adjacent property;
 - iii. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
 - iv. The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
 - v. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district;
 - vi. The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
 - vii. The proposed use complies with the applicable specific provisions and standards of this Code;
 - viii. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
- E. After review of the application and any additional information presented by the applicant, the Planning and Zoning Administrator or the BZBA, as applicable, shall take action to:
- i. Approve the conditional use, based upon findings of compliance with the standards and requirements of this Code and subject to conditions to ensure compliance with this Code; or
 - ii. deny the conditional use, upon finding that the application does not comply with the provisions of this Code
- F. In approving a conditional use, the Planning and Zoning Administrator or the BZBA, as applicable, may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of this Code, to protect the character of the surrounding properties and neighborhood affected by the proposed use, and to mitigate the special impacts of the use. Such conditions may include, but shall not be limited to:
- i. Locations, setbacks, and configurations of structures and of uses of interior and exterior space;
 - ii. Screening comprised of landscaping, walls, fencing or other materials or construction;
 - iii. Access points and traffic management provisions, including those impacting vehicular and pedestrian access, and the locations and design of parking facilities;
 - iv. Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
 - v. Other features of construction, including but not limited to paving and parking, signs, and landscaping;
 - vi. Hours and method of operation;
 - vii. Maintenance of the site, structures, and landscaping;
 - viii. Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
 - ix. A time limit for operation of the use, if temporary operation is determined to be a typical

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- characteristic of the proposed use or otherwise appropriate given unique circumstances of the proposed use.
- G. Subsequent to approval by the Planning and Zoning Administrator or the BZBA, and compliance with all applicable conditions of such approval and of this Zoning Code, the Planning and Zoning Administrator shall issue a zoning certificate stating the conditional use and all conditions of its approval.
 - H. Approval of a conditional use shall be void upon the occurrence of any or all of the following:
 - i. The applicant fails to commence construction of the structure in which the approved conditional use is to be conducted within one (1) year of the date of approval;
 - ii. the applicant fails to commence the operation of the conditional use within six (6) months of the date of the approval, where such use is to be conducted in an existing structure; and/or
 - iii. The conditional use is operated in a manner which violates any condition of the approval.
 - I. The Planning and Zoning Administrator shall review all approved conditional use permit applications six (6) months after final action to determine if the approved use is in operation and otherwise in compliance with all conditions of approval. Upon such six (6) month review the Planning Zoning Administrator shall proceed in accordance with the circumstances outlined below:
 - i. If the Planning and Zoning Administrator finds the conditional use to be in operation and in compliance with the conditions of approval, the Planning and Zoning Administrator shall notify the BZBA and Council of such compliance.
 - ii. If the Planning and Zoning Administrator finds that construction has not begun, the Planning and Zoning Administrator shall record that information for an additional six (6) month review, and shall notify the BZBA and Council of such inaction.
 - iii. If the Planning and Zoning Administrator finds a use in an existing structure or building not to be in operation, the permit and zoning certificate shall be deemed revoked and the Planning and Zoning Administrator shall notify the applicant of such revocation as well as the BZBA and Council. Upon such revocation, the applicant shall have the right to appeal that decision of the Planning and Zoning Administrator to the BZBA and request the BZBA allow up to one (1) additional six (6) month period to begin operation following the administrative appeal procedure.
 - J. Whenever the Planning and Zoning Administrator determines that a conditional use is being operated in a manner that violates any condition of the use's approved permit, the permit and zoning certificate shall be considered revoked. The Planning and Zoning Administrator shall notify the permit holder as such, who shall immediately discontinue operation of the use:
 - i. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the BZBA and Council. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator to the BZBA following the administrative appeal procedure. Upon appeal, the BZBA shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.

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- ii. If this determination is made at any other time, the Planning and Zoning Administrator shall notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator following the normal administrative appeal procedure. Upon appeal, the BZBA shall have the power to uphold the revocation or reapprove the permit.
- K. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the BZBA and Council. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator to the BZBA following the administrative appeal procedure. Upon appeal, the BZBA shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.
- L. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
- M. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the BZBA.
- N. Appeals of decisions of the Planning and Zoning Administrator may be taken to the BZBA pursuant to the procedures set forth under Chapter 1109.25 hereof. Appeals of decisions of the BZBA may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.

SECTION 1109.17 SIMILAR USE DETERMINATION

- A. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
- B. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the BZBA.
- C. Appeals of decisions of the Planning and Zoning Administrator may be taken to the BZBA pursuant to the procedures set forth under Chapter 1109.25 hereof. Appeals of decisions of the BZBA may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.
 - i. Such use is not listed in any other zone or district as a permitted use;
 - ii. Such use has characteristics and impacts consistent with those of one (1) or more of the permitted uses in the district; and such use has characteristics and impacts more consistent with those of the permitted uses of the zone or district than with the permitted uses of any other district;
 - iii. The establishment of such use in the zone or district will not significantly alter the nature of the district;
 - iv. Such use does not create dangers to health and safety and does not create offensive noise,

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- vibration, dust, heat, smoke, odor, glare, traffic, or other objectionable impacts or influences to an extent greater than normally resulting from permitted uses listed in the zone or district; and
- v. Such use does not typically require site conditions or features, building bulk or mass, parking lots or spaces, or other requirements dissimilar from permitted uses; and the typical development of site and buildings for such use is compatible with those required for permitted uses and can be constructed in conformance with the standard regulations for height, lot dimensions, setbacks, and other provisions of the zone or district.
- D. A similar use shall be heard by the BZBA in accordance with the notice provisions applicable to a conditional use.
 - E. Based upon the application of the foregoing factors, the BZBA shall determine whether a proposed use should be or should not be determined to be a similar use for the district or zone. Appeals of any similar use determination shall be heard by City Council in accordance with the appeals provisions set forth under Chapter 1109.25 hereof.
 - F. Following the approval of any similar use determination, the Planning and Zoning Administrator shall conduct the six (6) month review applicable to conditional uses and make such determinations and reports as provided for under Chapter 1109.15(J) hereof.
 - G. Within fourteen (14) days of the BZBA's denial of a similar use determination, the applicant may file a written appeal with City Council. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the BZBA shall have waived such right to appeal, and the decision of the BZBA shall become final.

SECTION 1109.19 SITE PLAN AND DESIGN REVIEW

SITE PLAN AND DESIGN REVIEW	WHEN APPLICABLE....
Standard Site Plan and Design Review	Any non-residential development, building addition, or site improvement, other than a fence or accessory structure under 5,000 square feet (200SF)
Major Site Plan and Design Review	Any non-residential development, which involves more than five thousand square feet (5,000SF) of structure or building; Any non-residential development proposal which seeks to deviate from the district regulations applicable to the subject property, including but not limited to deviation from landscape requirements, lighting requirements and design elements. Any non-residential development impacting or adjacent to an environmentally sensitive feature. Any non-residential development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.

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- A. **Applicability.** Except as otherwise provided herein or elsewhere in this Zoning Code, standard site plan and design review or major site plan and design review is required for all non-residential development in any district in accordance with the provisions contained herein. The Planning and Zoning Administrator shall conduct standard site plan and design review and the Planning Commission shall conduct major site plan and design review, in each case, as provided below.
- B. **Standard Site Plan and Design Review.** Standard site plan and design review shall be required for any development, building addition, or site improvement, other than a fence or accessory structure under five thousand square feet (5,000SF), that does not otherwise require major site plan and design review as described below.
- C. **Standard Site Plan and Design Review—Application.** An application for standard site plan and design plan review shall be submitted to the Planning and Zoning Administrator and shall include the following information:
 - i. A vicinity map showing the location of the proposed development in relationship to the surrounding area including major thoroughfares.
 - ii. A site plan illustrating the following:
 - 1. The dimensions of property lines, parcel dimensions and adjoining rights-of-way.
 - 2. The names and addresses of all adjoining property within one hundred fifty feet (150FT) of the proposed development.
 - 3. The current zoning of the parcel and all adjacent parcels.
 - 4. The location of proposed buildings and structures.
 - 5. The location of existing water bodies, streams, drainage ditches, stands of trees and other pertinent features within one hundred fifty feet (150FT) of the proposed development.
 - 6. Setbacks and building separations shall be noted in accordance with zoning requirements.
 - iii. A landscape plan that illustrates the applicable district requirements;
 - iv. A transportation and parking plan that addresses the applicable district requirements, including parking requirements;
 - v. A lighting plan that addresses the applicable district requirements;
 - vi. An architectural plan that addresses the applicable district design requirements; and
 - vii. Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.
- D. **Standard Site Plan and Design Review—Review and Approval or Denial.** Any applicant requesting standard site plan and design review shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as the Planning and Zoning Administrator may require. Within thirty (30) days of filing a complete application, the Planning

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and Zoning Administrator shall act upon the application for standard site plan and design review based upon the applicable district regulations, and other applicable regulations, standards, and design guidelines of the City. If the Planning and Zoning Administrator determines that the proposed development complies with the applicable standards of the applicable districts, then, the Planning and Zoning Administrator shall issue a zoning certificate. If the Planning and Zoning Administrator determines that the proposed development does not comply with the applicable standards of the applicable district, then the Planning and Zoning Administrator shall deny the application and state the reasons for such denial in writing.

- E. Major Site Plan and Design Review. Major site plan review shall be required for the following forms of development in any district:
 - i. Any non-residential development, which involves more than five thousand square feet (5,000SF) of structure or building;
 - ii. A development proposal which seeks to deviate from the district regulations applicable to the subject property, including but not limited to deviation from landscape requirements, lighting requirements and design elements;
 - iii. A development impacting or adjacent to an environmentally sensitive feature; or
 - iv. A development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.
- F. Major Site Plan and Design Review—Application. An application for major site plan and design review shall be submitted to the Planning and Zoning Administrator and shall include the following information:
 - i. All materials required for standard site plan and design review as set forth above;
 - ii. A basic utility plan;
 - iii. A plot-grade-utility plan shall be submitted to the Director of Development for review and approval prior to issuance of a zoning certificate for any development that qualifies for site plan review. The Director of Development shall have the power to require a plot-grade-utility plan for minor or residential site plans upon finding that the scale of the project's infrastructure warrants review by the City. A plot-grade-utility plan shall only be approved subsequent to and in conformance with an approved site plan.
 - iv. Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.
- G. Site Plan and Design Review—Conditions. In accordance with the site plan and design review procedures contained in this chapter, the Planning and Zoning Administrator or the Planning Commission, as applicable, may place such reasonable conditions on the approval of a site plan that may be required to address the standards for review set forth herein or are otherwise consistent with the purpose and intent of this Zoning Code.

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- H. **Approved Site Plan—Modifications.** The Director of Development or his or her designee, may approve such adjustments to an approved site plan as are required for engineering purposes such as proper function of utilities or to accommodate soil conditions. Such adjustments shall meet the following conditions:
- i. The adjustment is required in order to ensure the life-safety, proper function of the site utilities or building, or to comply with the regulations of a State or Federal agency;
 - ii. The adjustment is as de minimis as possible to correct the engineering issue;
 - iii. The adjustment does not increase the impervious surface on the subject property by more than one hundred square feet (100SF) as compared to the impervious surfaces contemplated on the approved site plan;
 - iv. The adjustment shall not be used to add any additional uses or tenants;
 - v. The adjustment does not increase the number of curb cuts on a public street; and
 - vi. The adjustment does not violate any specific condition of the approved site plan.
- I. **Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- J. **Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- K. **Site Plan—Appeals.** The BZBA shall hear all appeals of individuals who are directly affected by a decision of the Planning Commission or Planning and Zoning Administrator when such appeal is properly and timely filed as required by this chapter. An applicant refused such certificate shall appeal in writing to the BZBA within fifteen (15) days of the date of refusal by the applicable decision-making body. BZBA shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request.

SECTION 1109.21 CERTIFICATE OF APPROPRIATENESS—OLDE REYNOLDSBURG DISTRICTS.

- A. **Certificate of Appropriateness (COA).** A certificate of appropriateness must be obtained prior to commencing new construction or any exterior remodeling, reconstruction or other exterior building modifications of non-residential structures located within the Olde Reynoldsburg Districts. The Planning and Zoning Administrator shall not issue a zoning certificate prior to the Planning Commission's review and approval of a certificate of appropriateness in accordance with the provisions of this chapter. The Planning and Zoning Administrator shall review all zoning certificate applications for projects within the design review districts exempted from a COA by this section or any other section

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of this Zoning Code, for compliance with the standards of Section design guidelines adopted by the Planning Commission or City Council. If in the professional opinion of the Planning and Zoning Administrator, the proposed project does not meet those standards or design guidelines, a certificate of appropriateness from the Planning Commission shall be required.

- B. Application for COA. All applications and attachments for a COA shall be made to the Planning and Zoning Administrator at least thirty (30) days prior to a regularly scheduled meeting of the Planning Commission.
- C. Exception to COA. A certificate of appropriateness shall not be required in the case of customary building maintenance activities that do not alter the building material types or exterior colors.
- D. COA Review. The Planning Commission shall review an application for a COA to determine if proposed new construction or alteration to an existing non-residential structure promotes, preserves and enhances the overall architectural character and integrity of the Olde Reynoldsburg Neighborhood District or Olde Reynoldsburg Center District, as applicable, and to endeavor to assure that the proposed structure or alteration would not be at variance with existing non-residential structures within such district. In considering the new construction or alteration, the Planning Commission shall evaluate the application based whether the proposal:
 - i. Enhances the attractiveness and desirability of the district;
 - ii. Encourages the orderly and harmonious development in a manner in keeping with the overall character of the district.
 - iii. Improves residential amenities in any adjoining residential neighborhood.
 - iv. Enhances and protects the public and private investment in the value of all land and improvements within the district.
 - v. Satisfies the applicable guidelines set forth under Chapter 1103; and
 - vi. Overall effects of the project or development on the appearance and environment of the district.
- E. Time for Decision on COA. The Planning Commission shall render a decision on all applications within sixty (60) days from the original hearing of the Planning Commission unless additional time is requested by the applicant. Upon approval by the Board, the Planning and Zoning Administrator shall issue a COA to the applicant.
- F. Other Land Use Approvals. An application for a COA in which the design under consideration would require a variance granted by the BZBA or a site plan and design review by the Planning Commission prior to construction shall not be considered until a final determination has been made on all required variances or site plan and design reviews. If during the course of a review, the BZBA or Planning Commission determines that a zoning variance or other approval will be required in order to implement the proposal under consideration, it shall suspend further action on the application until such time as the additional approval has been heard and approved by the BZBA or the application has been amended to eliminate the need for such additional approval.
- G. Appeal of COA. The BZBA shall hear all appeals of individuals who are directly affected by a decision of the Planning Commission when such appeal is properly and timely filed as required by this chapter.

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An applicant refused such certificate shall appeal in writing to BZBA within thirty (30) days of the date of refusal by the Planning Commission. The BZBA shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request. A resolution stating the decision of BZBA shall be introduced and passed at the next regular meeting following the hearing.

SECTION 1109.23 ZONING MAP (REZONING) AND TEXT AMENDMENTS

- A. In conformance with the provisions of the City Charter, ordinances or resolutions establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code shall be initiated by a member of Council.
- B. Any person having an interest in property in the City may petition City Council to initiate such ordinance or resolution by making an application to the Planning and Zoning Administrator. The Planning and Zoning Administrator shall review the application for compliance with the provisions of this chapter and forward it to the Clerk of Council.
- C. The Planning Commission may recommend amendments, revisions, changes, or repeals of zoning districts, uses, regulations, or other provisions of this Zoning Code. When the Planning Commission makes an advisory recommendation to City Council, the application requirements and fees shall not apply.
- D. When a person or persons having an interest in a lot or lots in the City petitions City Council for an amendment to the Zoning Code which involves changing the zoning district assigned to the lot(s), then such petition shall be made in the following form which shall be known as the development plan, unless such requirements are waived by City Council:
 - i. Correct legal description of the lot(s);
 - ii. The names and addresses of the owners of lot(s) contiguous or directly across the street from the subject lot(s);
 - iii. Existing topography at two-foot (2FT) contour intervals of the subject lot(s) and extending at least three hundred feet (300FT) outside of the proposed lot, including lot lines, easements, street rights-of-way, existing structures, trees and landscaping features thereon;
 - iv. The proposed vehicular and pedestrian traffic patterns;
 - v. The location of all existing and all proposed structures;
 - vi. The proposed assignment of use and subdivision of land including private land and common land;
 - vii. Preliminary plans of all structure types;
 - viii. Deed restrictions and protective covenants;
 - ix. A schedule for construction;
 - x. Traffic impact study;

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- xi. Utilities impact study;
 - xii. Drainage impact study; and
 - xiii. Such other relevant information as City Council may require to determine the propriety of initiating the ordinance for district change.
- E. In conformance with the Charter, subsequent to initiation by a member of Council of an ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code, the presiding officer of Council shall, immediately after the first reading of the ordinance or resolution, set a date for a public hearing before a joint meeting of Council and the Planning Commission, to be held not earlier than fifteen (15) days after the first reading.
- F. Immediately after the hearing, a copy of the ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code and, if applicable, the development plan, shall be referred to the Planning Commission. The Planning Commission shall recommend such conditions or amendments with respect to the ordinance or resolution and, if applicable, the development plan, as it deems reasonable and necessary. Within thirty (30) days of referral, the Planning Commission shall return to the Clerk of Council the written recommendations of a majority of the members of the Planning Commission.
- G. The Planning Commission and City Council shall give consideration to the following standards in making recommendations and taking action with regard to proposed district changes:
- i. The compatibility of the proposed zoning district and the features of the proposed development plan with the characteristics of the site and of the surrounding areas;
 - ii. The potential impacts of the proposed uses of the district in terms of traffic, storm water, utility demand, noise, and other impacts;
 - iii. The impacts of the proposed district and development plan on the health, safety, welfare, and morals of the community; and
 - iv. The compatibility of the proposed district and development plan with a comprehensive plan, or any area plans, to surrounding zoning districts, and to existing and planned land uses.
- H. At the next meeting of Council subsequent to receiving the recommendations of the Commission, the ordinance or resolution shall be given its second reading.
- I. Council may adopt, deny, or adopt with modifications the recommendations of the Commission. A development plan, along with any conditions or amendments to the petition, shall, upon adoption by Council, become part of the district change and shall be deemed incorporated by reference into legislation amending the district. The development plan, conditions, and amendments shall bind any future development or use of the subject lots.
- J. A concurring vote of at least three fourths ($\frac{3}{4}$) of the membership of Council shall be necessary to pass any zoning ordinance or resolution which differs from the written recommendations of the Planning Commission, but in no event shall an ordinance or resolution be considered as having passed unless it receives at least a majority vote of the members of Council.
- K. After a proposed district change is denied by City Council, at least twelve (12) months shall elapse

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before another petition for a district change for the same lot(s) to the same district can be considered.

- L. L.A development plan may be amended following the same procedure and standards for approval of the original district amendment.
- M. The development plan as approved by Council, shall constitute an amendment of the official Zoning Map and a supplement to the Zoning Code as it applies to the land included in the approved district amendment. The approval shall be for a period of two (2) years to allow the approval of a zoning certificate and building permit, if required.
- N. If a zoning certificate or building permit is not acquired within the two (2) year period, the approval shall become void and the lot or parcel shall revert to its last previous zoning district applied.
- O. An extension of the time limit may be approved by the Planning Commission. Such approval shall be given upon a finding of evidence of reasonable effort toward the accomplishment of the original development plan within the time limit, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of this Code.

SECTION 1109.25 APPEALS

- A. Any person directly affected by a decision of the Planning and Zoning Administrator or a notice or order issued under this Zoning Code shall have the right to appeal to the BZBA, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of this code do not fully apply.
- B. Unless otherwise provided in this Code, an applicant refused such approval, exception, certificate or variance shall appeal in writing to Council within thirty (30) days of the date of refusal by the BZBA. The Council shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request. A resolution stating the decision of Council shall be introduced and passed at the next regular meeting following the hearing.

SECTION 1109.27 VIOLATIONS; REMEDIES

- A. In the event of a violation of any provision of this Code, or imminent threat thereof, the City, or the owner of any contiguous or neighboring property who would be especially damaged by such violation, in addition to any other remedies provided by law, may institute a suit for injunction to prevent or terminate such violation. The City may file for a judgement for damages if the violation is deemed to have caused damages to the City.
- B. Unless otherwise provided in this this Code, all zoning certificates, permits or other approvals granted by the Planning and Zoning Administrator, Planning Commission or BZBA, shall be valid for a period of one (1) year from date of approval by the BZBA or date of issue by the Planning and Zoning

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Administrator.

- C. Once a building permit is secured, a zoning certificate, permit or other approval shall be considered to expire when that building permit expires.
- D. Within that period, that applicant must complete the following for the proposed improvement:
 - i. If required, submit a subsequent zoning application;
 - ii. If required, secure a building permit; and
 - iii. If no other permits are required, construct the proposed improvement.
- E. Any application that is incomplete or otherwise unissued by the Planning and Zoning Administrator shall expire one (1) year from the date of application.
- F. One (1) additional period of six (6) months may be granted by the Planning and Zoning Administrator upon finding that unique circumstances warrant the additional time and that the conditions upon which approval was granted have not changed.
- G. Any person, firm or corporation who violates any regulation, provision or amendment of this Code, or fails to obey any lawful order of the Planning and Zoning Administrator, shall be fined not more than two hundred fifty dollars (\$250.00). A separate offense shall be deemed committed for each and every day during or upon which such illegal location, erection, construction, reconstruction, enlargement, change, maintenance or use occurs or continues.

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Subdivision Regulations

SECTION 1111.01 VARIANCES

- A. In cases where it is deemed that hardships, topography or other factual deterrent condition prevail, variations and exceptions from the dimensional standards and improvement requirements as set forth in the Subdivision Regulations may be recommended by the Planning Commission, but must be approved by Council

SECTION 1111.03 APPROVAL OF SUBDIVISION WITHOUT PLAT

- A. Notwithstanding any other provisions of the Subdivision Regulations, a proposed division of a parcel of land along an existing public street, whether the parcel to be divided fronts on the street or has access to it by private right of way or private driveway, not involving more than five lots after the original tract has been completely subdivided, may be submitted to the Planning Commission for approval without plat. If the Planning and Zoning Administrator, acting on behalf of the Commission, is satisfied that the proposed subdivision complies with all applicable platting, subdividing or zoning regulations, they shall approve the proposed subdivision and, on presentation of a conveyance of the parcel, shall stamp the same "approved by the Planning Commission; no plat required.". The Planning and Zoning Administrator may require the submission of a sketch and such other information as is pertinent to determining compliance with this section. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

SECTION 1111.05 PRELIMINARY PLAT

- A. **Sketch may be Submitted for Suggestions.** The owner of land who desires to subdivide it shall submit a sketch of the plat to the Planning Commission for its comments and suggestions. The owner can then make such corrections and changes as agreed upon before preparing and submitting his preliminary plat for consideration.

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- B. Copies of Preliminary Plat To Be Submitted.** The owner of land who desires to subdivide it shall submit six (6) copies of a preliminary plat along with six (6) copies of a general layout of all site improvements to be installed on the entire tract of land to be developed even if the owner or developer only intends to initially develop only a part of the tract, to the Planning Commission twenty-one (21) days prior to a regular meeting of the Commission. A copy of the general layout of all site improvements attached to a copy of the plat shall be in the possession of each member of the Commission for a minimum period of seven (7) days before consideration for approval.
- C. Fees.** A fee shall be paid at the time of submission of the preliminary plat as stated in this Code.
- D. Contents of Preliminary Plat**
- i. The preliminary plat shall contain the following, and be prepared by a licensed professional engineer in the State of Ohio:
 1. The scale, with a minimum of one inch to equal one hundred feet;
 2. The proposed name of the subdivision;
 3. Key map showing location within the City;
 4. Names and addresses of owners, developers and the surveyor who made the plat;
 5. Date;
 6. North point; and
 7. Legal description of parcel being subdivided.
 - ii. The following existing conditions shall be shown on the plat:
 1. Boundary lines and approximate acreage included matching the provided legal description;
 2. Locations, widths and names of all existing or previously platted streets or alleys, and proposed thoroughfare locations as shown on the official City Thoroughfare Plan, railroad and utility rights of way, parks and public open spaces, permanent buildings and structures, all section and corporation lines within or adjacent to the tract;
 3. Existing sewers, water mains, culverts and other underground facilities within the tract, indicating pipe sizes, elevations and grades, if readily available, and locations, if known or available;
 4. Boundary lines of adjacent tracts of unsubdivided and subdivided land;
 5. Existing zoning restrictions;
 6. Existing contours, with intervals of five feet where the slope is greater than ten percent and not more than two feet where the slope is less than ten percent;
 7. Drainage channels, wooded areas, water courses and other significant physical features;
 8. Existing and proposed easements.
 - iii. All elevations on the preliminary plat shall be based on NAVD (North American Vertical Datum) 1988 datum.
 - iv. The following proposed conditions shall be shown:
 1. Layout of streets and right-of-way widths;

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2. Layout, numbers and dimensions of lots including total square footage;
 3. Parcels of land intended to be dedicated or temporarily reserved for public use;
 4. Building setback lines shown graphically with dimensions;
 5. Indication of any lot on which a use other than residential is proposed by the owner;
 6. Names of new streets which shall not duplicate names of any existing dedicated street within the County and/or its incorporated areas;
 7. New streets which are extensions of or in alignment with existing streets which shall bear the names of the existing streets of which they are extensions or with which they are in alignment;
 8. Bearings and dimensions of lot, parcel, and right-of-way boundaries; and
 9. Proposed landscaping, if any.
- v. All new streets shall be named in the following manner and shall be subject to the approval of the Planning Commission:

GENERAL DIRECTION	OVER 1,000 FEET IN LENGTH	UNDER 1,000 FEET IN LENGTH
North and south	Streets	Places
East and west	Avenues	Courts
Diagonal	Roads	Ways
Curving	Drives	Circles

- vi. The general layout of all site improvements attached to the preliminary plat shall be for the entire tract of property even if the owner or developer only intends to initially develop a part of the entire tract and such general layout is to provide for the extension of improvements to the boundary of the proposed subdivision to serve adjoining land.
- E. Approval of Preliminary Plat.** When a plat is filed with the Planning Commission, the Planning and Zoning Administrator shall examine it to determine whether or not it complies with the requirements of Section 1111.01(A) through (D). The Planning and Zoning Administrator shall then refer the plat to the City Engineer. If the plat does not meet the requirements, the Planning and Zoning Administrator shall return it to the owner who shall revise and refile it, and additional fees may apply. If the plat meets the requirements, the Planning and Zoning Administrator shall lay it before the Planning Commission at its next meeting. The Commission shall thereupon examine it and approve it or conditionally approve it within thirty (30) days if it is satisfied that it complies, or will comply after minor changes, in all respects with this chapter. The approval or the conditions of approval of the Planning Commission will be indicated in writing on two (2) copies of the preliminary plat which will be returned to the owner and surveyor. The remaining four (4) copies bearing the notation of approval shall remain on file, available to the public. The approval of a preliminary plat shall be effective for a maximum period of twelve months, unless extended by the Planning Commission.

SECTION 1111.07 FINAL PLAT

- A. The general layout of all site improvements attached to the preliminary plat shall be for the entire tract of property even if the owner or developer only intends to initially develop a part of the entire tract and

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such general layout is to provide for the extension of improvements to the boundary of the proposed subdivision to serve adjoining land.

- B. The general layout of all site improvements attached to the preliminary plat shall be for the entire tract of property even if the owner or developer only intends to initially develop a part of the entire tract and such general layout is to provide for the extension of improvements to the boundary of the proposed subdivision to serve adjoining land.

SECTION 1111.09 ADDITIONAL REQUIRED INFORMATION

- A. A final plat shall contain the following additional information, and be prepared and sealed by a licensed professional engineer in the State.
- i. Boundary of plat based on an accurate traverse with angular and lineal dimensions;
 - ii. True angle and distance to the nearest street intersection, accurately described on the plat;
 - iii. Municipal, township, county or section lines accurately tied to the lines of all chord dimensions;
 - iv. Radii, internal angles, points of curvature, tangent bearings and lengths of all chord dimensions;
 - v. All lot numbers and lines with accurate dimensions in feet and hundredths and bearings in degrees and minutes;
 - vi. Accurate location of all monuments, which shall be composed and/or located as follows:
 1. Be composed of a durable material;
 2. Be a minimum length of thirty inches (30IN);
 3. Of a minimum cross-section area of material of two tenths square inches (one inch (1IN) in diameter);
 4. Be identified with a durable marker bearing the Surveyor's Ohio Registration number and/or name or company name;
 5. Be detectable with conventional instruments for finding ferrous or magnetic objects;
 6. Placed with the top at the existing grade elevation.
 7. One such monument shall be placed at each extreme corner of the subdivision. All lots must be marked with steel pins, and such pins must be in place after a building is completed. The Building Official shall confirm that lot pins are in place on the final occupancy permit.
 - vii. Exact location, width and name of all streets or other public ways; and
 - viii. Known easements, accurately located and stating the purpose for which they are intended. Easements may be added or revised on the final plat after final plat approval. Easements added to the final plat or revised on the final plat require the approval of the City Engineer and the Director of Public Service and said approvals are to be entered on the final plat. The owner or developer shall offer an easement for television cable and television cable equipment within the easement(s) shown on the final plat. The easement shall be granted at no expense to the television cable owner/operator, if the cable operator installs the necessary television cable and television cable equipment in the utility trench during the time the trench is open for the installation of

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other utilities. Otherwise, the owner, developer or City may revoke the offer of an easement.

B. A final plat shall also contain:

- i. A certificate by a registered professional land surveyor that the plat represents a completed survey and that the monuments shown exist as located or will be set following construction and that all dimensional and geodetic details are correct.
- ii. Notarized certification by the owner or owners of the adoption of the plat and the dedication by them to public use of the streets and other public areas shown on the plat. The signatures of the owner(s) are required prior to the obtaining of any City Official's signature on the plat. No property shall extend to the center of a right of way.
- iii. Proper form for the approval of the Planning Commission with space for the signature of the Chairman.
- iv. Space for approval by signature of the City Engineer and Director of Public Service.
- v. Proper form for approval and acceptance by Council, showing ordinance number and provisions for signature by the Clerk of Council.
- vi. Space for approval, by signature of the City Engineer and Director of Public Service, of easements added to or revised on the final plat.
- vii. Space for transfer by the County Auditor and recording by the County Recorder. A statement of the expiration date of the City approval shall be placed just ahead of the space provided for the County Auditor's signature.
- viii. A topographic survey prepared by an Ohio registered professional surveyor using the North American Vertical Datum of 1988 (NAVD88) reflecting flood way, floodway fringe, base flood elevations and property lines of the plat under consideration for development.

C. Copies to be filed with Clerk. One (1) copy of the final plat showing all approvals and the date and place of recording shall be supplied by the owner to the Clerk of Council.

D. Copies to be filed with Clerk. One (1) copy of the final plat showing all approvals and the date and place of recording shall be supplied by the owner to the Clerk of Council.

- i. The subdivider shall not transfer any lot, parcel or tract of a proposed subdivision, until approval is received of the final plat.
- ii. The subdivider shall not proceed with any construction work on any lot until approval is received of the final plat and compliance is made with all other provisions of the Subdivision Regulations, unless it is for the exact purpose of building model units. The subdivider may be granted a building permit for not more than two units, in the case of single family detached housing and not more than one building of eight units or less, in the case of townhouse for sale or condominium housing, providing the following conditions have been met:
 1. Proof of ownership of that portion of subdivision to be used for models;
 2. The proposed models have legal frontage on an existing public roadway, water and sanitary sewer;
 3. Insurances have been granted to the City in the form of bond, escrow funds, letters of credit or other assurances the City deems necessary to insure installation of improvements;

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4. Occupancy permit shall not be issued until Section 1111.09 has been complied with.
- E. Transfer of Lot Contrary to Plat Prohibited.** The owner of the subdivision shall make no conveyance of any lot smaller in width or area than indicated on the plat, except for the purpose of increasing the area of another lot.
- F. Project Representation by Engineer During Installation of Improvements.** All construction work and materials used in connection with public improvements and storm water management in the area platted shall conform to City specifications and requirements of the City Engineer. The City Engineer shall provide the owner or developer with project representation at the expense of the owner or developer during installation of the improvements.
- G. Bond Letter of Credit for Improvements: Deposit and Insurance**
- i. Before approval of the final plat, the owner or developer shall agree in writing that prior to the beginning of construction of any street, private roadway, public improvement and storm water management infrastructure the owner or developer shall provide a bond, certified check or an irrevocable letter of credit from a solvent bank doing business in Franklin, Licking or Fairfield Counties, Ohio, guaranteeing the completion of said improvement(s) within one (1) year from the date of agreement or such time as may be agreed to by Council. The bond, check or irrevocable letter of credit shall be in an amount equal to the estimated cost of constructing said improvement(s), as approved by the City Engineer. A maintenance bond, certified check or an irrevocable letter of credit in the amount of five percent (5%) of the estimated construction costs shall be provided for a maintenance period of one (1) year beginning with the date of acceptance of the said improvement(s) by the Director of Public Service and City Engineer.
 - ii. The owner or developer shall prior to construction, deposit with the Director of Public Service and with the approval of the City Engineer a sum of money as prescribed by the Director of Public Service and the City Engineer to defray the cost of inspection and the engineering services provided and any expenses incurred by the City due to the installation of the improvements and review of the plat and plans. Fees for the review of plats and plans shall be calculated by the owner or developer, to be verified by the City using the fee schedules as provided by the Director of Public Service. These and other documents detailing the development process can be obtained from the Public Service Department. For inspections the owner or developer shall deposit with the Public Service Department a sum of money based on an approved cost of construction schedule, and be approved by the City Engineer. Should the amount of such deposit be insufficient to cover the cost thereof, the owner or developer shall immediately upon request of the City deposit a sum of money acceptable to the City Engineer and the Director of Public Service. Upon completion and acceptance of the improvements, any unexpended balance shall be refunded to the owner or developer.
 - iii. The subdivider shall hold the City harmless for any claims for damages of every nature arising or growing out of the construction of such improvements, and shall defend at his cost and expense, each suit or action brought against the City by reason thereof, until the improvement has been accepted by the City and the developer notified in writing within thirty days. The subdivider shall furnish proof to the City, prior to the time of commencing construction of possession of Comprehensive General Liability Insurance, naming the City of Reynoldsburg as an additional insured. These Certificates of Insurance shall contain a provision that coverage afforded in the

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policies will not be canceled unless at least thirty days prior written notice has been given to the City. Limits on bodily injury shall not be less than five hundred thousand dollars (\$500,000) for personal injury to any one person and a total of not less than one million dollars (\$1,000,000) each accident. Limits on property damage shall be not less than two hundred thousand dollars (\$200,000) per occurrence, or five hundred thousand dollars (\$500,000) aggregate for each accident. Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted.

- iv. If any violation of or noncompliance with, any of the provisions and stipulations of this chapter occurs, the City shall have the right to stop the work without delay and utilize the bond, certified check or an irrevocable letter of credit for the completion of the improvement or use the certified check or proceeds thereof for such purpose.

H. Modification, Alteration, Amendment or Vacation, In Whole or In Part Of Plat After Approval. No modification, alteration, amendment, or vacation, in whole or in part, of a final plat except for the addition of appropriate easements as approved by the City Engineer shall be made in or to a final plat approved by Council under the provisions of this chapter or another political subdivision prior to annexation unless such modification, alteration, amendment, or vacation, in whole or in part, is first submitted to and accepted by the Service Director, is recommended by the Planning Commission, and Council approves such modification, alteration, amendment, or vacation, in whole or in part, by ordinance. If the modified, altered, amended, or vacated, in whole or in part, final plat is approved by Council, the owner shall file and record the plat with the County Recorder within sixty days. If the final plat has already been recorded then the owner shall file and record the ordinance and an authenticating affidavit executed by the Clerk of Council with the County Recorder within sixty days, wherein the modified, altered, amended, or vacated, in whole or in part, plat shall be indexed or cross-referenced with the original plat. If the plat is not filed with the County Recorder within sixty days, the modification, alteration, amendment, or vacation, in whole or in part, is void and is of no effect.

SECTION 1111.11 REQUIRED IMPROVEMENTS

A. Improvements to be Paid for By Subdivider

- i. The owner of land who desires to subdivide it shall provide and pay the entire cost of improvements to such land as follows:
 - 1. Before the construction of any building, street improvements shall consist of grading the right of way for full width; construction of permanent curbing and roadway; construction of drainage structures and appurtenances. Two roof drain openings shall be provided in the curb for each lot;
 - 2. Sanitary sewers, including manholes, services and all appurtenances;
 - 3. Water distribution system, including mains, services, valves, fire hydrants and all appurtenances;
 - 4. Curbs and sidewalks on existing streets as determined by the City Engineer; Storm sewers, including manholes, inlets and all appurtenances.
- ii. All phases of the improvement shall be approved by the City Engineer and shall be constructed in accordance with City specifications.

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- iii. The City may require other improvements not listed in this section, if they are deemed necessary by the City Engineer for the protection of public health, safety or welfare.
- iv. The City shall require a plot-grade-utility-plan approval for all residential subdivisions in accordance with the provisions of Chapter 1109.19.

B. Inspection During Installation

- i. The construction of all improvements shall be inspected by the City Engineer at the time of installation. Under no circumstances are such installations to be made without an inspector on the job. The City Engineer shall be notified three days before any construction work is begun.
- ii. If any violation of, or noncompliance with, any of the provisions of this chapter occurs, the City shall withhold the issuance of the occupancy permit until the violation or noncompliance is corrected.

C. Construction Drawings; Dimensions; Revision

- i. All construction drawings for improvements shall be on a horizontal scale of one inch to fifty feet and vertical scale of one inch to five feet. The sheet size shall be twenty-two inches by thirty-six inches.
- ii. Upon approval and acceptance of all improvements, the original construction drawings for the improvements shall be revised to reflect the actual construction. All drawings including the master grade plan or reproductions thereof on tracing cloth shall become the property of the City and shall be on file in the office of the City Engineer.

D. Service Roads

- i. Service Roads Authorized. When it is determined by the City Engineer that the roadways provided in the Subdivision Regulations are not satisfactory for the needs of special circumstances, additional roadways, designated "service roads," may be prescribed by the City Engineer. These service roads will be shown on the plat of a subdivision in such locations as are determined by the City Engineer, subject to plat approval as provided by the Subdivision Regulations.
- ii. Service Road Right of Way. When it is determined that service roads may be included in a subdivision plat, the right of way for the road shall be no less than thirty-two feet in width and shall be dedicated to public use in the same manner as prescribed in the Subdivision Regulations for all other public roads.
- iii. iService Road Specifications. Service roads shall be constructed of materials and to design section as shown on the revised standard construction drawing File R-23A as presently constituted and as hereafter amended on file with the City Engineer.
- iv. Sidewalks Not Required. No sidewalks or other provision for traffic, other than motor vehicular traffic, shall be required in conjunction with the construction of any service road.

SECTION 1111.13 STREET LIGHTS

- A. Design and Layout.** The design and layout for the street lighting, the underground wiring and other pertinent equipment to be used shall be designed by a registered engineer, and approved by the City

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Engineer.

- i. All energy lines leading to the light standard shall be underground in new developing subdivisions.
 - ii. All street lighting designs are to be coordinated with the supplier of electric energy. Two drawings for each street lighting layout shall be submitted to the supplier of electric energy for record purposes.
 - iii. Street lights using poles and light assemblies as shown on standard drawings R-46 and R-47, respectively, are to be installed with not less than 160 feet spacing nor more than 240 feet spacing. Street lights using the alternate residential luminaire and pedestal pole, as shown on standard drawing R-46A, are to be installed with not less than 125 feet spacing nor more than 160 feet spacing. Street lights shall be installed alternating on opposite sides of the street.
 - iv. The alternate residential luminaire and pedestal pole detail, as shown on standard drawing R-46A, shall be used in all residential areas. The pole detail and light assembly (commonly referred to as a “cobra light”), as shown on standard drawing R-46 and R-47, respectively, shall be used in all commercial corridors, unless otherwise approved by Council through adoption of streetscape standards or other such action to permit consideration of alternative styles, or as may otherwise be approved by any other Board of Commission having jurisdiction to approve or permit the use of alternative styles as part of its review of an overall design concept.
 - v. The drawings are specification sheets for street light standards, luminaries, mercury vapor lamps and pedestal termination points and will be available at the Director’s office.
 - vi. All connections to supplier of electric energy secondary service locations shall be made by supplier.
- B. Lights to Be Installed.** Any person, firm or corporation desiring final acceptance of a street, shall, before final acceptance is granted, have the street lights installed and ready for use.
- C. Maintenance of Lighting Is Responsibility of City.** It shall be the responsibility of the City to secure the energy for lighting and to maintain the installations.
- D. Damages to distribution system.** Any contractor or agent for the developer, while in the process of installing street lights, who damages the distribution system of an electric energy supplier shall be liable for such damages and for any other cost as a result of such damages, and the energy supplier may charge and receive payment for such damages from the party responsible.
- E. Completion Bond Required.** If conditions are such that street lights cannot be installed prior to the acceptance of the streets upon which street lights are to be installed as required in Section 1111.13, the person, firm or corporation requesting acceptance of such streets shall deposit with the City Auditor an amount of cash or collectable funds, or a performance bond in form satisfactory to the City Attorney equal to one and one-half times the estimated cost of the installation of street lights as security for the installation of such lights, which installation shall be completed within six months of the date of deposit of such funds or bond. Failure on the part of such person, firm or corporation to complete the installation within six months shall be cause for the Public Service Director to order installation by such other contractor as he may choose and cause the cost of installation to be paid from the funds or bonds so deposited. That portion of such funds not used for the installation shall be returned to the depositor

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at the completion and acceptance by the City of the street lighting installation.

- F. Easement for Energy Lines to Light Standards.** The developer shall provide the necessary easement for street lighting. The City Engineer will coordinate with the developer, where necessary, the easement leading to the electric lighting standard so that lighting may be properly spaced.

SECTION 1111.15 STANDARDS

A. Street Standards

- i. **Street Design.** Streets shall be dedicated to public use by the owner. Minor residential streets shall be so designed as to discourage their use by nonlocal traffic. Except where necessitated by local conditions, dead-end streets and cul-de-sacs will not be approved in residential districts. Dead-end alleys are prohibited in all districts. Easements for utilities must be provided along side or rear lot lines where possible. Street rights of way shall have the following minimum widths:
 1. Major arterial, which include Federal, State and County roads which are main arteries of access to the City: one hundred (100FT); an additional width of forty-five feet (45FT) shall be provided to accommodate a service drive wherever lots are to face a primary road;
 2. Minor arterial, which are next in importance as avenues of access between sections of the City as opposed to commercial traffic and nonlocal traffic: eighty feet (80FT);
 3. Neighborhood collector, which are within a new subdivision: sixty feet (60FT);
 4. Minor residential, which are completely residential in nature: fifty feet (50FT);
 5. Alleys: twenty feet (20FT);
 6. Easements: as required.
- ii. **Minimum Pavement Widths.** Minimum pavement widths shall be as follows:
 1. Major arterial: variable as conditions may require;
 2. Minor arterial: thirty-six feet (36FT);
 3. Neighborhood collector: thirty-two feet (32FT);
 4. Minor residential: twenty-six feet (26FT);
 5. Alleys: eighteen feet (18FT);
 6. Service drives: twenty feet (20FT);
 7. Sidewalks: minimum four feet (4FT) along non-arterial and minimum width along arterial streets to be as approved by the City Engineer, in accordance with the provisions of Section 909.02.
- iii. **Maximum Grades.** The maximum grades shall be:
 1. Major arterial: four percent (4%);
 2. Minor arterial: five percent (5%);
 3. Neighborhood collector, minor residential streets and alleys: six percent (6%)
- iv. **Minimum Grade.** The minimum grade for any street shall be one-half of one percent at the

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- gutter, unless otherwise approved by the City Engineer. Street intersections shall be rounded by radii not less than twenty feet (20FT) at the curbline.
- v. Standards. All street construction and specifications for materials shall be in conformity with standards required by the City as published by the City Engineer.
 - vi. Plans. The plans must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Fire Chief. Places shall be provided for their signatures.

B. Private Roadways

- i. As used in this section “private roadway” means any passageway designed for use by motor powered vehicles, upon property owned by one or more persons, firms or corporations where such passageway serves in excess of four dwelling units.
- ii. All proposed private roadways and their pavement widths shall be shown on the preliminary and final plats filed in accordance with these Subdivision Regulations. In addition, a document indicating the responsible party for maintenance shall also be provided.
- iii. All private roadways shall be improved with a hard surface of concrete, asphalt or other similar products or combination of products. The construction and specification for materials for private roadways shall conform with standards provided by the City standards as published by the City Engineer.
- iv. The minimum pavement width for private roadways shall be twenty-six feet (26FT) and the maximum grade shall be six percent (6%), however, the minimum grade for private roadways shall be one- half of one percent at the gutter, unless otherwise approved by the City Engineer.
- v. Every private roadway ending in a dead end or at a cul-de-sac circle shall have a minimum pavement width as approved by the Planning Commission to assure access to the area for fire equipment and to facilitate the turning of vehicular traffic. In approving such minimum pavement widths the Planning Commission shall consider whether such cul-de-sac or turn-around will be used for parking vehicles.
- vi. The plans must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Fire Chief. Places shall be provided for their signatures.

C. Sanitary Sewers

- i. Plans and profiles of sanitary sewers shall be submitted to the Director of Public Service. All grades, pipe sizes, manholes and other appurtenances shall be shown and installation and materials shall be in conformity with City standards as published by the City Engineer.
- ii. Sanitary sewer plans must bear the approval of the Director of Public Service and the City Engineer and the Superintendent of Water/Wastewater. Places shall be provided for their signatures.

D. Water Distribution

- i. Plans of the proposed water distribution system shall be submitted to the Director of Public Service. All plans must show pipe sizes, locations of valves, fire hydrants and other appurtenances.

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Installation and materials shall be in conformity with City standards as published by the City Engineer.

- ii. Water distribution system plans, if not incorporated as part of the street improvement plans, must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Fire Chief. Places shall be provided for their signatures.

E. Storm Sewer System

- i. Proposed storm sewers, including grades, pipe sizes, manholes, inlets and appurtenances may be shown on the street improvement plans. Installation and materials shall be in conformity with City standards published by the City Engineer.
- ii. The owner or developer shall follow the recommendations of the City Engineer with regard to the proper method and direction of drainage and storm water following review of the proposed plan of such drainage as submitted by the subdivider or his engineer. A storm water management report shall be submitted to the City Engineer for review in conjunction with drainage plans.
- iii. The storm sewer plans, if not incorporated as part of the street improvement plans, must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Floodplain Administrator. Place shall be provided for their signature.

F. Lots and Blocks

- i. Every lot shall abut on a dedicated street. Double frontage lots shall be avoided. At the intersection of two streets, property line corners shall be rounded by an arc with a minimum radius of ten feet (10FT). Size, shape and orientation of residential lots shall be appropriate to the location of the proposed subdivision and for the types of development contemplated and in conformity with the Zoning Code, with proper regard given yard areas, setback lines, etc. Excessive depth in relation to length shall be avoided. A proportion of two to one depth to frontage shall be normal and depths in excess of three times the lot width are not recommended. Side lines of lots shall be approximately at right angles or radial to the street line. Corner lots shall have extra width sufficient to permit maintenance of building lines on both front and sides of lot. The maximum length of blocks may not exceed eighteen hundred feet (1,800FT) except where topographic conditions require longer blocks, nor shall they be less than four hundred feet (400FT) in length. Wherever blocks are longer than nine hundred feet (900FT), crosswalks or crosswalk easements not less than ten feet (10FT) in width may be required near the center of the block, and Council may require that a sidewalk be constructed in accordance with City standards for sidewalk construction. The width of a block shall normally be sufficient to allow two tiers of lots of appropriate depth except where double and reverse frontage lots are allowed. Where frontage on a primary street is involved, the long dimension of the block shall front thereon in order to minimize access intersections.
- ii. Where either sanitary sewer or water service is not available, lots shall have a minimum frontage of seventy-five feet (75FT) and a minimum area of ten thousand square feet (10,000SF). Where neither sanitary sewer nor water service is available, lots shall have a minimum frontage of one hundred feet (100FT) and a minimum area of twenty thousand square feet (20,000SF).

G. Drainage

- i. The Planning Commission shall not approve any subdivision having inadequate storm drainage or other physical drainage impairment as determined by the City Engineer. In areas known to be

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- subject to periodic floods, such drainage improvements must be made as to satisfy the Director of Public Service and the City Engineer in order that the health and welfare of the people will be protected.
- ii. No natural drainage course shall be altered and no fill, buildings or structures shall be placed in it unless provisions are made for the flow of water in a manner satisfactory to the City Engineer. An easement shall be provided on both sides of any existing important surface drainage course adequate for the purpose of protecting, widening, deepening, enclosing or otherwise improving such stream for drainage purposes.
 - iii. A master grade plan shall be prepared for all subdivisions and shall be presented to the for review and approval by the City Engineer. The grading plan shall show the existing topography, the proposed street grades and the proposed storm sewers with pipe sizes and grades. It shall also show the proposed elevation at each lot corner, the proposed finish grades at the house and shall delineate the method of rear yard drainage by showing proposed swales and direction of surface slope by arrows. The grading plan shall follow the standards as established for such grading by the City Engineer.
 - iv. Wherever possible, with exceptions being made where the topography of an area does not permit such grading practice, lots shall be graded from the rear lot line to the street. Where a lot abuts directly on two streets, the grade shall be from the corner of the lot which is diagonally opposite to the corner of the two streets on which the lot abuts. This section is included in order to reduce the amount of water standing in yards to a minimum. Therefore, where it is not possible to grade a lot in the prescribed manner, the owner or developer shall provide for the adequate drainage of any and all low areas and tie such drainage into and make it a part of the storm sewer system of the development and the City as directed by the City Engineer, with approval of such drainage subject to inspection by the City Engineer along with the inspection of other storm sewer installations.
 - v. The Planning Commission shall not approve the final plat of any development or subdivision over which it has jurisdiction without certification from the Director of Public Service and the City Engineer that such development or subdivision has been designed to be in full compliance with the design requirements contained in the Stormwater Management Policy and Design Manual.
 - vi. There is hereby adopted, and incorporated by reference as if set out at length herein, for the purpose of establishing rules and regulations for the design, construction, or alteration, the Stormwater Management Policy and Design Manual as hereafter amended in the most recent edition published by City Engineer.

H. Public Use Areas

- i. Ten percent (10%) of the area of each residential subdivision, exclusive of streets, shall be allocated for recreational uses. When a proposed subdivision contains an area described as a proposed public building site, park, playground or other public area, that area shall be dedicated on the plat to the City, another public agency, or reserved for acquisition by the City within a period of five (5) years by purchase or other means.
- ii. Where required, the developer and the City shall work out an arrangement for parks and recreational facilities.
- iii. Proposed large scale neighborhood unit developments and similar unusual developments may

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require the reservation or dedication of such additional areas or sites of a character, extent and location suitable for the needs of the community facilities created by such particular developments where deemed necessary by the Planning Commission.

- iv. Natural features of beauty such as trees, brooks, topography and views shall be preserved whenever possible in designing any subdivision.

I. Underground and Electric Telephone Lines

- i. The term “subdivision” as used in this section refers only to residential subdivisions of more than eleven (11) lots platted subsequent to July 1, 1967.
- ii. Unless the subdivision has been exempted from the requirements of this section, as provided in subsection (e) hereof, all telephone and electric distribution wires, conduits, and cables therein shall be installed underground, except as necessary to bring service to the subdivision, and except for existing overhead facilities and any rearrangement, improvement or addition thereto.
- iii. The preliminary plan with respect to the subdivision shall be submitted to the City Engineer and to the electric and telephone utility companies which will provide service to the subdivision for their recommendations with respect to the width and location of easements for electric and telephone distribution cables and related facilities. The recommendations of the City Engineer and such utility companies shall be submitted to the Planning Commission by the owner of the subdivision together with the plat of the subdivision. Prior to signing the plat of the subdivision, the Planning Commission shall determine that adequate easements are provided for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines. The owner of the subdivision shall, at the time the plat of the subdivision is submitted for approval, present such evidence as the Planning Commission deems necessary to ensure that the owner shall make or has made provision for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines in accordance with this section, adequate for the anticipated needs of the subdivision.
- iv. The construction of all underground facilities shall meet the minimum requirements of any code approved by the Public Utilities Commission of Ohio.
- v. If, in the opinion of the owner of any subdivision or a portion thereof, or any interested utility company, the installation of underground facilities is economically or physically unfeasible, such owner or utility company may apply to the Planning Commission for exemption of the subdivision or portion thereof from the requirements of this section, stating in the application for exemption the reasons thereof or, and submitting therewith such exhibits, documents and data as may be necessary to substantiate the request. The Planning Commission shall hold a hearing, at which the applicant and any other interested person may appear, at its regularly scheduled meeting, after the submission of an application for exemption. Notice of the hearing shall be given by certified mail by the applicant, at the applicant's expense, to each interested utility and owner no less than seven (7) days prior to such hearing. If the Planning Commission denies the application following the notice and hearing, the applicant may file a written appeal therefrom with the Clerk of Council, stating the reasons therefor, within thirty (30) days following the announcement of such decision by the Planning Commission. Such appeal shall be placed on the agenda for the next regularly scheduled meeting of Council following the filing thereof with the Clerk and shall be heard at such meeting. Council may, by resolution, reverse or affirm,

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wholly or in part, or may modify the decision of the Planning Commission.

- J. Separability.** If any court of competent jurisdiction determines that any clause, section or portion of Section 1111.15(I) is invalid or unconstitutional, such finding shall in no way affect the validity of unconstitutionality of the balance of Section 1111.15(I).

K. Erosion and Sediment Control

- i. An erosion and sediment control plan shall be prepared for all developments covered by this regulation which disturb one or more acres of land.
 1. The erosion and sediment control plan shall conform to any and all standards defined in the Ohio Environmental Protection Agency authorization for storm water discharges associated with construction activity under the current National Pollutant Discharge Elimination System (NPDES) permit, and all revisions and amendments thereto. The Notice of Intent, as well as a copy of the Storm Water Pollution Prevent Plan (SWP3) shall be provided to the city as part of the erosion and sediment control plan submittal.
 2. The SWP3 shall be prepared by a professional experienced in the design and implementation of erosion and sedimentation controls and shall address all phases of construction. The SWP3 shall incorporate, at a minimum, all of "Part III, Section G" SWP3 requirements of the current NPDES permit, and all revisions and amendments thereto.

- L. Utility and Traffic Studies.** Utility and traffic studies may be required by the City Engineer to facilitate proper master or large-scale planning of the City's infrastructure prior to the submission of public or private construction plans. Fees for review of such traffic or utility studies shall be established and updated from time to time.

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GLOSSARY OF TERMS

Glossary of Terms

A.

Access Management. The City's process of providing and managing access to land development while maintaining traffic flow, safety, capacity and speed.

Accessory Dwelling Unit. An attached or detached extension to an existing single-unit dwelling structure that contains one separate, complete dwelling unit with a separate entrance.

Accessory Structure. A building or structure that is subordinate to the principal building or structure upon the same lot and serving a purpose customarily incidental to the principal structure.

Accessory Use. A use that is subordinate to the principal use of the land and serving a purpose customarily incidental to the principal use or structure.

Adult Booth. Any area of an adult oriented business set off from the remainder of such establishment by one or more walls or other dividers or partitions and used to show, play, or otherwise demonstrate any adult materials or to view any live performance that is distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.

Adult Day Care. A licensed facility for the daytime care of an adult with a mental or cognitive impairment.

Adult Entertainment. See Section 795.02, Codified Ordinances of the City of Reynoldsburg.

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Adult material. Any of the following, whether new or used:

- A. Books, magazines, periodicals, or other printed matter, or digitally stored materials that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.
- B. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.
- C. Instrument, novelties, devices, or paraphernalia that are designed for use in connection with specified sexual activities, or that depict or describe specified anatomical areas.

Adult Oriented Business. A commercial establishment including adult cabaret, adult store, or adult theater primarily engaged in presenting persons who appear nude/semi-nude, live performances, films or other visual representations, adult booths or sale or display of adult material.

- A. **Adult cabaret.** Any commercial establishment that as a substantial or significant portion of its business features or provides any of the following:
 - i. Persons who appear nude or semi-nude.
 - ii. Live performances that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.
 - iii. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas, or the conduct or simulation of specified sexual activities.
- B. **Adult store.** Any commercial establishment that:
 - i. Contains one or more adult booths;
 - ii. As a substantial or significant portion of its business offers for sale, rental, or viewing any adult materials; or
 - iii. Has a segment or section devoted to the sale or display of adult materials.
- C. **Adult theater.** Any commercial establishment that as a substantial or significant portion of its business features or provides films, motion pictures, video or audio cassettes, slides, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas, or the conduct or simulation of specified sexual activities.

GLOSSARY OF TERMS

Advertising structure. Any outdoor display for the purpose of advertisement, notice or announcement located apart from the premises or product referred to in the display.

Agriculture. Farming; ranching; aquaculture; algaculture meaning the farming of algae; apiculture and related apicultural activities, production of honey, beeswax, honeycomb, and other related products; horticulture; viticulture, winemaking, and related activities; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

Agricultural Display Stand. Display stands for the purpose of displaying and selling agricultural or farming products which are grown or produced on the premises on which said stand is located.

Airport. Any runway, land area or other facility designed or used either publicly or privately by any person for the landing and taking-off of aircraft, including all necessary taxiways, aircraft storage and tie-down area, hangars, and other necessary buildings, and open spaces.

Aisle. That part of an off-street parking or loading area which provides vehicular access to parking or loading spaces, exclusive of driveways.

Alterations, structural. Any change in the supporting members of a building such as bearing walls, columns, beams or girders.

Amusement Arcade. A place of amusement which has more than five (5) mechanical or electrically operated amusement devices as defined in Section 781.021(d) of the General Offenses Code or which derives in excess of fifty percent (50%) of its gross receipts from the operation of such devices. However, in the case of any person operating a carnival and who operates an amusement arcade as a part hereof, the fifty percent (50%) gross receipts referred to above shall apply only to the gross receipts of the amusement arcade and not to the gross receipts of the operations of the carnival company.

Antique Shop. Any premises used for the sale or trading of articles of which 80 percent (80%) or more are over thirty (30) years old or have collectible value. Antique shop does not include a thrift or second-hand store.

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Applicant. Any Person or authorized agent of a Person, that applies for a Zoning Permit, Certificate of Appropriateness, Map Amendment or other land use process or approval pursuant to this chapter.

Application. The process by which an Applicant submits a request to be granted any land use approval or land use approvals under the provisions of this chapter. An Application includes all attachments to the form promulgated by the city from time to time, as well as all verbal statements and representations made by the Applicant throughout the review process.

Artisan Studio. A building or any portion thereof dedicated to the creation of original handmade works of art or craft items by no more than ten artists or artisans.

Artisan Workshop. A use primarily involving the limited on-site production of goods or food items by hand manufacturing which involves only the use of hand tools or mechanical equipment that does not exceed two (2) horsepower each or a single kiln not exceeding eight (8) cubic feet in volume and the incidental direct sale to consumers typical production includes: cheeses, chocolates, non-alcoholic beverages, custom furniture, ceramic studios, glass blowing, candle making, custom jewelry, stained and leaded glass, woodworking, custom textile manufacturing and crafts production.

Auction facility. A building, area, or areas within a building used for the public sale of goods, wares, merchandise, or equipment to the highest bidder. This definition excludes therefrom an auction, the principal purpose of which is the sale of livestock or motor vehicles.

Awning. A shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.

Awning, Back-lit. Any awning, fixed or retractable, which incorporates any transparent or translucent material in its covering and is illuminated by a light source placed behind the covering.

Awning, Fixed. A fixed structure supported by a frame or bracketing extending outward from the wall of a building which does not retract or roll up and is constructed to provide shade or shelter.

Awning, Retractable. A structure fastened to the wall of a building which, in a closed or rolled up position, does not extend beyond 8 inches from the face of the building and, when extended, is constructed to provide shade or shelter.

GLOSSARY OF TERMS

Awning Sign. A non-illuminated sign affixed flat to the surface of an awning (known as the base material) or which does extend vertically or horizontally beyond the limits of such an awning.

B.

Bakery-Retail. An establishment primarily engaged in the retail sale of baked products for consumption off site. The products may be prepared either on or off site. Such use may include incidental food service. A bakery shall be considered a general retail use.

Banner. A temporary sign composed of light weight material not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by the movement of the atmosphere. Includes those used to announce open houses, grand openings, make special announcements, or communicate events.

Basement. A story all or partly underground but having at least one-half (1/2) of its height below the average level of the adjoining ground.

Berm. A mound of earth, higher than the surrounding grade, used for screening or buffering, definition of space, noise attenuation and/or decoration in landscaping.

Beverage – Brewing and Distilling. An establishment where beer, malt beverages or spirits are made on the premises and then sold or distributed, and which produces less than 15,000 barrels (~465,000 gallons) per year. The brewer may sell to a retailer or directly to a customer.

Beverage – Distribution. A facility where beverages are received and/or stored for delivery to the ultimate customer at remote locations.

Beverage - Non-Alcoholic Production. A facility that manufactures and distributes non-alcoholic beverages, such as soft drinks, to other distributors or retailers.

Beverage Sales - Liquor and Beer Sit Down/Bar Establishment. An area primarily devoted to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

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Beverage Sales - Liquor Store. Any business selling general alcoholic beverages, also known as sale of distilled spirits or hard liquor, and may include wine and beer sales, for off-premises consumption.

Billboard. A sign, of any size, directing attention to a specific business, product, service, entertainment or other activity sold, offered or conducted elsewhere than upon the lot on which the sign is located for public service and information or for political advertising.

Block. A parcel of land which is bound by other lots, streets, highways, railroad rights-of-way, parks or open space, undeveloped land, water courses or bodies of water, channels or a combination thereof.

Board of Zoning Appeals or Board. The Board of Building and Zoning Appeals of the City of Reynoldsburg, as established by the Charter.

Boarding / Kennel. Any structure or premises on which five (5) or more dogs or cats over three (3) months of age are housed, bred, boarded, or trained overnight.

Buffer. The promotion of separation and compatibility between land uses of different intensities within or adjacent to a development, or along roadways or other public areas through the use of setbacks, natural vegetation, berms, fences, walls or a combination thereof. The term “buffer” may also be used to describe the method(s) used to promote compatibility such as a landscape buffer.

Buffer Yard. Area intended to provide buffering between land uses of different intensities or along public rights-of-way.

Building. A structure enclosed with exterior walls used or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. See “Accessory Structure”.

Building Code. Part Thirteen of the Codified Ordinances of the City of Reynoldsburg, Ohio.

Building Frontage. The side, or facade, of a building closest to and most nearly parallel to an abutting street.

GLOSSARY OF TERMS

Building Frontage, Primary. A building frontage that abuts a street listed as a primary street.

Building Frontage, Secondary. A building frontage that abuts an alley or street not listed as a primary street.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs.

Building, Main. A building in which is conducted the main use of the lot on which the building is located.

Building Materials and Hardware (Retail). An establishment for the retailing, wholesaling or rental of building supplies or construction equipment. This use classification includes lumberyards, home improvement sales and services, tool and equipment sales or rental establishments.

Building, Rear. The wall or plane opposite the primary building frontage. For a building on a corner lot, the building rear is the wall or plane opposite the wall or plane containing the principal building entrance.

Build-To-Line. The point from a primary or secondary street where the front of the building is to be located.

Business Sign. A sign containing product advertisements or other detailed information about the operation of a business. Specifically, such sign is one which contains brand names of goods sold or services rendered on the premises, a listing of numerous specific types of goods or services, prices or special sale information, telephone number or other similar information. A business sign may also include items permitted on an identification sign.

Building, Temporary. A building located on a lot for a limited duration.

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C.

Camping. Any parcel or tract of land under the control of any person, organization, or governmental entity wherein sites are offered for the use of the public or members of any organization for the establishment of temporary living sites for two or more recreational vehicles, tents or camping units.

Canopy. A permanent or temporary structure other than an awning or marquee, attached to a building over an entrance and carried by a frame supported by the ground or sidewalk, extending from the entrance to or over the public sidewalk for the purpose of providing shade or shelter to pedestrians walking from the sidewalk to the building's entrance.

Canopy Sign. A sign attached to or painted on the fascia or hanging from the soffit of a canopy or covered entrance or attached to a permanent awning or marquee. Mansard roofs shall be considered as canopies.

Capital improvements program. A proposed schedule of future public improvement projects and major equipment purchases listed in order of priority, with cost estimates and anticipated means of financing each project for a specified time period. All major projects and purchases requiring public funds over and above the operating expenses for the replacement or initial acquisition of the community's physical assets are included.

Caretakers Residence. A single-unit dwelling, accessory to and located on the same lot as a main use, which is the principal residence of a person or persons responsible for operating, maintaining, or protecting the main use. A caretaker's residence may be accessory to a cemetery, golf course, park, or similar use.

Cemetery. Land used or intended to be used for the burial of the human dead and dedicated as a cemetery for such purposes.

Certificate of Appropriateness. A certificate issued by the Planning and Zoning Administrator stating that the proposed modification to a structure complies with the provisions of Chapter 1109.21.

Certificate of Deposit. Any certificate of deposit delivered in accordance with the provisions of these regulations to secure the performance of a developer until such developer has discharged its obligations with respect to any final plan.

GLOSSARY OF TERMS

Changeable Copy Sign (Automatic). A sign or portion thereof on which the copy changes automatically or animation is displayed through electrical or electronic means (e.g., time and temperature units and message centers); considered a business sign.

Changeable Copy Sign (Manual). A sign or portion thereof on which copy is changed manually through placement of letters or symbols on a sign panel; considered a business sign.

Channel. A natural or artificial watercourse of perceptible extent, with bed and banks to confine and conduct continuously or periodically flowing water.

Charter. The charter of the City, the same as may be amended from time to time.

Child Care, Type A. A permanent residence in which child care or publicly funded childcare is provided for seven (7) to twelve (12) children at one time or a permanent residence of the administrator in which childcare is provided to four (4) to twelve (12) children at one time if four (4) or more children at one time are under the age of two (2).

Child Care Center, Type B. A permanent residence of the provider in which child care is provided for one to six (6) children at one time in which no more than three (3) children are under the age of two (2) at one time.

Child care – in home. A private home licensed by the state of Ohio in which more than six (6) but not more than twelve (12) minor children are given are and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption.

Child day care – center. Any place operated by a person, society, agency, corporation, institution, or any other group that is licensed by the state of Ohio wherein twelve (12) or more children under 17 years of age who are not related to the facility operator and whose parents or guardians are not residents in the same house and with such person, society, agency, corporation, or institution responsible for the control and care of children enrolled therein.

City. The City of Reynoldsburg, Ohio, a municipal corporation, acting by and through its City Council.

City Attorney. The elected Law Director of the City.

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City Council. The elected members of the City Council of the City.

City Engineer. The City Engineer of the City.

Clerk of Council. The Clerk of the City Council.

Clothing Services – Dry Cleaning with Drive Thru. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry via a counter or drive-through without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Clothing Services - Dry Cleaning without Drive Thru. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry via a counter without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises. Drive-through pick-up or delivery is not permitted.

Clothing Services - Tailor. An establishment or place of business primarily engaged in the provision of frequent or recurrent services related to the alteration or hand-made creation of clothing.

Code. The Code of Ordinances of the City.

Commercial and Industrial Equipment and Material, Sales, Rental, Leasing and Repair. An establishment primarily engaged in renting or leasing machinery and equipment for use in business or industrial operations. These establishments typically cater to a business clientele and do not generally operate a retail-like or store-front facility. Examples including the leasing of heavy equipment, office furniture or equipment, or off-highway transportation equipment.

Common Area. Land in any development held in common or single ownership that is not reserved for the exclusive use or benefit of an individual tenant or owner.

Community Activity. An activity that is open to the general public and sponsored by a public, private, nonprofit or religious organization that is educational, cultural, or recreational in nature.

GLOSSARY OF TERMS

Community Facility. Existing, planned and proposed parks, playgrounds, schools and other public lands and buildings located within the City.

Community Facility – Activity Center. A building or other enclosed structure open to residents of a subdivision or the general public, which is owned and operated by a private entity, a public agency, or a nonprofit organization, and that is used predominantly for cultural, educational, recreational, or social purposes.

Community Facility - Detention and Corrections. A facility for the detention, confinement, treatment or rehabilitation of persons arrested or convicted for the violation of civil or criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, and prison. These facilities house prisoners who are in the custody of city/county/ law enforcement and the facilities are typically government owned.

Community Facility - Government Administration and Courts. A facility devoted to the operations of the City, County or State, but not including detention and corrections.

Community Facility - Outdoor Recreation. Non-commercial recreation premises consisting of woodlands, water courses, and fields used for active recreational activities that do not require modifying the existing setting, including but not limited to, paintball, laser tag, and orienteering.

Community Facility – Park. A natural or landscaped area, buildings, or structures, provided by a unit of government, to meet the active or passive recreational needs of people.

Community Facility - Public Health Safety. Facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

Community Facility – Trail. A public path exclusively for pedestrians and bicycles, but not including a sidewalk or street.

Community Garden. A site operated and maintained by an individual or group to cultivate trees, herbs, fruits, vegetables, flowers, or other ornamental foliage for the following uses: personal use/consumption, donation or offsite sale of items grown on the site means a site operated and maintained by an individual or group to cultivate trees, herbs, fruits, vegetables, flowers, or other ornamental foliage for the following uses: personal use/consumption, donation or sale of items grown on the site.

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Comprehensive Plan. A plan, or any portion thereof, adopted by the Planning Commission and Council of the City showing the general location and extent of present and proposed physical facilities including housing, industrial and commercial uses, major thoroughfares, parks, schools and other community facilities. This plan establishes the goals, objectives and policies of the community.

Conditional Use. A special use that allows the Board of Zoning Appeals to review and place conditions on development standards such as location, design, size, density, operation, intensity of use, generation of traffic and traffic movement, processes and equipment employed, and the amount and kinds of public facilities and services required. These conditions ensure that each proposed use is consistent with the intent and objectives of the particular district in which it is to be located, and protects adjacent properties and the general health, safety and welfare of the public.

Conditional Use Permit. A permit issued by the Planning and Zoning Administrator upon approval by the Planning and Zoning Administrator or the Board of Zoning Appeals, as applicable, to allow a use designated as such in the applicable district or overlay.

Council. The Council of the City.

County. Collectively, any of Franklin, Fairfield or Licking Counties in Ohio.

County Recorder. The office of official land records for the County.

Cultural Institution. A nonprofit institution engaged primarily in the performing arts or in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis, with or without a charge for admission. Cultural institution includes performing arts centers for theater, dance and events, museums, historical sites, art galleries, aquariums and such related uses.

Curb Cut. A location, approved by the City, at which vehicular access is permitted from the traveled portion of a public street to or from a private driveway. Such location may involve or require the alteration or cutting of the curb abutting the street pavement to allow for at-grade vehicular movement onto the street pavement.

Curb Line. The vertical plane projected upward from the face of the curb along a street.

GLOSSARY OF TERMS

D.

Deed. A written instrument for the conveyance of real property from one person to another.

Deciduous. A plant with foliage that is shed annually.

Deck. An uncovered platform or floor, supported above the ground and open to the sky.

Density. A unit of measurement; the number of dwelling units per acre of land.

- A. Gross density. The number of dwelling units per acre of the total land to be developed.
- B. Net density. The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Developer. Any person, subdivider, partnership, owner or corporation or duly authorized agent who constructs or contracts to construct improvements on subdivided land.

Development. The improvement of a tract or parcel of land, which results in an alteration of land or vegetation.

Development Agreement. An agreement between a [Developer and the City] and which contains the following components:

- A. Summary and Affidavit;
- B. Preliminary Development Plan;
- C. Final Development Plan;
- D. Restrictive Covenants; and
- E. Attachments.

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Development Director. The Development Director of the City of Reynoldsburg as defined in the Administrative Code. All references to the Development Director may be construed as referring to the Development Director or his/her designee.

Development Plan. Reports, applications, maps, technical drawings, illustrations, and other matter describing the intended use and construction of improvements of land, particularly relating to a request for amendment of a zoning district or for creation of a planned unit development.

Directional Sign. On-premise sign used to direct vehicles to parking areas or indicate points of entry or exit for a facility or off-street parking lot. Such signs may contain information such as “Lot A”, “Green Lot”, “in”, “enter”, “entrance”, “out”, “exit”, “do not enter” or similar directives. Such signs shall not include any business information other than the business logo and/or name.

District. A section of the City for which zoning regulations governing the use of land and buildings, the height of buildings, the sizes of yards and the intensity of uses are uniform. Boundaries of the districts are shown on the Official Zoning Map.

Drainage Features and Improvements. Natural features of land or designed features of land, buildings, and other improvements, including storm sewers, natural and manmade watercourses, swales, yard drains, catch basins, curbs, retention facilities, and other features affecting the flow of storm water or designed to direct or manage the flow of storm water.

Driveway. A paved way providing access from a street or other means of access to the subject premises.

Drive-Thru. A building or portion thereof that, by design, permits customers to receive goods or services while remaining in a motor vehicle.

Dwelling. Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent, cabin, trailer or mobile home, boarding or rooming house or hotel.

Dwelling, Assisted. A residential facility for elderly persons (age 60 or older) and their spouses, or for persons having such disabilities as to require assistance with daily living tasks, as suggested by their physician. The facility contains four or more dwelling units and/or rooming units, and provides, through on-site personnel, such exclusive resident services as meal preparation, laundry services and room cleaning.

GLOSSARY OF TERMS

Dwelling – Attached Single-Family. A dwelling unit that is attached to one or more dwelling units, each with independent exterior access and each with no less than two exterior walls. This type of dwelling includes condominiums and townhouses.

Dwelling – Detached Single-Family. A building designed for or occupied by one family or housekeeping unit.

Dwelling - Developmental Disability. A dwelling devoted to two or more persons who have a physical or mental impairment or handicap, or both, that substantially limits one or more major life activities, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, learning, breathing, or working. A physical or mental impairment may include orthopedic, visual, speech, or hearing impairments, Alzheimer's disease, presenile dementia, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, autism, or emotional illness.

Dwelling Floor Area. The sum of the gross horizontal inside dimension areas of the floors of a dwelling, including stairways, halls, and closets, but not including basements, porches, garages, breeze ways, utility rooms, laundry areas, or carports.

Dwelling, Group. A housing unit classified further as one of the following:

- A. **Group Home, Class I.** A facility providing 24-hour care in a protected living arrangement for not more than fifteen (15) residents. This classification includes foster homes, homes for the physically and mentally impaired, homes for the developmentally disabled, congregate living facilities for persons 60 years of age and older, and maternity homes.
- B. **Group Home, Class II.** A facility providing 24-hour care in a protected living arrangement for not more than fifteen (15) residents. This classification includes homes for juvenile delinquents, halfway houses providing residence in lieu of institutional sentencing, halfway houses providing residence to those needing correctional and mental institutionalization. This classification also includes emergency shelter during crisis intervention for not more than fifteen (15) victims of crime, abuse, or neglect, and residential rehabilitation for alcohol and chemical dependence for 15 or fewer individuals."

Dwelling, Mobile Home. Any non-self-propelled vehicle so designed, constructed, reconstructed or added to by means of accessories in such manner as will permit the use and occupancy thereof for human habitation when connected to utilities, whether resting on wheels, jacks, blocks or other temporary foundation and used or so constructed as to permit its being used as a conveyance upon the public streets and highways and exceeding a gross weight of 4,500 pounds and an overall length of thirty (30) feet.

REYNOLDSBURG ZONING CODE

Dwelling, Multi-Unit Building. A building containing three or more dwelling units.

Dwelling, Multi-Unit Building Complex. A site containing two or more multi-unit buildings situated in relation to one another, which may include common facilities such as a clubhouse and/or swimming pool and common parking areas.

Dwelling, Nursing. A facility operated and dedicated to the care of persons who cannot care for their own needs either partially or totally. This term includes nursing homes, skilled nursing facilities, convalescent homes, special care facilities (e.g., Alzheimer Unit), assisted living facilities, adult day care facilities, independent living units such as patio homes, and other similar facilities.

Dwelling - Two-Family. A building on a single lot containing two dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units.

Dwelling Unit. One or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single household maintaining a household.

E.

Easement. A right granted by a written instrument from one owner of land to another for use of a specified portion of the grantor's real property for a specific purpose or purposes as set forth in an easement agreement.

Easement Area. The particularly described area of exclusive or non-exclusive legal interest in, on, under, over or through a portion of a parcel of land or appurtenance thereto.

Educational/Public Service sign. A sign designed to provide information on school or public events, community recognition and/or promotes information about good health and safety.

Emergency. A reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate action.

GLOSSARY OF TERMS

Engineer. Any engineer licensed by the State of Ohio State Board of Registration for Professional Engineers.

Equipment Repair – Heavy. Establishments that repair commercial or personal automotive vehicles, equipment, or recreational vehicles and may have associated vehicle storage for no longer than 60 days on a paved surface.

Equipment Repair – Light. Establishments primarily engaged in the provision of repair services to individuals and households, rather than businesses, but excluding automotive and equipment repair use types. Typical uses include appliance, electronic, computer, or bicycle/scooter repair shops.

Essential Public Services and Utilities. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety of general welfare, but not including buildings.

Event Center – Private Events and Conferences. A commercial event center used to host private events and conferences such as weddings and other personal events, but not including funerals, and private business or industry conferences.

Event Center – Public Meetings and Conventions. A public event center used to host events and conferences such as trade shows, conferences, and other public events.

Evergreen. A plant with foliage that persists and remains green year-round.

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F.

Façade. A side of the exterior of a building, especially the front, but also sometimes the sides and rear.

Fee. A charge, as required by this Zoning Code, paid by an applicant or other person, for the purpose of paying some or all of the costs incurred by the City in processing and reviewing requests for zoning amendments, site plans, zoning permits, and other administrative activities relating to zoning. Zoning fees are listed in Table 1155 or as otherwise established by City Ordinance.

Fence. A structure, hedge or other landscape material positioned up to or on top of the property line, easement line, right-of-way, or setback line, as applicable for the purpose of separating properties, or for screening, enclosing, and/or protecting the property within its perimeter.

Fence, decorative. A fence, hedge or other landscaping material used for decorative purposes only and not intended for use as an enclosure, barrier, or means of protection or confinement. Decorative fences shall not be site obscuring.

Financial Services and Banking – with Drive Thru. A facility including provisions for the conduct of banking services directly to the occupants of motor vehicles for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

Financial Services and Banking - without Drive Thru. A freestanding building without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

Finished Grade. The average level of the finished surface of the ground adjacent to the exterior walls of a building.

Fire Pit. An aboveground structure together with a seating area, installed, constructed and designed for the setting of small-scale fires in accordance with the regulations applicable to the subject property upon which such structure and seating area are located.

Flood plain. Land under and along a watercourse which is subject to inundation by a 100-year flood, as determined by the Federal Emergency Management Agency (FEMA) or other source determined acceptable to the city.

GLOSSARY OF TERMS

Flood, Regional. Large floods which have previously occurred or which may be expected to occur on a particular stream because of like physical characteristics. The regional flood generally has an average frequency of the 100-year recurrence interval flood.

Floodway. That portion of the flood plain, including the channel, which is reasonably required to convey the regional flood waters. Floods of less frequent recurrence are usually contained completely within the floodway.

Floodway Fringe. That portion of the flood plain, excluding the floodway, where development may be allowed under certain restrictions.

Floor. That part of a room or story which forms its lower, horizontal enclosing surface.

Floor area, gross. The total square feet of all main and accessory buildings which are enclosed, measured from the exterior building face or from the centerline of common walls separating building units.

Food Sales - Farm Market. Retail sales of agricultural products and items grown or produced in and around the City.

Food Sales - Large Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 25,000 square feet of gross floor area. At least 1,000 square feet of a large format grocery shall be devoted to the sale of fresh produce at all times.

Food Sales - Small Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 5,000 square feet but not more than 25,000 square feet of gross floor area. At least 500 square feet of a small format grocery shall be devoted to the sale of fresh produce at all times.

Food Service - Commissary/Bakery. A facility that produces food and baked goods for distribution or sale to restaurants and retail bakeries.

Food Service – Deli. An establishment where food is sold for consumption off- premises and no counters or tables for on- premises consumption of food are provided, but excludes groceries and supermarkets.

REYNOLDSBURG ZONING CODE

Food Service - Fast Casual Restaurant. An establishment where food is preparing and purveying food on a full-service basis where customers order at the counter and where their prepared food is either delivered to them or carried by them to a table for on-premises consumption or carried out for off-premises consumption.

Food Service - Full Service Restaurant. An establishment maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinner-ware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service using no more than two delivery vehicles.

Food Service – Processing. Manufacturing establishments processing foods for human consumption and certain related products. Includes: (1) bakery products, sugar and confectionery products (except facilities that produce goods only for on-site sales with no wider distribution); (2) dairy products processing; (3) fats and oil products (not including rendering plants); (4) fruit and vegetable canning, preserving, and related processing; (5) grain mill products and by-products; (6) meat, poultry, and seafood canning, curing, and byproduct processing (not including facilities that also slaughter animals); and (7) miscellaneous food preparation from raw products, including catering services that are independent from food stores or restaurants.

Food Service – Production. Manufacturing establishments producing foods for human consumption and certain related products. Includes rendering plants and animal slaughterhouses.

Food Service - Quick Serve/Fast Food with Drive Thru. An establishment engaged primarily in the business of preparing food and purveying it on a self-serve or semi self-serve basis. Customer orders and/or service may be by means of a walk-up counter or window designed to accommodate vehicular traffic. Consumption may be either on or off the premises.

Food Service - Quick Serve/Fast Food without Drive Thru. An establishment engaged primarily in the business of preparing food and purveying it on a self-serve or semi self-serve basis. Customer orders and/or service may be by means of a walk-up counter. Consumption may be either on or off the premises.

Food Truck Park. Land designated for the operation of food truck vendors in accordance with applicable local and state laws and regulations, including this zoning ordinance.

Foot-candle. A unit of light intensity that is equal to the amount of light falling on one square foot area from a one candela light source at a distance of one foot.

GLOSSARY OF TERMS

Forestry. Facilities, activities, or equipment used to plant, raise, manage, harvest, and remove trees on private land. The term includes site preparation, fertilization, pest control, and wildlife management.

Freestanding Sign. A sign which is not attached to a building and which is either attached directly to the ground or elevated on a supporting structure attached to the ground.

Freestanding solar panel. A solar panel or an array of solar panels that is not attached to a structure and is mounted on a structure that is attached to the ground.

Frontage. The principal elevation of a building, which is most often the elevation that abuts a street. In the context of the location of any building typology described under the Zoning Code, frontage means the street or right-of-way type that a building is permitted to abut.

G.

Gable. The triangular section of wall at the end of a pitched roof, occupying the space between the two slopes of the roof, or the whole end wall of a building or wing having a pitched roof.

Gallery – art. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

Garage, Private. An accessory building or part of a principal building used for the storage of motor vehicles as an accessory use and in which no business or industry connected directly or indirectly with the repair or servicing of such motor vehicles is carried on.

Garden center – indoor and outdoor. A place of business where retail and wholesale products and produce are sold to the consumer. These centers, which may include a nursery and/or greenhouse, import most of the items sold, and may include plants, nursery products and stock, potting soil, hardware, power equipment and machinery, hoes, rakes, shovels, and other garden and farm variety tools and utensils.

Golf Course. A tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course includes a clubhouse and shelters as accessory uses.

REYNOLDSBURG ZONING CODE

Gasoline Station. See “Retail – Convenience with gasoline”.

Grade. The elevation of land surrounding a structure or the slope of a road, in each case expressed as a percentage.

Ground Sign. A display sign supported by uprights or braces in or upon the ground surface.

H.

Health and Wellness – Clinic. An establishment where patients who are not lodged overnight are admitted for examination and treatment by a group of physicians practicing medicine together.

Health and Wellness – Fitness Facility/Gym. Any fitness center, gymnasium, health, studio fitness center and athletic club, which may include any of the following: aerobics instruction, exercise machines, sauna, spa or hot tub facilities; indoor tennis, handball, racquetball and other indoor athletic amenities and events.

Health and Wellness – Massage. A private establishment that provides therapeutic or medical massage of a non-sexual nature provided by a licensed practitioner.

Health and Wellness - Physical therapy. An outpatient office establishment that provides physical rehabilitation or occupational therapy for individuals with an injury or disability.

Height or Above Ground Level. When referring to a tower or other structure, the distance measured from the finished grade at the base of the tower/structure to the highest point on the tower or other structure, including the base pad and any antenna.

Heliport. A designated land area used for helicopter operations and any appurtenant areas, including fueling facilities, terminal buildings and maintenance and repair facilities.

GLOSSARY OF TERMS

Home Occupation. An occupation conducted in a dwelling unit, provided that no more than one person other than members of the family residing on the premises shall be engaged in such occupation. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five percent (35%) of floor area of the dwelling unit shall be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding four square feet in area, non-illuminated, and mounted flat against the wall of the principal building. No traffic shall be generated by the conduct of such home occupation and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Zoning Ordinance, and shall not be located in a required front yard.

Homeowners Association (HOA) or Property Owners Association (POA). An incorporated, non-profit organization established by a developer, subdivider or an association of property owners whose membership shall consist of individual property owners within a subdivision.

Household. A person living alone or two (2) or more persons living together as a single housekeeping unit as distinguished from two or more persons living together in any congregate or group housing. For purposes of these Regulations, the following shall create a rebuttable presumption that the group is not a single housekeeping unit:

- C. Keyed lock(s) on any interior door(s) to prevent access to any area of the dwelling unit with sleeping accommodations;
- D. Members of the group have separate leases, or sub-leases and/or make separate rent payments to a landlord; or
- E. The group significantly reforms over the course of a twelve (12) month period by losing and/or gaining members.

I.

Identification Sign. A sign identifying or naming a business institution, residential development or other use. Specifically, such sign may indicate the name, owner, or manager and address of an existing building, business or other use, including the general type of goods sold or services rendered, but without a listing of numerous specific goods or services and without reference to brand names, prices, “sales” or telephone numbers.

Illuminated Sign. Any sign illuminated by electricity, gas or other artificial light including reflecting or phosphorescent light.

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Improvements. Any additions to the natural state of the land which increases its value or utility, including pavements, curbs, gutters, sidewalks, crosswalks, water mains, sanitary and storm sewers, landscaping and other appropriate facilities or plantings.

- A. “Site improvements” means the improvements made to the land outside the exterior limits of a structure or structures.
- B. “Public improvements” means all improvements financed entirely or in part by public funds or which have been dedicated to public use by plat, easement or deed of transfer.
- C. “Final Plat Improvements” mean those improvements set forth in the final plan submitted to and approved by the City in accordance with these regulations.
- D. “Drainage Improvements” means those improvements determined by the City Engineer to be necessary to facilitate satisfactory drainage in accordance with these regulations, including but not limited to underground pipe, inlets, catch basins, ditches, and/or retention basins.

Independent Living, Age-Restricted. A private development comprised of individual dwelling units designed for occupancy by individuals who are over a threshold age, which is typically fifty-five (55) years old.

Indoor Recreation Enterprise. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to, arcades, bowling alleys, theaters, etc.

Indoor Storage Facility. Climate-controlled storage within an enclosed structure containing separate, individual, and private storage spaces of varying sizes leased or rented on an individual basis for varying periods of time, with no unit having direct external access, but being served by common indoor access aisles.

Industrialized Unit. A building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as a part of a greater structure, and that requires transportation to the site of intended use. “Industrialized Unit” includes units installed on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. Industrialized Unit would not include a manufactured or mobile home as defined.

Information Window/Wall Sign. Window or wall signage bearing only information about entry and exit, business hours, authorized service representative information and/ or discount, credit systems accepted in that establishment (e.g. American Express, MasterCard, Visa, Golden Buckeye Card, etc.), and business directives (e.g. no soliciting, no firearms, etc.).

GLOSSARY OF TERMS

Institutional/Government Offices. A building or location that provides for community meetings and/or activities including, but not limited to, City Hall, Township Hall, school administration building, recreation center (public or private), property listed on the National Register of Historic Places, Chamber of Commerce building, Arts Council building, library, or other public buildings owned or operated by the City.

J.

Junk. Old or scrap copper, brass, rope, gas, trash, waste, batteries, paper or rubber, junked, dismantled or wrecked, automobiles or parts thereof, iron, steel and other old or scrap ferrous or nonferrous materials.

Junk Storage and Sales. Any lot, land, or structure, or part thereof, used primarily for the collection, storage and sale of waste paper, rags, scrap metal or discarded material, or for the collecting, dismantling, storage and salvaging of machinery or vehicles not in operating condition, and for the sale of parts thereof.

K.

No definitions.

L.

Landscaped Area. An area with plants, trees, natural turf or other vegetation planted in accordance with a landscape plan.

Landscaping. Physical improvements consisting of plants, shaped earth, walls and fences, rocks, and other related features, typically installed to beautify a premises and/or to screen negative impacts or protect certain uses from one another.

Land Use Plan. The long-range plan for the desirable use of land in an area as adopted by the Planning Commission and Council; one purpose of the Plan, among other purposes, is to serve as a guide in future development and zoning for the community.

REYNOLDSBURG ZONING CODE

Lean-To. A free-standing structure constructed and attached to a principal structure for the purpose of providing temporary outdoor shelter to the occupants of a principal structure in accordance with the regulations applicable to the subject property upon which such principal structure is located.

Library. A public facility for the use, but not sale, of literary, musical, artistic, or reference materials.

Lighting Device. Any light, string of lights or group of lights located or arranged so as to cast illumination on a sign.

Live Plantings. Trees, shrubs and organic ground cover which are in healthy condition.

Live Theater. A structure used for dramatic, operatic, or other live performance, for admission to which entrance money is received.

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right of way.

Logo Flag. A sign made of flag-like material containing a logo or identifying symbol.

Logo (or trademark). A letter or group of letters (usually stylized) or a symbol or symbols that represent a word, group of words, or business name. Usually used as part of a business identification scheme that is meant to identify goods, products, services or a business entity itself.

Lot. A portion of a subdivision or other parcel of land intended as a unit for transfer of ownership and/or for building purposes or development, having fixed boundaries and designated on a plat or survey together with the required open spaces and having frontage on a public street or a private street.

Lot Coverage. The ratio of enclosed ground floor area of all buildings and structures on a lot to the horizontally projected area of the lot, expressed as a percentage.

GLOSSARY OF TERMS

Lot Line Adjustment. A process that is used to change property lines of existing parcels for the purpose of combining two (2) or more adjacent parcels into one (1) parcel, alter and/or correct the boundary between two (2) or more parcels, or reconfigure the shape of parcels, without creating any additional parcels.

Lot Measurements. The method of measurement for a lot under this chapter, which shall be conducted as follows:

- A. Depth means the distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
- B. Width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the minimum required building setback line.

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right of way of any public or private street.

Lot of Record. A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Means, as follows:

- A. “Corner lot” means a lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.
- B. “Interior lot” means a lot with only one frontage on a street.
- C. “Through lot” means a lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.
- D. “Reversed frontage lot” means a lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

REYNOLDSBURG ZONING CODE

M.

Maintenance bond. An agreement by a subdivider or developer with the City, for a percentage of the established construction cost, used as a guarantee against any deficiencies which might develop between commencement of a development by a subdivider or developer and formal acceptance of dedication by City Council.

Major Commercial Development. A grouping of more than four office uses or personal service uses on a single site with common parking facilities.

Major Thoroughfare Plan. The portion of comprehensive plan adopted by the City Planning Commission indicating the general location recommended for arterial, collector and local thoroughfares within the appropriate jurisdiction.

Major Tree. Any tree measured with a diameter-at-breast height equal to or greater than 4”.

Manufactured Home. Any non-self propelled vehicle transportable in one or more sections which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, and which bears a label certifying that it is built in compliance with Federal Manufactured Housing Construction and Safety Standards.

Manufactured Home Park. Any tract of land upon which three or more manufactured homes are located for residential use, either free of charge or for revenue purposes, including any roadway, building, structure, vehicle, or enclosure used or intended to be used as a part of the facilities of such park.

Manufacturing – Artisan. An establishment, not exceeding 3,000 square feet of floor area, for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items. Odors, fumes or noise in excess of INSERT may not be produced at the facility.

Manufacturing – Heavy. Any use in which the major activity is the treatment, processing, rebuilding, repairing, or bulk storage of material, products, or items, and where the finished product is not acquired by the ultimate user on the premises and produces any externally perceptible noise, fumes, odors, vibrations, or outdoor storage.

GLOSSARY OF TERMS

Manufacturing, Light. Manufacturing establishments engaged in and undertaking the assembly, fabrication and conversion of already processed raw materials into products, the production of which does not cause excessive noise, odor or other similar impacts on surrounding land uses

Marquee. A permanent structure fastened entirely to the building and projecting from the wall above an entrance and extending over the street right-of-way to provide shelter for automobile passenger loading and unloading entrance.

Marquee sign. A display sign attached to or hung from and supported by the building and extending beyond the building wall, building line or street lot line.

Medical - Clinic. A facility other than a hospital, emergency room or urgent care where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: offices for physicians, dentists, chiropractors, or other health care professionals; outpatient care facilities; urgent care facilities; and other allied health services. These facilities may also include incidental medical laboratories. Patients are not provided with room and board and are not kept overnight on the premises. Medical Services and medical clinics include medical and dental laboratories incidental to the medical office use.

Medical – Emergency Services. A 24-hour outpatient facility, operated by a hospital or health organization, and staffed by doctors and nurses that provides immediate emergency care services similar to what would be expected in a hospital. Urgent care facilities are not considered emergency care facilities.

Medical – Full Service Hospital. An institution in which sick or injured persons are provided medical care and assistance and, in the course of same, may be housed overnight, fed and provided nursing and related services. Hospital shall comprise any related, accessory facilities such as laboratories, outpatient departments, training facilities, food service facilities, central service facilities and staff offices which are integral parts of the principal hospital facility.

Medical – Office. A building used exclusively by physicians, dentists, and similar personnel for the treatment and examination of patients solely on an outpatient basis, provided that no over- night patients shall be kept on the premises.

Medical - Outpatient and Urgent Care. Outpatient-only medical services that apply to medical issues whereby a patient requires more immediate attention or care than can be provided by an appointment with a family doctor or general practitioner. Emergency ambulance services may not be provided.

REYNOLDSBURG ZONING CODE

Medical - Psychiatric Facility – Standalone. An establishment where human patients who may or may not be lodged overnight are admitted for examination and treatment by a group of professionals licensed by the state of Ohio to treat mental health issues or addiction.

Medical - Standalone Emergency Services. Stand-alone emergency medical facilities, which provide emergency services, including basic imaging and laboratory services that may be an off-campus emergency center associated with a hospital, or a non-affiliated, licensed medical care provider.

Meeting Facility. Facilities typically accommodating groups of students in multiple instructional spaces. Examples of these facilities include: individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment. This definition also includes production studios for individual musicians, painters, sculptors, photographers, and other artists.

Mineral Extraction / Processing. The exploration for or extraction of surface or subterranean compounds and materials; this includes oil and gas exploration and production, and the mining of metallic and nonmetallic minerals, sand, gravel, and rock.

Mini-Storage Facility. A building consisting of individual, self-contained spaces that are leased or owned for the storage of business goods, household goods, or contractor supplies.

Minor Subdivision. A proposed division of a parcel of land along an existing public street, not involving the opening, widening or extension of any street or road, and involving no more than five lots after the original tract has been completely subdivided, that may be submitted to the authority having approving jurisdiction of plats under the provisions of R.C. 711.05, 711.09 or 711.10 for approval without plat.

Mixed-Use Facility. A building comprised of multiple units each containing a permitted use or condition use in each case as permitted under the applicable regulations for the zoning district or overlay in which the property is located.

Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle or enclosure used or intended for use as a part

GLOSSARY OF TERMS

Mobile Home. Any non-self-propelled vehicle so designed, constructed, reconstructed, or added to by means of accessories in such manner as will permit the use and occupancy thereof for human habitation, when connected to utilities, whether resting on wheels, jacks, blocks, or other temporary foundation and used or so construed as to permit its being used as a conveyance upon the public streets and highways and exceeding a gross weight of four thousand five hundred (4,500) pounds and an overall length of thirty (30) feet, and not in compliance with the Federal Manufactured Housing Construction and Safety Standards Act of 1974.

Mobile home subdivision. A subdivision as defined in this section in which three or more mobile homes used for habitation are parked, including any roadway, building, structure, vehicle or enclosure used or intended for use therein.

Monuments. Permanent concrete or iron markers used to establish definitely all lines of the plat of a subdivision, including all lot comers, boundary line comers and points of change in street alignment.

Mortuary. A building or part thereof used for human funeral services. Such building may contain space and facilities for (a) embalming and the performance of other services used in the preparation of the dead for burial; (b) the performance of autopsies and other surgical procedures; (c) the storage of caskets, funeral urns, and other related funeral supplies; (d) the storage of funeral vehicles; and (e) facilities for cremation. Where a mortuary is permitted, a mortuary chapel shall also be permitted.

Motor Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public street or highway. More specifically, as referred to in this ordinance, it includes: automobiles, trucks, tractors and scooters and motorcycles.

Movie Theater. A specialized theater for showing movies or motion pictures. The primary structural difference between a theater and a movie theater is the projection screen. However, many movie theaters can easily be adapted for stage performances and many stages have folding screens for movie projections. Although screen shapes are mostly rectangular, they come in a variety of shapes. Also, some special-purpose multimedia movie theaters use multiple screens, one on each wall face, or the entire ceiling surface, which are sometimes curved or geodesic in shape.

Multi-Family (2-4 Units). A building designed for two families, or housekeeping units, living independently of each other in separate dwelling units.

Multi-Family. A building or portion thereof designed for or occupied by five (5) or more families, or housekeeping units, living independently of each other in separate dwelling units which are accessible by interior hallways. This type of dwelling unit excludes a hotel.

REYNOLDSBURG ZONING CODE

Multi-Family Rental Office/Management Site. A residential apartment structure, permitted in multi-family residential districts, that is used by an apartment owner, employee or realtor to demonstrate construction and to display built-in amenities to prospective apartment tenants and to promote the rental or lease of apartment units. The rental office may be staffed and furnished.

Museum. A room or building for exhibiting, or an institution in charge of, a collection of books, or artistic, historical, or scientific objects.

N.

Neighborhood Market. A pedestrian-oriented retail establishment, oriented to the daily shopping needs of surrounding residential areas.

Nonconformities. A building, structure or use of land existing at the time of enactment of this Zoning Ordinance which does not conform to the regulations of the district or zone in which it is situated.

Nonpanel Sign. A sign which is not mounted, attached, painted or displayed on a sign panel.

Nude or state of nudity. A state of dress or undress that exposes to view: Less than completely and opaquely covered human genitals; pubic region; anus; or female breast below a point immediately above the top of the areolae, but not including any portion of the cleavage of the female breast exhibited by a dress, blouse, shirt, leotard, bathing suit, or other wearing apparel, provided the areolae is not exposed; or Human male genitals in a discernibly turgid state, even if completely and opaquely covered, or any device or covering that, when worn, simulates human male genitals in a discernibly turgid state.

Nursery. An establishment primarily engaged in the retail sale of garden supplies and plants grown on the premises or elsewhere. This classification includes the sale of landscape materials, topsoil and rental of landscaping equipment.

Nursing Home. See “Residential Care Facility”.

GLOSSARY OF TERMS

O.

Office – Corporate. An establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes from employees and not the general public.

Office - Data processing / Call Center. A facility containing equipment for telecommunications or data processing/storage including switches, routers, operation centers, and other infrastructure critical for telecommunication companies, internet servers, data firms, fiber-optic cable, and other technology providers.

Office – Professional Services. Professional offices including: accounting, auditing and bookkeeping services; advertising agencies; architectural, engineering, planning, and surveying services; attorneys; counseling services; court reporting services; data processing and computer services; detective agencies and similar services; educational, scientific, and research organizations; employment, stenographic, secretarial, and word processing services; government offices including agency and administrative office facilities; management, public relations, and consulting services; photography and commercial art studios; writers and artists offices outside the home. Does not include medical offices or offices that are incidental and accessory to another business or sales activity that is the principal use. Incidental offices that are customarily accessory to another use are allowed as part of an approved principal use.

Official Zoning Map. The Official Zoning Map of the City of Reynoldsburg, as the same may be amended from time to time in accordance with this Zoning Ordinance.

Off-Premises Sign. Any sign unrelated to a business or profession conducted or to a commodity or services sold or offered upon the premises where such sign is located.

On-Premises Sign. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.

Opacity. The degree or extent that light is obscured. 100% opacity meaning fully obscured, 0% meaning fully transparent.

Open/Closed Sign. A window or wall sign bearing only information indicating if the business is open or closed. This does not include the hours of operation. Signs that include both the open/closed information and the hours of operation shall be deemed to be an information sign.

REYNOLDSBURG ZONING CODE

Open Space. An area of land that is intended and used for environmental, scenic, or recreational purposes and which may include lawns, landscaping, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, and wooded areas. Open space shall not be deemed to include paved areas such as roads, driveways, or parking lots, and shall not be deemed to include spaces required for minimum yards. That portion of a natural or man-made water body which shall be interpreted as open space shall be determined by the Planning Commission.

Ornamental Tree. A deciduous tree planted primarily for its ornamental value or for screening and which will typically be smaller than a shade tree.

Outdoor Courts. Basketball court, tennis court, pickleball court, volleyball court or multi-purpose court in each case installed as an accessory structure to a principal use.

Outdoor Recreation Enterprise. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include but are not limited to horse stables, fisheries, wilderness preserves, golf course, mini-golf courses, amusement parks and campgrounds.

Outdoor Processing – Agriculture. Activities involving a variety of operations on crops or livestock which may generate dust, noise, odors, pollutants, or visual impacts that could adversely affect adjacent properties. These uses include but are not limited to slaughterhouses, mills, canneries, and milk processing plants.

Outdoor Processing – Composting. An establishment for the processing of organic waste in a controlled environment to produce a stable fertilizing product by microbiologically degrading organic matter under aerobic conditions.

Outdoor Processing - Concrete and Asphalt. An industrial facility used for the production of asphalt or concrete, or asphalt or concrete products, used in building or construction, and includes facilities for the administration or management of the business, the stockpiling of bulk materials used in the production process or of finished products manufactured on the premises and the storage and maintenance of required equipment, but does not include the retail sale of finished asphalt or concrete products.

Outdoor Storage. The keeping of property in an open area of a lot for the purpose of sales, storage, or display.

Overnight Lodging – Bed and Breakfast. An owner-occupied residential single-family, detached structure wherein lodging and breakfast only are provided to transient guests for compensation.

GLOSSARY OF TERMS

Overnight Lodging – Boutique Hotel. A small-scale hotel in a historic structure, or a structure with façade made of a high-quality material such as wood, brick, masonry, tile, stone, granite, limestone, or another natural material, that has fewer than thirty (30) rooms. Rooms must be accessed from an interior hallway.

Overnight Lodging – Hotel. A place of transient occupancy which includes any structure consisting of one or more buildings containing any combination of more than five (5) guestrooms that are each approved by the Chief Building Official and the fire chief as meeting the requirements for transient sleeping rooms or extended stay temporary residence dwelling units, or as having features of such sleeping rooms and dwelling units within the same room, and such structure is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where transient sleeping accommodations or temporary residence is offered for pay to persons. “Hotel” does not include agricultural labor camps, apartment houses, apartments or other similar places of permanent personal residence, lodging houses, rooming houses, or hospital or college dormitories.

Overnight Lodging – Resort. A group or groups of buildings containing more than five dwelling units and/or guest rooms and providing outdoor recreational activities that may include golf, horseback riding, swimming, shuffle- board, tennis and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge, and convention facilities.

Owner. Any individual, firm, association, syndicate, co-partnership, corporation, trust, or other legal entity having sufficient proprietary interest in real property to commence and maintain proceedings with respect to any land use approval sought hereunder.

Overlay. An area depicted on the official zoning map, within which, through super-imposition of a special designation, certain regulations and requirements apply in addition to those of the base zoning districts to which such designation is added.

P.

Pad. A building site prepared by artificial means, including grading, excavation or filling, or any combination thereof.

Panel Sign. A sign which is mounted, attached, painted, or displayed on a sign panel.

REYNOLDSBURG ZONING CODE

Parapet Wall. A low wall barrier at the edge of a roof or structure which may serve to prevent falls over the edge or serve as a stylistic feature.

Parcel. A division of real property contained in a single legal description that is recorded in the official land records of the Recorder's office.

Park. See "Community Facility - Park".

Parking Area or Structure. An off-street area or structure for required parking or loading spaces, including driveways, access ways, aisles, parking and maneuvering space necessary for the parking or loading areas.

Parking Space, Off-Street. An area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or alley right of way.

Patio. An outdoor seating area, covered or uncovered, constructed, installed and located upon a property in accordance with all local and state laws and regulations, including this zoning ordinance, applicable to the subject property upon which such seating area is located.

Pedestrian Amenity. Elements of individual developments that directly affect the quality and character of the public domain.

Pedestrian Zone. An area between a main building and a public street utilized for pedestrian access and amenities.

Perimeter Treatment Plan. A plan designed for the installation and perpetual maintenance of improvements intended to provide visual and noise protection for the outer edges of developments which border arterial or major collector streets. Said plan shall include materials, techniques and sizes of buffering treatments such as landscaping, fencing, screen walls, berms, or a combination thereof sufficient to provide adequate buffering. The perimeter treatment plan may be incorporated into the landscape plan.

Pergola. An attached or detached structure constructed and located upon a property in accordance with all local and state laws and regulations, including this zoning ordinance, applicable to the subject property upon which such attached or detached structure is located.

GLOSSARY OF TERMS

Performance Bond or Surety Bond. An agreement by a subdivider or developer with the City for the amount of the estimated construction cost guaranteeing the completion of physical improvements according to plans and specifications within the time prescribed by the subdivider's agreement.

Person. Any firm, association, organization, limited partnership, general partnership, trust, company or corporation as well as any natural person.

Personal Care and Beauty Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch repair, barber shops, beauty parlors and similar activities. These uses may also include accessory retail sales of products related to the services provided.

Planned Development or Planned Unit Development. An area of land in which a variety of housing types and subordinate commercial and industrial facilities are accommodated in a preplanned environment under more flexible standards, such as lot sizes and setbacks, than those restrictions that would normally apply under these regulations. The procedure for approval of such development contains requirements in addition to those of the standard subdivision, such as building design principles and landscaping plans.

Planning and Zoning Administrator. The public official of the City of Reynoldsburg designated to administer and enforce this Zoning Ordinance.

Planning Commission or Commission. The Planning Commission of the City of Reynoldsburg, established pursuant to Article VII, Section 1 of the Charter.

Plant Cultivation. The production of crops, fruit trees, nursery stock, truck garden products, or similar plant materials outside of structures such as greenhouses.

Planting Area. Any area utilized for landscape material installation having a minimum area of fifty (50) square feet.

Plants. Living vegetation. Artificial plants are not included in this definition.

Plat. The map, drawing or chart on which the developer's plan of subdivision is presented to the City Planning Commission for approval and, after such approval, to the County Recorder for recording.

REYNOLDSBURG ZONING CODE

Plat, final. The final map, drawing or chart made by a surveyor registered in the State of Ohio, and supplementary information, based upon the approved preliminary plat, in which the subdivider's plan is presented to the City Planning Commission for approval and which, if approved, will be certified and submitted to the County Recorder.

Plat, preliminary. The preliminary map, drawing or chart, and supplementary information, on which the layout and design of a proposed subdivision is submitted to the City Planning Commission for consideration and tentative approval.

Plot-Grade-Utility Plan. Drawings and other documents describing the approved grading, drainage features and improvements, vehicular facilities, utilities, and other improvements for a development.

Pole Sign. Any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.

Political Sign. Signs having reference to a political official, candidate, question, issue or opinion.

Pool house. A detached structure serving a swimming pool, constructed and located upon a property in accordance with all local and state laws and regulations, including this zoning ordinance, applicable to the subject property upon which such structure is located.

Portable Sidewalk Sign. Any portable or freestanding sign displayed on a sidewalk in front of a business or other enterprise and taken inside at night or when the associated business or enterprise is closed.

Portable Sign. A sign which is designed to be moved and is not permanently attached to any part of a building or to the ground.

Portable Storage Container. A moving and/or storage service whereby a company delivers and leaves a storage container onsite for a customer to pack. The storage container is then picked up and moved to a company warehouse and/ or the customer's destination for unpacking and subsequent removal.

GLOSSARY OF TERMS

Power Generation Facility. A facility that converts one or more energy sources, including but not limited to water power, fossil fuels, nuclear power, or solar power, into electrical energy or steam. A power generation plant may also perform either or both of the following: (a) operation of a transmission system that conveys the energy or steam from the generation facility to a power distribution system; (b) operation of a distribution system that conveys energy or steam from the generation facility or the transmission system to final consumers.

Power Substation Facility. An assemblage of equipment for purposes other than generation or utilization, through which electric energy in bulk is passed for the purposes of switching or modifying its characteristics to meet the needs of the general public, provided that in residence districts an electric substation shall not include rotating equipment, storage of materials, trucks or repair facilities, housing of repair crews, or office or place of business.

Primary Street. A primary street as referred to in this section includes Main Street, Brice Road, and Livingston Avenue.

Printing and Publishing. Any business publishing of newspapers, magazines, brochures, business cards and similar activities either for profit or nonprofit.

Private Club. A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational or recreational purpose primarily for the exclusive use of members and their guests.

Private Swimming Pool. Any structure that contains water over 24 inches (610 mm) in depth and which is used, or intended to be used, for swimming or recreational use and which is available only to the family and guests of the property owner. This includes inground, aboveground, portable and inflatable swimming pools, hot tubs and spas.

Professional Activities. The use of offices and related spaces for such professional services as are provided by doctors, dentists, lawyers, architects, engineers, and certified public accountants.

Professional Office. A building or portion of a building wherein services are performed involving predominately administrative, professional or clerical operations.

Projecting Sign. A display sign which is attached directly to the building wall and which extends more than fifteen (15) inches from the face of the wall.

REYNOLDSBURG ZONING CODE

Public Access Easement. An easement granted to the public for all the purposes for which a public sidewalk may be used, including but not limited to, pedestrian and bicycle travel.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants or substations, water treatment plants or pumping station, sewage disposal or pumping plants, and other similar public service structures by a public utility, by a railroad, whether publicly or privately owned, or by a municipal or other governmental agency, including the furnishing of electrical, gas, rail transport, communication, public or private water and sewage service.

Public Street. A public right-of-way used for vehicular traffic that is permanently maintained by the City of Reynoldsburg, by the State of Ohio, or by the federal government.

Public Swimming Pool. Any outdoor structure, chamber, or tank containing a body of water for swimming, diving, recreational use, or sanctioned event that is intended to be used collectively for swimming, diving, recreational use, or sanctioned event and is operated by any person whether as the owner, lessee, operator, licensee, or concessionaire, regardless of whether or not a fee is charged for use.

Public Uses. Public parks, schools, and administrative, cultural, and service buildings, not including public land or buildings devoted solely to the storage or maintenance of equipment and material.

Public Way. An alley, avenue, boulevard, bridge, channel, ditch, easement, expressway, freeway, highway, land, parkway, right of way, road, sidewalk, street, subway, tunnel, viaduct, walk, bicycle path or other ways in which the general public or a public entity have a right, or which are dedicated whether improved or not.

R

R.C. The Ohio Revised Code.

Real Estate/Model Home Sign. A temporary sign promoting the development, construction, rental, sale or lease of property.

GLOSSARY OF TERMS

Recreation Facility, Commercial. Recreation facilities open to the public, established and operated for a profit, such as commercial golf courses, golf driving ranges, swimming pools, ice skating rinks, riding stables, race tracks, carnivals, and similar commercial enterprises.

Recreation Facility, Institutional. Recreation-type facilities open to the public, established and operated for a profit and offering a learning environment. Such activities may include but are not limited to gymnastics, karate studio, exercise/gym facility, ceramics, photography and similar commercial enterprises.

Recreation Facility, Noncommercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for nonprofit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreation, camping, or travel use only, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: boat, travel trailer, camping trailer, truck camper, and motor home.

Recycling Center. A center for the collection and/or processing of recyclable materials. A recycling facility does not include storage containers located on a residentially, commercially or industrially designated site used solely for the recycling of material generated on the site.

Redevelopment. The increase of a developed property or building gross floor area or combination thereof by more than fifty percent (50%) over a seven year period.

Religious Assembly. A permanently located church, cathedral, synagogue, temple, mosque, or other place dedicated to religious worship. As part of its functions it may include the following incidental and subordinate uses subject to applicable federal, state and local regulations: offices, residences for clergy, religious instruction, educational institutions, private and special schools, day care centers, emergency shelters, and community and recreational activities.

Research Facility / Laboratory. A facility primarily for medical, optical, orthotic, prosthetic, or dental laboratory services, photographic, analytical, or testing services and/or engaged in the research, development and controlled production of high technology electronic, industrial or scientific products or commodities for sale.

Reservation. Any reservation of public land made by a developer in accordance with the provisions of these regulations.

REYNOLDSBURG ZONING CODE

Residential (Upper Floor). Where permitted, dwelling units located on a floor other than the ground floor.

Residential Care and Congregate Residential. An establishment operated for the purpose of providing special care or rehabilitation to the occupants, as defined in R.C. 5119.341 and 5123.19, including the following:

- A. Assisted living;
- B. Developmental disability dwelling;
- C. Elderly Care;
- D. Life Care or Continuing Care Services;
- E. Mental Health or Substance Abuse; and
- F. Nursing care.

Residential Model Home. A residential structure, permitted in all residential districts that is used by a licensed home builder/developer, real estate workers or realtor to demonstrate construction, display built-in amenities and color selection charts to prospective home buyers and promote the sale or lease of housing units. The model home may be staffed and furnished. (Ord. 25-97. Passed 6-12-97 :)

Restricted Open Space. Open space within any subdivision that is restricted from further development in accordance with a deed restriction or similar restrictive covenant.

Retail – Convenience with gasoline. A facility associated with the sale of gasoline products that also offers for sale prepackaged food items and tangible consumer goods, primarily for self-service by the consumer. Hot beverages, fountain-type beverages, and pastries may be included in the food items offered for sale.

Retail – Convenience without gasoline. A small retail establishment, usually located within or associated with another use, that offers for sale convenience goods, such as prepackaged food items, tobacco, periodicals, and other household goods.

Retail – Large format. A retail establishment containing consumer goods that exceeds 20,000 square feet.

Retail – Medium format. A retail establishment containing consumer goods that is between 5,000 and 20,000 square feet.

GLOSSARY OF TERMS

Retail – Pharmacy. A business substantially devoted only to the sale of pharmaceutical items, supplies, and equipment such as prescription drugs.

Retail – Shopping center – enclosed. A group of commercial establishments planned, constructed, and managed as a total entity shopping center with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, and protection from the elements.

Retail – Shopping center – outdoor. A group of commercial establishments planned, constructed, and managed as a total entity shopping center with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, whereby access to individual shops requires outdoor access from a shared sidewalk or road.

Retail – Small format. A retail establishment containing consumer goods that is no greater than 5,000 square feet.

Right-of-Way. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting and drainage facilities, and may include special features (required by the topography or treatment) such as grade separation, landscaped area, viaducts and bridges.

Road. See “Street”.

Routine Maintenance. Work that is planned and performed on a routine basis to maintain and preserve the condition of the building or site including but not limited to painting, addition of awnings, roof repair, parking rehabilitation, and window replacement and treatment.

S.

School – College / University. A post-secondary institution for higher learning that grants associate or bachelor’s degrees and may also have research facilities and/or professional schools that grant master and doctoral degrees. This may also include community colleges that grant associate or bachelor’s degrees or certificates of completion in business or technical fields.

REYNOLDSBURG ZONING CODE

School – Primary. A public, private, or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in schools within the state.

School – Secondary. A public, private, or parochial school offering instruction at the junior, and/or senior high school levels in the branches of learning and study required to be taught in the public schools within the state.

School – Trade. A school established to provide for the teaching of industrial, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum.

Screening. Improvements such as landscaping and fencing, or the intentional arrangement and location of uses, structures, and open spaces in a manner intended to mitigate or conceal negative impacts of one use upon another or to improve the appearance of the use.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews or space for loose chairs.

Semi-Nude. A state of dress or undress in which clothing covers no more than the human genitals, anus, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices or by other minor accessory apparel such as hats, gloves, and socks.

Semi-Public Uses. Places of worship, Sunday schools, parochial schools, colleges, hospitals, and other institutions of an educational, religious, charitable, or philanthropic nature.

Service Director. The Director of Public Service of the City of Reynoldsburg, as defined by the Administrative Code or City Charter.

Setback. A line established by these regulations and/or Zoning Ordinance or resolution, generally parallel with and measured from the front lot line, defining the limits of a front yard in which no building or structure may be located above ground, except as may be provided in such Codes.

GLOSSARY OF TERMS

Setback Line. A line established by the Zoning Ordinance generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in such Zoning Ordinance.

Sewage and Water Facilities. Sewage collection and/or water distribution systems provided or franchised by a public authority.

Sewage Disposal System, Group. An approved sewage disposal system which provides for the combined collection and disposal of sewage from a group of residential, commercial, or industrial buildings.

Sewage Disposal System, On-Site. A septic tank installation on an individual lot which utilizes an anaerobic bacteriological process for the elimination of solid wastes and provides for the proper and safe disposal of the effluent, subject to approval of health and sanitation officials having jurisdiction.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Shade Tree. A deciduous tree planted primarily for its high crown of foliage or overhead canopy and which typically reaches a height of at least forty (40) feet.

Shed. A storage structure constructed and located upon a property in accordance with the regulations applicable to the subject property the purpose of which is for the storage of yard equipment, recreational equipment or other consumer goods to be utilized by the residents of the subject property upon which such structure is located.

Shelter. A facility used to house or contain stray, homeless, abandoned, or unwanted animals and that is owned, operated, or maintained by an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.

REYNOLDSBURG ZONING CODE

Shooting Range – Indoor. A building open to the general public wherein the shooting of firearms is permitted for the practice of marksmanship, except indoor shooting galleries maintained or operated by any police department which is not available to the general public.

Shrub. That area which the City requires maintenance in order to preserve the sight distance and safety of motorists, pedestrians and bicyclists by requiring an unobstructed line of sight necessary for most drivers stopped at an intersection to see an approaching vehicle to avoid a collision. Further information is provided in Section 1180.07(a)(11).

Sidewalk. That portion of the road right of way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any display, figure, painting, placard, poster, drawing, letter, word, symbol, number, or any combination of these or any other device visible, with or without verbiage, which can be seen from the right-of-way and is designed to inform or attract the attention of persons not on the premises on which the sign or street graphic is located. Used to convey a message, advertise, inform or direct attention to a person, institution, organization, activity, place, object or product.

Sign Area. The entire area within a single continuous perimeter enclosing the extreme limits of writing, representation, emblem, or any figure or similar character together with any frame or other material or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed; excluding the necessary supports or uprights on which such sign is placed. The area of a sign having more than one display shall be computed as the total of the exposed exterior display surface area.

Sign, Bulletin Board. A structure containing a surface upon which is displayed the name of a religious institution, school or library, auditorium, stadium, athletic field or area of similar use for the announcement of services or activities to be held therein.

Sign, Construction. A sign indicating the names of architects, engineers, contractors and similar persons involved in the design and construction of a structure or project.

Sign Face. The surface of the sign upon, against or through which the message of the sign is exhibited.

Sign, Flashing. Any illuminated sign on which the artificial light or any part thereof has conspicuous or intermittent variation in intensity or color.

GLOSSARY OF TERMS

Sign, Governmental. A sign erected at the side of or above roads to give instructions or provide information to road users.

Sign Height. The vertical distance from the uppermost point used in measuring the area of the sign to the crown of the road on which the property fronts.

Sign, Moving. Any sign which in part or total, rotates, revolves or otherwise is in motion.

Sign, Name Plate. A sign designating only the name and address or the name and professional occupation and address of a person or persons residing in or occupying space in such building or premises.

Sign Panel. A structural object or portion of a structural object designed to form a distinct background area or frame for the display of a sign's information.

Sign, Painted Bulletin. An advertising structure on which advertising design is painted and posted, and which may incorporate the use of cutouts and/or other embellishments.

Sign, Poster Panel. An advertising structure measuring not more than twelve (12) feet by twenty-five (25) feet overall on which posters are displayed.

Sign, Promotional. A temporary sign, the function of which is to announce a special event.

Sign, Roof. Any sign which is erected over the roof or parapet above the roofline and/or receives any or all its support from the roof structure.

Sign Structure. The supports, uprights, bracing or framework for signs.

Sign, Warning. Any sign indicating danger or a situation which is potentially dangerous.

Site Plan. A drawing and other documents, subject to review and approval by the City, describing the planned improvements of a lot. A site plan is one of the following types:

REYNOLDSBURG ZONING CODE

- A. **Major Site Plan.** A plan review required for any development that meets the requirements on Section 1143.03(a)(1), and which is subject to review and approval by the Planning Commission;
- B. **Minor Site Plan.** A plan review required for any development which does not qualify for a major site plan review and consists of an improvement other than a single family dwelling, two-family dwelling, or a dwelling within a planned development, and which is subject to review and approval by the Planning and Zoning Administrator and other City staff; or
- C. **Residential Site Plan.** A plan review required for a single family dwelling, two-family dwelling, or a dwelling within a planned development, and which may be approved by the Planning and Zoning Administrator. (Also see Section 1143.03(a))

Site Obscuring Structure. Opaque or having such qualities as to constitute a complete visual barrier to persons outside the perimeter of the site obscuring object. A fence, which partially obscures a site, shall not be considered site obscuring if it has maintained at least 40% transparency.

Site Triangle. A triangle at an intersection, formed by the two roads or rights-of-way and a third line, which must be kept clear of obstructions such as hedges so that people in one road can see cars approaching on the other.

Skirting. The rigid physical attachments to a mobile home designed and intended to completely screen, shelter, and protect such mobile home's base and entire area between the floor surface and the ground, which includes, but not limited to, all electrical and plumbing conduits, insulation material, and undercarriage.

Social Activities. Any building and land used for private or semiprivate club activities, including lodges, fraternities, and similar activities.

Solar Panel. A solar photovoltaic panel, solar hot air or hot water panel collector device, or other type of energy system which relies upon solar radiation as a source for the generation of electricity or transfer of stored heat.

Solar Panel Array. An integrated assembly of solar panels with a support structure or foundation and other components.

Sold Sign. A temporary sign announcing that a property has been sold, leased or is no longer available.

GLOSSARY OF TERMS

Special Event. A temporary outdoor use of land for the purposes of a gathering, including but not limited to a fair, festival, celebration, or fundraiser.

Special Exception. A use which, due to its special characteristics or impacts, may only be approved subject to special application, review, and conditions.

Specified Sexual Activities. Any of the following activities , the fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; or Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; masturbation, actual or simulated; or Human genitals in a state of sexual stimulation, arousal or tumescence; or excretory functions as part of or in connection with any of the activities set forth above.

Stacking Space. Area where cars are permitted to wait in a resting state to access a use, or at a traffic signal or sign.

Storage – commercial gases. Any establishment whereby the primary activity is, or necessitates, the storage of compressed gasses.

Storage – Contractor. An unenclosed portion of the lot or parcel upon which a construction contractor maintains its principal office or a permanent business office. Designation of the lot or parcel as a contractor's storage yard would allow this area to be used to store and maintain construction equipment and other materials customarily used in the trade carried on by the construction contractor.

Storage – Self-Store. A building or group of buildings designed and used solely for the purpose of leasing interior space for the storage of personal property, household items and the inventory of commercial businesses where storage units are individually leased or rented and where access to storage units is infrequent. Outdoor storage and the storage of junk, explosives, flammable materials and other noxious or dangerous materials are specifically prohibited.

Storage – vehicular and boat. An enclosed or outdoor facility used solely for the storage of land-, air-, or water-based vehicles.

Storm Water Design Manual. The most current copy of the “Storm Water Design Manual”, which provides guidelines for developing proper and adequate storm water collection and disposal facilities will be on file in the office of the City Engineer. The Storm Water Design Manual is that manual prepared by the Mid-Ohio Regional Planning Commission.

REYNOLDSBURG ZONING CODE

Story. That portion of a building other than a cellar included between the surface of any floor and the surface of the floor above it or if there is not floor above it, then the space between the floor and the ceiling next above it. A basement shall be counted as a story if it is used for living quarters or if two-thirds of its volume is above the average finished grade of the adjoining ground. See also, "Basement".

Street. The full width between property lines bounding every public way of whatever nature, with a part thereof to be used for vehicular traffic and designated as follows:

- A. "Alley" means minor ways used primarily for vehicular service access to the back or side of properties abutting on other streets.
- B. "Arterial street" means a highway primarily for through traffic, carrying heavy loads and large volume of traffic, usually on a continuous route.
- C. "Collector street" means a thoroughfare, whether within a residential, industrial, commercial or other type of development, which carries traffic from local streets to arterial highways, including principal entrance streets of residential developments and primary circulation routes within such development.
- D. "Cul-de-sac" means a local street of relatively short length with one end open to traffic and the other end terminating in a vehicular turnaround.
- E. "Dead-end street" means a street or a portion of a street with only one vehicular traffic outlet.
- F. "Expressway" or "freeway" means a thoroughfare which carries relatively large volumes of traffic at a relatively high speed over long distances. Expressways are usually multi-lane highways for through traffic with all crossroads separated in grade and with full control of access.
- G. "Half-street" means a street or a portion of a street with only one-half of the width paved and having proper right of way. Usual access at edge of subdivision where the centerline is also the plat boundary
- H. "Local street" means a street primarily for providing access to residential, commercial or other abutting property.
- I. "Loop street" means a type of local street, each end of which terminates at an intersection with the same arterial or collector street, and whose principal radius points of the 180 degree system of turns are not more than 1,000 feet from such arterial or collector street, nor normally more than 600 feet from each other.
- J. "Major arterial street" or "principal arterial street" means a throughway which carries through traffic, usually intra-city, on a continuous route. Major arterial streets will have no curb parking and will have no curb parking and will use of marginal access roads, including limited access highways.
- K. "Marginal access streets" means a local street parallel and adjacent to an arterial highway, providing access to abutting properties and protection from the major street or arterial highway.

GLOSSARY OF TERMS

- L. “Minor arterial street” means a throughway which carries crosstown traffic from several neighborhoods, thereby servicing several residential collector streets.

The comprehensive plan gives additional guidance on street classification and definitions.

Street Tree. A tree planted in close proximity to a street in order to provide canopy over the street to provide shade and soften the street environment.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground.

Studio – Art. Work space for one or more artists or artisans, including the accessory sale of art produced on the premises, or gallery space.

Studio – Gymnastics/martial arts. A space used for physical indoor exercise which is offered in a class or organized format for activities such as gymnastics, martial arts, dance, aerobics, pilates, or circuit training.

Subdivider. Any individual, owner, developer, firm, association, syndicate, co-partnership, corporation, trust or any other legal entity commencing proceedings under these regulations as an applicant to affect a subdivision of land hereunder for himself or for another.

Subdivision.

- A. The division of any parcel of land shown as a unit or as contiguous units on or before January 1, 1976 into two or more parcels, sites or lots, any one of which is less than five acres for the purposes, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easement of access, and the sale or exchange of parcels between adjoining lot owners, where such sale or exchange does not create additional building sites, shall be exempted; or
- B. “Commercial Subdivision” means the improvement of one or more parcels of land for commercial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants or lease holders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities; or
- C. “Industrial Subdivision” means the improvement of one or more parcels of land for industrial structures or groups of structures involving the division or allocation of land for the opening, widening or

REYNOLDSBURG ZONING CODE

extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants or lease holders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities; or

D. "Minor Subdivision". See "Minor Subdivision".

Subdivision Regulations. The Subdivision Regulations of the City of Reynoldsburg, Chapter 1111 of Part Eleven, Land Use and Subdivision Regulations, of the Codified Ordinances of Reynoldsburg.

Swimming Pool. A body of water of artificial construction, used for swimming or recreational bathing, which is over eighteen inches (18") in depth at any point, and has more than one hundred (100) square feet of area on the water surface when filled to capacity, and including the bottom and sides of the pool, and the equipment appurtenances thereof.

T.

Tattoo/Piercing Establishment. A place, as defined by the Ohio Revised Code or the Ohio Administrative Code, where tattoo or body piercing services are provided.

Temporary Portable Storage Units. A transportable unit designed and used for the temporary storage of building materials, household goods, commercial goods, waste, or other similar materials.

Temporary Sign. A display sign, banner or other advertising device constructed of cloth, canvas, fabric or other light temporary material with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.

Temporary Special Land Use. A temporary use of land for a set amount of time, permitted in conjunction with the display or the display and sales of merchandise, goods, or materials.

Temporary Use. A temporary use of land for a set amount of time, permitted in conjunction with the display or the display and sales of merchandise, goods, or materials.

Tenants-in-Common. That form of real property ownership described in R.C. 5302.19, as the same may be amended from time to time.

GLOSSARY OF TERMS

Thoroughfare. See “Street”.

Thoroughfare Plan. A plan, adopted by City Council, which shows general locations and extent of existing, planned, and proposed streets and other transportation facilities of the City.

Tract. A continuous expanse of land.

Traditional or Natural Materials. Consists of clay bricks (full or thin set, if thin set, corners must have full brick appearance), stone, cultured stone (samples must be provided), wood or fiber cement board siding.

Transient Lodging. Lodging in which guest rooms are occupied for less than thirty (30) consecutive days

Tree Lawn. A small area, often planted with trees and grass, between a street and the sidewalk of that street.

Tree. A large woody plant having one (1) or several self-supporting stems or trunks and numerous branches and which may be deciduous or evergreen.

U.

Unit of a Building or Building Unit. A space occupying a portion of a building, containing an entrance from the building exterior, and separated from other such spaces by a party wall or walls.

Use. The specific purposes for which land or a building is designated, arranged, intended or for which it is or may be occupied or maintained.

Use, Accessory. A use located on the same lot with, and of a nature customarily incidental and subordinate to, the main use. Examples include: a parking lot for a commercial or industrial business; administrative and sales offices for an industrial plant; or a home occupation.

Use, Main. A use which is the dominant or principal activity or use of a lot.

REYNOLDSBURG ZONING CODE

Use, Permitted. A use which is permitted by right in a district, as listed on Table 1103.01A or as otherwise permitted by right in this Code, provided that such use shall comply with all provisions of this Code.

Use, Prohibited. A use which is not identified in this Zoning Code as either a permitted use or a special exception.

Use, Similar. A use which is not identified in this Code as a permitted use or a special exception in any district, but which is determined by action of the Board of Zoning Appeals and City Council to be a use sufficiently like or compatible with other uses in a district as to be allowed as a special exception in that district.

V.

Variance. An adjustment to the development standards of the zoning regulations, that does not apply to use or required density that is reviewed and approved, modified, or denied by the Board of Zoning Appeals after at least one public hearing.

Vehicular Care Services – Major. General repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, including body work, framework, welding, and major painting service.

Vehicular Care Services – Minor. The replacement of any part or repair of any part that does not require removal of the engine head or pan, engine transmission or differential; incidental body and fender work, minor painting and upholstering service. Above stated is applied to passenger automobiles and trucks not in excess of 7,000 pounds gross weight.

Vehicle Care Services – Washes. The use of a site for washing and cleaning of passenger vehicles, recreational vehicles, or other light duty equipment.

Vehicular Sales – Automobiles. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motor vehicles, or used motor vehicles as an ancillary use

GLOSSARY OF TERMS

of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sales – Boats. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new boats or watercraft, or used boats or watercraft as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sales – Motorcycles. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motorbikes or motorcycles, or used motorbikes or motorcycles as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sales - Recreational Vehicles. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new recreational vehicles or campers, or used recreational vehicles or campers as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sign. A sign mounted upon, painted upon, or otherwise erected on a trailer, truck, automobile or other vehicle parked or placed so that the signs thereon are visible from a public street or right of way.

Veterinary. A structure or premises utilized for the diagnosis and treatment of ill and injured animals and the short-term boarding incidental to the clinical use. A veterinary clinic cannot be implicitly interpreted as a kennel.

Vicinity Map. A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better locate and orient the area in question.

Visual Arts Center. A facility open to the public that is devoted to the visual arts.

W

REYNOLDSBURG ZONING CODE

Walkway. A public or private way, four (4) feet or more in width, for pedestrian use only, whether along the side of a road or not.

Wall, of a building. An external, vertical surface enclosing a portion of a building.

Wall, front. That wall of a building which most nearly parallels the front lot line of the lot on which the building is located or, for the purpose of locating a wall sign on a space within a multi-occupant building, that wall which is declared by the Planning Administrator to be the front wall, generally that wall which faces a common, central parking lot or drive.

Wall Sign. A display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Warehouse – large format. An enclosed storage facility which is used to store goods or parts, or for any part of the shipping process, that is greater than 50,000 square feet and includes cross-dock facilities.

Warehouse – small format. An enclosed storage facility which is used to store goods or parts, or for any part of the shipping process, that is under 50,000 square feet and does not include cross-dock facilities.

Warehousing, Private. A person or business whose primary concern and profit motive is manufacture, assembly or sale of finished products and who needs to receive, store and ship merchandise or commodities only for purposes of supporting the primary concern.

Warehousing, Public. A person or business whose primary purpose and profit motive is the receiving, storing and shipping of merchandise or commodities for one or more unrelated persons or businesses.

Water Supply Improvements. Those improvements determined by the City Engineer to be necessary to facilitate the satisfactory delivery of water in accordance with these regulations, with the City Water Department standards and applicable state and federal laws and regulations.

Weed. Any ground cover or shrub which is typically not installed for the purposes of landscaping; which is not typically propagated by the horticultural or nursery trades; or which presents a particularly noxious

GLOSSARY OF TERMS

allergenic or growth characteristic.

Wholesale and Distribution. An establishment that engages in the sale of goods, merchandise and commodities for resale by the purchaser.

Window Sign. A sign painted, attached or affixed to the interior or exterior surface of windows or doors of a building or suspended on the inside or outside of the windows or doors.

Working day. The days occurring Monday through Friday, excluding legal holidays. The time within which an act is required by law to be done shall be computed by excluding the first and including the last day; except that when the last day falls on the weekend or a legal holiday, the act may be done on the next succeeding day that is not the weekend or a legal holiday. ·

Y.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure above the general ground level of the graded lot upward; provided accessories, ornaments and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

Yard, front. A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.

Yard, rear. A yard extending between side lot lines across the rear of the lot and from the rear lot line to the rear of the principal building.

Yard, side. A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

Z.

REYNOLDSBURG ZONING CODE

Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or lands in accordance with the previously issued zoning permit.

Zoning District or District. An area depicted on the official zoning map comprised of properties and land uses that are otherwise intended to reflect the comprehensive plan.

Zoning Inspector. The City of Reynoldsburg Zoning Inspector.

Zoning Map. The map adopted as the Official Zoning Map of the City of Reynoldsburg by Ordinance No.131-95 and as amended.

Zoning Code. The part of the Codified Ordinances of the City of Reynoldsburg known and referred to as the City of Reynoldsburg Planning and Zoning Code, as it may be amended from time to time.

Zoning Permit. A document issued by the Zoning Inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.

GLOSSARY OF TERMS

A. Terms Applicable to Landscape Requirements

Crown Spread. The distance measured across the greatest diameter of the above ground portions of a plant.

Decorative Walls and Fences. Barriers constructed of wood, masonry or other appropriate material.

Developed Area. That a portion of a plot or parcel of land upon which a building, structure, pavement, landscaped material or other improvements, excluding public rights-of-way, have been placed.

Diameter at Breast Height (DBH). The diameter of the tree as measured at four and a half (4½) feet above grade. If a tree splits into multiple trunks below 4½ feet above grade, the trunk is measured at its most narrow point below the split.

Earth Mounds. Earthen physical barriers which block or screen a view, which have vegetation capable of preventing erosion, and have a maximum permitted slope of three feet horizontal to one vertical (3:1) where mounds are to be mowed.

Ground Cover. Landscape materials such as natural mulch or low growing plants installed in such a manner so as to form a continuous cover over the ground.

Interior Landscaping. The use of landscape materials within the boundaries of the parcel, exclusive of the perimeter landscaping.

Landscape Buffer. Landscape materials installed between certain land uses [i.e. (1) between multifamily and single-family uses, (2) between any residential and commercial uses, and (3) between any manufacturing and residential or commercial use], between thoroughfares and land uses, and between thoroughfares and off-street parking in order to reduce glare, unsightly views, and noise.

Landscape Material. Materials such as, but not limited to, living trees, shrubs, vines, lawn grasses, ground cover, landscape water features and non-living, durable material commonly used in landscaping, including, but not limited to, rocks, pebbles, sand, decorative walls and fences, earthen mounds, but excluding pavements or surfaces for

REYNOLDSBURG ZONING CODE

Native Plant Species. A plant species, other than noxious weeds, that are indigenous to the area and usually do not need human intervention to grow or reproduce.

New Structure. Any structure newly constructed or erected, except for fences, decks, signs, trash enclosures, swimming pools, playground equipment and accessory structures under 250 sq. ft., which requires location on the ground. Additions to, alterations to and/or reconstruction of an existing structure or building shall not be considered a new structure.

Opacity. The required percent of visual screening from adjacent properties in a vertical plane extending from the established grade to a required height.

Service Structures. Equipment or elements providing service to a building or a site including but not limited to loading docks, storage tanks, trash containers or receptacles, electrical transformers, utility vaults which extend above the surface, cooling towers, and heating and cooling units.

Shrub. A perennial plant which has persistent multiple woody stems from a common root and differing from a tree by its low stature and habit of branching from the base.

Substantial Expansion. When an existing structure or vehicular access area is expanded, altered, or enlarged where such expansion, alteration, or enlargement exceeds twenty-five (25) percent of the area of the existing structure or vehicular access area.

Tree. Any self-supporting, woody perennial plant which normally grows to an overall height of at least fifteen (15) feet.

Tree, Deciduous. Trees which normally shed their leaves in the fall.

Tree, Large. Any tree which normally attains a mature height equal to or greater than forty (40) feet.

Tree Lawn. That part of the street right of way not covered by sidewalk, bike path or other paving, lying between the sidewalk and street.

Tree, Major. An existing living tree with a DBH of at least eighteen (18) inches.

GLOSSARY OF TERMS

Tree, Measurement. The diameter in inches of a tree trunk measured six (6) inches above grade for trees equal to or less than six (6) inches in diameter or measured at DBH for trees larger than six (6) inches in diameter.

Tree, Medium. Any tree which normally attains a mature height greater than twenty-five (25) feet and less than forty (40) feet.

Tree, Small. Any tree which normally attains a mature height greater than fifteen (15) feet and less than twenty-five (25) feet.

Tree, Standard. A tree planted with a trunk caliper (diameter) of at least one and 3/4 (1¾) inches measured 6" above grade.

Vehicle Encroachment. Any protrusion of a vehicle outside of a parking space, display area, storage area, access way, or access aisle into a landscape area.

Vehicular Use Area. Any paved surface area, excepting public rights-of-way, used by any type vehicle, whether moving or at rest for the purpose of (including but not limited to) driving, parking, loading, unloading, or storage.

REYNOLDSBURG ZONING CODE

B. Terms Applicable to Wireless Telecommunication Structures

Antenna. Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Antenna Support Structure. Any building or other structure other than a Tower which can be used for location of Wireless Telecommunications Facilities.

Co-location. The use of a wireless telecommunications facility by more than one wireless telecommunications provider.

Engineer, Radio Frequency. An engineer who possesses the additional qualifications of holding a FCC General Radiotelephone Operator License and who has successfully completed training in electromagnetic field theory and antenna theory.

Equipment Shelter. The structure in which the electronic receiving and relay equipment for a Wireless Telecommunications Facility is housed.

FAA. The Federal Aviation Administration and any legally appointed, designated or elected agent or successor.

FCC. The Federal Communications Commission and any legally appointed, designated or elected agent or successor.

Height or Above Ground Level. When with respect to Chapter 1105.13, the distance measured from the finished grade at the base of the tower/structure to the highest point on the tower or other structure, including the base pad and any antenna.

Monopole. A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

GLOSSARY OF TERMS

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools and tennis courts, any other recreational facilities that the Planning Commission deems permissive. Streets, parking areas, structures for habitation and the like shall not be included.

Tower. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, wireless telecommunications towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

Towers, Pre-existing and Pre-existing Antennas. Any tower or antenna for which a building permit or special use permit has been properly issued prior to the effective date of this chapter, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.

Viewshed. The area surrounding a Wireless Telecommunications Facility or Antenna Support Structure, within which the Facility or Structure is visible from street level.

Wireless Telecommunications Facilities. Any cables, wires, lines, wave guides, antennas and any other equipment or facilities associated with the transmission or reception of communications as authorized by the FCC which a Person seeks to locate or has installed upon a Tower or Antenna Support Structure. However, the term Wireless Telecommunications Facilities shall not include: (1) Any satellite earth station antenna two meters in diameter or less which are located in an area zoned industrial or commercial; (2) Any satellite earth station antenna one meter or less in diameter, regardless of zoning category; (3) Antennas used by amateur radio operators are excluded from this definition.

REYNOLDSBURG ZONING CODE

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

ORDINANCE REQUEST

DATE: **November 25, 2019**

TO: **Andrew Bowsher, Development Director**
Parks and Recreation Committee

RE: **Annexation Acceptance of 1676 Lancaster Avenue**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

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

This legislation is an emergency in order to meet the timeline set by the ORC for annexations.

Council has already approved the ordinance designating services provided to this location. The petition and annexation request has been approve by the Franklin County Commissioners.

**AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL
PROPERTY LOCATED AT 1676 LANCASTER AVENUE IN TRURO TOWNSHIP,
OWNED BY RICHARD E. AND DOROTHY L. BARTH, AND DECLARING AN
EMERGENCY**

WHEREAS, Richard and Dorothy Barth (the "Property Owners"), are the owners of approximately 0.9 acres of located at 1676 Lancaster Avenue, being more fully described in Exhibit "A" of the Petition for Expedited Type II Annexation (the "Annexation Petition") attached hereto and incorporated herein (collectively, the "Property"); and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the proposed annexation to the City of Reynoldsburg, as applied for in the annexation petition approved by the Board of County Commissioners on October 22, 2019, is hereby accepted; and

WHEREAS, the Property is located outside of the corporate limits of any municipality, but is adjacent and contiguous to the corporate limits of the City of Reynoldsburg (“City”); and

WHEREAS, the Property Owners desire to obtain sanitary sewer and water services from the City, and the City desires to provide such services; and

WHEREAS, the Property Owners desire to obtain the zoning necessary to support the existing residential use of the Property; and

WHEREAS, the Property Owners desire to annex the Property into the City in order to obtain municipal services including sanitary sewer and water services; and

WHEREAS, the City desires to annex the Property in order to serve and to assist in the development of the Property for the benefit of its citizens and residents; and

WHEREAS, the City, after due and careful consideration, has concluded that the annexation, zoning, development, and use of the Property as contemplated by the Annexation Petition is consistent with the City’s plans and goals for the future development of Reynoldsburg and accordingly is in the best interests of the citizens and residents of the City.

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

Section 1: The City of Reynoldsburg hereby consents to the proposed annexation, and will make available sanitary and water services upon annexation in accordance with the Reynoldsburg Codified Ordinances and existing administrative regulations.

Section 2: Once the Property is annexed and becomes subject to City of Reynoldsburg zoning ordinances, and if the City of Reynoldsburg zoning ordinances permit uses on the Property that are determined by the City to be clearly incompatible with the uses permitted under current Truro Township zoning regulations applicable to adjacent land remaining within Truro Township, the City of Reynoldsburg will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed

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

Property to provide a buffer separating the use of the annexed Property and any adjacent land remaining within Truro Township.

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health and safety of the residents of the City of Reynoldsburg, and further that there is a submission deadline; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon the signature of the Mayor.

Resolution No. 0740-19

October 22, 2019

**Review of petition to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-21-19
(ECONOMIC DEVELOPMENT & PLANNING)**

WHEREAS, the Commissioners of Franklin County, State of Ohio, proceeded to journalize the petition, filed by Richard E. Barth, on September 17, 2019, and solicited to and/or been heard by all persons desiring to be reviewed for or against the granting of the Expedited Type 2 petition, and having considered all the facts with reference thereto, being fully advised, and

WHEREAS, the Commissioners make the following findings based upon the exhibits and testimony presented at the review of this matter:

1. The petition does meet all the requirements set forth in, and was filed in the manner provided in, section 709.021 of the Revised Code.
2. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all of the owners of real estate in that territory.
3. The territory proposed for annexation does not exceed five hundred acres.
4. The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation.
5. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.
6. The municipal corporation to which annexation is proposed has passed Resolution No. 99-19 agreeing to provide to the territory proposed for annexation certain services and adopting a statement regarding possible incompatible land uses and zoning buffer. The resolution was passed by the City of Reynoldsburg on September 23, 2019.

Resolution No. 0740-19

October 22, 2019

Review of petition to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-21-19 (ECONOMIC DEVELOPMENT & PLANNING)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

That, in accordance with the findings made in the preamble, which are incorporated herein, the prayer of the Petition be *approved*, and the territory sought to be annexed by the petition filed herein *shall* be annexed to the City of Reynoldsburg, in accordance with the law; that the orders and proceedings of this board relating to the Petition, and map and description attached thereto, and all papers on file relating to this matter be delivered forthwith to the Clerk of Council, City of Reynoldsburg, Ohio.

Prepared by: Matt Brown

C: Economic Development & Planning Department

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

SIGNATURE SHEET FOLLOWS

SIGNATURE SHEET

Resolution No. 740-19

October 22, 2019

REVIEW OF PETITION TO ANNEX 0.9 +/- ACRES FROM TRURO TOWNSHIP TO THE CITY OF REYNOLDSBURG CASE #ANX-21-19**(EDP - Economic Development and Planning)**

Upon the motion of Commissioner Kevin L. Boyce, seconded by
Commissioner John O'Grady:

Voting:

Marilyn Brown, President
John O'Grady
Kevin L. Boyce

Absent
Aye
Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Dean Hindenlang, Clerk
Board of County Commissioners
Franklin County, Ohio



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

RESOLUTION SUMMARY

Review of petition to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-21-19

Description:

Attached is a resolution to consider an Expedited Type 2 annexation of 0.9-acres, more or less, from Truro Township to the City of Reynoldsburg. The petition case number is ANX-21-19.

Owner:

Richard E. and Dorothy L. Barth

Agent:

Richard E. Barth

Site:

1676 Lancaster Avenue (PID# 263-000832)

Additional Information:

The total perimeter of the site is approximately 922 feet; approximately 922 feet, or 100 percent, of which is contiguous to the City of Reynoldsburg.

Analysis:

The applicant has met all statutory requirements outlined in Section 709.021 of the Ohio Revised Code. The applicant has provided proof of notification, and timeline and has provided a Resolution from the City of Reynoldsburg identifying the services that will be provided once the annexation has been approved and a statement regarding possible incompatible land uses and zoning buffer. Resolution No. 99-19 was passed by the City of Reynoldsburg on September 23, 2019.

Recommendation:

Pending any questions, staff would request your approval of this annexation.



Franklin County
Board of Commissioners

**ECONOMIC DEVELOPMENT
& PLANNING**

**MEMO
JOURNALIZATION**

TO: Dean Hindenlang, County Clerk
Franklin County Commissioners Office

FROM: Matthew Brown, Planning Administrator
Franklin County Economic Development & Planning Department

CC: James Schimmer, Director
Jenny Snapp, Assistant Director, Building, Planning and Zoning
Franklin County Economic Development & Planning Department

RE: Description of Expedited Type 2 annexation case to be
journalized on the **September 17, 2019** General Session
Agenda for consideration on **October 15, 2019.**

Case #ANX-21-19 - An Expedited Type 2 annexation petition ANX-21-19 was filed with the Franklin County Economic Development and Planning Department on September 11, 2019. The petition is requesting to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg. The petition will be considered by the Board of Commissioners on October 15, 2019.

Site: 1676 Lancaster Avenue (PID# 263-000832)

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schlimmer, Director

Application for Annexation Petition

Expedited Type 2

Duration: 10 ORC 5709.025

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Franklin County Planning Department
Franklin County, OH

Property Information

Site Address:

1676 LANCASTER AVE, Reynoldsburg

Parcel ID(s):

263-000832

Total Acreage:

0.9 ACRES

From Township:

TRURO

To Municipality:

Reynoldsburg

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name:

RICHARD E. + DOROTHY L. BARTH

Address:

1676 LANCASTER AVE.
Reynoldsburg OH 43068

Phone #

614 866 0142

Fax #

Email:

Staff Use Only

Case # ANX-21-19

Hearing Date: 10/15/19

Date Filed: 9/11/19

Fee Paid: \$250.00

Receipt #:

Received By: Matt Brown

Notification Deadline (5 days):

9/16/19

Svc Statement Deadline (20 days):

10/11/19

Attorney/Authorized Agent Information

Name:

RICHARD E. BARTH

Address:

1676 LANCASTER AVE
Reynoldsburg OH 43068

Phone #

614 327 8162

Fax #

Email:

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☒ Legal description of the property
- ☒ Fee Payment (checks only)
- ☒ Map/plot of property
- ☒ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Richard E. Barth
Property Owner

9-11-19
Date

Dorothy L. Barth
Property Owner

9-11-19
Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

**PETITION FOR ANNEXATION
OF 0.9 ACRES MORE OR LESS
TO THE CITY OF REYNOLDSBURG, OHIO
FROM THE TOWNSHIP OF TRURO**

RECEIVED

SEP 11 2019

Franklin County Planning Department
Franklin County, OH

ANX-21-19

TO THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, OHIO

The undersigned Petitioner in the premises, and being ALL of the OWNERS of real estate in the territory described, consisting of 0.9 acres, more or less in the Township of Truro which area is contiguous and adjacent to the City of Reynoldsburg, does hereby pray that said territory be annexed to the City of Reynoldsburg, according to the statutes of the State of Ohio.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto and made part hereof. Attached is a list of the owners of property adjacent to the territory proposed for annexation or adjacent to a road that is adjacent to that territory and located directly across the road from that territory.

The need for sewer and water service is the reason for annexation.

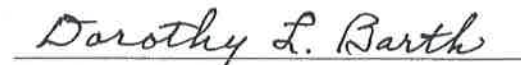
In support of said Petition, your Petitioners state that there is within the territory so prayed to be annexed, two owners of real estate.

I, Richard Barth, will act as agent for the undersigned Petitioners to make any amendment and/or deletion which in the owners absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Franklin County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO
APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY
COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS
SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY
BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY
LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.**


Richard E. Barth

Date: 9-11 —, 2019


Dorothy L. Barth

Date: 9-11 —, 2019

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

PROPOSED ANNEXATION OF 0.9± ACRES FROM: TRURO TOWNSHIP TO: CITY OF REYNOLDSBURG

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF TRURO, HALF SECTION 29,
SECTION 18, TOWNSHIP 18, RANGE 20, REFUGEE LANDS.

LEGEND

EXISTING CITY OF REYNOLDSBURG CORP. LINE

PROPOSED CITY OF REYNOLDSBURG CORP. LINE

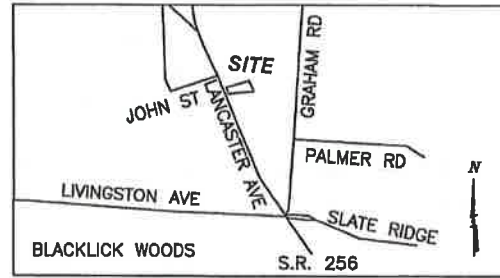
AREA TO
BE ANNEXED



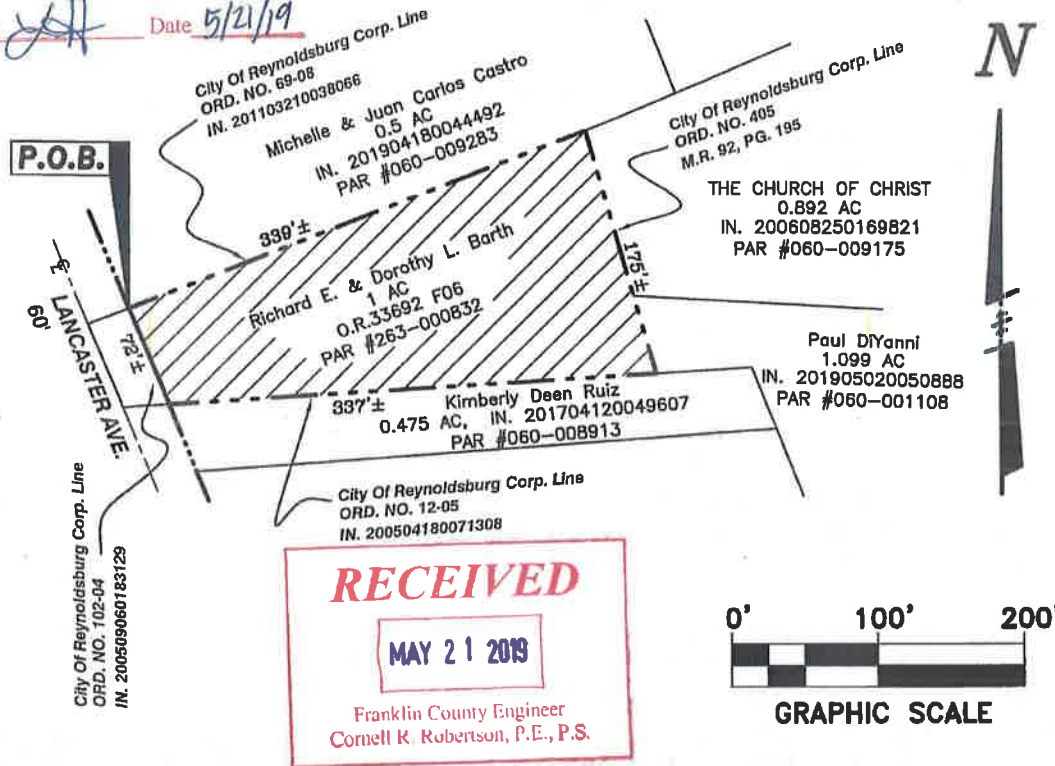
**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**

**CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER**

By [Signature] Date 5/21/19



LOCATION MAP
NO SCALE



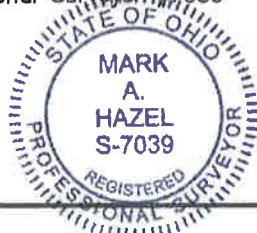
THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE FRANKLIN COUNTY ENGINEER,
RECORDER AND AUDITOR, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

THE TOTAL PERIMETER OF THE ANNEXATION AREA IS 922 FEET, OF WHICH 922 FEET IS
CONTIGUOUS WITH THE CITY OF REYNOLDSBURG, GIVING 100% CONTIGUITY.

PREPARED BY:

SITE ENGINEERING, INC.
7453 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
PHONE: (614) 759-9900

Mark A. Hazel, P.S. 5-10-19
Professional Surveyor #7039



FILE #4040

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ANX-21-19
Franklin County Planning Department
Franklin County, OH

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

SITE ENGINEERING

— Incorporated —
Civil Engineers & Surveyors

7453 East Main Street
Reynoldsburg, OH 43068
phone: 614-759-9900
fax: 614-759-9902
email: siteeng@ameritech.net

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**
JRNELL R. ROBERTSON, P.E., P.S. PROPOSED ANNEXATION OF 0.9+/- ACRES
FRANKLIN COUNTY ENGINEER FROM: TRURO TOWNSHIP
y Jeff Date 5/21/19 TO: CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Franklin, Township of Truro, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being 0.9 acres of land, more or less, and being all of that 1 acre tract described in a deed to Richard E. Barth and Dorothy L. Barth (Auditor's Tax Parcel Number 263-000832) of record in Official Record 33692 F06 (all references are to the records in the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING, at the intersection of the easterly right-of-way line of Lancaster Road with the northerly line of said 1 acre tract, the southerly line of that 0.5 acre tract described in a deed to Michelle & Juan Carlos Castro of record in Instrument 201904180044492, being in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 102-04, and recorded in Instrument 200509060183129 and an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 69-08, and recorded in Instrument 201103210038066;

Thence in a easterly direction, a distance of approximately 339 feet, along the northerly line of said 1 acre tract and southerly line of said 0.5 acre tract, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 69-08) to the northeasterly corner of said 1 acre tract, being at an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 405, and recorded in Misc. Record 92, Page 195;

Thence in a southerly direction, a distance of approximately 175 feet, along the easterly line of said 1 acre tract, a westerly line of that 0.892 acre tract described in a deed to The Church Of Chris of record in Instrument 200608250169821 and a westerly line of that 1.099 acre tract described in a deed to Paul DiYanni of record in Instrument 201905020050888 and along said existing City of Reynoldsburg Corporation Line, (Ord. 405) to a point on the northerly line of that 0.475 acre tract described in a deed to Kimberly Deen Ruiz of record in Instrument 201704120049607;

Thence in a westerly direction, a distance of approximately 337 feet, along the southerly line of said 1 acre tract and the northerly line of said 0.475 acre tract, being an existing City of Reynoldsburg Corporation Line as established by Ordinance Number 12-05, and recorded in Instrument 200504180071308 to the easterly right-of-way line of said Lancaster Avenue;

Thence in an northerly direction, a distance of approximately 72 feet, along the easterly right-of-way line of said Lancaster Avenue, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 102-04) to the Point of Beginning, containing 0.9 acres of land, more or less.

The above description was prepared in the office of Site Engineering, Inc. 7453 East Main Street Reynoldsburg, Ohio 43068, by Mark A. Hazel, P.S. #7039 in April 2019, from the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

SITE ENGINEERING, INC.

By Mark A. Hazel, P.S.
Mark A. Hazel
Professional Surveyor No. 7039

5-10-19
Date



RESOLUTION NO. 99-19**A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG
WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG
LANCASTER ROAD, AND DECLARING AN EMERGENCY**

WHEREAS, Richard E. and Dorothy L. Barth are the owners of approximately 0.9 acres of land located at 1676 Lancaster Road and are requesting annexation into the City of Reynoldsburg; and

WHEREAS, Ohio Revised Code §709.03(D) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation to the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

**NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF
REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:**

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

- A. The services of a full-time administrative staff including the City Attorney, City Auditor Utility Clerks, Clerk of Court, and Income Tax Commissioner.
- B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.
- C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately five minutes.

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Franklin County Planning Department
Franklin County, OH

ANX-21-19

- D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Truro Township Fire Department, which currently services the territory with fire protection and emergency medical services.
- E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.
- F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.
- G. In addition, the properties included in the annexation territory will be enhanced due to the following Village amenities:
 - 1. The following parks and public facilities:
 - a. Parks – JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
 - b. The Livingston House and Park
 - c. Reynoldsburg Senior Center
 - d. Reynoldsburg Community Center

Section 2. Wastewater collection and treatment and water treatment and distribution. The City has the capacity and will be able to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the financing of the construction of the water and sewer mains. The City's services are as follows:

- A. A 16" water main extension serves this property. The water main runs parallel with Lancaster Avenue.
- B. A 8" sanitary sewer line serves this property. The sanitary sewer line runs parallel with Lancaster Avenue.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Franklin County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Franklin County. The term "buffer" includes open space,

landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Franklin County

Section 6. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Passed this 23rd day of September, 2019.


Doug Joseph, President of Council

ATTEST: 
Mollie Prasher, Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 9/25/19

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg,
I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg,
do hereby certify that the foregoing copy are of originals, now on file,
have been certified by me, and the same are a true and correct copies.
WITNESS by my signature, this 23rd day of September, 2019.


Mollie Prasher, Clerk of Council
City of Reynoldsburg

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

**AFFIDAVIT OF RECEIPT
OF
ANNEXATION DOCUMENTATION
FOR THE PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

**State of Ohio
County of Franklin**

I, Richard Barth presented Annexation documentation for 1676 Lancaster Avenue, Reynoldsburg, Ohio 43068, to the Truro Township Trustees.

DATED this the 11 day of SEPT., 2019


Signature of Affiant


Signature of Truro Township

SWORN to subscribed before me, this 11th day SEPTEMBER, 2019


NOTARY PUBLIC

My Commission Expires:

January 24, 2022



Natalie Nicodemus
Notary Public, State of Ohio
Commission Expires January 24, 2022

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Franklin County Planning Department
Franklin County, OH

ANX-21-19

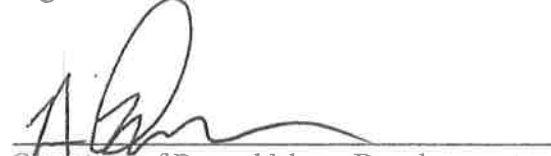
**AFFIDAVIT OF RECEIPT
OF
ANNEXATION DOCUMENTATION
FOR THE PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

State of Ohio
County of Franklin

I, Richard Barth presented Annexation documentation for 1676 Lancaster Avenue, Reynoldsburg, Ohio 43068, to the City of Reynoldsburg Development Department.

DATED this the 11 day of Sept., 2019


Signature of Affiant


Signature of Reynoldsburg Development
Department

SWORN to subscribed before me, this 11 day September, 2019



KALLE L. WILLIAMS
NOTARY PUBLIC - OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES 05/13/2023

My Commission Expires:

5/13/23

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: November 25, 2019****TO: Public Safety, Law and Courts Committee****RE: Phase 3 Animals & Fowl Cruelty to Animals**

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
---------------------------	---------------------	---------------

This legislation is the third phase of the update to the Animals & Fowl, Chapter 505, in the City of Reynoldsburg Code of Ordinances. This legislation addresses language regarding cruelty to animals.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.11 Killing or Injuring Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Chapter 505 ANIMALS AND FOWL, Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals are hereby repealed as attached as Exhibit A.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days

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

following the signature by the Mayor.

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING OR INJURING ANIMALS.

(a) No person shall maliciously or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal, **unless such act is to protect the public or themselves from serious injury from a dangerous animal.**

~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, **game warden, park ranger,** or animal control officer protecting the public or themselves from serious injury from a dangerous animal.

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; ~~CRUELTY TO COMPANION ANIMALS.~~

(a) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it with a sufficient quantity of good wholesome food and water during the confinement;

(2) Commit an act of cruelty against an animal.

(2) (3) Impound or confine an animal without affording it access to shelter from wind, rain, snow, heat, cold, or excessive direct sunlight during the confinement, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, “shelter” means an man made enclosure or windbreak;

(3) (4) Carry or convey an animal in a cruel or inhumane manner;

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

(a) (5) Whoever violates this section is guilty of a misdemeanor of the first degree.

(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

- ~~—— A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~
- ~~—— B. “Captive white tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~
- ~~—— C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~
- ~~—— D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~
- ~~—— E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~
- ~~—— F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the “Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~
- ~~—— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~
- ~~—— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~
- ~~—— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~
- ~~—— J. “Serious physical harm.” Means any of the following:~~
 - ~~—— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~
 - ~~—— 2. Physical harm that involves either partial or total permanent incapacity;~~
 - ~~—— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~
 - ~~—— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~—(6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~—A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~—B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~—C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~—(7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~—A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~—B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~—C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~—E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~—(8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane~~

~~society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

~~(ORC 959.99(D)) (Ord. 76-96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: November 25, 2019

TO: Public Safety, Law and Courts Committee

RE: Animals & Fowl Chapter Amendment Phase 5 Definitions

Approval:

Skipped Brad McCloud	Pending Jed Hood	Stephen Cicak
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This legislation is the fifth amendment to the Animals & Fowl Chapter 505, Section 505.01 Definitions

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.01 Definitions be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature by the Mayor.

505.01 DEFINITIONS.

As used in this chapter certain words are defined as follows, unless the context otherwise requires:

(a) "Animal" means any live, vertebrate creature, domestic or wild.

(b) "Dangerous dog ~~or other dangerous animal~~" means a dog ~~that, without provocation, and subject to division (b)(4) of this Section, has done any or other animal that meets any of the~~ following:

1. ~~A dog or other animal, that without provocation and subject to subsection (m)(2) below, has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, or causes physical harm to property as defined by section 501.01(n) or serious physical harm to property as defined by section 501.01(z), while that dog or other animal is off the premises of its owner, keeper or harbinger and not under the reasonable control of its owner, keeper, harbinger or some other reasonable person, or not physically restrained or confined in a locked pen which has a top or other locked enclosure which has a top.~~ **Caused injury, other than killing or serious injury, to any person;**

2. ~~A dog or other animal that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical harm or death to one or more persons, domestic animals or farm animals.~~ **Killed another dog;**

3. ~~"Dangerous Dog" does not include either of the following:~~ **Been the subject of a third or subsequent violation of Section 505.03.**

~~A. A police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.~~

~~B. A dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.~~

4. "Dangerous Dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

(c) "Domesticated" means any animal which is accepted by the general public as tameable and bred as a tamed animal for the purposes of man. These include, but are not limited to, dogs, house cats, gerbils, and guinea pigs.

(d) ~~"Exotic Animal" means any animal which is foreign and generally not native by birth to the local community.~~ shall have the same meaning as "dangerous wild animal" as defined in Chapter 935 of the Ohio Revised Code.

~~(e) "Farm animal" means, but is not limited to, cattle, sheep, goats, poultry or fowl, swine, horses, or mules.~~

~~(f)~~(e) "Hybrid" means the cross breeding of two or more species of animals that would not normally be bred together, including but not limited to, wolf-dog, coyote-dog, ocelot-house cat.

~~(g) "Menacing fashion" means that a dog or other animal would cause any person being chased or approached to reasonably believe that the dog or other animal will cause physical injury to that person.~~

~~(h)~~(f) "Own, keep or harbor" means to have legal title, ~~to~~ or custody or control over any dangerous animal. ~~or wild animal in the city, except as otherwise provided in Section 505.33.~~

~~(i)~~(g) "Owner" means any person, firm, association, or corporation owning or having a proprietary interest in ~~or possession, custody, or charge of a work~~ an animal.

~~(j)~~(h) "Person" means any natural person, association, partnership, organization, or corporation.

~~(k)~~(i) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

~~(l)~~(j) "Serious ~~injury physical harm~~" means serious physical harm as defined in section 501.01(y) and section 501.01(z). any of the following:

- (1) Any physical harm that carries a substantial risk of death;
- (2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
- (4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

~~(m) "Vicious dog or other vicious animal" means a dog or other animal meets any of the following:~~

1. ~~Without provocation, has killed or caused serious injury to any person;~~
2. ~~Without provocation, has caused injury, other than killing or serious injury, to any person, or has killed another dog or other animal;~~
- 3. ~~A dog or animal that has been trained for dog/animal fighting, or bred, or abused, or is kept primarily or in part for the purpose of dog/animal fighting.~~
- 4. ~~Any dog or animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals.~~

(k) “Vicious dog” means a dog that, without provocation and subject to division (m)(1) of this section, has killed or caused serious injury to any person.

1. "Vicious dog" does not include either of the following:

A. A police dog that has killed or caused serious injury to any person ~~or that has caused injury, other than killing or serious injury, to any person~~ while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;

B. A dog that has killed or caused serious injury to any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

~~(n)~~(l) "Wild Animal" means any non-domesticated animal which generally lives in its original natural state, and is not normally domesticated, and/or falls under the jurisdiction of the Ohio Department of Natural Resources.

~~(o)~~(m) "Without provocation" means that a dog or other animal was not teased, tormented or abused by a person, or that the dog or other animal was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog or other animal as a means of carrying out such activity.

(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03; Ord. 25-18. Passed 2-26-18.)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: November 25, 2019

TO: Public Safety, Law and Courts Committee

RE: Animals & Fowl Amendment Phase 6 Tethering and Dangerous Dogs

Approval:

Skipped Brad McCloud	Pending Jed Hood	Stephen Cicak
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This legislation is the sixth amendment to the Animals & Fowl Chapter 505 discussing tethering animals and Dangerous Dogs and Animals.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.37 Dangerous Dogs and other Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Section 505.13 Tethering Animals be added to Chapter 505 ANIMALS AND FOWL of the Code of Ordinances for the City of Reynoldsburg.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature by the Mayor.

505.13 TETHERING ANIMALS.

(a) No person shall tether an animal in any of the following circumstances:

(1) For more than six (6) hours total in a twenty-four (24) hour period and not more than two (2) unsupervised consecutive hours with no less than a one (1) hour period between tetherings;

(2) Between the hours of 11:00 p.m. and 6:00 a.m. other than short, not to exceed 15 minutes, periods for the animal to relieve itself;

(3) When a heat or cold advisory has been issued by a local or state authority or the National Weather Service;

(4) When a severe weather warning has been issued by a local or state authority or the National Weather Service;

(5) When the tether is less than twenty (20) feet in length;

(6) When the tether allows the animal to come within fifteen (15) feet of a sidewalk or property line;

(7) When the tether is attached by means of a pinch-type, prong-type, of choke-type collar or if the collar is unsafe or is not properly fitted;

(8) When the tether may cause injury or entanglement;

(9) When the tether is made of a material that is unsuitable for the animal's size and weight or that causes any unnecessary discomfort to the animal;

(10) When no owner or occupant is present at the premises;

(b) As used in this section, "tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place, allowing a radius in which it can move about.

(c) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the first degree on the third or any subsequent offense. Notwithstanding the foregoing penalties, if an animal becomes sick or injured as a result of this section, then whoever violates this section is guilty of a misdemeanor of the first degree.

505.37 DANGEROUS DOGS AND OTHER ANIMALS; PERMIT REQUIRED; FEE; IMPOUNDING.

(a) In addition to registration of a dog as required by Section 505.07 and Ohio R.C. Sections 955.03 and 955.09, the owner, keeper or harborer of a dangerous dog ~~or other~~

~~dangerous animal~~ as defined in 505.01(b) shall pay a permit fee to own, keep or harbor a dangerous dog to the City of Reynoldsburg and obtain the permit from the Chief of Police at a cost ~~set in the City's fee schedule~~ of thirty dollars (\$30.00) for such permit in addition to the payment of any fee for registration of the dog as required by the Ohio Revised Code and these Codified Ordinances.

(1) The owner, keeper, or harbinger of such dangerous dog ~~or dangerous animal~~ shall pay for the permit at the Reynoldsburg City Auditor's Office and receive a receipt. The receipt shall be presented to the Chief of Police in order to obtain a permit.

(b) (1) The permit to own, keep or harbor a dangerous dog ~~or dangerous animal~~ shall be valid only during the calendar year in which the permit is issued, and during the first twenty days of the following calendar year.

(2) The permit fee for any dangerous dog ~~or other dangerous animal~~ is ~~set in the City's fee schedule~~ thirty dollars (\$30.00) if purchased prior to July 1st of any calendar year. If the permit is purchased on or after July 1st of any calendar year, the permit fee is ~~half the rate set in the City's fee schedule~~ fifteen dollars (\$15.00).

(c) No owner, keeper or harbinger of a dangerous dog ~~or other dangerous animal~~, as defined in section 505.01(b), shall fail to publicly display a sign on the premises where the dangerous dog ~~or other dangerous animal~~ is kept or harbored that notifies the public of the presence of a dangerous dog ~~or other dangerous animal~~ on the property of the owner, keeper or harbinger. The owner, keeper or harbinger of the dog shall provide such sign which shall contain, in lettering that is at least two inches in height, the statement "caution, beware of dangerous dog ~~or other dangerous animal~~" or other statement that provides reasonable notice of the presence of a dangerous dog ~~or other dangerous animal~~ on the premises.

(d) No person shall own, keep, or harbor any dangerous dog ~~or other dangerous animal~~, as defined in section 505.01 (b) without registering and obtaining a permit as required in divisions (a) and (b) of this section for such dangerous dog ~~or other dangerous animal~~.

(e) ~~Any owner, keeper or harbinger of any dangerous dog as defined in division 505.01(b), shall provide satisfactory evidence of the fact that the dangerous dog has been neutered or spayed. Whoever violates division (c) or (d) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog or other dangerous animal in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog or other dangerous animal demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog or other dangerous animal shall be humanely destroyed.~~

(f) ~~Any~~ No owner, keeper, or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b), shall ~~provide satisfactory evidence of the fact that the dog has been permanently identified by means of a microchip and the dog's microchip number.~~ refuse to permit the routine inspection of such dangerous dog or other dangerous animal on the premises of the same by the animal control officer, police officer, or other person authorized by the mayor or police chief, county board of health or an employee or agent thereof, to insure compliance with the divisions contained herein or any provision of the Ohio revised code, nor conceal such dangerous dog or other dangerous animal from the animal control officer, police officer or other person authorized by the mayor or police chief, or county board of health, or an employee or agent thereof, attempting to accomplish such inspection.

(g) ~~No owner, keeper or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog or other dangerous animal within five hours of the discovery of the theft or loss.~~ Whoever violates division (c), (d), (e) or (f) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog shall be humanely destroyed.

(h) ~~Whoever violates divisions (f) or (g) is guilty of a misdemeanor of the fourth degree.~~ No owner, keeper or harbinger of a dangerous dog as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog within five hours of the discovery of the theft or loss.

(i) Whoever violates division (h) is guilty of a misdemeanor of the fourth degree.

~~(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03.)~~

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **November 25, 2019**

TO: **Finance and Administration Committee**

RE: 2020 Interim Budget Appropriation

Approval:

Completed Brad McCloud	Completed Jed Hood	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 an approved interim 2020 budget in place by December 31, 2019.

**AN ORDINANCE TO MAKE INTERIM APPROPRIATIONS FOR EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF
OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND
DECLARING AN EMERGENCY**

WHEREAS, appropriations are required effective January 1, 2020 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2020.

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

SECTION 1. That the following interim appropriations are hereby made in the General Fund (110):

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

SECTION 2. That the following interim appropriations are hereby made in the following funds:

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, 2019 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 2019 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for 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 \$_____ 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 \$_____ 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 \$_____ 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

Mayor's Office**Brad McCloud****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

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, 2020.

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 interim appropriations for operation of the City beginning January 1, 2020 with a final budget being adopted by City Council prior to April 1, 2020; wherefore, upon adoption by Council this Ordinance shall be in effect January 1, 2020 upon the signature by the Mayor.

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: November 25, 2019

TO: Finance and Administration Committee

RE: Fund HSA Accounts for 2020

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

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

This legislation is to fund the HSA savings plans for employees for 2020.

	FAMILY	SINGLE
Chapter 160	Up to \$4000	Up to \$2000
FOP	as negotiated in contract	
FOP-OLC	as negotiated in contract	
FOP-POBA	as negotiated in contract	

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2020, AND DECLARING AN EMERGENCY

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

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

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 2020:

	FAMILY	SINGLE
Chapter 160	Up to \$4000	Up to \$2000
FOP	as negotiated in contract	
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. That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the city and further to be effective January 1, 2020, as per Labor Contracts and PPM; wherefore upon adoption by the Council, this Ordinance shall be in effect on January 1, 2020 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 25, 2019

TO: Finance and Administration Committee

RE: Amend Definitions in Employee Compensation Policy

Approval:

Completed Brad McCloud	Pending Jed Hood	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 allow for implementation on January 1, 2020.

**AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION,
SECTIONS 160.01 DEFINITIONS AND 160.02(a) and (f) PAY GRADES 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 Chapter 160 Employee Compensation, Section 160.01 Definitions and Section 160.02(a) and (f) Pay Grades of the Code of Ordinances for the City of Reynoldsburg shall be and is hereby amended as shown in Exhibit A.

SECTION 2: That existing Sections 160.01 and 160.02(a) and (f) of Chapter 160 be and are hereby amended.

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, wherefore upon adoption by Council this Ordinance shall be in effect on January 1, 2020 upon signature by the Mayor.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: November 25, 2019****TO: Finance and Administration Committee****RE: Installation of Equipment to Enhance City Communications**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Authorization for the Mayor to enter into a contract with Sphere, LLC. 7708 Green Meadows Drive, Suite E, Lewis Center OH 43035 for installing of equipment on the Verizon Cell Tower, and waive the competitive bidding process as Verizon requires the use of only select contractors and declaring it an emergency.

The is an emergency for the financial needs of the City's government to have this done while weather permits and funding is available.

AN ORDINANCE TO AUTHORIZE TO ENTER INTO A CONTRACT WITH SPHERE, LLC FOR THE INSTALLATION OF DIGITAL COMMUNICATION ON THE VERIZON CELL TOWER, WAIVE THE BIDDING PROCESS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has a number of City owned facilities that require the need for clear and effective communication ; and

WHEREAS, currently the electronic/digital communication systems from facility to facility

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

are weak or non-existent; and

WHEREAS, in order to facilitate effective electronic communication, the City has an opportunity to install a microwave dish on a Verizon tower near the community center at no reoccurring cost; and

WHEREAS, the City must use an approved Verizon installer and pay any costs associated with such installation of \$29,750.00.

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

SECTION 1. That the Mayor be and is hereby authorized to execute a contract with Sphere, LLC for the installation of a microwave dish on the Verizon tower to improve and enhance electronic communication between various City facilities.

SECTION 2. That the cost of said project is \$29,750.00 with funds appropriated from account 110.584.5361 Computer Maintenance.

SECTION 3. That Council hereby waive the competitive bidding process as Verizon requires the use of only select contractors and authorize the Mayor to sign a contract Sphere, LLC.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the installation in a timely manner; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



City of Reynoldsburg
 November 12, 2019
 Quote Tower Install
 Attn: Joe Taggart

Joe,

The following is our quote to provide tower services for the microwave dish install.

Scope Inclusions:

1. Includes Mobilization to site
2. Supply and install tower mount as specified by structural analysis.
 - a. Tower mount – Site Pro (UGLM4)
 - b. (4) – 2 3/8" mast pipes for dish mounting
3. Install microwave equipment **supplied by** City of Reynoldsburg.
 - a. Azimuth of each dish to be set using 3z GPS alignment tool
4. Supply and install tower banding for cabling support to the base of the tower
 - a. All tower installation material to be supplied by Sphere
5. Supply and install 1' ice bridge to base cabinet
 - a. Install proper grounding to existing tower grounding system
6. Supply and install 24"x24"x 10" NEMA 3R enclosure for PoE equipment
 - a. Enclosure to be installed on H frame between ice bridge posts
7. Furnish & install (1) 120V, 20 amp circuit for Verizon at H-frame
8. Provide close out documents as required by Verizon

Material:	\$ 4,750.00
Labor:	\$25,000.00
Project Total:	\$29,750.00

Exclusions:

- Engineering drawings

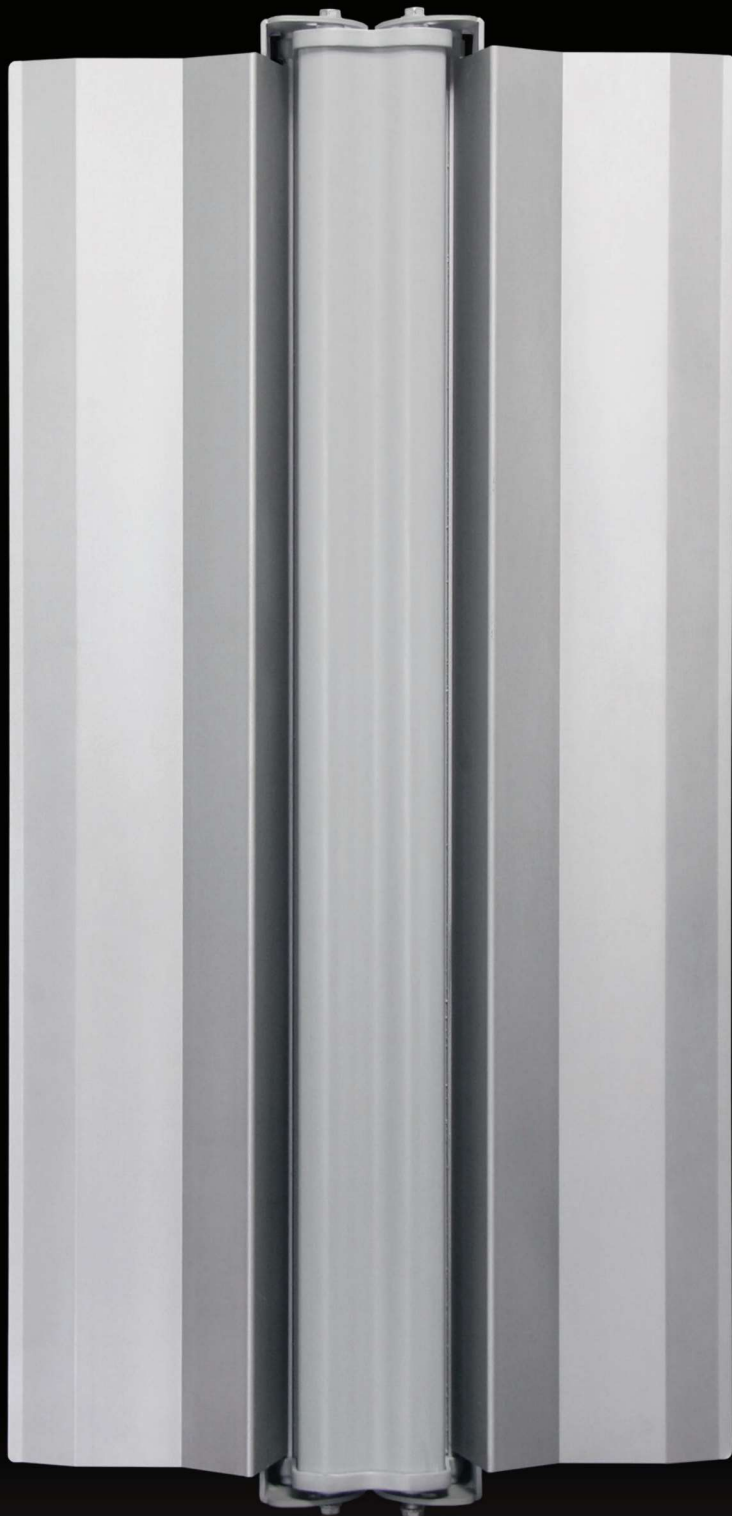
If you have any questions regarding any of the above items, please contact our office.

William Russmann - Sphere LLC

7708 Green Meadows Drive (Suite E)
 Lewis Center, OH 43035
 740-548-4978 (Office)
 800-364-6038 (Fax)
wrussmann@spherellc.com

Sphere LLC FED ID – 31 1758916

Attachment: Sphere Quote Tower install (Contract with Sphere, LLC for Verizon Tower)



airMAX™ TITANIUM SECTOR

Advanced RF Isolation Variable Beamwidth Antenna

Models: AM-V2G-Ti, AM-V5G-Ti, AM-M-V5G-Ti

Carrier-Class 2x2 MIMO PtMP BaseStation

Adjustable Beamwidth Configuration

Reduced Co-Location Interference



10.l.b

Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)



Packet Pg. 398

airMAX™ TITANIUM SECTOR

Advanced Carrier-Class PtMP Basestation Antenna

Introducing the airMAX Titanium Sector, which continues the evolution of Ubiquiti's best-in-class sector antennas. Advanced RF isolation and variable beamwidth configuration put the Titanium Sector at the forefront of sector antenna technology.

Reduced Co-Location Interference

Drawing on Ubiquiti's depth of electrical and mechanical engineering expertise, Ubiquiti has developed the airMAX Titanium Sector to be highly resistant to noise interference in co-location deployments.

Adjustable Beamwidth Configuration

Having adjustable beamwidth options enhances scalability and streamlines inventory. The airMAX Titanium Sector may be custom configured for any deployment requiring a 60°, 90°, or 120° sector.

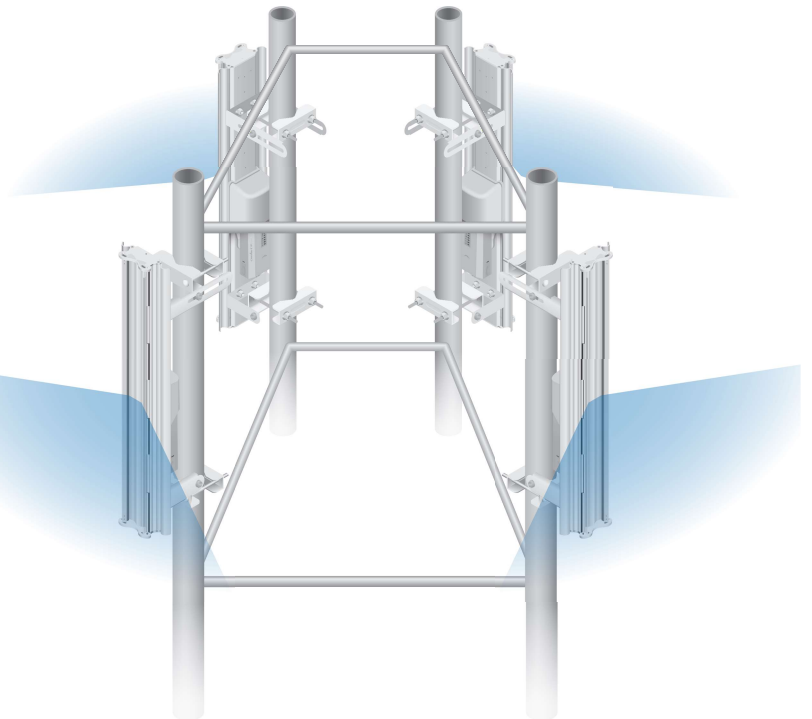
Antenna gain changes according to the configured beamwidth.

Model	60°	90°	120°
AM-V2G-Ti	17 dBi	16 dBi	15 dBi
AM-V5G-Ti	21 dBi	20 dBi	19 dBi
AM-M-V5G-Ti	17 dBi	16 dBi	15 dBi

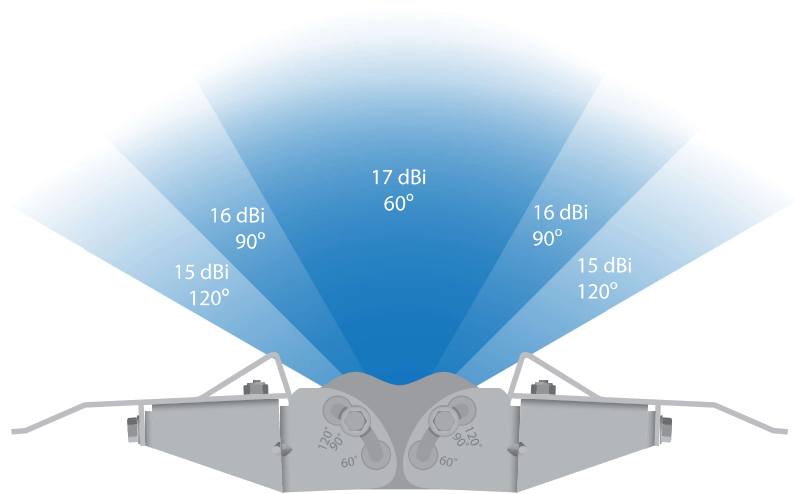
Increased Performance

The airMAX Titanium Sector was specifically engineered for optimal performance when paired with a Rocket™M Titanium.

- 20% increase in performance with PtMP networks
- Up to 90% performance improvement in a co-location environment
- Increased durability in harsh weather



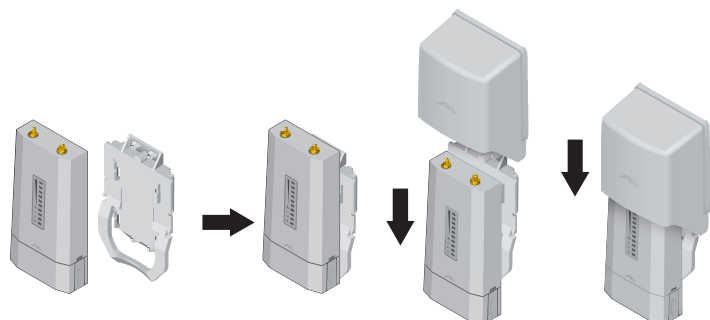
Ideal for Co-Location Deployments



AM-V2G-Ti Adjustable Beamwidth

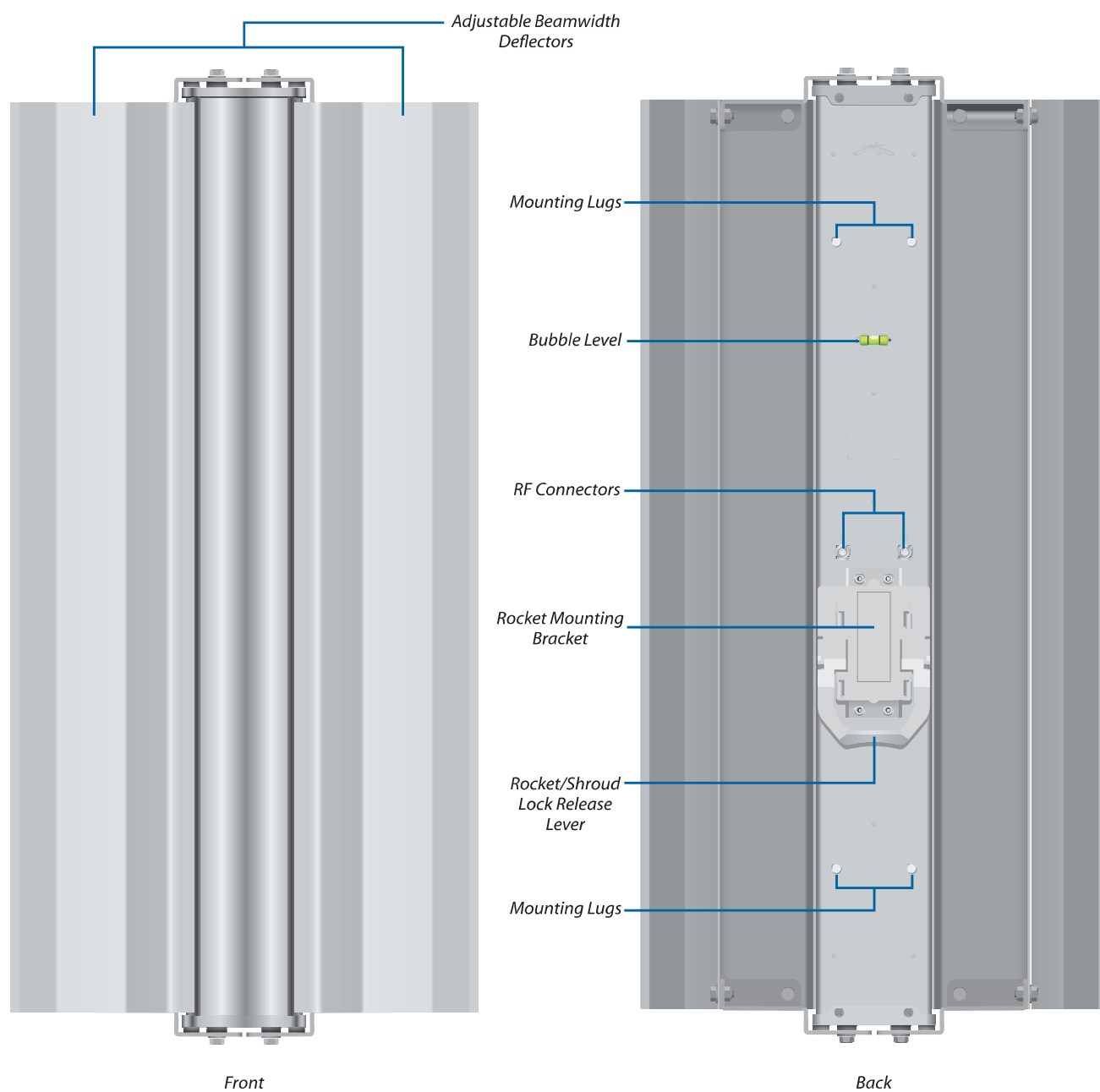
Easily Mount and Protect Your Rocket

The Titanium Sector has an integrated Rocket mount that allows you to mount the Rocket without the use of any tools. The custom-designed Protective Shroud helps to shield your Rocket from the elements.



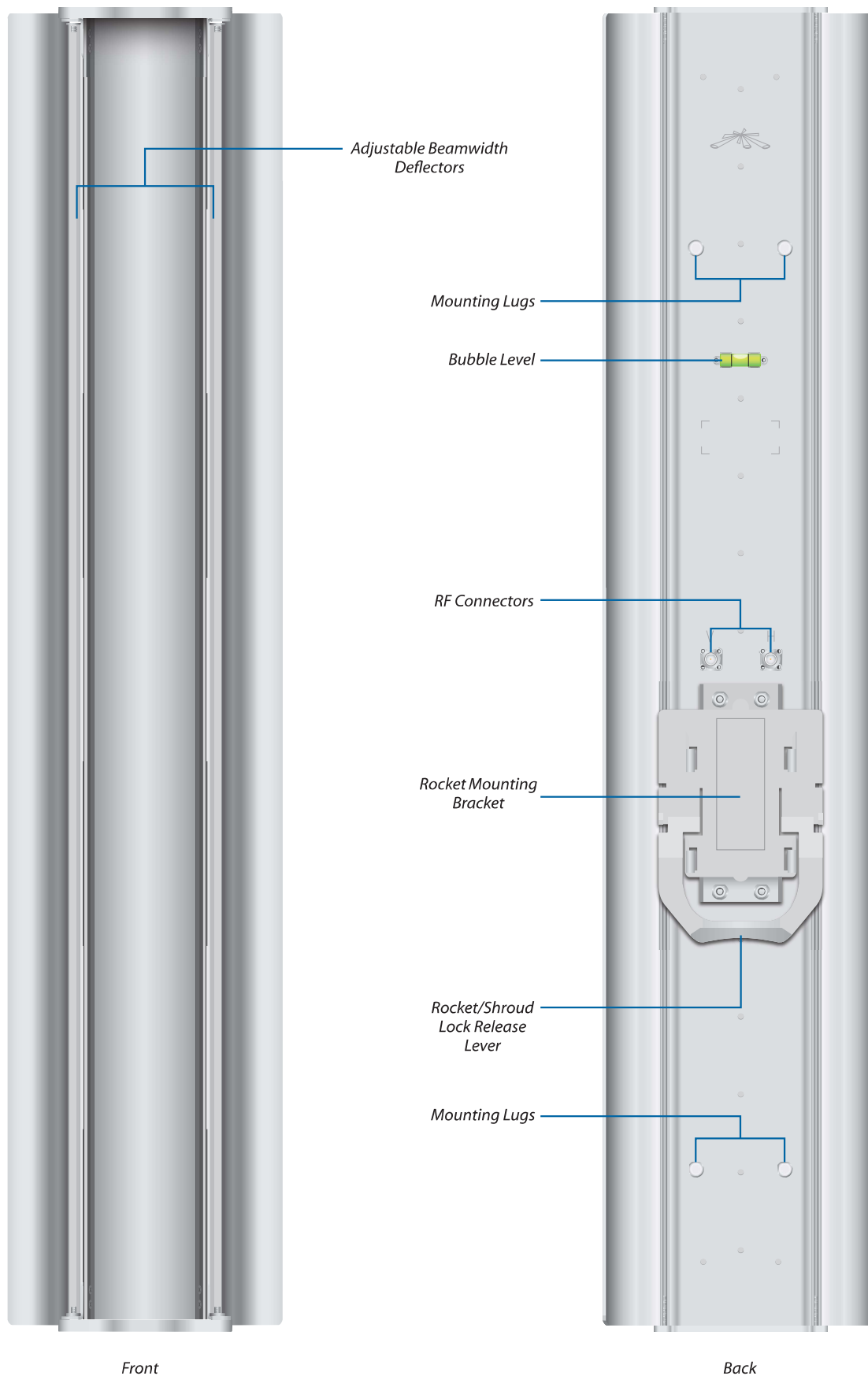
Overview

Model: AM-V2G-Ti



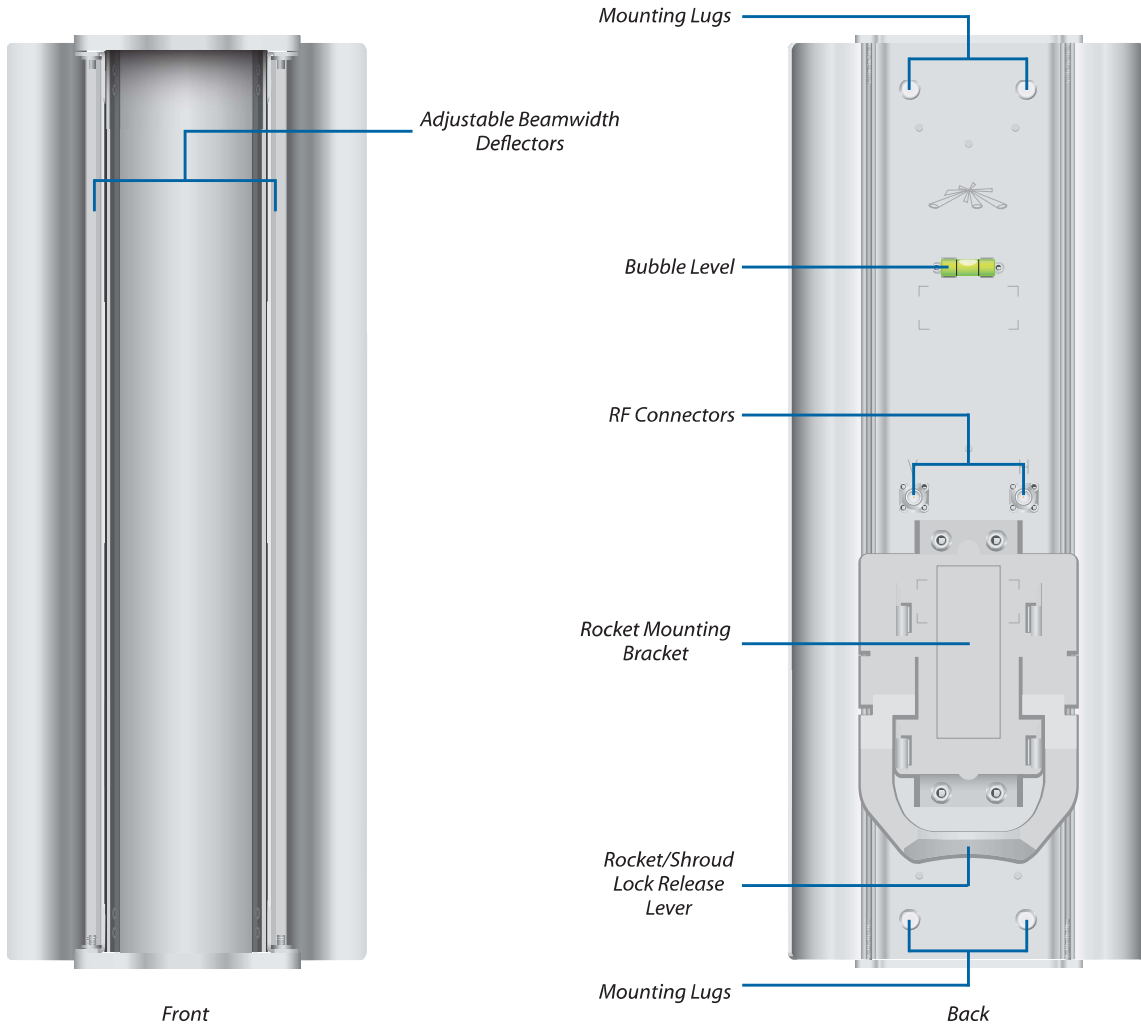
Model: AM-V5G-Ti

10.I.b



Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)

Model: AM-M-V5G-Ti



ATTACHMENT: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)

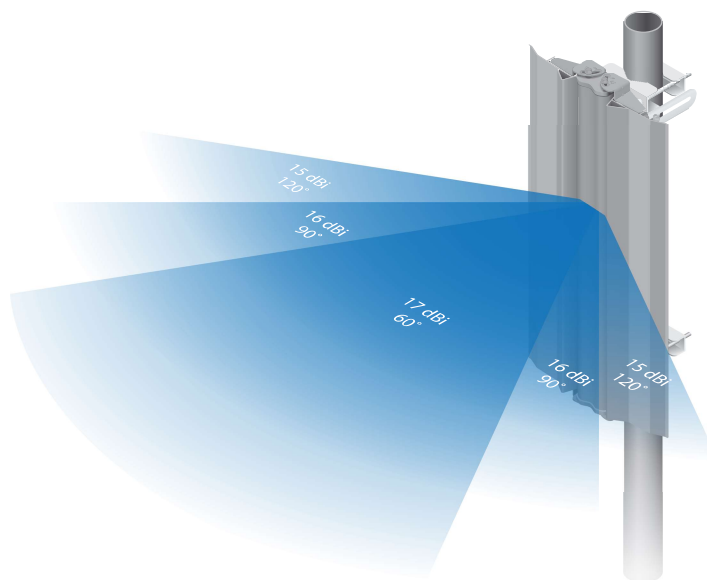
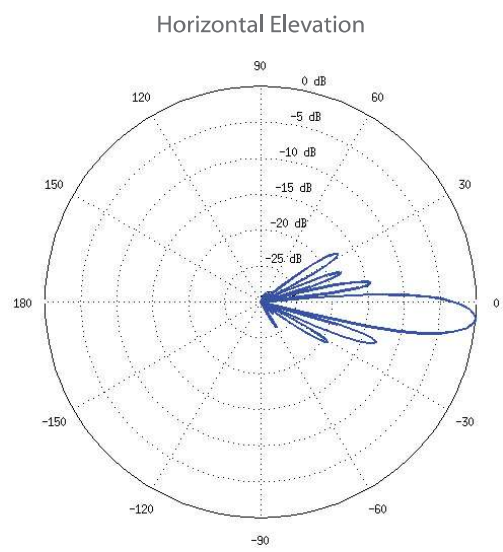
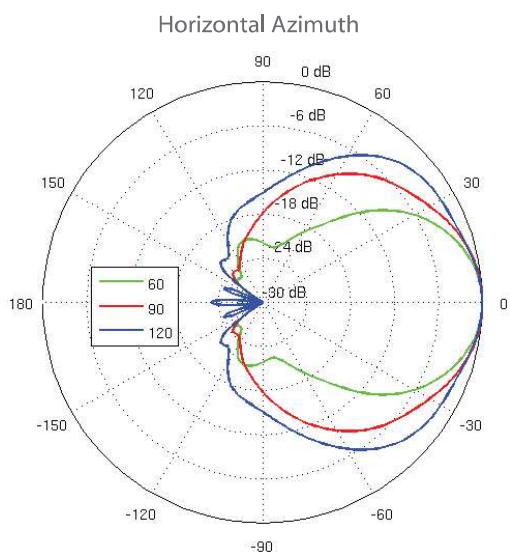
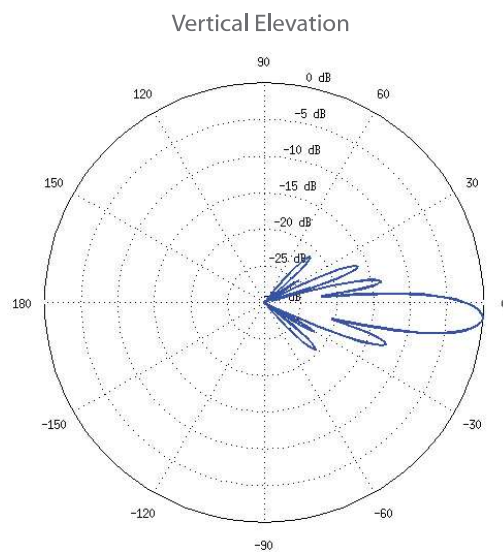
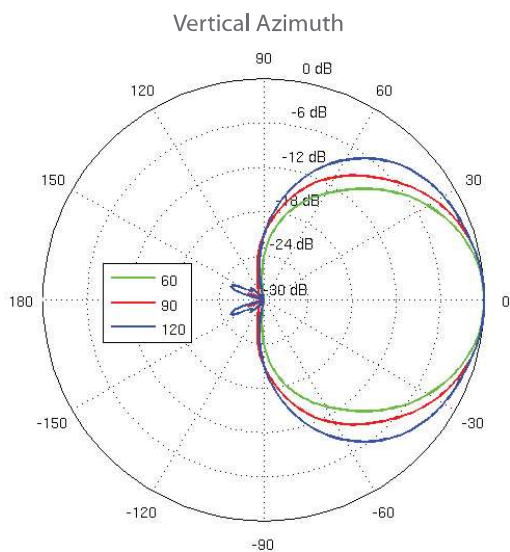
Specifications

Model: AM-V2G-Ti	
Dimensions	773 x 372 x 120 mm
Weight	6.40 kg (with Brackets)
Frequency Range	2.3 - 2.6 GHz
Beamwidth Angles	60°/ 90°/ 120°
Gain (Beamwidth Dependent)	17 dBi @ 60° 16 dBi @ 90° 15 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	4°
Wind Survivability	125 mph
Wind Loading	92 lbs @ 100 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
Front-to-Back Ratio	30 dB Typical
Max. VSWR	1.5:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM2 Titanium RocketM2
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC

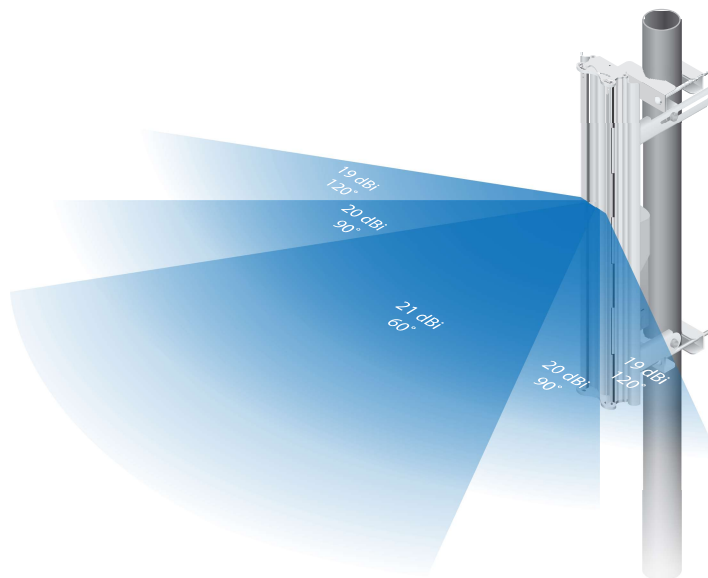
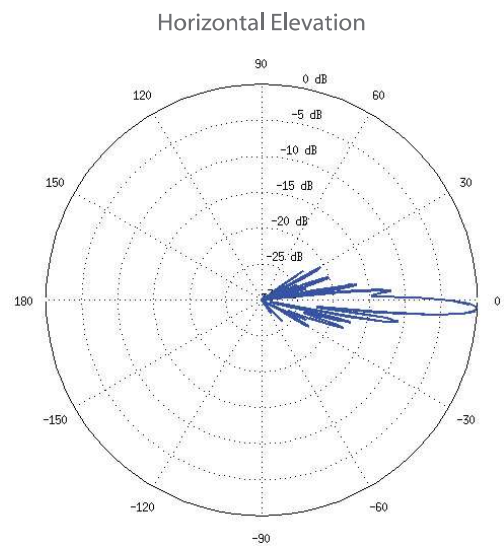
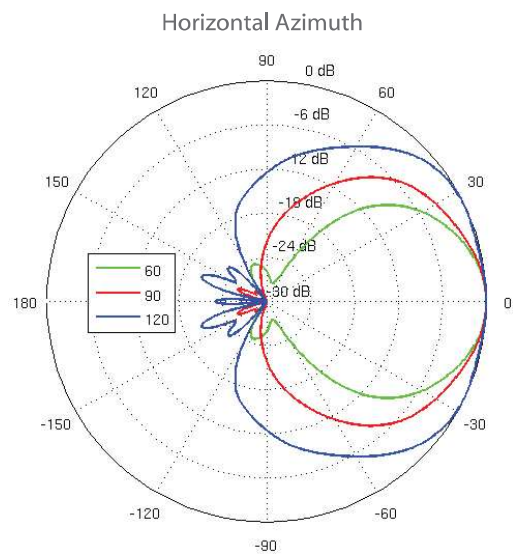
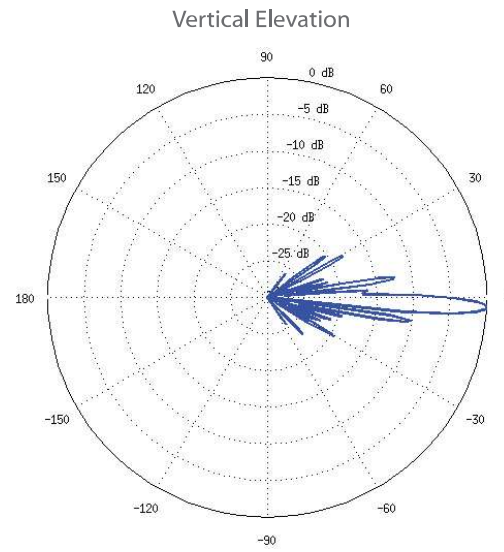
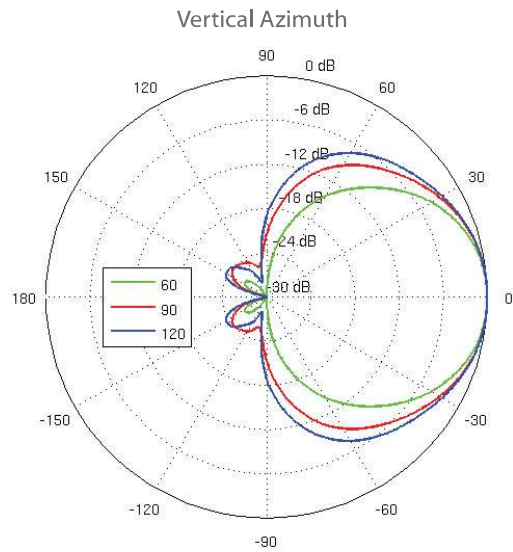
Model: AM-V5G-Ti	
Dimensions	721 x 149.1 x 75.7 mm
Weight	3.72 kg (with Brackets)
Frequency Range	5.45 - 5.85 GHz
Beamwidth Angles	60°/ 90°/ 120°
Gain (Beamwidth Dependent)	21 dBi @ 60° 20 dBi @ 90° 19 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	2°
Wind Survivability	125 mph
Wind Loading	37 lbs @ 120 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
Front-to-Back Ratio	30 dB Typical
Max. VSWR	1.5:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM5 Titanium RocketM5 GPS RocketM5
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC

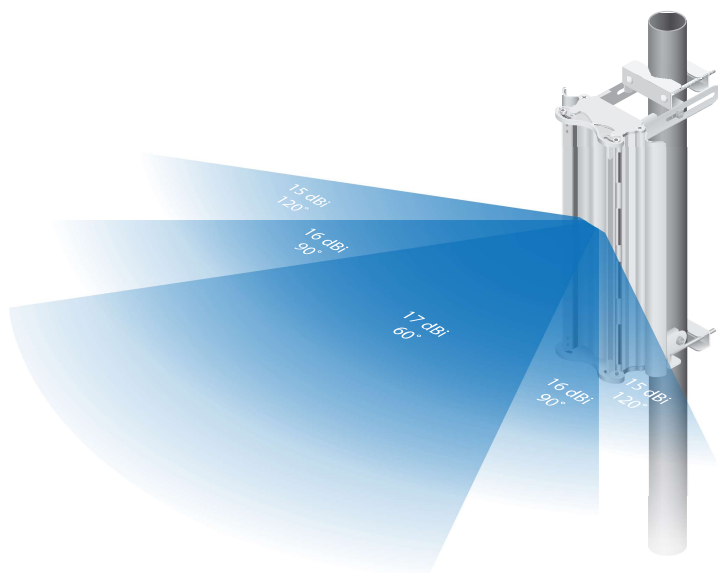
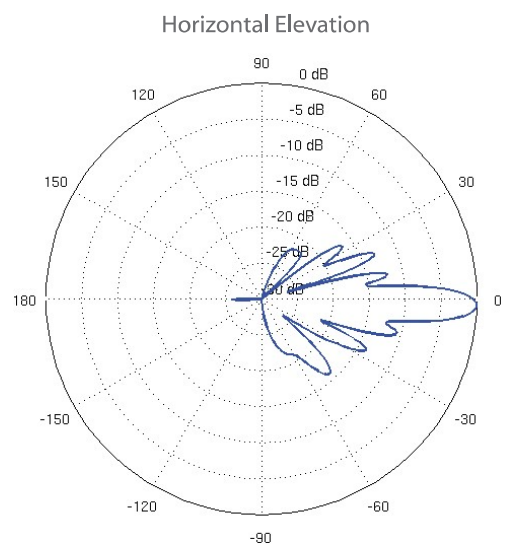
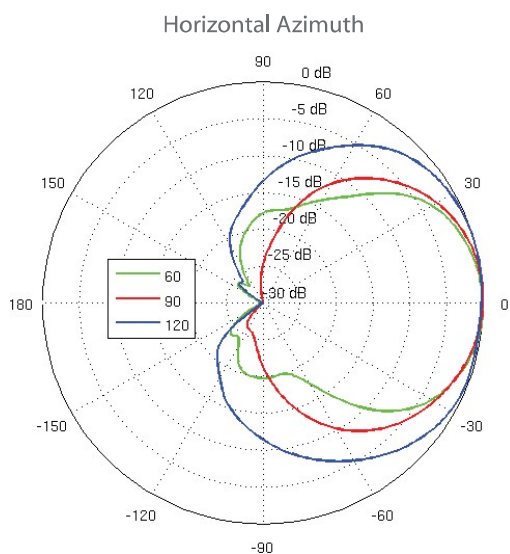
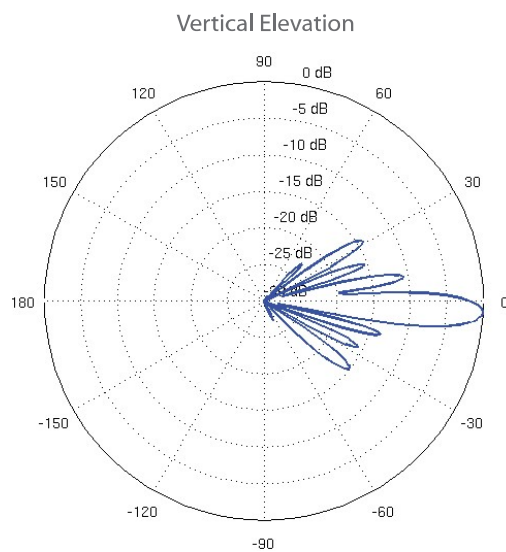
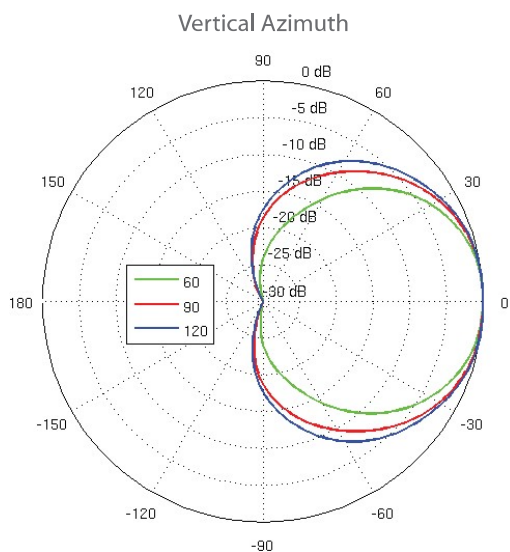
Specifications

Model: AM-M-V5G-Ti	
Dimensions	385 x 149 x 76 mm
Weight	3.25 kg (with Brackets)
Frequency Range	5.45 - 5.85 GHz
Beamwidth Angles	60° / 90° / 120°
Gain (Beamwidth Dependent)	17 dBi @ 60° 16 dBi @ 90° 15 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	3°
Wind Survivability	125 mph
Wind Loading	15 lbf @ 100 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
F/B Ratio	35 dB Typical
Max. VSWR	1.7:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM5 Titanium RocketM5 RocketM5 GPS
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC



Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)





Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)

TOUGH Cable™

OUTDOOR CARRIER CLASS SHIELDED

Protect your networks from the most brutal environments with Ubiquiti Networks' industrial-grade, shielded Ethernet cable, TOUGH Cable.

Increase Performance

Dramatically improve your Ethernet link states, speeds, and overall performance with Ubiquiti TOUGH Cables.

Extreme Weatherproof

Designed for outdoor use, TOUGH Cables have been built to perform even in the harshest weather and environments.

ESD Damage Protection

Protect your networks from devastating electrostatic discharge (ESD) attacks.

Extended Cable Support

TOUGH Cables have been developed to increase power handling performance for extended cable run lengths.

Bulletproof your networks

TOUGH Cable is currently available in two versions: PRO Shielding Protection and CARRIER Shielding Protection.

TOUGH Cable PRO is a Category 5e, outdoor, carrier-class shielded cable with an integrated ESD drain wire.

TOUGH Cable CARRIER is a Category 5e, outdoor, carrier-class shielded cable that features an integrated ESD drain wire, anti-crosstalk divider, and secondary shielding. It is rated to provide optimal performance on Gigabit Ethernet networks.

Additional Information:

- 24 AWG copper conductor pairs
- 26 AWG integrated ESD drain wire to prevent ESD attacks and damage
- PE outdoor-rated, weatherproof jacket
- Multi-layered shielding
- Available in lengths of 1000 ft (304.8 m)

TERMS OF USE: Ubiquiti radio devices must be professionally installed. Shielded Ethernet cable and earth grounding must be used as conditions of product warranty. TOUGH Cable is designed for outdoor installations. It is the installer's responsibility to follow local country regulations, including operation within legal frequency channels, output power, indoor cabling requirements, and Dynamic Frequency Selection (DFS) requirements.

For further information, please visit www.ubnt.com.

All specifications in this document are subject to change without notice.

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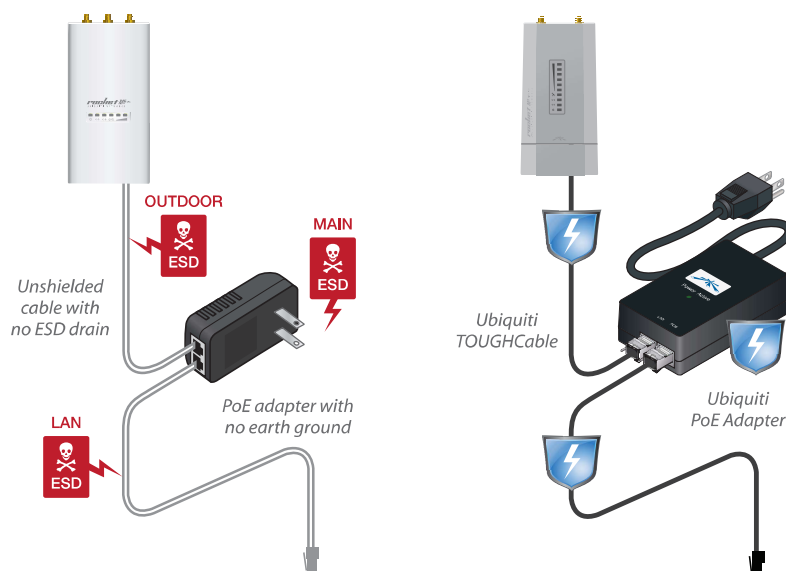


TOUGH Cable Connectors

Specifically designed for use with Ubiquiti TOUGH Cables and available in 100-pc. bags, TOUGH Cable Connectors protect against ESD attacks and Ethernet hardware damage, while allowing rapid field deployment without soldering.

ESD attacks are the leading cause for device failures. The diagram below illustrates the areas vulnerable to ESD attacks in a network.

By using a grounded Ubiquiti Power over Ethernet (PoE) Adapter along with Ubiquiti TOUGH Cable and TOUGH Cable Connectors, you can effectively protect against ESD attacks.



PHJL122112

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: November 25, 2019****TO: Public Safety, Law and Courts Committee****RE: Fixed Asset Removal**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
---------------------------	----------	----------------------------

PD pieces of equipment are beyond repair and no longer operational.

Council is requesting release of the digital recording mixer

Service Department is requesting the release of an HP Designjet 1770 Plotter Printer

#Item		Date Purchased	Cost
1929	1 Precor C956i Treadmill Reconditioned	07/15/14	\$2,795.00
1930	1 Precor C956i Reconditioned Treadmill	07/15/14	\$2,795.00
Council	Pre Sonus Studiolive Digital Recording Mixer 1/1/1998		\$1,800.00
Service	HP Designjet 1770 Plotter Printer	12/28/2010	\$2,510.98

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST**

Police Department

David Plesich

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6947 Phone

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

From the Police Department

Tag #	Item
1929	Precor C956i Treadmill Reconditioned
1930	Precor C956i Treadmill Reconditioned

From Council

588	PreSonus Studiolive Digital Performance & Recording Mixer
-----	---

From the Engineer Department

2493	HP Designjet 1770 with hard disk
------	----------------------------------

SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: November 25, 2019

TO: Stephen Cicak, City Auditor Finance and Administration
Committee

RE: Amend water rate schedule to a 4% increase to all water users, 1%
over Columbus

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Skipped Stephen Cicak
-------------------------	---------------------	--------------------------

Emergency/Suspension: Emergency

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

City of Columbus is Charging us a 3% increase water rates in 2020. We will be increasing our water rates 1% higher than Columbus to allow for inflation and cost of living increases from 2019 for the City of Reynoldsburg.

I am requesting an ordinance authorizing the Mayor to amend the City's Water Rate Schedule (953.01)(a) to increase 2020 water rate from \$8.04 per 1,000 gallons to \$8.36 per 1,000 gallons. It is a 4% percent increase from 2019.

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~eight dollars and four cents (\$8.04) per thousand gallons effective January 1, 2019.~~ EIGHT DOLLARS AND THIRTY SIX CENTS (\$8.36) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2020.

.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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

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 ~~seven dollars and eighty one cents (\$8.04) per thousand gallons effective January 1, 2019~~ eight dollars and four cents (\$8.36) per 1000 gallons shall be effective January 1, 2020.

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 necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor

WATER COLUMBUS RATE	WATER USAGE											2012	2013	2014	2015	2016	2017	2018	2019	2020 EST	2021 EST	2022 EST	2023 EST
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011												
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actual	Actual	Actual	Projection	EST	EST	EST	EST
POPULATION (LOW GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	131	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	45	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0	0	0
LOW GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,095,582,854	1,081,795,748	1,152,826,950	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION (HIGH GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	-184	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-63	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0	0	0
HIGH GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,095,582,854	1,081,795,748	1,152,826,950	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION INCREASE	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158	37,158
NEW NET RESIDENTIAL ACCOUNTS	-44	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0	0	0
COMPOSITE WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,205,704	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,095,582,854	1,081,795,748	1,152,826,950	1,152,826,950	1,152,826,950	1,152,826,950
90% OF USAGE IS BILLABLE																							
Gallons per day per pop	92.19	95.54	91.98	98.10	105.83	103.61	100.17	90.20	90.23	96.00	96.80	96.93	90.44	88.89	83.58	81.57	77.44	80.78	79.76	85.00	85.00	85.00	85.00
Percentage Usage received	89%	88%	85%	82%	80%	78%	75%	79%	76%	69%	69%	69%	70%	72%	71%	77%	77%	76%	74%	75%	75%	75%	75%

Water Fund

Water Fund

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 EST	2021 EST	2022 EST	2023 EST
REVENUES																							
SERVICE CHARGES	2,352,242	2,562,378	2,489,968	2,543,000	2,909,210	3,045,055	3,294,953	3,978,340	4,136,754	4,452,982	4,914,612	5,361,149	5,426,893	5,535,225	5,391,111	6,155,472	6,063,979	6,487,946	6,430,821	7,225,528	7,514,549	7,815,131	8,127,736
CIP FEE													329,220	766,830	740,128	789,716	777,494	774,977	766,407	864,620	864,620	864,620	864,620
CAPACITY FEE	815,385	805,316	608,181	342,944	612,933	222,380	223,238	232,562	8,745	38,470	32,060	51,878	27,400	73,990	79,276	14,599	29,726	68,379	20,000	20,000	20,000	20,000	20,000
OTH SOURCES (BONDS)	374,850	0	991,738	0	0	0	1,800,000	862,223	842,538	379,010	117,282	1,002,474	97,262	63,119	63,119	63,119	1,563,119	63,119	63,119	63,119	63,119	63,119	63,119
TOTAL SYSTEM REV.	3,542,477	3,367,694	4,089,887	2,885,944	3,522,143	3,267,435	5,318,191	5,073,125	4,988,037	4,870,462	5,063,954	6,415,501	5,880,775	6,439,164	6,273,634	7,022,906	8,434,318	7,394,421	7,280,347	8,173,267	8,462,288	8,762,870	9,075,475
EXPENSES																							
COLUMBUS CONTRACT	1,649,659	1,854,482	1,848,548	2,079,729	1,743,268	3,165,462	2,745,078	2,994,347	3,312,973	3,706,367	4,254,971	4,371,469	4,446,762	4,434,232	4,293,718	4,429,778	4,335,100	4,549,260	4,593,797	5,014,866	5,165,312	5,320,271	5,479,879
O & M	606,097	594,665	620,891	644,228	606,172	616,111	611,195	593,869	701,403	694,357	651,064	568,293	773,929	637,105	638,853	761,198	697,941	830,147	1,181,335	1,228,588	1,277,732	1,328,841	1,381,995
TRANSFER TO GEN FUND	75,000	75,000	75,000	106,748	106,748	106,748	106,748	106,748	106,748	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577
CIP/ OTHER TRANSF			167,489		821,688	159,960	1,502,690	218,428	745,891	224,226	94,352	808,623	99,763	353,836	892,756	392,899	937,116	1,395,392	1,300,330	695,212	698,489	695,212	718,213
DEBT SERVICE	644,029	261,905	1,254,842	345,624	347,063	343,561	416,129	1,397,435	346,659	453,112	412,781	443,750	480,786	340,274	316,396	315,872	382,553	365,757	367,758	369,594	365,229	255,110	256,720
TOTAL EXP	2,974,986	2,786,052	3,966,770	3,176,329	3,624,939	4,391,841	5,381,840	5,310,827	5,213,674	5,206,639	5,541,745	6,320,712	5,929,817	5,894,024	6,270,300	6,028,324	6,481,287	7,269,133	7,571,796	7,436,837	7,636,339	7,728,011	7,965,384
NET OP. INCOME	567,491	581,642	123,117	-290,385	-102,796	-1,124,406	-63,649	-237,702	-225,638	-336,177	-477,791	94,789	-49,042	545,140	3,334	994,582	1,953,031	125,288	-291,449	736,429	825,949	1,034,858	1,110,091
FUND BAL / TOT EXP	0.91	1.18	0.86	0.98	0.83	0.43	0.34	0.30	0.26	0.20	0.10	0.10	0.10	0.19	0.18	0.36	0.63	0.58	0.52	0.63	0.72	0.84	0.96
FUND BALANCE	2,710,042	3,291,684	3,414,801	3,124,416	3,021,620	1,897,214	1,833,565	1,595,863	1,370,225	1,034,048	556,257	651,046	602,004	1,147,144	1,150,478	2,145,060	4,098,091	4,223,379	3,931,930	4,668,359	5,494,308	6,529,166	7,639,257

Columbus Rate	1.59	1.59	1.67	1.82	1.95	2.04	2.24	2.61	2.84	3.08	3.31	3.57	3.72	3.72	3.83	3.98	4.10	4.14	4.22	4.35	4.48	4.61	4.75
% Increase	10.42%	0.00%	5.03%	8.98%	7.25%	4.50%	10.00%	16.50%	8.50%	8.50%	7.50%	8.00%	4.00%	0.00%	3.00%	4.00%	3.00%	1.00%	2.00%	3.00%	3.00%	3.00%	3.00%
Reynoldsburg Rate	2.45	2.55	2.65	2.65	2.87	3.13	3.57	4.28	4.64	5.13	5.59	6.12	6.49	6.49	6.81	7.22	7.51	7.81	8.04	8.36	8.69	9.04	9.40
% Increase	19.51%	4.08%	3.92%	0.00%	8.30%	9.00%	14.00%	20.01%	8.50%	10.50%	9.00%	9.50%	5.97%	0.00%	5.00%	6.00%	4.00%	4.00%	2.85%	4.00%	4.00%	4.00%	4.00%

CIP COSTS-WATER

2012	2013
804,927.00 Phase I Huber	98,099.53 Huber Water Line
Phase II Huber	1,663.24 Summit Rd
Hydraulic Water Model	0.00 Misc bal in CIP fee collected
3,696.00 Summit	99,762.77
808,623.00	
2014	2015
18,081.00 Misc Water projects	25,572.00 Misc Water projects
10,442.00 Brice Rd	212,268.00 Huber Water Line
319,936.00 Huber Water Line	216,449.00 E Broad Water Tank
1,000.00 E Broad St Tank	438,467.00 Furth
4,377.00 Furth Dr Waterline	
373,957.46 carryover	
727,793.46	892,756.00
2016	2017
908.00 Brice Road	Misc Water projects Current YR CIP receipts
25,170.00 Taylor Rd	7,801.00 Furth
10,477.00 E Broad Water	929,054.00 2017 Main st waterline
67,341.00 Furth	Main Street
7,205.00 2015 Street	261.00 Briarcliff
280,177.00 Briarcliff	
1,621.00 2017 Main St	
392,899.00	937,116.00
2018	2018
810,632.00 Bal of 2017 water line	558,462.00 2017 Main St
-165,623.00 2018 Debt pmt from CIP	836,930.00 Baldwin
1,489,320.00 carryover from 2017 (CIP TAB)	
212,000.00 misc equipment	
2,346,329.00	1,395,392.00
2020	2021
864,620 2020 CIP	864,620 2021 CIP
-169,408 debt payment Main St	-166,131 debt payment Main St
695,212	698,489

Proposed Rates - 2020

- Water: 3.0%
 - Sewer: 3.0%
 - Storm: 2.0%
- Overall % Increase To Residential Bill: **2.95%**

- Average Estimated Quarterly Residential Bill \$ Increase: **\$8.46**
- Average Estimated Annual Residential Bill \$ Increase: **\$33.84**
- Low income and senior discounts continue.

Utility Increase Comparison 2020 Rate Increase

[illegible]

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 25, 2019**

TO: **Andrew Bowsher, Development Director Finance and
Administration Committee**

RE: Amend Wastewater Rates for 4%, 1% Over the Columbus Increase

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

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

City of Columbus is Charging us a 3% increase sewer rates in 2020. We will be increasing our water rates 1% higher than Columbus to allow for inflation and cost of living increases from 2019 for the City of Reynoldsburg.

I am requesting an ordinance authorizing to increase 2020 wastewater rate from \$8.29 per 1,000 gallons to \$8.62 per 1,000 gallons. It is a 4 percent increase from 2019.

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, 2019 eight dollars and twenty nine cents (8.29) per 1,000 gallons.~~ JANUARY 1, 2020 AT THE RATE OF EIGHT DOLLARS AND SIXTY TWO CENTS (\$8.62) PER 1,000 GALLONS.

**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**

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

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

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, 2019 eight dollars and twenty-nine cents (\$8.29) per 1,000 gallons~~ January 1, 2020 at the rate of eight dollars and sixty-two cents (\$8.62) 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 necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor

SEWER COLUMBUS RATE USAGE PER DAY BASED ON POP																		11.c.a										
		63.99		54.24		60.57		57.72		57.69		52.86		55.16		54.73			54.91		50.52		55.00		55.00		55.00	
		2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 est	2020 est	2021 est		2022 est									
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est	Est	Est		Est									
POPULATION (LOW GROWTH)		33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158										
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0										
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0	0										
LOW GROWTH WATER USAGE		898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	742,240,400	744,777,616	685,220,360	745,946,850	745,946,850	745,946,850										
POPULATION (HIGH GROWTH)		33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158										
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0										
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0	0										
HIGH GROWTH WATER USAGE		898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	742,240,400	744,777,616	685,220,360	786,634,860	786,634,860	786,634,860										
POPULATION (COMPOSITE)		33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158										
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0										
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0	0										
COMPOSITE WATER USAGE		898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	742,240,400	744,777,616	685,220,360	786,634,860	786,634,860	786,634,860										
Gallons (1,000)		Gallons (1,000)	881,998	867,687	842,748	840,131	712,074	802,359	765,714	769,183	708,310	748,129	742,240	744,778	685,220	745,947	745,947	745,947										
Rate		Rate	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97	9.33										
Revenue		Revenue	4,351,338	4,708,810	4,847,873	4,929,478	4,439,235	5,227,187	5,191,542	5,253,805	5,143,311	5,513,939	5,689,356	5,937,157	5,680,878	6,431,710	6,688,978	6,956,537										
Clean River Chg		Clean River Chg	273,752	301,127	319,195	325,579	345,114	552,071	656,458	659,820	679,615	0	0	0	0	0	0	0										
Charged ERU's		Charged ERU's	16,412	16,412	16,412	16,412	16,412	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571										
Sewer Only		Sewer Only	4,077,586	4,407,682	4,528,678	4,603,899	4,094,121	4,675,116	4,535,084	4,593,985	4,463,696	5,513,939	5,689,356	5,937,157	5,680,878	6,431,710	6,688,978	6,956,537										
Sewer Rate		Sewer Rate	4.62	5.08	5.37	5.48	5.75	5.83	5.92	5.97	6.30	7.37	7.67	7.97	8.29	8.62	8.97	9.33										
Savings 3 people		Savings 3 people	33.99	38.00	41.47	42.43	53.07	75.34	93.88	103.26	105.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00										
1 ERU		1 ERU	16.68	18.35	19.45	19.84	21.03	21.66	21.88	22.31	22.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00										
Net Savings		Net Savings	17.31	19.65	22.02	22.60	32.04	53.68	72.00	80.95	82.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00										
Percentage Usage received		97%	98%	100%	101%	99%	112%	102%	104%	99%	103%	103%	102%	102%	100%													

rates)

Sewer Fund 4% increase

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 est	2020 est	2021 est	2022 est
REVENUES																	
SERVICE CHARGES	3,901,568	4,250,095	4,702,336	4,912,021	4,898,864	4,976,268	5,335,069	5,385,480	5,262,845	5,273,279	5,686,814	5,792,739	6,057,240	5,680,878	6,431,710	6,688,978	6,956,537
CIP FEE								163,581	370,661	358,810	381,544	376,664	377,738	342,610	372,973	372,973	372,973
OP TRANSFERS	82,355	51,155	51,155	51,155	149,131	63,119	63,119	0		0	841	106					
Bond Proceeds/other fees							350,000	293									
TOTAL REV	3,983,923	4,301,250	4,753,491	4,963,176	5,047,995	5,039,387	5,748,188	5,549,354	5,633,506	5,632,089	6,069,199	6,169,509	6,434,978	6,023,488	6,804,683	7,061,952	7,329,511
COLUMBUS CONTRACT	3,723,543	3,547,245	4,509,338	4,014,423	3,988,405	4,245,656	3,393,121	4,397,768	3,341,155	5,047,072	4,373,958	4,484,248	4,602,935	4,370,630	5,155,400	5,310,062	5,469,364
Clean River Charge	0	0	0	320,475	328,075	350,504	552,071	708,503	667,122	853,354	58,551						
O & M	382,506	409,232	302,379	419,263	398,420	333,014	432,456	593,338	634,512	684,601	675,528	638,252	674,653	1,360,749	1,415,179	1,471,786	1,530,658
OTHER /projects			0	199,614	390,102	261,438	336,467	35,267	53,653	579,751	98,284	218,209	45,050	1,325,257	422,973	372,973	372,973
Debt Payments					182,533	394,897	229,740	190,632	190,338	102,387	104,200	39,924	39,924	39,945	39,945	39,945	39,945
TRANSFR TO GEN FUND	85,399	85,399	85,399	85,399	105,199	109,407	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562
TOTAL EXP	4,218,934	4,052,247	4,992,293	5,062,333	5,400,022	5,697,865	5,092,895	6,035,070	4,996,342	7,376,727	5,420,083	5,552,852	5,472,124	7,206,144	7,143,059	7,304,328	7,522,502
FUND BAL / TOT EXP	0.66	0.75	0.56	0.53	0.44	0.30	0.46	0.31	0.50	0.10	0.26	0.36	0.55	0.25	0.21	0.17	0.14
NET OP. INCOME	-235,010	249,003	-238,802	-99,157	-352,027	-658,478	655,293	-485,716	637,164	-1,744,638	649,116	616,657	962,854	-1,182,655	-338,376	-242,377	-192,991
FUND BALANCE	2,796,716	3,045,719	2,806,916	2,707,760	2,355,733	1,697,255	2,352,548	1,866,832	2,503,996	759,358	1,408,474	2,025,131	2,987,985	1,805,330	1,466,954	1,224,577	1,031,587

Columbus Rate	3.86	4.13	4.54	4.82	4.91	5.21	5.36	5.42	5.53	5.69	5.88	6.06	6.18	6.36	6.55	6.75	6.95
	16.68%	7.00%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%	3.29%	3.00%	2.00%	3.00%	3.00%	3.00%	3.00%
Clean River Charge	0.34	1.39	1.53	1.62	1.65	1.75	1.80	1.82	1.86	1.92							
		309%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%							
Reynoldsburg Rate	4.49	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97	9.33
	15.00%	10.00%	10.00%	6.00%	2.00%	6.25%	4.50%	4.07%	2.00%	5.00%	1.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

2008

Target wall	150,000
Dreier	82,000
	232,000

2009

Rosehill Rd 51488 opwc grant

2012

Ohio EPA	154,775
SSes CIP	181,040
Yrly Cleaning	
Summit Rd	652
	336,467

2014

CIP COSTS-SEWER

2013

Ohio EPA	34,973
CIP Fee Rec'd	0
Summit Rd	294
	35,267

2015

Proposed Rates - 2020

- Water: 3.0%
 - Sewer: 3.0%
 - Storm: 2.0%
- Overall % Increase To Residential Bill: **2.95%**

- Average Estimated Quarterly Residential Bill \$ Increase: \$8.46
- Average Estimated Annual Residential Bill \$ Increase: \$33.84
- Low income and senior discounts continue.

Utility Increase Comparison 2020 Rate Increase

[illegible]

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST****DATE: November 25, 2019****TO: Andrew Bowsher, Development Director Finance and
Administration Committee****RE: Stormwater Rate Increase**

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

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

**AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION
958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF
ORDINANCES OF 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 958.06 Equivalent Residential Unit Assignment of Chapter 958 Stormwater Charges be and is hereby amended in the following manner:

958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.

For the purpose stated in this chapter there is hereby charged to each Utility user and property, lot, parcel of land, building or premises (collectively, "properties") situated within the corporate limits of the City, that is tributary directly or indirectly to the stormwater system, Utility Service Charges determined as provided in this section.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

All properties having impervious area within the City shall be assigned an Equivalent Residential Unit (ERU), or a multiple thereof, which will be at a minimum one ERU.

All improved single-family residential properties are assigned one ERU. A flat rate will apply to all single-family residential properties. All improved single-family residential properties are determined to include impervious area typical of a single-family residence.

All properties having an impervious area which are not improved single-family residential properties are to be assigned by the City Engineer an ERU multiple based upon the properties' estimated impervious area (in square feet) divided by 2,530 square feet (one ERU). This division will be calculated to the second decimal place and rounded according to mathematical convention to the nearest whole ERU.

The Utility Service Charge is ~~\$4.00~~ **\$6.00** per month per Equivalent Residential Unit (ERU), which shall be effective from and after ~~January 1, 2016~~ **January 1, 2020**

SECTION 2. That existing Section 958.06 of Chapter 958 be and is hereby amended.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

September 10, 2019

Background

Ordinance No. 32-96, Passed 2/12/1996.

AN ORDINANCE TO ESTABLISH STORM WATER CHARGES AND AN ADMINISTRATIVE PROCESS STRUCTURE WHICH WILL PROVIDE FOR THE FUNDING OF THE OPERATIONS, MAINTENANCE, AND IMPROVEMENTS OF THE CITY'S STORM WATER UTILITY.

Section 5.

Subsequent to the initial establishment of Utility Service Charges pursuant to this Ordinance, the Director in each odd numbered year shall prepare a Utility report with recommended Utility Service Charges. This report shall contain data utilized in the determination of the recommended Utility Service Charges and shall be presented to the Council on or before October 1 of each odd numbered year for the referral to the appropriate committee. The committee shall make a recommendation to Council on or before October 15 of each odd numbered year concerning the Utility Service Charges to become effective for a two year period beginning January 1 of each even numbered year.

Attachment: 2019 rate study (Storm Water Fees 2020)



City of Reynoldsburg Storm Water Utility Bi-Annual Report 2019

Storm water Management

Storm water management systems represent valuable public assets that provide a number of benefits to many users. By controlling floodwaters and preventing pollutants from reaching our rivers and lakes, Storm water management systems can protect the health and safety of the public and the environment. In so doing, clean and healthy water resources support public drinking water supplies and can attract local investment through increased land values.

Funding

A storm water rate is a funding mechanism that has been successfully implemented throughout the United States. The goal of the study is to develop and implement an equitable, self-supporting, and dedicated funding source for storm water management in Reynoldsburg.

Monthly user fees were introduced when the Storm Water Utility was established in 1997. These fees were intended to cover operations, maintenance and replacement costs of the existing system and construction of new storm drainage and flood management facilities. In creating the utility, the City declared its intention to impose just and equitable charges on storm water drainage utility users. Impervious surface area plays the single largest role in determining the amount of storm water runoff from a property. Impervious area leads directly to storm water runoff. All single-family residential properties are proposed to be defined as being equal to each other, and form the basis for all other comparisons.

The typical single-family residential property for the City of Reynoldsburg contains 2,530 square feet of impervious surface area. The units to be used in determining the appropriate user fee is the "Equivalent Residential Unit" (ERU). Therefore, all single-family residential properties will have an ERU rating of 1.0. An example of a non-residential property with 25,300 square feet of impervious surface area would have an ERU rating of 10.0.

An increase was necessary to provide personnel, equipment and supplies in developing the Storm Water Management Plan as required by Federal and State Law. In 2004, the ERU rate was increased from \$1.25 to \$2.00. This provided funds for additional personnel and several CIP projects.

In 2015 we implemented a neutral revenue move of an additional \$2.00 per month for storm water fees. This fee is for the Clean Rivers Surcharge that was previously collected through sewage charges. Since 2006, residents in Reynoldsburg and elsewhere have been required to pay a Clean Rivers Surcharge. This fee is used to support various improvements related to the Project Clean Rivers initiative, which is designed to reduce pollution in waterways. The City of Columbus is charged with managing a 40 year, \$2.5 billion Wet Weather Management Plan and this fee supports that effort. The fee was created and mandated by a consent order from



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

Environmental Protection Agency and the State of Ohio. The bottom line of our residents' water bill remained the same.

Conclusion

The City has operated with zero increases since 2004. With the enhancement of our street program, we have been more proactive with repairs and projects, which have reduced the funds in our storm water account. These facts and proposed increases from the City of Columbus have led us to reevaluate our storm water fees. The attached sheet shows a proposed change of \$12 per year per home or (1) one ERU, which would generate enough to put our storm water fund in line with our ongoing streets program. We would like to introduce legislation before the end of the current year.



City of Reynoldsburg Storm Water Utility Bi-Annual Report 2019

STORM WATER

	2013	2014	2015	2016	2017	2018	2019 Est	2020 Est	2021	2022
REVENUES										
STORM WATER CHARGES	659,152	648,302	654,785	1,309,934	1,357,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
CLEAN RIVER CHARGE	0	0	0	0	1,100,000	0	0	0	0	0
OTHER (BOND PROCEEDS)										
TOTAL REV	659,152	648,302	657,642	1,309,934	2,457,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
PERSONAL	250,095	255,323	253,700	260,059	290,813	281,647	329,381	345,850	363,143	381,300
SUPPLIES	22,417	22,279	24,473	20,025	22,848	33,214	47,000	47,470	47,945	48,424
SERVICES	46,047	70,319	45,529	60,637	50,571	132,515	149,890	151,389	152,903	154,432
CLEAN RIVER CHARGE				642,874	721,828	736,909	775,000	795,000	815,000	835,000
TRANSFERS OUT	31,560	31,560	31,560	31,560	31,560	39,282	31,560	31,560	31,560	31,560
EQUIPMENT	18,955	34,716	178,145	29,624	0	0	65,600	0	0	0
BRICE/MAIN	0	0	0	0	0	0	0	0	0	0
BARTLETT ROAD	0	0	0	0	0	0	0	0	0	0
BLACKLICK CREEK	0	0	0	0	0	0	0	0	0	0
MAIN/GRAHAM										
OTHER PROJECTS	139,877	5,495		286,208	790,310	271,949	478,791			
DEBT	98,945	99,443	98,781	0	132,300	122,487	120,227	122,967	125,594	123,108
TOTAL EXP	607,896	519,135	632,188	1,330,987	2,040,230	1,618,003	1,997,449	1,494,236	1,536,144	1,573,824
NET OP. INCOME	51,256	129,167	25,454	-21,053	417,553	-291,079	-647,449	193,264	151,356	113,676
FUND BALANCE	1,256,723	1,385,890	1,411,344	1,390,291	1,807,844	1,516,765	869,316	1,062,580	1,213,936	1,327,613

58
18

9/5/2019 10:12 AMC:\Users\j Crawford\Documents\Water Studies\RATESTUDY_2020.xls

Attachment: 2019 rate study (Storm Water Fees 2020)

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

DATE: November 25, 2019

TO: Finance and Administration Committee

RE: Kirch Group Technology Contract 2020

Approval:

Completed Brad McCloud	Completed Jed Hood	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, 2020 for information technology services.

**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, 2020 TO
DECEMBER 31, 2020, 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., 1335 Dublin Rd, Columbus, OH 43215, for the period of January 1, 2019 through December 31, 2019, for information technology services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

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

SECTION 2. That pursuant to Ordinance 66-18 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 the current agreement expires December 31, 2020; wherefore upon adoption by Council, this Ordinance shall be in effect on January 1, 2020 upon signature by the Mayor.

Contract Version 5.0.0_REY (2020)

Kirch Group Technology, LLC Service Agreement Contract

Submitted to:

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



Attachment: Kirch Group Technology 2020 contract (Kirch Group Technology Contract 2020)

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, as selected by Client, pertaining to Covered Items include are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT.
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 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 Client encounters, but KGT does represent that the Tech shall be provided to 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 and is effective for the remainder of the calendar year. 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-Attached, 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 is 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.

Contract Effective Date: 1/1/2020 – 12/31/2020

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By: _____

John Stickel, Managing Member

Date: _____

Exhibit 1A:**“Covered Hardware:”****[CURRENT HARDWARE AS OF 12/31/2019 TO BE ASSUMED HERE]**

Exhibit 1B:**“Covered Software:”**

Client Operating Systems (OS):

- Microsoft Windows 7 (Home, Professional, Enterprise, Ultimate)
- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)

Server Operating Systems (OS):

- Microsoft Windows Small Business Server 2011
- Microsoft Windows Server 2008 R2 (all)
- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)

Applications:

- Microsoft Office 2010
- Microsoft Office 2013
- Microsoft Office 2016
- Microsoft Office 2019
- Microsoft Office 365

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 Event Logs
 - 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 Security Check
- i. Cost Management and Control (IT Budget Assistance)

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 twenty-four (24) hours 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 Specific 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 Specific 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 Specific 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 visit on the day and time provided in this Agreement. 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 occurs during KGT's normal business hours of which are listed on our website. Our offices are also closed on all National Holidays. If support in response to an ARTS request is performed at Client's request either "after normal business hours" and/or over a weekend, 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, or major software upgrades or installations not listed on the Covered Software Schedule. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with replacement or repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Client Fee 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 or 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. That does not mean that the issue has to be resolved. 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. The agreed response time under this Agreement is set forth in the Contract Services Schedule.
 - 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**, are not permitted and are 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 and (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:**“Fees and Payments:”**

Quoted Service Agreement - \$144,000.00 yearly, to be billed quarterly (\$36,000.00).

Payment Schedule - Billed on January 1st, April 1st, July 1st, and October 1st in 2019: \$36,000.00.

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

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

PH: (614)322-6800

Main Contact:

Sandra Boller

Email Contact:

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 onsite 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).

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

DATE: November 25, 2019

TO: Finance and Administration Committee

RE: City's Health Insurance for 2020 (MMO)

Approval:

Completed Brad McCloud	Completed Jed Hood	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 Health Care coverage in place for employees on January 1, 2020.

Authorizing the Mayor to enter into a one-year agreement with Medical Mutual of Ohio for the City's Health Insurance coverage with Medical Mutual of Ohio for the period of January 1, 2020 through December 31, 2020 and declaring it an emergency.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has held a contract with Medical Mutual of Ohio for the health care benefits for the officers and employees; and

WHEREAS, the contract with medical Mutual of Ohio is an annual contract that expires December 31, 2019; and

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

WHEREAS, the Mayor is hereby authorized to execute a contract with Medical Mutual of Ohio, which is attached hereto as Exhibit A, on behalf of the City of Reynoldsburg.

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 health insurance contract with Medical Mutual of Ohio for the period from January 1, 2020 through December 31, 2020.

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 health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Proposal For:
CITY OF REYNOLDSBURG - EA

Effective Date: 1/1/2020
End Date: 12/31/2020
County: Franklin
State: Ohio

Quote ID: 0075726-01

Wednesday, October 16, 2019
1:29 PM



Group Name: CITY OF REYNOLDSBURG - EA
Effective: January 1, 2020 - December 31, 2020

Benefit Highlights & Premium Rates	\$3100 HSA		\$3250 HSA		\$3300 HSA	
Product / Network	SuperMed Plus		SuperMed Plus		SuperMed Plus	
HSA Option	Yes		Yes		Yes	
Includes Major Med. Rx?	Yes		Yes		Yes	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible Type	Embedded		Embedded		Embedded	
Single Deductible	\$3,100	\$4,400	\$3,250	\$4,550	\$3,300	\$4,600
Family Deductible	\$8,200	\$8,800	\$8,500	\$9,100	\$8,600	\$9,200
Employer Coinsurance % *	100%	80%	100%	80%	100%	80%
Single Out of Pocket (Excludes Deductible)		\$4,000		\$4,000		\$4,000
Family Out of Pocket (Excludes Deductible)		\$8,000		\$8,000		\$8,000
Single Maximum Out of Pocket	\$4,000	\$8,400	\$4,000	\$8,550	\$4,000	\$8,600
Family Maximum Out of Pocket	\$8,000	\$16,800	\$8,000	\$17,100	\$8,000	\$17,200
Office Visit	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Specialist Office Visit	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Urgent Care Office Visits	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Emergency Room Visits**	100% After Deductible		100% After Deductible		100% After Deductible	
Inpatient Services	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Comments						

Rates Effective 1/1/2020 - 12/31/2020:	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates
Single	32	\$686.32	32	\$676.63	32	\$667.25
Family	97	\$1,844.55	97	\$1,818.38	97	\$1,793.08
Contract Premium	129	\$200,884	129	\$198,035	129	\$195,281

Group Official Plan/Rate Selections	Initial Here	Initial Here	Initial Here
-------------------------------------	--------------	--------------	--------------

Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____

* Some non-network services will be covered at a coinsurance less than what is shown.

** Emergency room visits that do not qualify as an emergency may be covered at a lesser amount. Coverage for emergency visits and emergency services may vary.

In accordance with Ohio law, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.

Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.

Rates reflect the federally mandated fees. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period.

Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 4980I of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

The limiting age for dependent children is 26, except in the case of physical or intellectual disability.

Effective January 1, 2016, Ohio law lowered the limiting age for dependent children from 28 to 26. However, as a large group customer you still have options available to you. You may continue covering dependent children to age 28, reduce the age to 26 for both new and existing dependent children or reduce the age to 26 for new dependent children only. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law. Please contact your Medical Mutual representative to discuss your options in detail.

CITY OF REYNOLDSBURG - EA
1/1/2020
Disclaimers & Contingencies

- 1 Proposal expires in 60 days or upon effective date.
- 2 Rates assume Medical Mutual is the only carrier, with 75% of net eligible employees enrolled.
- 3 Rates are subject to change if enrollment varies by more than 10% from 129 contracts quoted.
- 4 Ancillary coverages will be packaged with Medical coverage and not sold separately.
- 5 Final rates are subject to underwriting approval, based on benefit plans, contribution, participation, and medical data for members exceeding 50% of specific deductible or pooling limit which must be received no later than 20 days before effective date.
- 6 Disclosure of disabled participants is required.
- 7 Misrepresentation may result in rescission of coverage.
- 8 Rates include standard reporting and administration.
- 9 Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco QuitLine, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 10 The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- 11 Change in enrollment of any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 12 As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification if it impacts the contents of the SBC. Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 13 Premiums and rates reflect 2015 ACA requirement to accumulate drug cost share to the maximum out-of-pocket (MOOP). Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- 14 Effective January 1, 2016, Ohio law lowered the limiting age for dependent children from 28 to 26. However, as a large group customer you still have options available to you. You may continue covering dependent children to age 28, reduce the age to 26 for both new and existing dependent children or reduce the age to 26 for new dependent children only. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law. Please contact your Medical Mutual representative to discuss your options in detail.
- 15 Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life.

Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____

Quote ID: 0075726-01

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: November 25, 2019

TO: Finance and Administration Committee

RE: Transfer of Funds from Various Accounts in Various Departments

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Unappropriate the following accounts and return to the unappropriated General Fund for a total of \$189,000

From account 110.448.5101 Service Department Wages Director unappropriate \$30,000.00

From account 110.448.5102 Service Department Wages Staff unappropriate \$9,000.00

From account 110.448.5109 Service Department H S A unappropriate
\$1,000.00 From account 110.448.5161 Group Insurance unappropriate
\$10,000.00

From account 110.479.5101 Building Department Wages-Director unappropriate \$10,000.00

From account 110.554.5102 Attorney Wages Staff unappropriate \$54,000.00

From account 110.554.5109 Attorney H S A unappropriate \$4,000.00

From account 110.554.5151 Attorney PERS unappropriate \$7,000.00

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

From account 110.554.5161 Attorney Group Insurance inappropriate
\$19,000.00 From account 110.554.5166 Attorney Group Medicare
inappropriate \$1,000.00

From account 110.580.5101 Development Director Wages inappropriate \$5,000.00

From account 110.580.5104 Development Part-Time Wages inappropriate
\$9,000.00 From account 110.580.5151 Development PERS inappropriate
\$1,000.00

From account 110.582.5104 Human Resources Part Time Wages inappropriate
\$8,000.00 From account 110.582.5151 Human Resources OPERS inappropriate
\$1,000.00

From account 110.595.5164 General and Administration Worker's Comp inappropriate
\$20,000.00

Appropriate \$390,500 from the unappropriated General Fund to the following accounts:

To account 110.111.5102 Police Department Wages appropriate \$35,000

To account 110.111.5105 Police Department Overtime appropriate \$100,000

To account 110.111.5109 Police Department H S A appropriate \$15,000

To account 110.111.5113 Police Department Wages Enforcement appropriate \$70,000

To account 110.111.5152 Police Department OPFDPF appropriate \$100,000

To account 110.111.5161 Police Department Group Insurance appropriate \$60,000

To account 110.290.5102 Mechanic Wages Staff appropriate \$1,500.00

To account 110.343.5105 Senior Center Wages-Staff Appropriate \$4,000.00

To account 110.534.5104 Civil Service Part-Time Wages \$3,000.00

To account 110.545.5104 Auditor Part-Time Wages \$2,000.00

**Appropriate from the unappropriated Water fund to Account number 710.735.5105
Water- Overtime \$7,000.00**

**AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND
ACCOUNTS, AND DECLARING AN EMERGENCY**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

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

SECTION 1. That Council unappropriate \$189,000.00 from the following accounts and return to the unappropriated General Fund (110).

110.448.5101 Service Department Wages Director	\$30,000.00
110.448.5102 Service Department Wages Staff	9,000.00
110.448.5109 Service Department HSA	1,000.00
110.448.5161 Group Insurance	10,000.00
110.479.5101 Building Department Wages Director	10,000.00
110.554.5102 Attorney Wages Staff	54,000.00
110.554.5109 Attorney HSA	4,000.00
110.554.5151 Attorney PERS	7,000.00
110.554.5161 Attorney Group Insurance	19,000.00
110.554.5166 Attorney Group Medicare	1,000.00
110.580.5101 Development Director Wages	5,000.00
110.580.5104 Development Part-time Wages	9,000.00
110.580.5151 Development PERS	1,000.00
110.582.5104 Human Resources Part-time Wages	8,000.00
110.582.5151 Human Resources PERS	1,000.00
110.595.5164 General & Administration Workers' Comp	20,000.00

SECTION 2. That an amount of \$390,500.00 be unappropriated from the General Fund and be appropriated to the following accounts:

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

110.111.5102 Police Department Wages	\$ 35,000.00
110.111.5105 Police Department Overtime	100,000.00
110.111.5109 Police Department HAS	15,000.00
110.111.5113 Police Department Wages Enforcement	70,000.00
110.111.5152 Police Department OPFDPF Insurance	100,000.00
110.111.5161 Police Department Group Insurance	60,000.00
110.290.5102 Mechanic Wages Staff	1,500.00
110.343.5105 Senior Center Overtime	4,000.00
110.534.5104 Civil Service Part-time Wages	3,000.00
110.545.5104 Auditor Part-time Wages	2,000.00

SECTION 3. That \$7,000.00 be unappropriated from the Water Fund (710) and is appropriated as follows:

710.735.5105 Water Overtime	\$ 7,000.00
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SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further in order to be in compliance with O.R.C. at year's end; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: **November 25, 2019**

TO: **Finance and Administration Committee**

RE: **Amend Council OPERS Compensation**

Approval:

Skipped Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

The minimum amount OPERS members must earn each month to qualify for full service credit is increasing by 1.75% beginning January 2020 through 2028. As a result the minimum earnable salary will increase for Councilmember from \$660 per month to \$673.08 per month representing an annual increase of \$156.96 for 2020 for Ward representatives. Salaries may then increase annually through 2029 based on OPERS minimum levels of earnable salary as shown on the attached Contribution Increase.

At Large Councilmember will not see an increase until January 1, 2020 as they are mid-term and not eligible for increases. Those Councilmembers would not receive OPERS service credit for two years unless they make the remaining contribution each year to bring the total to the minimum level. Their contribution for 2020 would be \$156.96 and for 2021 \$298.32. The form necessary to allow those contributions is also attached.

AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 COMPENSATION OF COUNCILMEMBERS AND CHAPTER 127, SECTION 127.01 COMPENSATION OF COUNCIL PRESIDENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the Ohio Public Employees Retirement System has set the minimum amount OPERS members must earn each month to a new rate in order to qualify for full service credit; and

WHEREAS, that increase of 1.75% will be effective beginning January 1, 2020 with annual increases of 1.75% through 2029; and

WHEREAS, Reynoldsburg Ward Councilmembers current rate of OPERS earnable salary is \$660. That earnable salary would be increased to \$673.03 effective January 1, 2020 and may be increased annually every January 1st through 2029 as follows:

2021	\$684.86	2026	\$746.91
2022	\$684.86	2027	\$759.99
2023	\$709.03	2028	\$773.29
2024	\$721.44	2029	\$786.82
2025	\$734.07		

WHEREAS, Reynoldsburg At Large Councilmembers current rate of OPERS earnable salary is \$660. That earnable salary would need to be increased to \$684.86 effective January 1, 2022 and may be increase annually every January 1st through 2029 as follows:

2022	\$684.86	2026	\$746.91
2023	\$709.03	2027	\$759.99
2024	\$721.44	2028	\$773.29
2025	\$734.07	2029	\$786.82

WHEREAS, the President of Council's current rate of OPERS earnable salary is \$700.17. That earnable salary would need to be increased to \$709.03 effective January 1, 2023 and may be increased annually every January 1st through 2029 as follows:

2023	\$709.03	2027	\$759.99
2024	\$721.44	2028	\$773.29

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

2025	\$734.07	2029	\$786.82
2026	\$746.91		

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

SECTION 1. That Chapter 121 Council, Section 121.02 Compensation of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

121.02 COMPENSATION.

- (a) Effective January 1, 2018 the salary for members of Council who represent the City At Large shall be seven thousand nine hundred twenty dollars (\$7,920.00), which is the yearly amount of compensation for 2018, and shall be the yearly compensation for Council At Large members until changed by City Council.

Effective January 1, 2022, the salary for members of Council, who represent the City At Large, shall be \$696.84 per month (\$8,362.08 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

- (b) Effective January 1, 2020 the salary for members of council who are Ward representatives shall be seven thousand nine hundred twenty dollars (\$7,920.00), which is the yearly amount of compensation for 2020, and shall be the yearly compensation for members of Council who are Ward representatives until changed by City Council.

Effective January 1, 2020, the salary for members of Council, who are Ward representatives, shall be \$673.08 per month (\$8,076.96 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

SECTION 2. That Section 127.01 Compensation of Chapter 127 President of Council of the Code of Ordinance for the City of Reynoldsburg be and is hereby amended to read as follows:

- (a) Effective January 1, 2023, the salary for the President of Council shall be eight thousand four hundred and two dollars ((\$8,402), which is the yearly amount of compensation of 2011, and shall be the yearly compensation for the President of Council until changed by City Council.

Effective January 1, 2023, the salary of the President of Council shall be \$709.03 per month (\$8,508.36 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

SECTION 3. That existing Section 121.02 of Chapter 121 Section 127.01 of Chapter 127 be and is hereby amended.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

EXHIBIT A

City of Reynoldsburg

Ward Councilmember OPERS Contributions

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

2020 - 2029

January 1	Monthly	Annual
2020	\$673.08	\$8,076.96
2021	\$684.86	\$8,218.32
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

City of Reynoldsburg

At Large Councilmember OPERS Contributions

2022 - 2029

January 1	Monthly	Annual
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36

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

2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

City of Reynoldsburg
President of Council OPERS Contributions
2023 - 2029

January 1	Monthly	Annual
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

Employer Outreach

*Your quarterly resource for OPERS news
Second Quarter 2019*

Earnable Salary for OPERS Members to Increase

The minimum amount OPERS members must **earn each month to qualify for full service credit** will be increasing by 1.75 percent each year beginning in 2020 through 2028.

As a result, the minimum earnable salary will increase to following amounts for each calendar year beginning in 2020.

2020	\$673.08	or \$8,074.94
2021	\$684.86	\$8,218.32
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029 and beyond	\$786.82	\$9,441.84

GASB 68 and 75 Information Now on ECS

GASB 68 net pension liability and GASB 75 net OPEB liability audited reports are now available on ECS. If you're an employer who has registered for ECS and has been given the GASB role by the delegated administrator at your place of employment, you can now access the Dec. 31, 2018 information on the net pension liability and net OPEB liability.

If you have trouble accessing the information, contact Employer Services for assistance at 1-888-400-0965 or employeroutreach@opers.org (<mailto:employeroutreach@opers.org>).



Ohio Public Employees Retirement System

277 East Town Street, Columbus, Ohio 43215-4642

1-888-400-0965 www.opers.org

Certification of Denied In-term Salary Increase

Public officials who are contributing to OPERS and are prohibited constitutionally from receiving an in-term salary increase may make contributions on the denied salary. This form is to be used by the employer to certify the current salary, the actual denied increase and the effective date of the prohibited increase. This form should be completed for each term in which a denied increase occurs.

Section 1 - Employee Information (To be completed by the employee.)

Employee First Name

MI

Last Name

Social Security Number

Political Office Held

Term of Office

Beginning

Ending

Month Day Year

Month Day Year

Effective Date of Denied Salary Increase

Month Day Year

I state that the information on this form is true to the best of my knowledge and belief.

Month Day Year

Employee Signature (Do not print or type)

Section 2 - Employer Information (To be completed by the employer.)

Employer Code

Employer Name

Street or Mailing Address (No P.O. Boxes)

City

State

ZIP Code

Employer Phone Number

Fax Phone Number

Section 3 - Salary Information (To be completed by the employer.)

1. Projected annual salary, excluding denied in-term increase, for each year of term (list each year separately):

Projected annual salary \$, . Year

Projected annual salary **Year**

\$, .

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

2. Projected annual salary, including denied in-term increase, for each year of term (list each year separately):

Projected annual salary **Year**

\$, .

Projected annual salary	Year
\$, .	

Projected annual salary **Year**

\$, .

Projected annual salary	Year
\$.	

Section 4 - Employer Certification (To be completed by the employer.)

I, _____, hereby certify the information on this request is true and accurate.
Print payroll or fiscal officer name

Payroll or Fiscal Officer Signature

Month Day Year

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **November 25, 2019**

TO: **Finance and Administration Committee**

RE: Authorization for the Mayor to enter into a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services from January 1, 2020 to December 31, 2020. The cost of services is based upon per capita rate of \$8.87 for a population of 37,571 totaling \$333,254.77.
 See Attached.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES

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 contract with the District Advisory Council of the Franklin County General Health District, and Franklin County Public Health for health services to the City of Reynoldsburg from January 1, 2020 to December 31, 2020.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

Mayor's Office**Brad McCloud****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

SECTION 2. That the cost of services is based upon per capita rate of \$8.87 for a population of 37,571 totaling \$333,254.77.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature by the Mayor.

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF REYNOLDSBURG

This contract entered into by and between the City of Reynoldsburg (hereafter referred to as "City"), with its principal address being 7232 East Main Street, Reynoldsburg, Ohio 43068, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2020 Public Health Services under the approval of Resolution No. 19-096, dated September 10, 2019.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 21, 2019, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2020 and ending December 31, 2020 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.87.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2020 and 50% of the total contract amount in June 2020 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2020 shall not exceed \$333,254.77, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 – APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson

Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA
Health Commissioner

Date

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud

Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney
Attorney for the District Advisory
Council of the Franklin County General Health District

Date

City Attorney
City of Reynoldsburg, Ohio

Date

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

Fiscal Officer
City of Reynoldsburg, Ohio

Date

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2020 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services	
Administrative Services:	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
Data Services:	
Community Health Assessment	
Health Data	
Environmental Health:	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Mosquito Control Services & Education	
Nuisance & Vector Control Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Tattoo & Body Piercing Permitting, Enforcement & Inspection	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
Emergency Preparedness:	
Community Outreach and Education	
Injury Prevention/Opiate Crisis Programs & Education	

Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

RECORD OF PROCEEDINGS

Minutes of

Franklin County Public Health

Meeting

Journalized on:

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROP11

SEP 10 2019

Held

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RESOLUTION 19-096

September 10, 2019

RESOLUTION AUTHORIZING THE FRANKLIN COUNTY BOARD OF HEALTH TO PROVIDE PUBLIC HEALTH AND PLUMBING SERVICES TO POLITICAL SUBDIVISIONS IN 2020

WHEREAS, pursuant to Ohio Revised Code Section 3709.08, the Franklin County District Advisory Council and/or Franklin County Public Health may contract with political subdivisions located within or adjacent to the general health district of Franklin County, Ohio, for Franklin County Public Health to provide health and plumbing services to said political subdivisions.

Now, therefore, upon motion of Board Member Morgan, second by Board Member Barnewall,

BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF HEALTH, BOARD MEMBERS;

1. That Franklin County Public Health shall provide such health and plumbing services as set forth in the attached contracts to the following political subdivisions, for the amounts listed below, as executed by the District Advisory Council and political subdivisions for 2020:

City of Bexley	per capita \$8.87; not to exceed \$118,733.82 and 60% of all plumbing fees collected
City of Canal Winchester	per capita \$8.87; not to exceed \$78,304.36 and 60% of all plumbing fees collected
City of Dublin	per capita \$8.87; not to exceed \$442,657.35 and 60% of all plumbing fees collected
City of Gahanna	per capita \$8.87; not to exceed \$319,985.25 and 60% of all plumbing fees collected
City of Grandview Heights	per capita \$8.87; not to exceed \$75,244.21 and 60% of all plumbing fees collected

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

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City of Grove City	per capita \$8.87; not to exceed \$376,088.00 and \$100.00 per plumbing inspection and \$150.00 per medical gas inspection as needed
City of Groveport	per capita \$8.87 not to exceed \$52,040.29 and 60% of all plumbing fees collected
City of Hilliard	per capita \$8.87; not to exceed \$338,000.22 and 60% of all plumbing fees collected
City of New Albany	per capita \$8.87; not to exceed \$96,656.39 and 60% of all plumbing fees collected
City of Pickerington	per capita \$8.87; not to exceed \$199,069.41 and 60% of all plumbing fees collected
City of Reynoldsburg	per capita \$8.87; not to exceed \$333,254.77 and 60% of all plumbing fees collected
City of Upper Arlington	per capita \$8.87; not to exceed \$315,372.85 and 60% of all plumbing fees collected
City of Westerville	per capita \$8.87; not to exceed \$354,400.85 and 60% of all plumbing fees collected
City of Whitehall	per capita \$8.87; not to exceed \$164,369.97 and 60% of all plumbing fees collected

2. That the Health Commissioner is authorized to prepare and execute the following plumbing services contracts for 2020:

Village of Minerva Park	60% of all plumbing fees collected
Village of Obetz	60% of all plumbing fees collected
City of Worthington	60% of all plumbing fees collected
Madison County	60% of all plumbing fees collected

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

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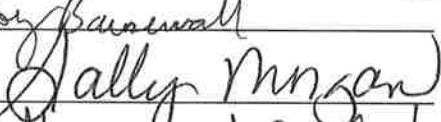
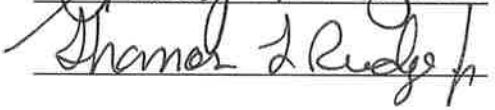
Held

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Resolution 19-096
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3. That this resolution shall be in full force and effect from and immediately upon its adoption.

Voting Aye Thereon:


Roy Baranowski

Sally Morgan

Thomas L. Rudge Jr.

Board Members
Franklin County Board of Health

Voting Nay Thereon:

Board Members
Franklin County Board of Health

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)